

EXECUTIVE CONSULTING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made effective as of March 9, 2023 (the “**Effective Date**”).

AMONG:

ME THERAPEUTICS HOLDINGS, INC., a corporation incorporated under the *Business Corporations Act (British Columbia)* with an address at c/o Suite 800, 885 West Georgia Street, Vancouver, British Columbia V6C 3H1

(email: salim@metherapeutics.com)

(the “**Company**”)

AND:

DONALDSON BROHMAN MARTIN, CPA INC., a corporation incorporated under *Business Corporations Act (British Columbia)* with an address at the 605 - 130 Brew Street, Port Moody, British Columbia V3H 0E3

(email: qmartin@dbmcpa.ca)

(the “**Consultant**”)

AND:

QUINN MARTIN, a businessperson with an address at the [REDACTED]
[REDACTED]

(email: qmartin@dbmcpa.ca)

(“**Martin**”)

WHEREAS:

- A. The Consultant is in the business of providing certain accounting, financial reporting, taxation, administrative and management related services and has agreed to provide the services of Martin to act in the capacity of Chief Financial Officer (“**CFO**”) of the Company and provide advice and recommendations regarding the Company’s overall business strategy and future direction; and
- B. The Company wishes to engage the Consultant to provide the Services (as defined herein) pursuant to the terms of this Agreement, and the Consultant wishes to accept such engagement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

PART 1 SERVICES AND DUTIES OF THE CONSULTANT

1.1 Effective as of the Effective Date, the Company hereby engages the Consultant to provide the personal services of Martin to perform the duties and functions customarily performed by, and have all the responsibilities

customary to the role of CFO of the Company as are described in Schedule "A" to this Agreement (collectively, the "**Services**"), and such other duties reasonably related thereto as may be assigned by the Company from time to time, and the Consultant hereby accepts such engagement by the Company on the terms and subject to the conditions set forth in this Agreement.

1.2 It is hereby acknowledged by the Parties that in the event the Consultant wishes to provide a person other than Martin to provide the Services hereunder, such person must first be approved by the Board of Directors (the "**Board**") of the Company, in writing, and by the stock exchange, if any, on which the common shares of the Company are trading at the relevant time, and that such approvals may be denied for any reason whatsoever.

1.3 During the Term (as defined herein) of this Agreement, the Consultant and Martin will devote such amount of working time, attention and ability in a timely manner to perform the Services, and to any associated company, as is reasonably necessary for the proper performance of the Services pursuant to this Agreement.

PART 2 COMPENSATION OF THE CONSULTANT

2.1 The Company shall pay the Consultant the following:

- (a) as compensation for carrying out the Services during the Term, the Company agrees to pay to the Consultant a monthly fee comprised of:
 - (i) \$1,250.00 payable in cash (the "**Cash Portion**"); and
 - (ii) \$1,250.00 payable in common shares in the capital of the Company (the "**Shares**") to be issued at price per Share as is equal to the closing price of the Shares on the Canadian Securities Exchange or any other stock exchange or quotation service upon which the Shares may be listed or quoted from time to time (an "**Exchange**") on the date prior to issuance, subject to the rules and policies of the Exchange (the "**Equity Portion**").
- (b) The Consultant acknowledges and agrees that the Cash Portion may also be paid, in part or in whole, by the issuance of Shares, upon mutual agreement between the Parties. If paid in Shares, the Cash Portion may be settled as a shares-for-debt transaction payable in 1-month increments on the last day of the 1-month period, subject to compliance with all applicable laws, regulations and rules of any governmental authority or the Exchange.
- (c) The Company granted Martin 125,000 stock options at a price of \$0.45 per Share pursuant to the Company's stock option plan and the terms and conditions of the stock option agreement entered into between the Company and Martin.
- (d) From time to time, the Company may require additional services that are outside of the scope of the Services. Without limiting the generality of the foregoing, some examples of such additional services include assisting with subsequent prospectus offerings, assistance with budget preparation, preparation of regulatory filing documents, purchase price allocations related to a business or an asset acquisition, or extraordinary due diligence related to a transaction (collectively, the "**Additional Services**"). Should the Company require such Additional Services these would be billed by the Consultant at pre-determined hourly rates for each staff member involved in providing the service. These Additional Services must be pre-approved by the Board if greater than \$10,000 per Additional Service.

