



PANGENOMIC HEALTH INC.

315-1275 West 6th Avenue, Vancouver, BC V6H 1A6

**MANAGEMENT INFORMATION CIRCULAR
FOR
THE ANNUAL GENERAL MEETING OF SHAREHOLDERS
TO BE HELD ON OCTOBER 30, 2024
(as at September 18, 2024, except as otherwise indicated)**

PanGenomic Health Inc. (the “**Company**”) is providing this Information Circular (the “**Information Circular**”) in connection with the solicitation by the management of the Company (the “**Management**”) of proxies from registered shareholders (“**Proxies**”) and voting instruction forms (“**VIFs**”) from the beneficial shareholders for use at the annual general meeting of the shareholders (the “**Meeting**”) of the Company to be held via live video conference on Wednesday, October 30, 2024 at 11:00 am (Vancouver, British Columbia time) and at any adjournments for the purposes set out in the Notice of Availability of Proxy Materials and Notice of Annual General Meeting of Shareholders (the “**Notice of Meeting**”). Unless the context otherwise requires, when we refer in this Information Circular to the Company, its subsidiaries are also included.

The date of this Information Circular is September 18, 2024. All amounts referred to as \$ or dollars means Canadian currency, unless otherwise indicated. All references to shareholders are to registered holders of Class A Common Shares of the Company (the “**Common Shares**”), unless specifically stated otherwise.

The Company completed a consolidation (the “**Consolidation**”) of the Common Shares on the basis of ten (10) pre-Consolidation Common Shares for every one (1) post-Consolidation Common Share on March 21, 2024. All information in this Information Circular is presented on a post-Consolidation basis, unless specifically stated otherwise.

Attending the Meeting via Video Conference

The Meeting will be held via video conference only. **Persons wishing to attend the Meeting will be required to pre-register for the Meeting at the link set forth below. Once you have pre-registered for the Meeting, you will receive a separate email providing access details for the Meeting.** Pre-registration is being required to ensure that only eligible shareholders and proxyholders are permitted to vote, and to ensure the proper counting of those votes. After registering, approved attendees will receive a confirmation email containing information about joining the Meeting. In order to ensure your ability to attend the Meeting, please pre-register for the Meeting as early as possible.

Pre-registration link: <https://us02web.zoom.us/meeting/register/tZYsc--vrT8rHtbfHh4Zrimutavua3-TSrtL>

Shareholders will have an equal opportunity to participate at the Meeting online regardless of geographic location. Registered shareholders and proxyholders will be able to attend the virtual meeting and vote, and will be considered to be present in person at the Meeting for the purposes of determining quorum. Non-registered shareholders who have not duly appointed themselves as proxyholder will be able to attend the virtual Meeting as a guest, but will not be able to vote at the Meeting. This is because the Company and its transfer agent, do not have a record of the non-registered shareholders, and, as a result, will have no knowledge of their shareholdings or entitlement to vote unless they appoint themselves as proxyholder.

The Meeting will be held via the Zoom meeting platform. In order to access the Meeting, shareholders will have two options, being via teleconference or through the Zoom application, which requires internet connectivity. **Registered shareholders wishing to vote in person, proxyholders wishing to vote and any shareholders wishing to view materials that may be presented by Management will need to utilize the Zoom application and provide to the Company’s scrutineer at the Meeting their first and last name and their unique control number provided with their form of proxy.**

Shareholders may also listen to the Meeting via teleconference. However, Registered shareholders participating via teleconference will be able to vote in person at the Meeting if the Company's scrutineer is able to take steps to verify the identity of registered shareholders.

Access to the Meeting will be opened approximately 30 minutes prior to the start of the Meeting. It is strongly recommended that persons attending the meeting access the Meeting 30 minutes before the Meeting starts to facilitate registration by the Company's scrutineer.

MANAGEMENT SOLICITATION OF PROXIES

The solicitation of proxies by Management will be conducted by mail and may be supplemented by telephone or other personal contact to be made, without special compensation, by the directors, officers and employees of the Company. The Company does not reimburse shareholders, nominees or agents for costs incurred in obtaining from their principals authorization to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers, and the Company may reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The Company will bear the cost of the solicitation.

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

NOTICE AND ACCESS

The Company has given notice of the Meeting in accordance with the "Notice and Access" procedures of National Instrument 51-102 *Continuous Disclosure Obligations* ("NI 51-102") and National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting* ("NI 54-101"). In accordance with NI 51-102 and NI 54-101, the Company has sent the Notice of Meeting and, as applicable, the Proxy or VIF, but not this Information Circular, directly to shareholders. Instead of mailing this Information Circular to shareholders, the Company has posted this Information Circular on its website pursuant to the "Notice and Access" procedures of NI 51-102 and NI 54-101. Registered and non-registered shareholders may request a paper copy of this Information Circular be sent to them in accordance with the instructions set out under "*Additional Information*" at the end of this Information Circular.

The Company will not use "stratification" in relation to its use of the "Notice and Access" procedures. Stratification refers to the Company providing a copy of this Information Circular to some shareholders but not others.

Registered and non-registered shareholders with questions about "Notice and Access" can call toll free at 1-888-787-0888.

APPOINTMENT OF PROXYHOLDER

The purpose of a proxy is to designate persons who will vote the proxy on a shareholder's behalf in accordance with the instructions given by the shareholder in the proxy. The persons whose names are printed in the enclosed form of proxy are officers or directors of the Company (the "**Management Proxyholders**").

A shareholder has the right to appoint a person other than a Management Proxyholder, to represent the shareholder at the Meeting by striking out the names of the Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder need not be a shareholder.

VOTING BY PROXY

Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Common Shares represented by a properly executed proxy will be voted or be withheld from voting on each matter referred to in the Notice of Meeting in accordance with the instructions of the shareholder on any ballot that may be called for and if the shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly.

If a shareholder does not specify a choice and the shareholder has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by Management at the Meeting.

The enclosed form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of the Meeting and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, Management knows of no such amendments, variations or other matters to come before the Meeting.

COMPLETION AND RETURN OF PROXY

Completed forms of proxy must be deposited at the office of the Company's registrar and transfer agent, Endeavor Trust Corporation, Suite 702 – 777 Hornby Street, Vancouver, BC V6Z 1S4, by **11:00 am (Vancouver, British Columbia time) on Monday, October 28, 2024** (or 48 hours, excluding Saturdays, Sundays and holidays, before any adjournment of the meeting at which the proxy is to be used), unless the chairman of the Meeting elects to exercise his discretion to accept proxies received subsequently.

NON-REGISTERED HOLDERS

Only shareholders whose names appear on the records of the Company as the registered holders of Common Shares or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders of the Company are "non-registered" shareholders because the Common Shares they own are not registered in their names but instead registered in the name of a nominee (a "Nominee") such as a brokerage firm through which they purchased the Common Shares; bank, trust company, trustee or administrator of self-administered RRSP's, RRIF's, RESP's and similar plans; or clearing agency such as The Canadian Depository for Securities Limited and in the United States, under the name Cede & Co., as nominee for the Depository Trust Company (which acts as a brokerage depository for many U.S. firms and custodial banks). If you purchased your Common Shares through a broker, you are likely a non-registered holder.

In accordance with securities regulatory policy, the Company has distributed copies of the Meeting materials, being the Notice of Meeting and, as the case may be, the Proxy or VIF to the Nominees for distribution to non-registered holders.

The Company has given notice of the Meeting in accordance with the "Notice and Access" procedures of NI 51-102 and NI 54-101. In accordance with NI 51-102 and NI 54-101, the Meeting materials to be distributed to non-registered holders will not include this Information Circular. Please see "*Notice and Access*" above for additional information.

Nominees are required to forward the Meeting materials to non-registered holders to seek their voting instructions in advance of the Meeting. Common Shares held by Nominees can only be voted in accordance with the instructions of the non-registered holder. The Nominees often have their own form of proxy, mailing procedures and provide their own return instructions. If you wish to vote by proxy, you should carefully follow the instructions from the Nominee in order that your Common Shares are voted at the Meeting.

If you, as a non-registered holder, wish to vote at the Meeting in person, you should appoint yourself as proxyholder by writing your name in the space provided on the request for voting instructions or proxy provided by the Nominee and return the form to the Nominee in the envelope provided. Do not complete the voting section of the form as your vote will be taken at the Meeting.

Non-registered holders who have not objected to their Nominee disclosing certain ownership information about themselves to the Company are referred to as "non-objecting beneficial owners" ("**NOBOs**"). Those non-registered holders who have objected to their Nominee disclosing ownership information about themselves to the Company are referred to as "objecting beneficial owners" ("**OBOs**").

