700 – 838 West Hastings Street
Vancouver, BC V6C 0A6

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that an annual general meeting (the "**Meeting**") of Shareholders of **Rocket Doctor AI Inc.** (the "**Corporation**") will be held at McMillan LLP, Suite 1500 – 1055 West Georgia Street, Vancouver, British Columbia, by way of in-person/conference call on Wednesday, October 22, 2025 at 10:00 a.m. (Pacific Time).

The Corporation is offering Shareholders the option to listen and participate (but not vote) at the Meeting in real time by conference call at the following coordinates:

Dial by your location	
Canada Toll Free:	1-855-244-8677
US Toll Free:	1-855-282-6330
Access Code:	2774 606 8737

Shareholders who intend to attend the Meeting via teleconference must **submit votes by Proxy ahead of the proxy deadline of 10:00 a.m. (Pacific Time) on October 20, 2025.** Attendance by teleconference allows Shareholders to listen to, but not to vote at the Meeting.

The Meeting is to be held for the following purposes:

1. to receive and consider the audited consolidated financial statements of the Corporation for the financial year ended December 31, 2024, together with the auditor's report thereon;
2. to set the number of directors and elect directors of the Corporation for the ensuing year;
3. to appoint an auditor of the Corporation for the ensuing year and to authorize the directors to set the auditor's remuneration;
4. To consider and, if thought fit, pass an ordinary resolution to approve the Company's Stock Option Plan;
5. To consider and, if thought fit, pass an ordinary resolution to approve the Company's Restricted Share Unit Plan; and
6. to consider any permitted amendment to or variation of any matter identified in this Notice and to transact such other business as may properly come before the Meeting or at any adjournment thereof.

An Information Circular accompanies this notice and contains details of matters to be considered at the Meeting. No other matters are contemplated, however any permitted amendment to or variation of any matter identified in this notice may properly be considered at the Meeting. The Meeting may also consider the transaction of such other business as may properly come before the Meeting or any adjournment thereof.

A shareholder who is unable to attend the Meeting in person and who wishes to ensure that such shareholder's shares will be voted at the Meeting is requested to complete, date and execute the enclosed form of proxy and deliver it in accordance with the instructions set out in the form of proxy and in the Information Circular.

If you hold your shares in a brokerage account you are not a registered shareholder. Unregistered (beneficial) shareholders who plan to attend the Meeting must follow the instructions set out in the form of proxy or voting instruction form to ensure that their shares will be voted at the Meeting.

DATED at Vancouver, British Columbia, this 17th day of September, 2025.

BY ORDER OF THE BOARD,

(signed) Dr. Essam Hamza

Dr. Essam Hamza
Chief Executive Officer

700 – 838 West Hastings Street
Vancouver, BC V6C 0A6

INFORMATION CIRCULAR

as at September 17, 2025 *except as otherwise indicated*

This Information Circular ("Circular") is furnished in connection with the solicitation of proxies (each a "Proxy" or "form of Proxy") by the management of Rocket Doctor AI Inc. (the "Corporation") for use at the annual general meeting (the "Meeting") of its shareholders to be held on October 22, 2025 at the time and place and for the purposes set forth in the accompanying notice of the Meeting.

In this Circular, references to the "**Corporation**", "**we**" and "**our**" refer to **Rocket Doctor AI Inc.** "**Common Shares**" means common shares without par value in the capital of the Corporation. "**Beneficial Shareholders**" means shareholders who do not hold Common Shares in their own name and "**Intermediaries**" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders. "**Registered Shareholders**" means shareholders who hold Common Shares registered in their own name. "**Shareholders**" means all shareholders who hold Common Shares.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of Proxies will be primarily by mail, but Proxies may be solicited personally or by telephone by directors and officers of the Corporation. The Corporation will bear all costs of this solicitation. We have arranged for Intermediaries to forward the Meeting Materials to beneficial owners of the Common Shares held of record by those Intermediaries and we may reimburse the Intermediaries for their reasonable fees and disbursements in that regard.