- (e) The Parties acknowledge and agree that the Consultant reserves the right to review its underlying costs on a monthly basis and may increase the Cash Portion of the monthly fees if its underlying costs have increased or exceed the initial analysis of budgeted hours per month incurred by the Consultant for the Services rendered. Such increase in the Cash Portion of the monthly fees would be communicated by email or telephone to the Chief Executive Officer of the Company and would be subject to mutual agreement by each of the Parties by way of an amendment to this Agreement.

2.2 The Company shall reimburse the Consultant for all documented reasonable travelling and other expenses incurred by the Consultant in connection with providing the Services under this Agreement, such reimbursement to be made in accordance with, and subject to, the policies and/or guidelines of the Company from time to time. The Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing the Services, and shall provide copies of such invoices and records relating to such expenses to the Chief Financial Officer of the Company in a timely manner in connection with any request for reimbursement. Any expenses for \$250 or greater incurred by the Consultant in connection with provision of the Services must be pre-approved by the Chief Executive Officer in writing.

2.3 The Consultant will deliver to the Company on or before the 10th day of each calendar month, an invoice for the immediately preceding month (the "**Invoice**") setting out the Cash Portion and the Equity Portion owing to the Consultant and any fees for Additional Services.

2.4 Unless mutually agreed upon by both Parties or settled in Shares in accordance with subsection 2.1(b), Invoices will be payable immediately upon receipt and will be considered overdue if not paid prior to the last day of the calendar month that the Invoice was received. The Equity Portion will be payable, subject to compliance with Exchange policies and applicable securities laws, on a timeline mutually agreed upon by both Parties.

PART 3 OBLIGATIONS OF THE CONSULTANT

3.1 The Consultant shall exercise the power and authorities, and fulfil the duties and responsibilities hereby conferred upon it, honestly, in good faith and in the best interests of the Company, shall perform the Services in a sound and professional manner as is reasonably expected of an individual in similar circumstances, and shall conduct itself in accordance with the charter documents and articles of the Company, policies of the Company, applicable law and the rules and policies of each stock exchange or quotation service upon which securities of the Company may be listed or quoted from time to time.

3.2 The Consultant will report to the Chief Executive Officer of the Company and the Board and will keep the Board informed of all matters concerning the Services as requested by the Board from time to time.

3.3 The Consultant shall ensure that Martin devotes sufficient working time, attention and ability in a timely manner to the business of the Company as is reasonably necessary for the proper performance of the Services pursuant to this Agreement.

3.4 The Consultant shall comply with all reasonable endeavours of the Company, industry practice, and law and regulation to ensure that it affords security to information of the Company and that the Consultant, or any persons with whom the Consultant works or with whom the Consultant deals, does not employ information of the Company in any manner contrary to law or fiduciary obligations.

3.5 In the event that the Consultant, Martin, or any person with whom the Consultant works or with whom the Consultant deals, trades in the Company's or an affiliate's securities, then the Consultant shall employ reasonable prudence and good market practice as to such trading and shall effect such in compliance with applicable law.

3.6 The Services performed by the Consultant will be provided at the business address of the Consultant unless otherwise agreed to by the Parties.

3.7 The Consultant acknowledges that, as a result of Martin's position as CFO of the Company and any of its subsidiaries, Martin is subject to insider trading regulations and restrictions under Canadian securities laws and therefore is required to file insider reports disclosing, among other things, the grant of any stock options or other security based compensation awards as well as the purchase and sale of any common shares or other securities in the capital of the Company. In addition, the Company may from time to time publish trading guidelines and restrictions for its employees, consultants, officers and directors as may be considered by the Company, in its discretion, prudent and necessary for a publicly listed company. It is a term of this Agreement that Martin, through the Consultant, complies with applicable securities laws, the rules and policies of each stock exchange or quotation service upon which securities of the Company may be listed or quoted from time to time and any Company guidelines and restrictions relating to these issues.

PART 4 CONFIDENTIALITY

4.1 For the purposes of this Agreement, "**Confidential Information**" means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients, sales personnel or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients or suppliers (whether or not reduced to writing or designated or marked as confidential), including, but not limited to, the following:

- (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of the Company, including, without limitation, Company Innovations (as defined herein), Company Property (as defined herein) and the Company's information concerning research, development, design and product details and specifications, financial information, procurement requirements, engineering and manufacturing information, and business plans;
- (b) information relating to strategies, research, communications, business plans and financial data of the Company;
- (c) any information of or regarding the Company and its business which is not readily publicly available;
- (d) work product resulting from or related to work or projects performed, or to be performed, for the Company or its affiliates, including, but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- (e) any intellectual property contributed to the Company, and any other technical and business information of the Company and its affiliates which is of a confidential, trade secret and/or proprietary character;
- (f) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed;
- (g) information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Company has agreed to keep confidential; and

- (h) any other information that becomes known to the Consultant as a result of this Agreement or the services performed hereunder, including information received by the Company from others, that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect.