In accordance with the requirements of NI 54-101, the Company elected not to send the Meeting materials directly to NOBOs.

If the Company or its agent has sent these materials directly to you (instead of through a Nominee), your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Nominee holding on your behalf. By choosing to not send these materials to you directly, the Nominee holding on your behalf has assumed responsibility for (i) delivering these materials to you and (ii) executing your proper voting instructions.

The Company does not intend to pay for Nominees to deliver the Meeting materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* to OBOs. As a result, OBOs will not receive the Meeting materials unless their Nominee assumes the costs of delivery.

REVOCABILITY OF PROXY

In addition to revocation in any other manner permitted by law, a shareholder, his attorney authorized in writing or, if the shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of the Company, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chairman of the Meeting on the day of the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of Class A Common Shares without par value (the "**Common Shares**"), of which 31,999,068 shares were issued and outstanding as of the Record Date, and an unlimited number of Class B Preferred Shares without par value, of which no Class B Preferred Shares are issued and outstanding as of the Record Date. Persons who are registered shareholders at the close of business on September 12, 2024 (the "**Record Date**") will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each share held.

To the knowledge of the directors and executive officers of the Company, as of the Record Date, no person beneficially owns, controls or directs, directly or indirectly, shares carrying 10% or more of the voting rights attached to all shares of the Company.

STATEMENT OF EXECUTIVE COMPENSATION

Please refer to the Company's Form 51-102F6V - *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**") dated June 29, 2022 for the financial year ended December 31, 2022 attached hereto as Schedule "A" and Form 51-102F6V dated August 30, 2024 for the financial year ended December 31, 2023 attached hereto as Schedule "B".

The information in the Form 51-102F6V dated June 29, 2023 for the financial year ended December 31, 2022 is presented on a pre-Consolidation basis.

EQUITY COMPENSATION PLAN INFORMATION

The following table sets out those securities of the Company which have been authorized for issuance under equity compensation plans, as at the end of the financial year ended December 31, 2022. As at December 31, 2022, the Company's equity compensation plans consisted of the Company's Stock Option Plan. (the "**Stock Option Plan**").

<i>Plan Category</i>	<i>Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)</i>	<i>Weighted-average exercise price of outstanding options, warrants and rights (b)</i>	<i>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</i>
Equity compensation plans approved by the security holders	-	-	-
Equity compensation plans not approved by the security holders	420,000	\$1.67	1,467,486
Total	420,000	-	1,467,486

The following table sets out those securities of the Company which have been authorized for issuance under equity compensation plans, as at the end of the financial year ended December 31, 2023. As at December 31, 2023, the Company's equity compensation plans consisted of the Stock Option Plan.

<i>Plan Category</i>	<i>Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)</i>	<i>Weighted-average exercise price of outstanding options, warrants and rights (b)</i>	<i>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)</i>
Equity compensation plans approved by the security holders	260,000	\$1.86	1,839,349
Equity compensation plans not approved by the security holders	-	-	-
Total	260,000	-	1,839,349

The details of the Stock Option Plan are set out below under the heading "*Particulars of Matters to be Acted Upon – Approval of Stock Option Plan*".

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Other than as disclosed below, to the knowledge of management of the Company, no current or former director, executive officer or employee of the Company, proposed nominee for election to the Board, or associate of such persons is, or has been, indebted to the Company or any of its subsidiaries or has been indebted to any other entity where that indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries since the beginning of the Company's financial year ended December 31, 2022 and no indebtedness remains outstanding as at the date of this Information Circular.

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

No director or executive officer of the Company or any proposed nominee of Management for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, since the beginning of the Company's financial year ended December 31, 2022 in matters to be acted upon at the Meeting, other than the election of directors of the Company, the appointment of the Company's auditors and the confirmation of the Stock Option Plan.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed below, no (a) director, proposed director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, shares or who exercises control or direction of Common Shares, or a combination of both carrying more than ten percent of the voting rights attached to the shares outstanding (an “**Insider**”); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors, executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company’s financial year ended December 31, 2022 or in any proposed transaction which materially affected or would materially affect the Company, except with an interest arising from the ownership of shares where such person or company will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of the same class of shares.

MANAGEMENT CONTRACTS

Except as disclosed elsewhere in this Information Circular, no management functions of the Company or any of its subsidiaries are to any substantial degree performed by a person or company other than the directors or executive officers of the Company or any of its subsidiaries.

AUDIT COMMITTEE

The Company is required to have an audit committee (the “**Audit Committee**”) comprised of not less than three directors, a majority of whom are not officers, control persons or employees of the Company or an affiliate of the Company.

Audit Committee Charter

The text of the Audit Committee’s charter is attached as Schedule “C” to this Information Circular.

Composition of Audit Committee and Independence

The Company’s current Audit Committee consists of Francisco Kent Carasquero, Maryam Marissen and Robert Nygren, of which Mr. Carasquero is the chairperson. National Instrument 52-110 *Audit Committees*, (“**NI 52-110**”) provides that a member of an audit committee is “independent” if the member has no direct or indirect material relationship with the Company, which could, in the view of the Company’s Board, reasonably interfere with the exercise of the member’s independent judgment. Of the current Audit Committee members, Mr. Carasquero is not considered independent on the basis he receives consulting fees from the Company. Ms. Marissen is not considered independent on the basis of her employment as the Chief Executive Officer and President of the Company. Mr. Nygren is not considered independent on the basis of his employment as the Executive Chair of the Company. All of the Audit Committee members are “financially literate, as defined in NI 52-110, as all have the industry experience necessary to understand and analyze financial statements of the Company, as well as the understanding of internal controls and procedures necessary for financial reporting.

As required under Section 6.1.1(3) of NI 52-110, the majority of the members of the Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company. Only Mr. Carasquero is not an executive officer, employee or control person of the Company or any affiliate of the Company. Due to the Company’s financial hardship and the resulting challenge in attracting new directors, the Company is not in compliance with the audit committee composition requirement in Section 6.1.1(3) of NI 52-110.

Relevant Education and Experience

Francisco Kent Carasquero – Mr. Carasquero has experience in the financial services industry, having served as the Executive Chair of FintechWerx International Software Services Inc. since 2023, co-founded the payment services company, CPT Secure Inc., of which Mr. Carasquero has been the President since 2016, and through the fintech incubator, Looking Glass Media Limited, of which Mr. Carasquero has been the President and the Chief Financial Officer since 2023. In 2019, Mr. Carasquero co-founded the ETC3 Tech Centre located in the Research Campus of the University of British Columbia, which provides funding and advisory services for life science, agritech, cleantech

and fintech companies. Mr. Carasquero holds a Bachelor of Arts in Economics (Advanced) from the University of Manitoba.

Maryam Marissen – Ms. Marissen has over two decades of experience in consumer product marketing, healthcare, and government relations. Ms. Marissen helped establish one of the first online personal care and wellness e-commerce stores in North America. Ms. Marissen recently served as Managing Director of a national government relations and public affairs agency, overseeing advocacy campaigns on matters such as healthcare, education, and public policy. Ms. Marissen’s previous positions include Chief Executive Officer of Doseology Sciences Inc., Managing Director of Burrard Strategy Inc., Co-Founder of Genera Therapeutics and Founder of TRU Health and Skin Care.

Robert Nygren – Mr. Nygren has experience in the legal profession and technology industry, and has served as Executive Chair of the Company since 2021. Mr. Nygren previously co-founded the ETC3 Tech Centre, and has served as the Executive Chair of Havn Life Sciences Inc., a biotechnology company, the Chief Executive Officer of Epic Data, a manufacturing technology company, the Chief Executive Officer of Fincentric Corporation, a financial services software company and Vice-President, Legal, of Voci Technologies, Inc., a speech recognition software company. Mr. Nygren holds a Bachelor of Arts and Bachelor of Laws from Western University.

Audit Committee Oversight

Since the commencement of the financial year ended December 31, 2022, the Audit Committee has not made any recommendations to nominate or compensate an external auditor which were not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the financial year ended December 31, 2022, the Company has not relied on:

- (a) the exemption in section 2.4 (De Minimis Non-audit Services) of NI 52-110;
- (b) the exemption in subsection 6.1.1(4) (Circumstance Affecting the Business or Operations of the Venture Issuer);
- (c) the exemption in subsection 6.1.1(5) (Events Outside Control of Member);
- (d) the exemption in subsection 6.1.1(6) (Death, Incapacity or Resignation); or
- (e) an exemption from NI 52-110, in whole or in part, granted under Part 8 (Exemptions).

Pre-Approval Policies and Procedures

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services.