Appointment and Revocation of Proxies

The individuals named in the accompanying form of Proxy are officers and directors of the Corporation**. If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a Shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of Proxy.**

The completed form of Proxy must be dated and signed and the duly completed form of Proxy must be deposited at the Corporation's transfer agent, National Securities Administrators Ltd. ("National") by mail at their offices located at 702-777 Hornby Street, Vancouver, BC, V6Z 1S4, email to proxy@transferagent.ca or fax at 604-559-8908, at least 48 hours before the time of the Meeting or any adjournment thereof, excluding Saturdays, Sundays and holidays, which is on or before 10:00 am Pacific Standard Time on October 20, 2025.

The form of Proxy must be signed by the Shareholder or by his or her duly authorized attorney. If signed by a duly authorized attorney, the form of Proxy must be accompanied by the original power of attorney or a notarially certified copy thereof. If the Shareholder is a corporation, the form of Proxy must be signed by a duly authorized attorney, officer, or corporate representative, and must be accompanied by the original power of attorney or document whereby the duly authorized officer or corporate representative derives his

power, as the case may be, or a notarially certified copy thereof. The Chairman of the Meeting has discretionary authority to accept Proxies which do not strictly conform to the foregoing requirements.

In addition to revocation in any other manner permitted by law, a shareholder may revoke a Proxy by (a) signing a Proxy bearing a later date and depositing it at the place and within the time aforesaid, (b) signing and dating a written notice of revocation (in the same manner as the form of Proxy is required to be executed as set out in the notes to the form of Proxy) and depositing it at the place and within the time aforesaid or (c) registering with the scrutineer at the Meeting as a shareholder present in person, whereupon such Proxy shall be deemed to have been revoked.

Voting by Proxyholder

On any poll, the persons named in the enclosed form of Proxy will vote the shares in respect of which they are appointed and, where directions are given by the Shareholder in respect of voting for or against any resolution, will do so in accordance with such direction.

In the absence of any direction in the form of Proxy, it is intended that such shares will be voted in favour of the resolutions placed before the Meeting by management and for the election of the management nominees for directors and auditor, as stated under the headings in this Information Circular.

The form of Proxy enclosed, when properly completed and deposited, confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to any other matters which may be properly brought before the Meeting. At the time of printing of this Information Circular, the management of the Corporation is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any such amendments, variations or other matters should properly come before the Meeting, the Proxies hereby solicited will be voted thereon in accordance with the best judgement of the nominee.

Registered Shareholders

Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so using one of the following methods:

(a) complete, date and sign the enclosed form of Proxy and return it to the Corporation's transfer agent, National Securities Administrators Ltd. by mail to their offices located at 702-777 Hornby Street, Vancouver, BC, V6Z 1S4, or by email to proxy@transferagent.ca, or by fax at 604-559-8908; or

(b) using the internet at National's website, https://www.eproxy.ca/auth/login. Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed Proxy for the holder's control number and password.

In each of the above cases Registered Shareholders must ensure the Proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) prior to the Meeting or any adjournment thereof.

Beneficial Shareholders

The following information is of significant importance to Shareholders who do not hold Common Shares in their own name. Beneficial Shareholders should note that the only Proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Corporation as the registered holders of Common Shares) or as set out in the following disclosure.

If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Corporation. Such Common Shares will more likely be registered under the names of Intermediaries. In

Canada the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms), and in the United States, under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of meetings of shareholders. Every intermediary has its own mailing process and provides its own return instructions to clients.

There are two kinds of Beneficial Shareholders: Objecting Beneficial Owners ("**OBOs**") object to their name being made known to the issuers of securities which they own; and Non-Objecting Beneficial Owners who do not object to the issuers of the securities they own knowing who they are.

Pursuant to National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* the Corporation distributes copies of the Notice of Meeting, this Circular and the Proxy (collectively, the "**Meeting Materials**") to the depository and Intermediaries for onward distribution to Beneficial Shareholders. The Corporation does not send Meeting Materials directly to Beneficial Shareholders. Intermediaries are required to forward the Meeting Materials to all Beneficial Shareholders for whom they hold Common Shares unless such Beneficial Shareholders have waived the right to receive them.

