

ADVISORY AGREEMENT

THIS AGREEMENT is dated as of the 13th day of July, 2024.

BETWEEN:

MICHAEL WEINFELD an individual with an address at [REDACTED]
[REDACTED]

(the “**Advisor**”)

AND:

ONCO INNOVATIONS LIMITED, a corporation incorporated under the laws of British Columbia and having a business office at at Suite 2200 – 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8

(the “**Company**”)

WHEREAS:

- A. The Company is in the business of pursuing the commercialization of cancer treatments and therapies, primarily focused on preclinical stage biotechnology working on PNKP inhibitors;
- B. The Advisor is a scientist with expertise related to cancer therapeutics and has connections in the cancer research field, and has agreed to provide advice and recommendations regarding the Company’s research and commercialization strategy; and
- C. The Company wishes to engage the Advisor to provide certain services on the terms of this Agreement and the Advisor agrees to be so retained.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. **INTERPRETATION**

1.1 Where used herein the following terms shall have the meanings set out below:

- (a) “**Advisory Board**” means the group of individuals appointed by the Company to act as advisors to the Board;
- (b) “**Advisory Services**” means the advisory services to be provided by the Advisor to the Board and the Company as set out in subsection 3.1;
- (c) “**Board**” means the board of directors of the Company; and
- (d) “**Term**” has the meaning given to it in subsection 2.1.

2. TERM

2.1 **Term.** The term of this Agreement (the “**Term**”) shall become effective as of July 11, 2024 and shall continue unless this Agreement is earlier terminated in accordance with Section 5.

3. ADVISORY SERVICES

3.1 **Advisory Services.** The Company hereby appoints and retains the Advisor, on a non-exclusive basis, during the Term to serve as a member of the Advisory Board and provide the Advisory Services as requested by the Company from time to time, and the Advisor hereby accepts such appointment to the Advisory Board and agrees to provide diligently the Advisory Services. In providing the Advisory Services, the Advisor will have an advisory role only and report directly to and take direction from the Board. In no circumstances will the Advisor perform any functions of the Board. The Advisor will participate in Advisory Board meetings on an ad-hoc basis, upon reasonable notice from the Chief Executive Officer of the Company, along with some or all of the other Advisory Board members, and provide Advisory Services to the Board which shall include:

- (a) help guide the Company through pre-clinical development;
- (b) use your industry connections to further the interests of the Company, including providing access and introductions to relevant contacts, partners, strategic advisors and other contacts of potential interest to the Company;
- (c) making recommendations for both the short-term and the long-term business strategies to be employed by Company;
- (d) authorization to promote your name and/or biography, as a member of the Advisory Board of the Company, in regulatory documents, press releases, and marketing materials of the Company;
- (e) discussing from time to time any matters pertaining to the Company’s business; and
- (f) providing such other advisory, technical or consulting services as may be appropriate from time to time.

3.2 **Board to Act Independently.** The Board shall diligently and responsibly receive all advice from the Advisor and the Advisory Board and exercise its own independent judgment before acting upon such advice.

3.3 **Remuneration.** In consideration of the provision of the Advisory Services, the Advisor shall be entitled to participate in the Company’s equity incentive plan (the “**Plan**”) that the Company has in place from time to time, subject to the terms of the Plan. The compensation of any equity incentive shall be at the sole discretion of the Board and there is no assurance that such compensation will be paid in any given year, or that the Company will provide the same compensation in any future year as in any past year.