Audit Fees

The aggregate fees billed by the Company’s external auditor in financial years ended December 31, 2023, 2022 and 2021 are disclosed below:

Financial Year Ended	Audit Fees (\$) ⁽¹⁾	Audit Related Fees (\$) ⁽²⁾	Tax Fees (\$) ⁽³⁾	All Other Fees (\$) ⁽⁴⁾
December 31, 2023	42,959	Nil	Nil	Nil
December 31, 2022	36,300	13,300	Nil	Nil
December 31, 2021	19,300 ⁽⁵⁾	Nil	Nil	Nil

Notes:

- (1) “Audit fees” include fees billed by the Company’s external auditor in each of the last three financial years for audit fees.
- (2) “Audited related fees” include the aggregate fees billed in each of the last three financial years for assurance and related services by the Company’s external auditor that are reasonably related to the performance of the audit or review of the Company’s financial statements and are not reported under “Audit fees” above.
- (3) “Tax fees” include the aggregate fees billed in each of the last three financial years for professional services rendered by the Company’s external auditor for tax compliance, tax advice and tax planning.
- (4) “All other fees” include the aggregate fees billed in each of the last three financial years for products and services provided by the Company’s external auditor, other than “Audit fees”, “Audit related fees” and “Tax fees” above.
- (5) Includes \$10,500 in audit fees billed by PanGenomic Technologies Corp.’s external auditor during the financial year ended December 31, 2021.

Exemption in Section 6.1

The Company is a “venture issuer” as defined in NI 52-110 and is relying on the exemption in section 6.1 of NI 52-110 relating to Parts 3 (Composition of Audit Committee) and 5 (Reporting Obligations) of NI 52-110.

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-101 - *Disclosure of Corporate Governance Practices*, requires all reporting issuers to provide certain annual disclosure of their corporate governance practices with respect to the corporate governance guidelines (the “**Guidelines**”) adopted in National Policy 58-201 – *Corporate Governance Guidelines*. These Guidelines are not prescriptive, but have been used by the Company in adopting its corporate governance practices. The Board and Management consider good corporate governance to be an integral part of the effective and efficient operation of Canadian corporations. The Company’s approach to corporate governance is set out below.

Board of Directors

Management is nominating three (3) individuals to the Board, all of whom are current directors of the Company.

The Guidelines suggest that the board of directors of every reporting issuer should be constituted with a majority of individuals who qualify as “independent” directors under NI 52-110, which provides that a director is independent if he or she has no direct or indirect “material relationship” with the Company. “Material relationship” is defined as a relationship which could, in the view of the Board, reasonably interfere with the exercise of a director’s independent

judgement, including persons who are employees or executive officers of the Company or who have been employees or executive officers of the Company within the last three years. None of the current members of the Board is considered “independent” within the meaning of NI 52-110. Mr. Nygren is not considered independent on the basis of his employment as the Executive Chair of the Company. Ms. Marissen is not considered independent on the basis of her employment as the Chief Executive Officer and President of the Company. Mr. Carasquero is not considered independent on the basis he receives consulting fees from the Company.

The Board has a stewardship responsibility to supervise the management of and oversee the conduct of the business of the Company, provide leadership and direction to Management, evaluate Management, set policies appropriate for the business of the Company and approve corporate strategies and goals. The day-to-day management of the business and affairs of the Company is delegated by the Board to the CEO of the Company. The Board will give direction and guidance through the CEO of the Company to Management and will keep Management informed of its evaluation of the senior officers in achieving and complying with goals and policies established by the Board.

The Board recommends nominees to the shareholders for election as directors, and immediately following each annual general meeting appoints an Audit Committee and the Audit Committee chairperson. The Board establishes and periodically reviews and updates the committee mandates, duties and responsibilities, elects an Executive Chair and establishes his or her duties and responsibilities, appoints the CEO, CFO and President of the Company and establishes the duties and responsibilities of those positions and on the recommendation of the CEO and the President of the Company, appoints the senior officers of the Company and approves the senior management structure of the Company.

The Board exercises its independent supervision over management by its policies that (a) periodic meetings of the Board be held to obtain an update on significant corporate activities and plans; and (b) all material transactions of the Company are subject to prior approval of the Board. The Board shall meet not less than three times during each year and will endeavour to hold at least one meeting in each fiscal quarter. The Board will also meet at any other time at the call of the President, or subject to the Articles of the Company, of any director of the Company.

The mandate of the Board, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company’s affairs directly and through the Audit Committee.

Orientation and Continuing Education

The Board’s practice is to recruit for the Board only persons with extensive experience in identifying and targeting junior businesses for transactions and in public company matters. Prospective new board members are provided a reasonably detailed level of background information, verbal and documentary, on the Company’s affairs and plans prior to obtaining their consent to act as a director.

Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual directors of the Company by the Company’s governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director’s participation in decisions of the Board in which such director has an interest have been sufficient to ensure that the Board operates independently of Management and in the best interests of the Company.

Under corporate legislation, a director of the Company is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if such director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. Such director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If such director abstains from voting after disclosure of their interest, the directors of the Company approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or

transaction is not invalid and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, such director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or transaction be approved by the shareholders by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

Nomination of Directors

The Board identifies new candidates for board nomination by an informal process of discussion and consensus-building on the need for additional directors of the Company, the specific attributes being sought, likely prospects, and timing. Prospective directors are not approached until consensus is reached. This process takes place among the Executive Chair and a majority of the non-executive directors.

Assessments

The Board annually reviews its own performance and effectiveness as well as the effectiveness and performance of its committees. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of individual directors are informally monitored by other Board members, bearing to mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

The Board monitors the adequacy of information given to its directors, communication between Board and Management and the strategic direction and processes of the Board and its committees.

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company's corporate governance practices allow the Company to operate efficiently, with checks and balances that control and monitor Management and corporate functions without excessive administration burden.

Compensation

Discussion of the steps taken by the Board to determine compensation for directors and the CEO is included under "Oversight and Description of Director and CEO Compensation."

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Financial Statements, Auditors' report and Management Discussion & Analysis

The audited financial statements of the Company for the financial years ended December 31, 2023 and 2022, the audit reports of Saturna Group Chartered Professional Accountants LLP ("**Saturna**") relating thereto (collectively, the "**Financial Statements**") and the Company's management discussion and analysis relating thereto (the "**MD&A**") will be placed before the Meeting.

No further action or approval is required at the Meeting in respect of these documents.

2. Annual Benefit Report

As a British Columbia benefit company, the Company must produce, place before shareholders at its annual general meeting of shareholders, and deposit in its records office, a benefit report in relation to the Company's financial year ended December 31, 2023.

The Company's annual benefit report for the financial year ended December 31, 2023 (the "**Annual Benefit Report**") will be placed before the Meeting.

No further action or approval is required at the Meeting in respect of the Annual Benefit Report.

3. Set Number of Directors to be Elected

At the Meeting, shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at three (3). The number of directors will be approved if the affirmative vote of the majority of shares present or represented by proxy at the Meeting and entitled to vote are voted in favour to set the number of directors at three (3).

The Board unanimously recommends that shareholders vote “for” the setting the number of directors of the Company at three (3).

4. Election of Directors

The directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed. In the absence of instructions to the contrary, the enclosed proxy will be voted for the nominees herein listed.

Management proposes to nominate each of the following persons for election as a director. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Jurisdiction of Residence and Position	Principal occupation, business or employment and, if not a previously elected Director, occupation, business or employment during the past 5 years	Previous Service as a Director	Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly ⁽¹⁾
<p>Robert Nygren ⁽²⁾ British Columbia, Canada <i>Executive Chair and Director</i></p>	<p>Executive Chair and Director of the Company since November 2021; Executive Chair of PanGenomic Technologies Corp. since September 2020; President and Chief Executive Officer of ETC3 Holdings Ltd. since July 2017; Director of Havn Life Sciences Inc. from March 2020 to September 2020; Chief Executive Officer and Director of NHS Industries Ltd. from December 2019 to August 2021; and Director of Epic-Hust Technology (Wuhan) Ltd. from November 2011 to June 2022.</p>	<p>November 11, 2021</p>	<p>255,000 (Direct and Indirect) ⁽³⁾</p>
<p>Maryam Marissen ⁽²⁾ British Columbia, Canada <i>Chief Executive Officer and President</i></p>	<p>Chief Executive Officer and President of the Company since September 2022; Director of the Company since April 2023; Chief Executive Officer of Doseology Sciences Inc. from December 2021 to February 2022; Managing Director of Burrard Strategy Inc. from June 2017 to July 2021; Co-Founder of Genera Therapeutics from October 2020 to July 2021; Founder of TRU Health and Skin Care from September 2018 to December 2022.</p>	<p>April 26, 2023</p>	<p>-</p>

Name, Jurisdiction of Residence and Position	Principal occupation, business or employment and, if not a previously elected Director, occupation, business or employment during the past 5 years	Previous Service as a Director	Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly ⁽¹⁾
Francisco Kent Carasquero ⁽²⁾ British Columbia, Canada <i>Director</i>	Director of the Company since February 2024; Director of the Company from November 2021 to January 2022; Vice-President, Finance, of the Company from October 2020 to November 2021; Executive Chair of FintechWerx International Software Services Inc. since 2023; President of CPT Secure Inc. since 2016; President and Chief Financial Officer of Looking Glass Media Limited since 2023.	February 16, 2024	169,498 (Direct and Indirect) ⁽⁴⁾

Notes:

- (1) The information as to shares beneficially owned or controlled has been provided by the nominees themselves.
- (2) Current member of the Audit Committee, of which Mr. Carasquero is the chairperson.
- (3) 40,000 of the Common Shares are held through ETC3 Holdings Ltd., a company in which Mr. Nygren owns a 40% interest.
- (4) 40,000 of the Common Shares are held through ETC3 Holdings Ltd., a company in which Mr. Carasquero owns a 40% interest.