These securityholder materials are being sent to both registered and non-registered (beneficial) owners of Common Shares. If you are a Beneficial Shareholder, and the Corporation or its agent sent these materials to you directly, your name, address and information about your holdings of securities were obtained in accordance with applicable securities regulatory requirements by the intermediary holding securities on your behalf. Management of the Corporation does not intend to pay for Intermediaries to forward the Meeting Materials to OBOs, so OBOs will not receive the Meeting Materials unless their intermediary assumes the cost of delivery.

If you are a Beneficial Shareholder:

If you are a Beneficial Shareholder you should carefully follow the instructions of your broker or intermediary in order to ensure that your Common Shares are voted at the Meeting.

The Proxy form supplied to you by your broker will be similar to the Proxy provided to Registered Shareholders by the Corporation. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada and in the United States. Broadridge mails a Voting Instruction Form ("**VIF**") in lieu of the Proxy provided by the Corporation. The VIF will name the same persons as are named on the Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Corporation), who is different from any of the persons designated in the VIF, to represent your Common Shares at the Meeting, and that person may be you. To exercise this right, insert the name of the desired representative, which may be you, in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge in accordance with Broadridge's instructions. Broadridge will then tabulate the results of all instructions received and provide appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any Shareholder's representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted or to have an alternate representative duly appointed to attend the Meeting to vote your Common Shares.**

Notice to Shareholders in the United States

The solicitation of Proxies in this Information Circular involves securities of an issuer located in Canada and is being effected in accordance with the corporate laws of the Province of British Columbia, Canada and the securities laws of certain provinces of Canada. The proxy solicitation rules under the United States Securities Exchange Act of 1934, as amended, are not applicable to the Corporation or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the applicable provinces of Canada differ from the disclosure requirements under United States securities laws.

The enforcement by shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Corporation is incorporated under the *Canada Business Corporations Act*, as amended, the majority of its directors and executive officers are residents of Canada and a substantial portion of the assets of such persons are located outside of the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a judgment by a United States court.

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

No director or executive officer of the Corporation, or any person who has held such a position since the beginning of the last completed financial year of the Corporation, nor any nominee for election as a director of the Corporation, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The board of directors (the "**Board**") of the Corporation has fixed September 12, 2025 as the record date (the "**Record Date**") for determination of persons entitled to receive notice of the Meeting. Only Shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of Proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

The Corporation is authorized to issue an unlimited number of Common Shares; which Common Shares are listed for trading on the Canadian Securities Exchange (the "**CSE**") under the stock symbol "AIDR". As of September 12, 2025, there were 80,584,398 Common Shares issued and outstanding, each carrying the right to one vote. No group of Shareholders has the right to elect a specified number of directors, nor are there cumulative or similar voting rights attached to the Common Shares.

Principal Holders

To the knowledge of the directors and executive officers of the Corporation, there are no persons or companies who beneficially own, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to the outstanding Common Shares areas as at September 12, 2025.

FINANCIAL STATEMENTS

The audited consolidated financial statements of the Corporation for the fiscal year ended December 31, 2024, with the report of the auditor thereon, and the related management discussion and analysis will be tabled at the Meeting. These documents are also available under the Corporation's profile on the SEDAR website at www.sedarplus.ca. Additional information relating to these documents may be obtained by the Shareholder upon request without charge by contacting the Corporation's via email at info@rocketdoctor.ai.

VOTES NECESSARY TO PASS RESOLUTIONS

Under the Corporation's Articles, the quorum for the transaction of business at the Meeting consists of at least one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, hold at last 5% of the issued shares entitled to be voted at the meeting.

In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an "**Ordinary Resolution**") unless the motion requires a "Special Resolution", in which case a majority of not less than two thirds of the votes cast will be required.

ELECTION OF DIRECTORS

At the Meeting, shareholders will be asked to consider and, if thought appropriate, pass an Ordinary Resolution fixing the number of directors and electing directors for the ensuing year.

The Shareholders of the Corporation last fixed the number of directors at five (5) and, at the Meeting, shareholders will be asked to fix the number of directors at five (5) and elect five (5) directors.