4.2 The Consultant's obligations under this Section 4 do not apply to any Confidential Information that the Consultant can demonstrate: (i) was in the public domain at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company through no fault of the Consultant; (ii) was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company; or (iii) was independently developed by the Consultant without use of, or reference to, any Confidential Information communicated to the Consultant by the Company. A disclosure of any Confidential Information by Consultant in response to a valid order by a court or other governmental body or as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Consultant provides prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent the disclosure

4.3 The Consultant acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Consultant agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Consultant or disclosed to the Consultant as a result of or in connection with the Services. The Consultant agrees that, both during and after the termination of this Agreement, the Consultant will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure may be consented to by prior written authorization of the Board.

4.4 The Consultant may use the Confidential Information solely to perform the Services for the benefit of Company. The Consultant shall treat all Confidential Information with the same degree of care as the Consultant accords to the Consultant's own confidential information, but in no case shall the Consultant use less than reasonable care. The Consultant shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. The Consultant shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information.

4.5 All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that the Company furnishes to the Consultant, whether delivered to the Consultant by the Company or made by the Consultant in the performance of the Services, and whether or not they contain or disclose Confidential Information (collectively, the "**Company Property**"), are the sole and exclusive property of the Company or the Company's affiliates, suppliers or customers. The Consultant agrees to keep all Company Property at the Consultant's premises unless otherwise permitted in writing by the Company, and will treat the Company Property with the same degree of care as the Consultant treats its own property, but in no case shall the Consultant use less than reasonable care. Within five days after any request by the Company, the Consultant shall destroy or deliver to the Company, at the Company's option: (a) all Company Property and (b) all materials and items in the Consultant's possession or control that contain or disclose any Confidential Information. The Consultant will provide the Company a written certification of the Consultant's compliance with the Consultant's obligations under this Section 4.5.

4.6 The Consultant represents and warrants that the Consultant has not used and will not use, while performing the Services, any materials or documents of another company which the Consultant is under a duty not to disclose. The Consultant understands that, while performing the Services, the Consultant shall not breach any obligation or confidence or duty the Consultant may have to any current or former client or employer. The Consultant represents and warrants that it will not, to the best of the Consultant's knowledge and belief, use or

cause to be incorporated in any of the Consultant's work product, any data software, information, designs, techniques or know-how which the Consultant or the Company does not have the right to use.

Part 5
INDEPENDENT CONTRACTOR AND NON-EXCLUSIVITY

5.1 The Company and the Consultant each acknowledge and agree that the only relationship of the Consultant to the Company created by this Agreement shall for all purposes be that of an independent contractor, and all persons employed or engaged by the Consultant in connection herewith shall for all purposes be considered to be employed or engaged, as applicable, by the Consultant and not by the Company. The Company shall have no obligation whatsoever to pay or compensate the Consultant and/or any representative thereof for benefits that the Company may make available to its employees from time to time, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits, contributions to any pension plan, employment insurance or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer / employee relationship on behalf of the Consultant, or for taxes of any kind whatsoever, with the exception of GST, that arise out of or with respect to any fee, remuneration or compensation provided to the Consultant under this Agreement or holding any position with the Company. The Consultant shall fully indemnify and hold harmless the Company from and against all assessments, claims, liabilities, costs, expenses and damages that the Company and/or any of its affiliated companies may suffer or incur with respect to any amount which a competent government authority determines should have been deducted by the Company from compensation payable to the Consultant.

5.2 Except as provided for in this Agreement, the Company shall not control, supervise, direct or schedule the activities of the Consultant. The Consultant shall be solely responsible for the performance of the Services and shall have the exclusive control and direction, including the method, manner and scheduling of the same, except as may be reasonably required by the Company from time to time to satisfy the Company's corporate procedures, policies, deadlines or other requirements for operations or financial reporting.