No proposed director is being elected under any arrangement or understanding between the proposed director and any other person or company.

Other than as set out below, to the knowledge of the Company, no proposed director:

- (a) is, as at the date of the Information Circular, or has been, within 10 years before the date of the Information Circular, a director, CEO or CFO of any company (including the Company) that:
 - (i) was the subject, while the director was acting in the capacity as director, CEO or CFO of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or
 - (ii) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the director was acting in the capacity as director, CEO or CFO of such company; or
- (b) is, as at the date of this Information Circular, or has been within 10 years before the date of the Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director; or

- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (e) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a director.

Maryam Marissen was the subject of a management cease trader order issued on April 30, 2024 (the “MCTO”) by the British Columbia Securities Commission (the “BCSC”) in respect of the Company’s failure to file its annual audited financial statements and management discussion and analysis for the financial year ended December 31, 2023 (collectively, the “FYE 2023 Financials”). Subsequent to the MCTO, the Company was subject to a cease trade order issued by the BCSC on July 3, 2024 (the “CTO”) in respect of its failure to file the FYE 2023 Financials and its interim financial statements and management discussion and analysis for the three-month period ended March 31, 2024 (collectively, the “Q1 2024 Financials”). At the time of the Company’s failure to file each of the FYE 2023 Financials and the Q1 2024 Financials, Maryam Marissen was the Chief Executive Officer, President and director of the Company, Robert Nygren was the Executive Chair and a director of the Company and Kent Francisco Carasquero was a director of the Company. The MCTO and the CTO were revoked by the BCSC on July 31, 2024 upon the Company filing the FYE 2023 Financials and the Q1 2024 Financials.

For the purposes of this Information Circular, an “order” means a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to an exemption under securities legislation, and such order was in effect for a period of more than 30 consecutive days.

The following nominee directors of the Company hold directorships in other reporting issuers as set out below:

<i>Name of Director</i>	<i>Name of Other Reporting Issuer</i>
Francisco Kent Carasquero	FintechWerx International Software Services Inc. ⁽¹⁾

Note:

- (1) Listed on the Canadian Securities Exchange.

The Board unanimously recommends that shareholders vote “for” the election of each of the above nominees as directors of the Company.

5. Appointment and Remuneration of Auditor

The Company is nominating Saturna of Vancouver, British Columbia for re-appointment as auditor of the Company to hold office until the next annual meeting of shareholders and to authorize the Board to fix the remuneration to be paid thereto. Saturna was first appointed as auditors of the Company on March 4, 2021.

The Board unanimously recommends shareholders to vote “for” the appointment of Saturna as the Company’s auditors until the next annual general meeting at a remuneration to be fixed by the Board

6. Approval of Stock Option Plan

At the Meeting, shareholders will be asked to vote for the ratification, confirmation and approval of the Stock Option Plan. For reference, a copy of the Stock Option Plan is attached as Schedule “D” to this Information Circular. In order for the resolution described herein to pass, a simple majority of the affirmative votes cast at the Meeting is required.

The directors of the Company adopted the Stock Option Plan on December 27, 2021, and it was most recently ratified, confirmed and approved by the shareholders of the Company on April 26, 2023. The purpose of the Stock Option Plan is to (a) enable the Company to attract and retain the types of employees, consultants, officers and directors that will contribute to the Company’s long range success, (b) to provide incentives to align the interests of employees, consultants, officers and directors with those of the Company’s security holders, and (c) to promote the success of the Company’s business. The Stock Option Plan provides that, subject to the requirements of the Canadian Securities Exchange, the aggregate number of securities reserved for issuance will be 20% of the number of Common Shares issued and outstanding

at the time such Options are granted, less the number of Common Shares issuable on exercise of any other outstanding security compensation arrangements in effect at the applicable time.

At the Meeting, shareholders will be asked to ratify, confirm and approve the Stock Option Plan.

Summary of Stock Option Plan

The information set forth below is intended to be a brief summary of the material provisions of the Stock Option Plan and the Stock Option Plan and is qualified in its entirety by the full text of the Stock Option Plan, a copy of which is attached as Schedule “D” to this Information Circular.

Options may be granted under the Stock Option Plan to such directors, officers, employees, management or consultants of the Company and its affiliates, if any, as the Board may from time to time designate. The exercise price of Option grants will be determined by the Board, but not less than the greater of the closing market price of the Common Shares on the Canadian Securities Exchange (the “**Exchange**”) on the grant date and the trading day immediately prior to the grant date. The Stock Option Plan provides that, under the Stock Option Plan alone or when combined with all other security-based compensation arrangements of the Company, (i) Options for no more than 5% of the outstanding Common Shares may be granted to any one person in any one year period, (ii) Options for no more than 2% of the outstanding Common Shares may be granted to all participants providing investor relations services may be granted in any one year period, (iv) Options for no more than 10% of the outstanding Common Shares may be outstanding at any time, or granted in any one year period, under the Stock Option Plan for all directors, officers, and affiliate (as defined in National Instrument 45-106 – *Prospectus Exemptions*) of the Company, greater than 10% shareholders, promoters of the Company and any persons providing investor relations services to the Company as a group. All Options granted under the Stock Option Plan will expire not later than the date that is ten years from the date that such Options are granted. Unless otherwise provided for in the option agreement relating to an individual Option grant under the Stock Option Plan, Options terminate earlier as follows: (i) immediately in the event of dismissal with cause; (ii) 60 days from date of termination other than for cause; (iii) 30 days from the date of termination (for the vested portion) and immediately (for the unvested portion) in the case of a voluntary resignation, and (iv) one year from the date of death or retirement. Options granted under the Stock Option Plan are not transferable or assignable other than by will or other testamentary instrument or pursuant to the laws of succession.

Resolutions Approving the Stock Option Plan

At the Meeting, shareholders of the Company will be asked to consider and, if deemed appropriate, to approve, with or without variation, an ordinary resolution ratifying and approving the Stock Option Plan (the “**Stock Option Plan Resolutions**”). The full text of the Stock Option Resolutions to be considered at the Meeting is set forth below:

RESOLVED AS AN ORDINARY RESOLUTION, THAT:

1. The stock option plan (the “**Stock Option Plan**”) of PanGenomic Health Inc. (the “**Company**”) in substantially the form described and attached to the management information circular of the Company dated September 18, 2024 be and the same is hereby ratified, confirmed and approved and shall thereafter continue and remain in effect until further ratification is required pursuant to the rules of the Canadian Securities Exchange (the “**Exchange**”) or other applicable regulatory requirements;
2. All unallocated options to acquire Class A Common Shares of the Company, right or other entitlement available under the Stock Option Plan are hereby approved and authorized;
3. The board of directors of the Company is authorized and directed to make any changes to the Stock Option Plan as may be required by the Exchange or other regulatory authorities, without further approval by the shareholders of the Company, in order to ensure the adoption of the Stock Option Plan; and
4. Any director or officer of the Company is hereby authorized and directed, for and on behalf of the Company, to do all things and to execute, deliver and file all such agreements, documents and instruments, and to do all such other acts and things, as such director or officer deems necessary or desirable to give effect to the forgoing resolutions.

The Board unanimously recommends that shareholders vote “for” the ratification, confirmation and approval of the Stock Option Plan.

ADDITIONAL INFORMATION

Additional information relating to the Company may be found on the Company’s SEDAR+ profile at www.sedarplus.ca. This Information Circular is available on the Company’s SEDAR+ profile at www.sedarplus.ca and the Company’s website at www.pangenomic.com/corporate-governance. Financial information about the Company is provided in the Financial Statements and MD&A and can be found on the Company’s SEDAR+ profile at www.sedarplus.ca.