Each Director of the Corporation is elected annually and holds office until the next Annual General Meeting of the Shareholders unless that person ceases to be a Director before then. In the absence of instructions to the contrary, the shares represented by Proxy will, on a poll, be voted for the nominees herein listed. Management does not contemplate that any of the nominees will be unable to serve as a director.

The following sets out the name of each of the persons proposed to be nominated for election as a director; all positions and offices in the Corporation presently held by him/her; his/her principal occupation, business or employment (over the past 5 years, if not a previously elected director), the period during which he/she has served as a director; and the number of Common Shares that he/she has advised are beneficially owned, or controlled or directed, directly or indirectly, as at the date of this Information Circular.

Name of Nominee: Current Position with the Corporation and Province and Country of Residence	Period as a Director of the Corporation	Principal Occupations in Past Five Years	Common Shares Beneficially Owned or Controlled
Essam Hamza CEO and Director British Columbia, Canada	Since October 17, 2023	CEO & Director of the Company since October 2023; family physician; former CEO & Director of CloudMD until May 2022.	10,000[5]
Kevin Peterson[2][3][4] Chief Medical Officer, Chairman and Director Minnesota, United States	Since April 15, 2019	Family medicine physician, Professor Emeritus at the University of Minnesota Medical School, the Institute of Engineering in Medicine, and the Institute of Health Informatics.	3,841,768[6]
Christopher Cherry[1][2][4] Director British Columbia, Canada	Since January 18, 2021	Chartered Accountant and Certified General Accountant, Cherry Consulting Ltd.; self-employed management consultant providing management and accounting consulting services to public companies.	Nil[7]

Name of Nominee: Current Position with the Corporation and Province and Country of Residence	Period as a Director of the Corporation	Principal Occupations in Past Five Years	Common Shares Beneficially Owned or Controlled
Sean Clifford[(1)] Director British Columbia, Canada	Since January 18, 2021	Director, Corporate Partnerships for Canucks Sports & Entertainment.	Nil[(8)]
Andrew Zimmerman[(1)(2)(3)(4)] Director British Columbia, Canada	Since March 7, 2022	Mining Executive – President of Noble Plains Uranium	Nil[(9)]

Notes:

(1) Audit Committee Member
(2) Compensation Committee Member
(3) Disclosure Committee Member
(4) Governance and Nominating Committee Member
(5) Mr. Hamza also holds options to purchase 1,100,000 Common Shares and RSUs to redeem into 1,350,000 Common Shares.
(6) Mr. Peterson also holds 1,667 Preferred Shares, options to purchase 400,000 Common Shares and RSUs to redeem into 450,000 Common Shares.
(7) Mr. Cherry holds options to purchase 205,000 Common Shares and RSUs to redeem into 50,000 Common Shares.
(8) Mr. Clifford holds options to purchase 105,000 Common Shares and RSUs to redeem into 100,000 Common Shares.
(9) Mr. Zimmerman holds options to purchase 125,000 Common Shares and RSUs to redeem into 125,000 Common Shares.

The terms of office for those nominees who are presently Directors will expire as of the date of the Meeting. All of the Directors who are elected at the Meeting will have their term of office expire at the next Annual General Meeting of the Corporation.

Advance Notice Provisions

At the annual meeting of the Shareholders of the Corporation held May 11, 2023, the Shareholders approved the adoption of new Articles of the Corporation, which include advance notice provisions relating to the nomination of directors of the Corporation (the "**Advance Notice Provisions**"), for the purpose of providing Shareholders, directors and management of the Corporation with a clear framework for nominating directors of the Corporation in connection with any annual or special meeting of the Corporation's Shareholders.

The purpose of the Advance Notice Provisions is to: (i) ensure that all shareholders receive adequate notice of director nominations and sufficient time and information with respect to all nominees to make appropriate deliberations and register an informed vote; and (ii) facilitate an orderly and efficient process for annual or, where the need arises, special meetings of Shareholders of the Corporation. The Advance Notice Provisions fixes the deadlines by which Shareholders of the Corporation must submit director nominations to the Corporation prior to any annual or special meeting of Shareholders and sets forth the information that a Shareholder must include in a written notice to the Corporation for any director nominee to be eligible for election at such annual or special meeting of Shareholders.