5.3 The Company acknowledges that the Consultant and Martin are engaged in providing consulting and CFO services, with some similar to the Services noted herein, to other companies (public and private) including technology companies, some of whom may be in competition with the Company. The Company also acknowledges that Martin is, and may become an officer and/or director of other companies including publicly listed companies. The Company recognizes and agrees that these companies will require a certain portion of the Consultant's and Martin's time at the discretion of the Consultant. Martin agrees to advise the Company prior to becoming a director or officer of another company whose business is in direct competition and poses a serious conflict to the Company's business operations. The Company's written consent will be required for Martin to act as a director or officer in such instance, with such consent not to be unreasonably withheld. The Company hereby consents to the Consultant's involvement with all other companies (that are not in direct competition) and hereby waives any conflict arising or which may arise out of such activities.

PART 6
NON-INTERFERENCE WITH BUSINESS

6.1 The Consultant agrees that, during the Term, the Consultant will not, on the Consultant's own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, including as an employer, employee, principal, agent, director, officer, joint venturer, partner, shareholder or other equity holder, lender or other debt holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, financier, supplier or trustee, or by or through any company, cooperative, partnership, trust, unincorporated association or otherwise, anywhere in North America, or anywhere else worldwide, canvass, promote or solicit the business of (or procure or assist the canvassing, promotion or soliciting of the business of) any customer, prospective customer or supplier of the Company to supply or purchase any goods or

services that are substantially the same as or in competition with goods or services supplied in the business of the Company.

6.2 During the Term, and for a period of one year following the termination or expiration of this Agreement, the Consultant agrees not to solicit or induce any customer, prospective customer, supplier, sales personnel, employee or independent contractor involved with the Company to terminate or breach any employment, contractual or other relationship with Company, or to otherwise discontinue or alter such third party's relationship with the Company.

6.3 During the Term, and for a period of one year following the termination or expiration of this Agreement, the Consultant agrees not to, on the Consultant's own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Company or any of its affiliates, officers, directors, employees, consultants or advisors.

6.4 During the Term, and for a period of one year following the termination or expiration of this Agreement, the Company agrees not to, on the Company's own behalf or on behalf of or in connection with any third party or any of its affiliates, officers, directors, employees, consultants or advisors, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Consultant or any of its affiliates, officers, directors, employees, consultants or advisors.

PART 7 TERM AND TERMINATION

7.1 This Agreement will commence on the Effective Date and will continue for one year (the "**Term**"), unless terminated in accordance with Section 7.3 or renewed in accordance with Section 7.2.

7.2 This Agreement will be automatically renewed at the end of each Term for a subsequent one year term, on terms to be mutually determined by the Parties, unless terminated in accordance with Section 7.3.

7.3 Notwithstanding Section 7.1 or Section 7.2, this Agreement may be terminated at any time by:

- (a) the Consultant by giving at least 60 days advance notice in writing to the Company;
- (b) the Company by giving at least 60 days advance notice in writing to the Consultant;
- (c) the Parties by mutual agreement; or
- (d) the Company without notice in the event that the Consultant: (i) breaches any term of this Agreement, (ii) neglects the Services or any other duty to be performed by the Consultant under this Agreement for a period of one month or 20 consecutive working days in any 60 consecutive calendar days, (iii) engages in any conduct which is dishonest, or damages the reputation or standing of the Company, (iv) is convicted of any criminal act, (v) engages in any act of moral turpitude, (vi) files a voluntary petition in bankruptcy, or (vii) is adjudicated as bankrupt or insolvent.

7.4 Subject to Section 7.5, upon termination of this Agreement for any reason, the Consultant shall promptly deliver the following in accordance with the directions of the Company:

- (a) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination;
- (b) all documents pertaining to the Company or this Agreement, including, but not limited to, all Confidential Information, books of account, correspondence and contracts; and
- (c) all equipment and any other property belonging to the Company.

7.5 Prior to the Consultant completing the deliveries as set out in Section 7.4, the Company shall pay all amounts owed to the Consultant (inclusive of any Equity Portion) which have accrued through to the date of termination.

PART 8 RESIGNATION FROM OFFICE

8.1 In the event the Services are terminated, and the Consultant has been appointed or elected to any office or directorship with the Company, its subsidiaries or affiliates, the Consultant agrees to resign, effective the same date, from any and all such office(s) or directorship(s).