Registered and non-registered shareholders may request paper copies of this Information Circular, the Financial Statements and the MD&A, by first class mail, courier or the equivalent at no cost to the shareholder. Requests must be made by email to proxy@endeavortrust.com or by calling toll-free at 1-888-787-0888. Requests may be made up to one (1) year from the date this Information Circular was filed on SEDAR+.

For registered and non-registered shareholders who wish to receive paper copies of this Information Circular in advance of the voting deadline, requests must be received no later than Monday, October 21, 2024. This Information Circular will be sent to shareholders within three (3) business days of their request if such requests are made before the Meeting. Following the Meeting, this Information Circular will be sent to shareholders within ten (10) days of their request.

The Annual Benefit Report will be posted on the Company’s website at www.pangenomic.com/corporate-governance. Registered and non-registered shareholders may contact the Company as set out below to request paper copies of the Annual Benefit Report.

PanGenomic Health Inc.
704 - 595 Howe Street, Vancouver, BC V6C 2T5
Attn: Corporate Secretary

OTHER MATTERS

Other than the above, Management knows of no other matters to come before the Meeting other than those referred to in the Notice. However, if any other matters that are not known to Management should properly come before the Meeting, the form of proxy confers discretionary authority upon the persons named therein to vote on such matters in accordance with their best judgment.

BOARD APPROVAL

The contents of this Information Circular have been approved and its mailing authorized by the directors of the Company.

DATED at Vancouver, British Columbia, the 18th day of September 2024.

ON BEHALF OF THE BOARD

/s/ Maryam Marissen
Maryam Marissen
Chief Executive Officer and President

SCHEDULE "A"

Form 51-102F6V - *Statement of Executive Compensation – Venture Issuers*
for the financial year ended December 31, 2022
of
PanGenomic Health Inc.

(See attached)



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PANGENOMIC HEALTH INC.

102 – 3800 Wesbrook Mall
Vancouver, BC V6S 2L9

Form 51-102F6V

Statement of Executive Compensation – Venture Issuers
(for financial year ended December 31, 2022)

STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS

GENERAL

The following information, dated as of June 29, 2023, unless otherwise specified, is provided as required under National Instrument Form 51-102F6V - *Statement of Executive Compensation – Venture Issuers* (“**Form 51- 102F6V**”) for venture issuers, as such term is defined in National Instrument 51-102 – *Continuous Disclosure*.

For the purposes of this form:

“**CEO**” means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**CFO**” means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“**company**” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

“**Named Executive Officer**” or “**NEO**” means each of the following individuals:

- (a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;
- (b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;
- (c) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5), for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year;



“**plan**” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons;

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

During the financial year ended December 31, 2022, the Company had four NEOs, namely:

- (a) Robert Nygren, Executive Chair and Director of the Company;
- (b) Vincent Lum, former CEO (until September 6, 2022) and Director of the Company;
- (c) Maryam Marissen, President and CEO (appointed September 6, 2022); and
- (d) Tammy Gillis, CFO, Treasurer and Secretary of the Company.

NEW REPORTING ISSUER

The Company became a reporting issuer in Canada on June 30, 2022. Pursuant to Item 1.3(8)(a) of Form 51-102F6V, certain information otherwise required by Form 51-102F6V has been omitted from this Statement of Executive Compensation, including the information required by Item 2.1 and 2.3 of Form 51-102F6V for the financial year ended December 31, 2022.

Employment, consulting and management agreements

Other than as disclosed below and elsewhere in this Statement of Executive Compensation, the Company did not have any contracts, agreements, plans or arrangements that provide for compensation to its Named Executive Officers or directors during the financial year ended December 31, 2022.

The Company entered into an executive employment agreement with Maryam Marissen, the Chief Executive Officer and President of the Company, dated September 6, 2022 (the “**Marissen Employment Agreement**”), pursuant to which Ms. Marissen serves as the Chief Executive Officer and President of the Company. Ms. Marissen is entitled to a monthly base salary of \$15,000, subject to review by the Board on an annual basis.’ Ms. Marissen is also eligible for annual bonuses at the Board’s discretion. On September 6, 2022, Ms. Marissen was granted 1,000,000 stock options (the “**Options**”) exercisable at a price of \$0.23 per share until September 6, 2025, vesting quarterly.

The Company entered into a consulting agreement with Tammy Gillis, the CFO, Treasurer and Secretary of the Company, dated November 15, 2021 (the “**Gillis Consulting Agreement**”), for Ms. Gillis’ services as the CFO of the Company. Ms. Gillis receives a monthly consulting fee of \$6,250, subject to increase to up to \$10,000, per month. On December 27, 2021, Ms. Gillis was granted 250,000 Options of the Company exercisable at a price of \$0.15 per share until December 27, 2024, vesting quarterly. The Gillis Consulting Agreement may be terminated by the Company or Ms. Gillis providing thirty days’ written notice to the other party, and Ms. Gillis is entitled to consulting fees earned to the date of termination.

The Company entered into an amended and restated employment agreement with Robert Nygren, the Executive Chair and a director of the Company, dated March 22, 2022 (the “**Nygren Employment Agreement**”), pursuant to which Mr. Nygren serves as the Executive Chair of the Company. Commencing July 1, 2022, Mr. Nygren is entitled to an initial monthly base salary of \$10,000, to be reviewed on a quarterly basis during the first 12 months of the Nygren Employment Agreement, and annually thereafter. Effective September 6, 2023, Mr. Nygren’s monthly base salary was increased to \$15,000. Mr. Nygren is also eligible for bonuses at the Board’s discretion. Mr. Nygren was issued 1,500,000 performance warrants exercisable at a price of \$0.15 per share until July 1, 2025 and subject to certain performance vesting conditions.



The Company entered into an amended and restated employment agreement with Vincent Lum, a director and the former CEO of the Company, dated March 22, 2022 (the “**Lum Employment Agreement**”), pursuant to which Mr. Lum served as the CEO of the Company until his resignation on September 6, 2022. Commencing July 1, 2022, Mr. Lum was entitled to an initial monthly base salary of \$10,000, to be reviewed on a quarterly basis during the first 12 months of the Lum Employment Agreement, and annually thereafter. Mr. Lum was also eligible for a bonus at the Board’s discretion. Mr. Lum was issued 1,500,000 performance warrants exercisable at a price of \$0.15 per share until July 1, 2025 and subject to certain performance vesting conditions.

In connection with the termination of the Lum Employment Agreement, MUJN entered into an executive employment agreement with Mr. Lum dated September 6, 2022 (the “**Lum MUJN Employment Agreement**”), for Mr. Lum’s services as the CEO and President of MUJN. Mr. Lum is entitled to an initial monthly base salary of \$15,000, to be reviewed on a quarterly basis during the first 12 months of the Lum MUJN Employment Agreement, and annually thereafter. Mr. Lum is also eligible for a bonus at the discretion of the board of directors of MUJN.

PanGenomic Technologies Corp. (formerly PanGenomic Health Corp.) (“**PGT**”) entered into an advisory board agreement with PSG Associates Holdings Inc. (“**PSG**”), a company controlled by Peter Green, a director of the Company, dated May 1, 2021 (the “**Green Consulting Agreement**”), for management consulting services provided by PSG to PGT. PSG receives a monthly consulting fee of \$5,000. The PSG Consulting Agreement may be terminated by PGT or PSG providing four weeks’ written notice to the other party, and PSG is entitled to consulting fees earned to the date of termination. Pursuant to the Green Consulting Agreement, on December 27, 2021, Mr. Green was granted 125,000 Options exercisable at a price of \$0.15 per share until December 27, 2024, of which 75,000 Options vested on December 27, 2021, 25,000 Options vested on March 31, 2022 and 25,000 Options vested on June 30, 2022.

Mr. Green also receives a director fee of \$5,000 per month. On January 10, 2022, Mr. Green was granted 500,000 Options exercisable at a price of \$0.15 per share until January 10, 2025, vesting quarterly.

The Company entered into an advisory board agreement with Jonathan Lutz, a director of the Company, dated October 1, 2022 (the “**Lutz Consulting Agreement**”), for consulting services provided by Mr. Lutz to PGT. Mr. Lutz receives a monthly consulting fee of \$5,000, to be reviewed on a quarterly basis. The Lutz Consulting Agreement may be terminated by the Company or Mr. Lutz providing thirty days’ written notice to the other party, and Mr. Lutz is entitled to consulting fees earned to the date of termination.

Mr. Lutz also receives a director fee of \$5,000 per month. On January 10, 2022, Mr. Lutz was granted 500,000 Options exercisable at a price of \$0.15 per share until January 10, 2025, vesting quarterly.