A copy of the Corporation's Articles containing the Advance Notice Provisions can be found under the Corporation's profile at www.sedarplus.ca.

At the Meeting, any nominations for the position of director that are not proposed in this Circular and which are not provided pursuant to the Advance Notice Provisions, will not be accepted or considered at the Meeting. Pursuant to the Advance Notice Provisions, the requirements of the Advance Notice Provisions may be waived at the sole discretion of the Board at any time.

Pursuant to the Advance Notice Provisions, any additional director nominations for the Meeting must be received by the Corporation on or before June 7, 2024, being a date not less than 30 and no more than 65 days prior to the date of the Meeting. As of the date hereof, there were no nominations received.

Penalties, Sanctions, Cease Trade Orders, Bankruptcies Etc.

Except as disclosed below, no proposed director of the Corporation is, or within the 10 years before the date of this Information Circular has been, a director or executive officer of any company that, while that person was acting in that capacity:

(a) was the subject of a cease trade or similar order or an order that denied the company access to any exemption under securities legislation, for a period of more than 30 consecutive days;

(b) was subject to an event that resulted, after the director or executive officer ceased to be a director or executive officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more that 30 consecutive days; or

(c) 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.

Except as disclosed below, no proposed director of the Corporation 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 proposed director.

Except as disclosed below, no proposed director of the Corporation has been subject to:

(a) 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

(b) 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 proposed director.

Mr. Cherry was the CFO of Mexivada Mining Corp. ("**Mexivada**"). On October 29, 2010, at the request of management of Mexivada, the BCSC issued a CTO against the insiders of Mexivada for not filing comparative financial statements for its financial year ended June 30, 2010 and the related management's discussion and analysis for the same period. The CTO was rescinded on November 30, 2010 and is no longer in effect. On October 31, 2011, at the request of management, the BCSC issued a CTO against the insiders of Mexivada for not filing comparative financial statements for its financial year ended June 30, 2011 and the related management's discussion and analysis for the same period. The CTO was rescinded on November 24, 2011 and is no longer in effect. On October 31, 2012, at the request of management, the BCSC issued a CTO against the insiders of Mexivada for not filing comparative financial statements for its financial year ended June 30, 2012 and the related management's discussion and analysis for the same period. The cease trade order is still in effect.

Mr. Cherry was a former director and officer of 1040426 BC Ltd., 1040433 BC Ltd., 1040440 BC Ltd., 1040442 BC Ltd. and Genix Pharmaceutical Corp., companies that are reporting issuers in the provinces of British Columbia and Alberta. On December 2, 2016, the BCSC issued a CTO against these companies, their directors, officers and insiders for failure to file Financial Materials for the year ended July 31, 2016. The BCSC also issued deficiency notices to each of 1040440 BC Ltd. and Genix Pharmaceutical Corp. for failure to file first quarter financial statements and management's discussion & analysis for the period ended October 31, 2016. On May 23, 2017, the BCSC issued revocation orders for each of 1040426 BC Ltd., 1040433 BC Ltd. and 1040442 BC Ltd. (now Zenith Exploration Inc.) and the CTOs were lifted. The CTO remains in effect for 1040440 BC Ltd. and Genix Pharmaceutical Corp. On September 20, 2017, the BCSC

issued a revocation order for 1040440 BC Ltd. and the CTO was lifted. On April 13, 2018, the BCSC issued a revocation order for Genix Pharmaceutical Corp. and the CTO was lifted.

Mr. Cherry is the CFO and a director of ESG Global Impact Inc. (formerly Block One Capital Inc.) ("**ESG Global**"). On January 2, 2019, the BCSC issued a CTO against ESG Global and Mr. Cherry, as an insider of ESG Global, for failure to file Financial Materials for the year ended August 31, 2018. On January 31, 2019, the BCSC issued a revocation order for ESG Global and the CTO was lifted.