- 3.4 **Reimbursement of Expenses.** The Company will reimburse you for all reasonable and necessary out-of-pocket expenses incurred by you as a member of the Advisory Board, provided such out-of-pocket expenses are supported by reasonable documentation.
- 3.5 **Relationship of the Parties.** Nothing in this Agreement shall create or shall be deemed to create any contract or relationship of employment, partnership, joint venture or any relationship other than that of independent contractor between the Company and the Advisor. Without limiting the foregoing: (a) the Advisor shall not be eligible to participate in any benefit or payments under any employment standards legislation; and (b) the Company shall have no liability or responsibility for any statutory withholdings, registrations, deductions, or remittances related to the Advisor, including, any income, payroll, or other federal, state, or provincial taxes, employment insurance remittances, Canada Pension Plan contributions, or employer health tax, or worker's compensation insurance premiums for the Advisor. The Advisor is responsible for these withholding, remitting and registration obligations, and shall indemnify the Company from and against any order, penalty, interest, taxes or contributions that may be assessed against the Company as a result of the failure or delay of the Advisor to make any such withholdings, remittances or registration, or to file any information required by any law.
- 3.6 **Disclosure of Advisor.** During the Term, the Advisor shall:
- (a) disclose to the Company all of its interests in any transaction or agreement contemplated by the Company or any matter which may taint the Advisor's objectivity when performing its role as an Advisor hereunder;
 - (b) inform the Company of any business opportunities made available to the Advisor as a result of the Advisor's involvement with the Company or otherwise through the performance of the Advisory Services; and
 - (c) not serve as an advisor, or consent to an appointment as a member of the board of directors, of a company which competes, directly or indirectly, with the Company.

4. CONFIDENTIAL INFORMATION

- 4.1 **Confidential Information.** As an Advisory Board member, you will receive Confidential Information (as defined herein) about the Company and its affiliates. The term "**Confidential Information**" means information, whether or not originated by the Advisory, that relates to the business or affairs of the Company, as well as information provided to the Company by third parties which the Company is required to keep confidential. Confidential Information includes, but is not limited to, the following types of confidential information (whether or not reduced to writing or designated or marked as confidential):
- (a) financial information, forecasts and projections, strategic plans, business opportunities, purchasing and internal cost information, and the manner and method of conducting the Company's business;
 - (b) information, studies, reports and other documents, including without limitation, plans, and projects that the Company owns, or is investigating for possible acquisition or investment; and

- (c) all information that becomes known to the Advisor as a result of the Advisory Services that the Advisory, acting reasonably, believes is Confidential Information or that the Company takes measures to protect.

Confidential Information does not include:

- (a) information which becomes generally available to the public other than as a result of a disclosure by the Advisor;
 - (b) information that was available to the Advisor on a non-confidential basis prior to its disclosure to the Advisor by the Company;
 - (c) information that becomes available to the Advisor on a non-confidential basis from a person or entity other than the Company, unless such disclosure by that person is itself in breach of a confidentiality commitment made directly or indirectly to the Company; or
 - (d) information, the disclosure of which is required to be made by any law, regulation or governmental authority (to the extent of the requirement), provided that before disclosure is made, notice of the requirement (and the extent of the requirement) is provided to the Company (to the extent reasonably possible in the circumstances), and the Company is afforded an opportunity to dispute the requirement.
- 4.2 **Use of Confidential Information.** Except as authorized by the Company, the Advisor will not, except in the course of providing the Advisory Services, use, duplicate, transfer, disclose, destroy, nor allow any other person to use, duplicate, transfer, disclose or destroy any of the Confidential Information without the prior written consent of the Company. This provision will survive termination of this Agreement for any reason.
- 4.3 **Return of Business Materials.** When your term as an Advisory Board member ends, you must immediately return all materials or property belonging to the Company, including all Confidential Information.
- 4.4 **Non-Disparagement.** The Advisor shall not reveal, disclose, use or cause to be revealed, disclosed or used any information or material with respect to the Company (which term shall, for the purposes of this section, include the Company and its affiliates and their respective officers, directors, shareholders, agents and employees) which is or may reasonably be expected to be injurious to any of the Company's or its affiliates interests. Without limiting the generality of the foregoing, the Advisory shall privately and publicly support the Company and its affiliates and not make any private or public statement of the business affairs, policies or the like of the Company or its affiliates and their respective officers, directors, shareholders, agents and employees that disparages the Company or its affiliates, and their respective officers, directors, shareholders, agents and employees, directly or indirectly, in any respect.

5. **TERMINATION**

- 5.1 **Termination.** The Company or the Advisor may terminate this Agreement without cause at any time by giving thirty (30) days written notice of termination of this Agreement to the other party (the "**Termination Date**"). Any termination of this

Agreement, either pursuant to this Section or otherwise, will not affect the obligations under Section 4, which will survive such termination.