Termination Benefits – Lum Employment Agreement, Marissen Employment Agreement, Nygren Employment Agreement and Lum MUJN Employment Agreement

Each of the Lum Employment Agreement, Maryam Employment Agreement, Nygren Employment Agreement and Lum MUJN Employment Agreement provide for payments following or in connection with any termination, resignation or retirement, the details of which are summarized below. In relation to the Lum MUJN Employment Agreement, references in this section to the Company are to MUJN.

Termination due to death, disability, termination without cause or a resignation for good reason

If the executive’s employment is terminated due to death, disability, a termination without cause or a resignation for good reason, the executive is entitled to:

- (a) a lump sum payment equal twelve (12) months of base salary or fees (the “**Severance Period**”);



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- (b) participation in the Company's benefits plans continuing through the applicable Severance Period to the maximum extent permitted under the applicable plan terms. For benefits that cannot be continued for all or part of the Severance Period, the Company shall reimburse such executive for replacement coverage; and
- (c) the executive's base salary or fees up to and including the date of termination, plus any outstanding vacation pay and other compensation earned to the date of termination (collectively, the "**Accrued Obligations**")

Termination by the Company for cause or resignation without good reason

If the Company terminates the executive for cause, or the executive resigns without good reason, such executive is not entitled to any termination payment from the Company and shall only receive the Accrued Obligations.

Oversight and description of director and named executive officer compensation

The Company does not have a separate compensation committee. As such, the entire Board is responsible for, among other things, evaluating the performance of the Company's executive officers, determining or making recommendations to the Board with respect to the compensation of the Company's executive officers, making recommendations to the Board with respect to director compensation, incentive compensation plans and equity-based plans, making recommendations to the Board with respect to the compensation policy for the employees of the Company or its subsidiaries and ensuring that the Company is in compliance with all legal requirements with respect to compensation disclosure. In performing its duties, the Board has the authority to engage such advisors, including executive compensation consultants, as it considers necessary.

All members of the Board are experienced participants in business or finance, and have sat on the board of directors of other companies, charities or business associations, in addition to the Board.

The Board does not have a pre-determined compensation plan. The Company does not engage in benchmarking practices and the process for determining executive compensation is at the discretion of the Board.

In performing its duties, the Board has considered the implications of risks associated with the Company's compensation policies and practices. At its present early stage of development and considering its present compensation policies, the Company currently has no compensation policies or practices that would encourage an executive officer or other individual to take inappropriate or excessive risks. A Named Executive Officer or director of the Company is permitted for his or her own benefit and at his or her own risk, to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars or units or exchange funds, that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly, by the Named Executive Officer or director of the Company.

Pension

The Company does not provide any pension benefits for directors or executive officers of the Company.

SCHEDULE “B”

Form 51-102F6V - *Statement of Executive Compensation – Venture Issuers*
for the financial year ended December 31, 2023
of
PanGenomic Health Inc.

(See attached)

PANGENOMIC HEALTH INC.

Form 51-102F6V

**Statement of Executive Compensation – Venture Issuers
For the financial year ended December 31, 2023**

The following information, dated as of August 30, 2024, unless otherwise specified, is provided as required under National Instrument Form 51-102F6V - *Statement of Executive Compensation – Venture Issuers*.

For the purposes of this form:

“CEO” means an individual who acted as chief executive officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“CFO” means an individual who acted as chief financial officer of the Company, or acted in a similar capacity, for any part of the most recently completed financial year;

“company” includes other types of business organizations such as partnerships, trusts and other unincorporated business entities;

“compensation securities” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

“Named Executive Officer” or **“NEO”** means each of the following individuals:

- (a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;
- (b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;
- (c) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5), for that financial year;
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year;

“plan” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons;

“underlying securities” means any securities issuable on conversion, exchange or exercise of compensation securities.

During the financial year ended December 31, 2023, the Company had four NEOs, namely:

- (a) Robert Nygren, Executive Chair and Director of the Company;
- (b) Vincent Lum, former CEO (until September 6, 2022) and Director of the Company (resigned February 16, 2024);

(c) Maryam Marissen, President and CEO (appointed September 6, 2022) and Director of the Company (elected April 26, 2023); and

(d) Tammy Gillis, CFO, Treasurer and Secretary of the Company.

Director and NEO Compensation, excluding Compensation Securities

The following is a summary of compensation (excluding compensation securities) paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, to the directors and NEOs for each of the Company's two most recent completed financial years ended December 31, 2022 and December 31, 2023.

Table of compensation excluding compensation securities							
Name and Principal Position	Year	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of Perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Maryam Marissen ⁽¹⁾ CEO and Director	2023	150,000	Nil	Nil	Nil	Nil	150,000
	2022	60,000	Nil	Nil	Nil	Nil	60,000
Tammy Gillis CFO, Treasurer and Secretary	2023	75,000	Nil	Nil	Nil	Nil	75,000
	2022	41,000	Nil	Nil	Nil	Nil	41,000
Robert Nygren Executive Chair and Director	2023	150,000	Nil	Nil	Nil	Nil	150,000
	2022	150,000	Nil	Nil	Nil	Nil	150,000
Vincent Lum ⁽²⁾ Former CEO and former Director	2023	150,000	Nil	Nil	Nil	Nil	150,000
	2022	149,500	Nil	Nil	Nil	Nil	149,500
Peter Green ⁽³⁾ Former Director	2023	60,000	Nil	Nil	Nil	Nil	60,000
	2022	70,000	Nil	Nil	Nil	Nil	70,000
Jonathan Lutz ⁽⁴⁾ Former Director	2023	60,000	Nil	Nil	Nil	Nil	60,000
	2022	77,500	Nil	Nil	Nil	Nil	77,500

Notes:

- 1) Ms. Marissen was appointed to the position of CEO on September 6, 2022 and to the Board on April 26, 2023.
- 2) Mr. Lum served as CEO from November 22, 2021 to September 5, 2022 and on the Board from November 22, 2021 to February 16, 2024. Mr. Lum is currently CEO and a director of subsidiary company MUJN Diagnostics Corp.
- 3) Mr. Green served on the Board from January 10, 2022 to July 12, 2023.
- 4) Mr. Lutz served on the Board from January 10, 2022 to July 12, 2023.

External Management Companies

The Company has not engaged the services of an external management company to provide executive management services to the Company, directly or indirectly.

Stock Options and Other Compensation Securities

During the financial year ended December 31, 2023, the following NEOs or directors of the Company were issued or granted compensation securities: nil

Exercise of Stock Options

During the financial year ended December 31, 2023, no NEO or directors of the Company exercised compensation securities.

Stock Option and Other Incentive Plans

Stock Option Plan

The Company has a rolling stock option plan (the "Option Plan") for the granting of stock options to the directors, officers, employees and consultants of the Company.

The purpose of granting such stock options is to assist the Company in compensating, attracting, retaining and motivating such persons and to closely align the personal interest of such persons to that of the Company's shareholders. The allocation of options under the Option Plan is determined to the Board which, in determining such allocations, considers such factors as previous grants to individuals, overall Company performance, peer company performance, share price performance, the business environment and labour market, the role and performance of the individual in question and, in the case of grants to non-executive directors, the amount of time directed to the Company's affairs and time expended for serving on the Company's Audit Committee and Compensation Committee.

A summary of the material aspects of the Option Plan are as follows:

- a) the Option Plan will be administered by the Board or, if the Board so designates, a Committee of the Board appointed in accordance with the Option Plan to administer the Option Plan;
- b) the maximum number of shares in respect of which options may be outstanding under the Option Plan at any given time is equivalent to 20% of the issued and outstanding shares of the Company at that time, less the number of shares, if any, subject to previously options;
- c) following termination of an optionee's employment, directorship, consulting agreement or other qualified position, the optionee's option shall terminate upon the expiry of such period of time following termination, being 30 days, unless otherwise determined by the Board or Committee;
- d) an option granted under the Option Plan will terminate one year following the death of the optionee. These provisions do not have the effect of extending the term of an option which would have expired earlier in accordance with its terms, and do not apply to any portion of an option which had not vested at the time of death or other termination;
- e) no one individual may receive options on more than 5% of the issued and outstanding shares of the Company (the "Outstanding Shares") in any 12 month period, no one consultant may receive options on more than 2% of the Outstanding Shares in any 12 month period, and options granted to persons employed to provide investor relations services may not exceed, in the aggregate, 2% of the Outstanding Shares in any 12 month period;
- f) options may not be granted at prices that are less than the market value of the shares on the day of grant; and
- g) in the event of a reorganization of the Corporation or the amalgamation, merger or consolidation of the shares of the Company, the Board may, without the consent of the option holder, cause all or a portion of any of the Options granted under the Option Plan to terminate or be exchanged for incentive stock options of another Company in such ratio and at such exercise price as the Board or Committee deems appropriate, acting reasonably.