PART 9 INFORMATION

9.1 The Company will ensure that the Consultant is provided, on a timely basis, with all information and documentation concerning the Company which might reasonably be considered material to this engagement or which the Consultant may reasonably request in the performance of its Services, including reasonable access to the officers, directors, employees, independent auditors, and other advisors and consultants of the Company as well as its premises, computer systems and applications as is reasonably required by the Consultant to complete the performance of the Services. The Company will further ensure that the Consultant is advised, on a timely basis, of any change, that is known to the Company, in any material or significant element in any of the data or information previously furnished to the Company by the Company or any change in circumstances or new development concerning the Company which might reasonably be considered material to this engagement.

9.2 The Company acknowledges and agrees that the Consultant shall be relying upon the accuracy and completeness of the information and documentation furnished to it pursuant to the preceding paragraph.

PART 10 INDEMNIFICATION

10.1 The Company hereby agrees to indemnify and save harmless the Consultant, including its directors, officers, employees and agents from and against any and all liability, damages, demands, claims, actions, proceedings, suits, judgements and expenses of whatsoever nature or kind, in respect of any civil, criminal or administrative action or proceeding to which the Consultant is a party by reason of being or having been engaged by the Company under this Agreement in connection with the provision of the Services (each a "**Claim**"). This includes amounts paid to settle any Claim and the reasonable, fees, disbursement and taxes of counsel in connection with any Claim that may be made or threatened against the Consultant or in enforcing this indemnity provision. The Company hereby agrees to reimburse the Consultant when invoiced, for any legal or other expenses reasonably incurred by the Consultant in connection with any Claim. If a Canadian court or law determines that a Claim was caused by or resulted from the Consultant's breach of this Agreement, gross

negligence, fraud or willful misconduct, this indemnity shall not apply to the Consultant in respect of such Claim. This indemnity provision will survive the termination of this Agreement.

PART 11 LIMITATION OF LIABILITY

11.1 Neither Party shall have any liability to the other, by reason of the termination of this Agreement or otherwise, for any special, incidental or consequential damages of any kind, such as compensation for loss of present or prospective profits or revenues or loss of actual or anticipated fees, whether or not the Consultant or Martin was advised of the possibility of such damage.

11.2 Neither Party will be liable for any delays or non-performance resulting from circumstances or causes beyond the Party's reasonable control, including, without limitations, acts or omissions of the failure to cooperate by the other Party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and representatives), fire or other casualty, internet interruptions, electric interruptions, viruses that are not filtered by reasonable antivirus software, acts of God, epidemics or pandemics, strikes or labor disputes, war or other act of violence, or any law order or requirement of any governmental agency or authority.

11.3 The Consultant provides no other warranties in regard to its provision of the Services, nor will the Consultant or Martin be liable to the Company, in any manner or to any extent, for any loss, costs or damages incurred by the Company arising out of or otherwise connect with its provision of the Services. The Company agrees to hold the Consultant and its employees harmless for any direct or indirect losses incurred by the Company arising from work performed by Martin or the Consultant's employees where such loss arose as a result of providing incomplete, inaccurate or misrepresented information to the Consultant, Martin or the Consultant's employees in the performance of the services contemplated in this Agreement, or from misrepresentations (whether such failure, furnishing and/or misrepresentation is innocent, negligent, reckless or willful). Furthermore, the Consultant shall not be liable for failures or delays in the performance of Services that arise from causes beyond its control, including the untimely performance by the Company, its assigns, representatives, advisors or agents, of its obligations under this Agreement.

11.4 In connection with this Agreement, the Consultant may communicate with the Company, including its officers, directors, employees, consultants and other advisors, via telephone, facsimile, post, courier and e-mail transmission. As all communications can be intercepted or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, the Consultant cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, the Consultant and Martin specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by the Consultant or Martin in connection with the performance of this engagement. In that regard, the Company agrees that the Consultant and Martin shall have no liability for any loss or damage to any person or entity resulting from: communications, including any consequential, incidental, direct or indirect; special damages, such as loss of revenues or anticipated profits; or disclosure or communication of confidential or proprietary information.

PART 12 GENERAL PROVISIONS

12.1 Except as provided in this Agreement, this Agreement constitutes the entire agreement to date between the Parties and supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the Parties with respect to the subject matter of this Agreement.

12.2 The Schedules attached hereto form an integral part of this Agreement.

12.3 Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments relating hereto. The Parties agree that they have had adequate opportunity to seek independent legal and tax advice with respect to the subject matter of this Agreement, and have either obtained such advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such legal or tax advice.

12.4 The Parties shall from time to time after the execution of this Agreement make, do, execute or cause or permit to be made, done or executed, all such further and other acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.

