

EXECUTIVE CONSULTING AGREEMENT

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

BETWEEN:

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@metherautics.com)

(the “**Company**”)

AND:

SALIM ZULFIKAR DHANJI, an individual having an address at 425 Westholme Rd, West Vancouver, BC V7V 2M9

(the “**Consultant**”)

WHEREAS:

- A. The Consultant is in the business of providing certain corporate and scientific consulting services and has agreed to act in the capacity of Chief Executive Officer (“**CEO**”) of the Company; 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 perform the duties and functions customarily performed by, and have all the responsibilities customary to the role of CEO 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.

PART 2
COMPENSATION OF THE CONSULTANT

2.1 As consideration for the provision of the Services by the Consultant, the Company and the Consultant agree to the compensation set out in in Schedule “B” to this Agreement. Unless specifically agreed to in writing by the Company and the Consultant, the Consultant shall not be entitled to any remuneration for performance of the Services except as set out in 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 provides 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 Financial Officer in writing.

2.3 The Consultant acknowledges and agrees that it shall be responsible for the timely payment of all taxes and remittances in connection with any remuneration hereunder.

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. When requested by the Company, the Consultant shall advise the Company of any particular compliance issues affecting any of the Services for which the Consultant has been engaged.

3.2 The Consultant will report to the board of directors of the Company (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 devote 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 The Services performed by the Consultant will be provided at the business address of the Consultant unless otherwise agreed to by the Parties.

3.6 The Consultant acknowledges that as a result of his position as CEO of the Company and any of its subsidiaries, the Consultant 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 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, technology, business associates, personnel, contractors or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, contractors, 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 or plans 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 or contractors, 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 or contractors 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 or stock exchange policy 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 CEO.

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, documents, plans, papers, diskettes, tapes, models, apparatus, 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.

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.

PART 6 COVENANTS

6.1 The Consultant agrees that the Consultant will not, on the Consultant's own behalf or on behalf of or in connection with any other person, directly or indirectly, in any capacity whatsoever, engage in any conduct or 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 directors, officers, agents, representatives or affiliates. This Section 6.1 will survive the termination of this Agreement.

6.2 During the term of this Agreement and for a period of 12 months immediately following the termination of this Agreement, the Consultant covenants and agrees that the Consultant will not, directly or indirectly, on the Consultant's own behalf or on behalf of a third party:

- (a) hire or retain any employee of the Company about whom the Consultant became aware in connection with the Consultant's appointment or tenure as a director of the Company or with whom the Consultant had contact in connection with the Consultant's appointment or tenure as a director or officer of the Company; or
- (b) contact, solicit or endeavour to entice:
 - (i) any employee of the Company about whom the Consultant became aware in connection with the Consultant's appointment or tenure as a director or officer of the Company or with whom the Consultant had contact in connection with

the Consultant's appointment or tenure as a director and officer of the Company, or

- (ii) any person who was an employee of the Company on the termination date of this Agreement or prior to the termination about whom the Consultant became aware in connection with the Consultant's appointment or tenure as a director and officer of the Company or with whom the Consultant had contact in connection with the Consultant's appointment or tenure as a director and officer of the Company,

to terminate their employment with the Company.

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 30 days advance notice in writing to the Company;
- (b) the Company by giving at least 30 days advance notice in writing to the Consultant;
- (c) the Parties by mutual agreement; or
- (d) the Company, without notice or payment in lieu of notice in the event the Consultant breaches the terms of this Agreement or habitually neglects the duties to be performed under this Agreement, engages in any conduct which is dishonest, damages the reputation or standing of the Company, or is convicted of any criminal act.

7.4 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.

PART 8
GENERAL PROVISIONS

8.1 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.

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

8.3 The Consultant acknowledges that the restrictions contained in Part 4 and Part 6 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of such Parts could result in irreparable injury to the Company. The Consultant agrees that, in the event it violates any of the restrictions referred to in Part 4 and Part 6, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit.

8.4 The Consultant expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of reasonableness in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Company by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.

8.5 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.

8.6 The Consultant acknowledges and agrees that: this Agreement was prepared by Clark Wilson LLP for the Company; that Clark Wilson LLP received instructions from the Company and does not represent the Consultant; the Consultant has been requested to obtain his own independent legal advice on this Agreement prior to signing this Agreement; the Consultant has been given adequate time to obtain independent legal advice; by signing this Agreement, the Consultant confirms that he fully understands this Agreement; and by signing this Agreement without first obtaining independent legal advice, the Consultant waives his right to obtain independent legal advice.

8.7 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.

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

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

8.10 The Consultant acknowledges and consents to the release by the Company of certain information regarding the Consultant, 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, any applicable stock 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 any applicable stock exchange and with applicable securities commissions and the shareholders of the Company as required under applicable corporate and securities laws. In addition, the Consultant acknowledges and consents to the collection, use and disclosure of all such personal information by any applicable stock exchange and other regulatory authorities in accordance with their requirements, including the provision to third party service providers.

8.11 In this Agreement:

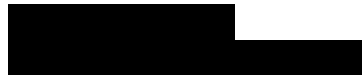
(a) any notice or communication required or permitted to be given under the Agreement shall be in writing and shall be considered to have been given if delivered by hand, transmitted by e-mail transmission or mailed by prepaid registered post, to the address or e-mail address of each Party set out as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

(i) to the Company, at:

ME Therapeutics Holdings Inc.
C/o 800 – 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Quinn Martin
Email: qmartin@dbmcpa.ca

(ii) to the Consultant, at:



Attention: Salim Dhanji
Email: salim@metherapeutics.com

8.12 Time shall be of the essence of this Agreement.

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

8.14 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.