As at the date hereof, there were 31,999,068 Common Shares issued and outstanding. Accordingly, under the Option Plan, the Company has the authority to grant options to purchase a total of 6,399,813 Common Shares. At the date hereof, 257,000 options have been granted under the Option Plan.

Employment, Consulting and Management Agreements

Other than as disclosed below and elsewhere in this Statement of Executive Compensation, the Company did not have any contracts, agreements, plans or arrangements that provide for compensation to its Named Executive Officers or directors during the financial year ended December 31, 2023.

Maryam Marissen, CEO and Director

The Company entered into an executive employment agreement with Maryam Marissen, the Chief Executive Officer and President of the Company, dated September 6, 2022 (the "**Marissen Employment Agreement**"), pursuant to which Ms. Marissen serves as the Chief Executive Officer and President of the Company. Ms. Marissen is entitled to a monthly base salary of \$15,000, subject to review by the Board on

an annual basis.' Ms. Marissen is also eligible for annual bonuses at the Board's discretion. On September 6, 2022, Ms. Marissen was granted 1,000,000 stock options (the "**Options**") exercisable at a price of \$0.23 per share until September 6, 2025, vesting quarterly (adjusted to 100,000 stock options exercisable at a price of \$2.30 per share, following a 1 for 10 share consolidation effective March 21, 2024).

Tammy Gillis, CFO, Treasurer and Secretary

The Company entered into a consulting agreement with Tammy Gillis, the CFO, Treasurer and Secretary of the Company, dated November 15, 2021 (the "**Gillis Consulting Agreement**"), for Ms. Gillis' services as the CFO of the Company. Ms. Gillis receives a monthly consulting fee of \$6,250, subject to increase to up to \$10,000, per month. On December 27, 2021, Ms. Gillis was granted 250,000 Options of the Company exercisable at a price of \$0.15 per share until December 27, 2024, vesting quarterly (adjusted to 25,000 stock options exercisable at a price of \$1.50 per share, following a 1 for 10 share consolidation effective March 21, 2024). The Gillis Consulting Agreement may be terminated by the Company or Ms. Gillis providing thirty days' written notice to the other party, and Ms. Gillis is entitled to consulting fees earned to the date of termination.

Robert Nygren, Executive Chair and Director

The Company entered into an amended and restated employment agreement with Robert Nygren, the Executive Chair and a director of the Company, dated March 22, 2022 (the "**Nygren Employment Agreement**"), pursuant to which Mr. Nygren serves as the Executive Chair of the Company. Commencing July 1, 2022, Mr. Nygren is entitled to an initial monthly base salary of \$10,000, to be reviewed on a quarterly basis during the first 12 months of the Nygren Employment Agreement, and annually thereafter. Effective September 6, 2023, Mr. Nygren's monthly base salary was increased to \$15,000. Mr. Nygren is also eligible for bonuses at the Board's discretion. Mr. Nygren was issued 1,500,000 performance warrants exercisable at a price of \$0.15 per share until July 1, 2025 and subject to certain performance vesting conditions (adjusted to 150,000 performance warrants exercisable at a price of \$1.50 per share, following a 1 for 10 share consolidation effective March 21, 2024).

Vincent Lum, Former CEO and Director

The Company entered into an amended and restated employment agreement with Vincent Lum, a director and the former CEO of the Company, dated March 22, 2022 (the "**Lum Employment Agreement**"), pursuant to which Mr. Lum served as the CEO of the Company until his resignation on September 6, 2022. Commencing July 1, 2022, Mr. Lum was entitled to an initial monthly base salary of \$10,000, to be reviewed on a quarterly basis during the first 12 months of the Lum Employment Agreement, and annually thereafter. Mr. Lum was also eligible for a bonus at the Board's discretion. Mr. Lum was issued 1,500,000 performance warrants exercisable at a price of \$0.15 per share until July 1, 2025 and subject to certain performance vesting conditions (adjusted to 150,000 performance warrants exercisable at a price of \$1.50 per share, following a 1 for 10 share consolidation effective March 21, 2024).

In connection with the termination of the Lum Employment Agreement, MUJN entered into an executive employment agreement with Mr. Lum dated September 6, 2022 (the "**Lum MUJN Employment Agreement**"), for Mr. Lum's services as the CEO and President of MUJN. Mr. Lum is entitled to an initial monthly base salary of \$15,000, to be reviewed on a quarterly basis during the first 12 months of the Lum MUJN Employment Agreement, and annually thereafter. Mr. Lum is also eligible for a bonus at the discretion of the board of directors of MUJN.

Peter Green, Former Director

PanGenomic Technologies Corp. (formerly PanGenomic Health Corp.) ("**PGT**") entered into an advisory board agreement with PSG Associates Holdings Inc. ("**PSG**"), a company controlled by Peter Green, a director of the Company, dated May 1, 2021 (the "**Green Consulting Agreement**"), for management consulting services provided by PSG to PGT. PSG receives a monthly consulting fee of \$5,000. The PSG Consulting Agreement may be terminated by PGT or PSG providing four weeks' written notice to the other party, and PSG is entitled to consulting fees earned to the date of termination. Pursuant to the Green

Consulting Agreement, on December 27, 2021, Mr. Green was granted 125,000 Options exercisable at a price of \$0.15 per share until December 27, 2024, of which 75,000 Options vested on December 27, 2021, 25,000 Options vested on March 31, 2022 and 25,000 Options vested on June 30, 2022.

Mr. Green also received a director fee of \$5,000 per month. On January 10, 2022, Mr. Green was granted 500,000 Options exercisable at a price of \$0.15 per share until January 10, 2025, vesting quarterly (adjusted to 50,000 stock options exercisable at a price of \$1.50 per share, following a 1 for 10 share consolidation effective March 21, 2024). Mr. Green resigned as a director and consultant effective July 12, 2023.

Jonathan Lutz, Former Director

The Company entered into an advisory board agreement with Jonathan Lutz, a director of the Company, dated October 1, 2022 (the “**Lutz Consulting Agreement**”), for consulting services provided by Mr. Lutz to PGT. Mr. Lutz receives a monthly consulting fee of \$5,000, to be reviewed on a quarterly basis. The Lutz Consulting Agreement may be terminated by the Company or Mr. Lutz providing thirty days’ written notice to the other party, and Mr. Lutz is entitled to consulting fees earned to the date of termination.

Mr. Lutz also received a director fee of \$5,000 per month. On January 10, 2022, Mr. Lutz was granted 500,000 Options exercisable at a price of \$0.15 per share until January 10, 2025, vesting quarterly (adjusted to 50,000 stock options exercisable at a price of \$1.50 per share, following a 1 for 10 share consolidation effective March 21, 2024). Mr. Lutz resigned as a director and consultant effective July 12, 2023.

Termination Benefits – Lum Employment Agreement, Marissen Employment Agreement, Nygren Employment Agreement and Lum MUJN Employment Agreement

Each of the Lum Employment Agreement, Maryam Employment Agreement, Nygren Employment Agreement and Lum MUJN Employment Agreement provide for payments following or in connection with any termination, resignation or retirement, the details of which are summarized below. In relation to the Lum MUJN Employment Agreement, references in this section to the Company are to MUJN.

Termination due to death, disability, termination without cause or a resignation for good reason

If the executive’s employment is terminated due to death, disability, a termination without cause or a resignation for good reason, the executive is entitled to:

- (a) a lump sum payment equal twelve (12) months of base salary or fees (the “**Severance Period**”);
- (b) participation in the Company’s benefits plans continuing through the applicable Severance Period to the maximum extent permitted under the applicable plan terms. For benefits that cannot be continued for all or part of the Severance Period, the Company shall reimburse such executive for replacement coverage; and
- (c) the executive’s base salary or fees up to and including the date of termination, plus any outstanding vacation pay and other compensation earned to the date of termination (collectively, the “**Accrued Obligations**”)

Termination by the Company for cause or resignation without good reason

If the Company terminates the executive for cause, or the executive resigns without good reason, such executive is not entitled to any termination payment from the Company and shall only receive the Accrued Obligations.

Oversight and Description of Director and NEO Compensation

The Company does not have a separate compensation committee. As such, the entire Board is responsible for, among other things, evaluating the performance of the Company’s executive officers, determining or making recommendations to the Board with respect to the compensation of the Company’s executive officers, making recommendations to the Board with respect to director compensation, incentive

compensation plans and equity-based plans, making recommendations to the Board with respect to the compensation policy for the employees of the Company or its subsidiaries and ensuring that the Company is in compliance with all legal requirements with respect to compensation disclosure. In performing its duties, the Board has the authority to engage such advisors, including executive compensation consultants, as it considers necessary.