- 5.2 **Termination by the Company.** In the event that this Agreement is terminated by the Company, the Company shall pay the Advisor an amount equal to any expenses incurred by the Advisor up to the effective date of the termination to the extent such expenses have not previously been reimbursed. Upon payment of such amounts, the Advisor shall have no claim against the Company for damages or otherwise by reason of such termination. In the event of termination of this Agreement, the Advisor shall, prior to the Termination Date, deliver to the Company all books, records, or other information in its possession pertaining to the Company's business.
- 5.3 **Termination by the Advisor.** In the event that this Agreement is terminated by the Advisor, the Advisor shall have fifteen (15) days, from the date of issuing written notice of termination to the Company (the "**Accounting Deadline**"), to provide the Company with any and all invoices for outstanding expenses incurred by the Advisor, pursuant to his role as Advisor, for reimbursement. Subsequent to the Accounting Deadline the Advisor shall not be entitled to reimbursement of any expenses incurred pursuant to his role as Advisor. Subsequent to the date of termination, the Advisor shall have no claim against the Company for unvested RSUs, which shall be terminated and cancelled effective as of the Termination Date. In the event of termination of this Agreement, the Advisor shall, prior to the Termination Date, deliver to the Company all books, records, or other information in its possession pertaining to the Company's business.

6. **INDEMNITY AND LIMITATION OF LIABILITY**

- 6.1 **Indemnification by the Company.** The Company shall indemnify and hold harmless the Advisor against any and all losses, damages, suits, judgments, costs and expenses arising under any such third-party claim or action provided however, that the Advisor provides the Company with:
- (a) written notice of such claim or action within fourteen (14) days of acquiring knowledge of the event;
 - (b) sole control and authority of the defence or settlement of such claim or action (provided that the Company shall not enter into any settlement which materially affects the Advisor's rights without the Advisor's prior written consent); and
 - (c) proper and full information and reasonable assistance to defend and/or settle any such claim or action.
- 6.2 **No Liability for Acts of the Company.** The Advisor shall not be liable for any act of the Company or any of its directors, officers or employees.
- 6.3 **Equitable Remedies.** The parties hereto acknowledge and agree that monetary damages might not be a sufficient remedy for any breach of this Agreement by either party, and that, in addition to all other remedies available at law, the suffering party will be entitled to seek injunctive or other equitable relief as a remedy for any such breach.

7. **GENERAL PROVISIONS**

- 7.1 **Governing Law.** This Agreement shall be governed by and be construed in accordance with the laws of British Columbia, and the federal laws of Canada applicable therein, without regard to its conflicts of laws principles.
- 7.2 **Independent Legal Advice.** The Advisor acknowledges that the Company has recommended that the Advisor obtain independent legal advice before executing this Agreement. The Advisor acknowledges that it has had the opportunity to either obtain such independent legal advice or has declined to do so.
- 7.3 **Amendments.** This Agreement may only be amended by mutual written consent of both parties hereto.
- 7.4 **Assignment.** Neither party may assign any rights or delegate any obligations hereunder without the prior written consent of the other party.
- 7.5 **Enforcement.** The Advisor acknowledges and agrees that the Company and/or one or more of its subsidiaries, affiliates or associated entities may enforce the provisions of this Agreement from time to time.
- 7.6 **Notice.** All notices or other communication that the parties hereto give each other in connection with this Agreement shall be in writing, and shall be delivered by hand, e-mail, or registered mail to the recipient at the party's address set forth on the first page of this Agreement or by e-mail. Proof of delivery in a prescribed manner shall constitute proof of receipt.
- 7.7 **Non-Waiver.** Neither party hereto shall be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an expressly written waiver. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.
- 7.8 **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
- 7.9 **Counterparts.** This Agreement may be executed and delivered electronically and in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF the parties hereto, intending to be legally bound, have executed this Agreement as at the date first written above.

SIGNED, SEALED & DELIVERED
in the presence of

"Dr. Gordon Chan"

Signature

Dr. Gordon Chan

Print Name

[REDACTED]

[REDACTED]

Address

[REDACTED]

Occupation

"Dr. Michael Weinfeld"

Dr. Michael Weinfeld

ONCO INNOVATIONS LIMITED.

Per: *"Onco Innovations Limited"*

Authorized Signatory