8.15 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 in the City of Vancouver, 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.

8.16 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.

8.17 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.

8.18 Parts 2, 4, 5, 6 and 7 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.

8.19 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 with the intention that it be effective as at and from the Effective Date notwithstanding the date of execution.

ME THERAPEUTICS HOLDINGS, INC.

Per: "Quinn Martin"
Authorized Signatory

"Salim Zulfikar Dhanji"

SALIM ZULFIKAR DHANJI

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 Salim Zulfikar Dhanji (the "CEO") and ME Therapeutics Holdings, Inc. (the "Company") of which this Schedule A forms part.

DUTIES OF THE CHIEF EXECUTIVE OFFICER

The CEO is the senior operations officer of the Company. Therefore, the CEO: sets the tone for the Company by exemplifying consistent values of high ethical standards, integrity and fairness; leads the Company in defining its vision; is the main spokesperson for the Company; and bears the chief responsibility of ensuring that the Company meets its short-term operational and long-term strategic goals and objectives.

Responsibilities

The CEO is responsible for managing all matters relating to the operations and general administration of the Company, including:

1. Strategic Leadership
 - (i) developing and recommending short and long-term goals, strategies, and objectives to ensure the maximization of shareholder value and the long-term success of the Company;
 - (ii) leading and managing the Company within parameters established by the Company;
 - (iii) reviewing and reporting regularly to the Board concerning the Company's progress towards its goals and all material deviations from the goals, strategies, and objectives approved by the Board, including updating and making changes as required, and involving the Board in the early stages of developing strategy;
 - (iv) developing, recommending to the Board and implementing capital and operating plans that support the Company's long-term strategic objectives;
 - (v) reviewing and reporting regularly to the Board on the overall progress and results against operating and financial objectives and initiating courses of action for improvement;
 - (vi) developing corporate goals and objectives that the CEO is responsible to meet, for Board approval;
 - (vii) identifying the principal risks of the Company's business and ensuring the implementation of appropriate systems to manage these risks; and
 - (viii) keeping the Board fully informed of all significant operational, financial, and other matters relevant to the Company, including legal, regulatory, and governmental policy developments.
2. Financial Leadership
 - (i) developing annual capital commitment and expenditure budgets for approval by the Board;
 - (ii) developing annual operating forecasts of revenue, expenditures, operational results, and financial performance;

- (iii) authorizing the commitment of funds for capital projects included in budgets approved by the Board or within any spending authority levels approved by the Board;
- (iv) authorizing commitment of corporate resources, including contracts, transactions and arrangements in the ordinary course of business, in order to pursue the approved strategies, business plans, and objectives of the Company;
- (v) reporting major commitments, exposures, and risks to the Board in a regular and timely manner; and
- (vi) taking reasonable steps to ensure that the Company's assets are adequately safeguarded and optimized in the best interests of the shareholders.

3. Administrative Leadership

- (i) developing and maintaining a sound, effective organizational structure and ensuring that personnel and systems are in place to appropriately manage the affairs of the Company;
- (ii) maintaining a positive work environment that is conducive to attracting, retaining and motivating a diverse group of top-quality employees at all levels;
- (iii) ensuring that responsibilities and authorities of all members of the organization are clearly established;
- (iv) ensuring that there is an effective succession plan in place for the position of CEO, in cooperation with the Board; and
- (v) ensuring that the Company has an effective management team and establishing a plan for senior management development and succession, including the appointment, training and monitoring of senior management.

4. Public Leadership

- (i) formulating and overseeing the implementation of major corporate policies and ensuring there is an effective communications policy for the Company;
- (ii) ensuring that effective communications and appropriate relationships are maintained with the shareholders of the Company and other stakeholders;
- (iii) maintaining or causing to be maintained such industry, governmental, public, or other external relationships as are deemed advisable and in the best interests of the Company; and
- (iv) managing and overseeing required interactions between the Company and the public and acting as the principal spokesperson for the Company.

5. Compliance Leadership

- (i) ensuring that appropriate personnel and systems are in place for the integrity and adequacy of the Company's internal control and management information systems;
- (ii) taking steps to ensure the safe and efficient operation of the Company and ensuring compliance with the Company's environmental, health, and safety policies, procedures, and practices;

- (iii) ensuring that all operations and activities of the Company are conducted in accordance with applicable laws, regulations, the Company's Code of Business Ethics, sound business practices, and any other policies and practices approved by the Board; and
- (iv) fostering a high-performance corporate culture that promotes ethical practices, encourages individual integrity and accountability, and fulfils social responsibility.

Schedule "B"

COMPENSATION

Defined terms used but not otherwise defined in this Schedule B have the meaning ascribed thereto in the Executive Consulting Agreement dated effective March 9, 2023 between Salim Zulfikar Dhanji (the "**CEO**") and ME Therapeutics Holdings, Inc. (the "**Company**") of which this Schedule B forms part.

As consideration for the Services, the Consultant is eligible to be granted incentive stock options by the Company in accordance with the terms and conditions of the Company's incentive plans in force from time to time and in accordance with applicable stock exchange and with applicable securities laws. The Company granted to the Consultant options to purchase an aggregate of 800,000 common shares of the Company (the "**Stock Options**") at an exercise price of \$0.45 per common share. The Stock Options are subject to the stock option agreement entered into in connection with the grant of Stock Options (the "**Stock Option Agreement**").