All members of the Board are experienced participants in business or finance, and have sat on the board of directors of other companies, charities or business associations, in addition to the Board.

The Board does not have a pre-determined compensation plan. The Company does not engage in benchmarking practices and the process for determining executive compensation is at the discretion of the Board.

In performing its duties, the Board has considered the implications of risks associated with the Company's compensation policies and practices. At its present early stage of development and considering its present compensation policies, the Company currently has no compensation policies or practices that would encourage an executive officer or other individual to take inappropriate or excessive risks. A Named Executive Officer or director of the Company is permitted for his or her own benefit and at his or her own risk, to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars or units or exchange funds, that are designed to hedge or offset a decrease in the market value of equity securities granted as compensation or held, directly or indirectly, by the Named Executive Officer or director of the Company.

Pension Disclosure

The Company does not provide any pension benefits for directors or executive officers of the Company.

SCHEDULE “C”

Audit Committee Charter
of
PanGenomic Health Inc.

(See attached)

PANGENOMIC HEALTH INC.
AUDIT COMMITTEE CHARTER
(Adopted January 10, 2022)

I. MANDATE

The Audit Committee (the “Committee”) of the Board of Directors (the “Board”) of Pangenomic Health Inc. (the “Company”) shall assist the Board in fulfilling its financial oversight responsibilities. The Committee’s primary duties and responsibilities under this mandate are to serve as an independent and objective party to monitor:

1. the quality and integrity of the Company’s financial statements and other financial information;
2. the compliance of such statements and information with legal and regulatory requirements;
3. the qualifications and independence of the Company’s independent external auditor (the “Auditor”); and
4. the performance of the Company’s internal accounting procedures and the Auditor.

II. STRUCTURE AND OPERATIONS

A. Composition

The Committee shall be comprised of three or more members.

B. Qualifications

Each member of the Committee must be a member of the Board.

Each member of the Committee must be able to read and understand fundamental financial statements, including the Company’s balance sheet, income statement and cash flow statement.

C. Appointment and Removal

In accordance with the Articles of the Company, the members of the Committee shall be appointed by the Board and shall serve until such member’s successor is duly elected and qualified or until such member’s earlier resignation or removal. Any member of the Committee may be removed, with or without cause, by a majority vote of the Board.

D. Chair

Unless the Board shall select a chair of the Committee (the “Chair”), the members of the Committee shall designate a Chair by the majority vote of all of the members of the Committee. The Chair shall call, set the agendas for and chair all meetings of the Committee.

E. Meetings

The Committee shall meet as frequently as circumstances dictate. The Auditor shall be given reasonable notice of, and be entitled to attend and speak at, each meeting of the Committee concerning the Company’s annual financial statements and, if the Committee feels it is necessary or appropriate, at every other meeting. On request by the Auditor, the Chair shall call a meeting of the Committee to consider any matter that the Auditor believes should be brought to the attention of the Committee, the Board or the shareholders of the Company.

At each meeting, a quorum shall consist of a majority of members that are not officers or employees of the Company or of an affiliate of the Company.

As part of its goal to foster open communication, the Committee may periodically meet separately with each of management and the Auditor to discuss any matters that the Committee or any of these groups believes would be appropriate to discuss privately. In addition, the Committee should meet with the Auditor and management annually to review the Company's financial statements in a manner consistent with Section III of this Charter.

The Committee may invite to its meetings any director, any manager of the Company, and any other person whom it deems appropriate to consult in order to carry out its responsibilities. The Committee may also exclude from its meetings any person it deems appropriate to exclude in order to carry out its responsibilities.

III. DUTIES

A. Introduction

The following functions shall be the common recurring duties of the Committee in carrying out its purposes outlined in Section I of this Charter. These duties should serve as a guide with the understanding that the Committee may fulfill additional duties and adopt additional policies and procedures as may be appropriate in light of changing business, legislative, regulatory or other conditions. The Committee shall also carry out any other responsibilities and duties delegated to it by the Board from time to time related to the purposes of the Committee outlined in Section I of this Charter.

The Committee, in discharging its oversight role, is empowered to study or investigate any matter of interest or concern which the Committee in its sole discretion deems appropriate for study or investigation by the Committee.

The Committee shall be given full access to the Company's internal accounting staff, managers, other staff and Auditor as necessary to carry out these duties. While acting within the scope of its stated purpose, the Committee shall have all the authority of, but shall remain subject to, the Board.

B. Powers and Responsibilities

The Committee will have the following responsibilities and, in order to perform and discharge these responsibilities, will be vested with the powers and authorities set forth below, namely, the Committee shall:

Independence of Auditor

1. review and discuss with the Auditor any disclosed relationships or services that may impact the objectivity and independence of the Auditor and, if necessary, obtain a formal written statement from the Auditor setting forth all relationships between the Auditor and the Company;
2. take, or recommend that the Board take, appropriate action to oversee the independence of the Auditor;
3. require the Auditor to report directly to the Committee; and
4. review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the Auditor and former independent external auditor of the Company.

Performance & Completion by Auditor of its Work

1. be directly responsible for the oversight of the work by the Auditor (including resolution of disagreements between management and the Auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or performing other audit, review or attest services for the Company, including resolution of disagreements between management and the Auditor regarding financial reporting;

2. review annually the performance of the Auditor and recommend the appointment by the Board of a new, or re-election by the Company's shareholders of the existing, Auditor for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company;
3. recommend to the Board the compensation of the Auditor; and
4. pre-approve all non-audit services, including the fees and terms thereof, to be performed for the Company by the Auditor.

Internal Financial Controls & Operations of the Company

1. establish procedures for:
 - (a) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
 - (b) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Preparation of Financial Statements

1. discuss with management and the Auditor significant financial reporting issues and judgments made in connection with the preparation of the Company's financial statements, including any significant changes in the Company's selection or application of accounting principles, any major issues as to the adequacy of the Company's internal controls and any special steps adopted in light of material control deficiencies;
2. discuss with management and the Auditor any correspondence with regulators or governmental agencies and any employee complaints or published reports which raise material issues regarding the Company's financial statements or accounting policies;
3. discuss with management and the Auditor the effect of regulatory and accounting initiatives as well as off-balance sheet structures on the Company's financial statements;
4. discuss with management the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures, including the Company's risk assessment and risk management policies; and
5. discuss with the Auditor the matters required to be discussed relating to the conduct of any audit, in particular:
 - (a) the adoption of, or changes to, the Company's significant auditing and accounting principles and practices as suggested by the Auditor, or the Company's internal auditor or management;
 - (b) the management inquiry letter provided by the Auditor and the Company's response to that letter; and
 - (c) any difficulties encountered in the course of the audit work, including any restrictions on the scope of activities or access to requested information, and any significant disagreements with the Company's management.

Public Disclosure by the Company

1. review the Company's annual and interim financial statements, management discussion and analysis (MD&A) and earnings press releases before the Board approves and the Company publicly discloses this information.;

2. review the Company's financial reporting procedures and internal controls to be satisfied that adequate procedures are in place for the review of the Company's public disclosure of financial information extracted or derived from its financial statements, other than disclosure described in the previous paragraph, and periodically assessing the adequacy of those procedures; and
3. review disclosures made to the Committee by the Company's Chief Executive Officer and Chief Financial Officer during their certification process of the Company's financial statements about any significant deficiencies in the design or operation of internal controls or material weaknesses therein and any fraud involving management or other employees who have a significant role in the Company's internal controls.

Manner of Carrying Out its Mandate

1. consult, to the extent it deems necessary or appropriate, with the Auditor, but without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements;
2. request any officer or employee of the Company or the Company's outside counsel or Auditor to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee;
3. meet, to the extent it deems necessary or appropriate, with management, any internal auditor and the Auditor in separate executive sessions;
4. have the authority, to the extent it deems necessary or appropriate, to retain special independent legal, accounting or other consultants to advise the Committee advisors;
5. make regular reports to the Board;
6. review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval;
7. annually review the Committee's own performance;
8. provide an open avenue of communication among the Auditor, the Company's financial and senior management and the Board; and
9. not delegate these responsibilities.

C. Limitation of Audit Committee's Role

While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that the Company's financial statements and disclosures are complete and accurate and are in accordance with generally accepted accounting principles and applicable rules and regulations. These are the responsibilities of the Company's management and the Auditor.

SCHEDULE “D”

Stock Option Plan
of
PanGenomic Health Inc.

(See attached)

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.