12.5 This Agreement may not be assigned by either Party without the prior written consent of the other Party.

12.6 This Agreement may be amended or supplemented only by a written agreement signed by all Parties.

12.7 Martin acknowledges and consents to the release by the Company of certain information regarding Martin, including the business name, address, telephone number and the terms of this Agreement, in compliance with applicable corporate and securities regulatory policies, to securities authorities, the Exchange and the public as required by law. The purpose of the collection of the information is to ensure the Company and its advisors shall be able to obtain the information required to be provided in documents required to be filed with the Exchange and with applicable securities commissions and the shareholders of the Company as required under applicable corporate and securities laws. In addition, Martin acknowledges and consents to the collection, use and disclosure of all such personal information by the Exchange and other regulatory authorities in accordance with their requirements, including the provision to third party service providers.


12.8 In this Agreement:

(a) any notice or communication required or permitted to be given under the Agreement shall be in writing and shall be considered to have been given if delivered by hand, transmitted by e-mail transmission or mailed by prepaid registered post, to the address or e-mail address of each Party set out as follows:

(i) to the Company, at:

ME Therapeutics Holdings Inc.
c/o Suite 800, 885 West Georgia Street
Vancouver, British Columbia V6C 3H1
Attention: Chief Executive Officer
E-mail: salim@metherautics.com

(ii) to the Consultant, at:

Donaldson Brohman Martin, CPA Inc.

Attention: Quinn Martin
E-mail: qmartin@dbmcpa.ca

(b) any notice or communication shall be considered to have been received:

- (i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;
- (ii) if sent by e-mail transmission during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and if not transmitted during normal business hours of the recipient, upon the commencement of next normal business day of the receiver; and
- (iii) if mailed by prepaid registered post, upon the fifth day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication shall be delivered by hand or sent by facsimile transmission.

12.9 Time shall be of the essence of this Agreement.

12.10 This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, administrators and permitted assigns.

12.11 All payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of Canada.

12.12 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law and shall be treated in all respects as a British Columbia contract. The Parties agree that the courts of British Columbia shall have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each Party attorns to the exclusive jurisdiction of the courts of British Columbia.

12.13 If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term shall be separately valid and enforceable.

12.14 In this Agreement, using separate Parts and inserting headings are for convenient reference only and shall in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.

12.15 Sections 2, 4, 5, 6, 10 and 11 shall survive and remain in force notwithstanding the expiration or other termination of this Agreement for any reason whatsoever. Any expiration or termination of this Agreement shall be without prejudice to any rights and obligations of the Parties arising or existing up to the effective date of such expiration or termination, or any remedies of the Parties with respect thereto.

12.16 This Agreement may be signed by facsimile, pdf e-mail attachment or original and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first written above.

ME THERAPEUTICS HOLDINGS INC.

DONALDSON BROHMAN MARTIN, CPA INC.

Per: "Salim Dhanji"
Authorized Signatory

Per: "Quinn Martin"
Authorized Signatory

"Quinn Martin"

QUINN MARTIN

Schedule "A"

SERVICES

Defined terms used but not otherwise defined in this Schedule A have the meaning ascribed thereto in the Executive Consulting Agreement dated effective March 9, 2023 between the Consultant and the Company of which this Schedule A forms part.

The Services to be provided under the Agreement are as follows:

General

- (a) Part-time CFO duties for a venture Canadian publicly-listed company;
- (b) Oversee the Company's controller and accounting department;
- (c) Financial reporting, including review and/or preparation of financial statements, reports and disclosure documents, coordination with any outside accountant, auditor and legal counsel in the preparation of any regulatory disclosure documents, and certifying required regulatory filings;
- (d) Assist with economic strategy and forecasting, including assistance with studying, analyzing and reporting on trends and opportunities for expansion and projection of future company growth and acquisitions;
- (e) Preparation and analyzing or preparing budgets for expansions and future projects;
- (f) Review, preparation and administration of Company contracts, in coordination with legal counsel;
- (g) Share capital, warrant and share-based compensation administration and administration related to fund raising;
- (h) Review and/or assistance with preparation and dissemination of Company press releases;
- (i) Liaise with Company service providers including legal counsel, transfer agent and others, relating to management and administration of a Canadian publicly listed company; and
- (j) Such other duties as are usual and typical for a person in a similar position with a junior Canadian publicly-listed company and of such different or additional duties as may be reasonably established by management or the Board as may be agreed to by the Consultant.