Mr. Cherry was the CFO of NetCents Technology Inc. ("**NetCents**"). On March 1, 2019, at the request of management of NetCents, the BCSC issued a CTO against the insiders of NetCents for failure to file Financial Materials for the year ended October 31, 2018. On March 29, 2019, the BCSC issued a revocation order for NetCents and the CTO was lifted. Also, On March 1, 2020, the BCSC issued a CTO against NetCents and its insiders for failure to file Financial Materials for the year ended October 31, 2019. On March 29, 2019, the BCSC issued a revocation order for NetCents and the CTO was lifted. On June 17, 2020, the BCSC issued a revocation order for NetCents and the MCTO was lifted. Also on March 1, 2020, the BCSC issued a CTO against NetCents and its insiders for failure to file Financial Materials for the year ended October 31, 2019. On March 29, 2019, the BCSC issued a revocation order for NetCents and the CTO was lifted. On June 17, 2020, the BCSC issued a revocation order for NetCents and the MCTO was lifted.

Mr. Cherry is the CFO and a director of Gold Port Corporation ("**Gold Port**"). On July 22, 2020, the BCSC issued a CTO against Gold Port and its insiders for failure to file Financial Materials for the year ended December 31, 2019. On September 3, 2020, the BCSC issued a revocation order for Gold Port and the CTO was lifted. Also on May 4, 2022, the BCSC issued a deficiency notice to Gold Port for failure to file Financial Materials for the year ended December 31, 2021. The BCSC has issued a revocation order and the financial statements were filed.

Mr. Cherry was the CFO of WPD Pharmacueticals Inc. ("**WPD**"). On June 16, 2020, the BCSC issued a CTO against WPD and its insiders for failure to file the Financial Materials for the year ended December 31, 2019. On July 31, 2020, the BCSC issued a revocation order for WPD and the CTO was lifted.

Mr. Cherry is the CFO and a director of VPN Technologies Inc. ("**VPN**"). On November 5, 2020, the BCSC issued a CTO against VPN and its insiders for failure to file Financial Materials for the year ended June 30, 2020. On December 31, 2020, the BCSC issued a revocation order for VPN and the CTO was lifted. Also on November 4, 2021, the BCSC issued a CTO against VPN and its insiders for failure to file Financial Materials for the year ended June 30, 2021. The Company is currently working to lift this CTO.

Mr. Cherry is the CFO of AuQ Gold Mining Inc. On June 29, 2021, the BCSC issued a CTO against the Company and its insiders for failure to file the Financial Materials for the year ended February 28, 2021. On August 17, 2021, the BCSC issued a revocation order for the Company and the CTO was lifted.

Mr. Cherry is the Interim CEO and Interim CFO of Angel Gold Corp. ("**ANG**"). On May 3, 2022, at the request of management, ANG submitted an application to the BCSC for an MCTO for the postponement of filing its Financial Materials for the year ended December 31, 2021. On May 30, 2022, the BCSC issued a revocation order for ANG and the MCTO was lifted.

Mr Cherry is the CFO and a director of Lynx Global Digital Finance Corp. and is currently subject to a CTO as a result of not filing its financial statements for the year ended December 31, 2021 and 2022. The Company is working to rectify the situation.

Mr. Cherry is the CFO of Global Hemp Group Inc. and is currently subject to a CTO as a result of not filing its financial statements for the year ended September 30, 2024. The Company

Unless otherwise directed, the persons named in the enclosed Proxy intend to vote FOR the election of the nominees named herein as directors of the Corporation until the close of the next annual general meeting.

APPOINTMENT OF AUDITOR

Welch LLP of Vancouver, British Columbia, have been auditors of the Corporation since August 18, 2025. The Shareholders will be asked to approve, by way of Ordinary Resolution, the appointment of Welch LLP as auditor of the Corporation for the ensuing year, at a remuneration to be fixed by the Corporation's Board.

Unless otherwise instructed, the Proxies given pursuant to this solicitation will be voted for the appointment of Welch LLP as the auditors of the Corporation to hold office for the ensuing year at a remuneration to be fixed by the Directors.

AUDIT COMMITTEE AND RELATIONSHIP WITH AUDITOR

The provisions of National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") requires the Corporation, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth below.

The Audit Committee's Charter

The audit committee has a charter, a copy of which was attached as Schedule "A" to the Corporation's information circular dated November 25, 2021 and filed on SEDAR on December 6, 2021.

Composition of the Audit Committee

Pursuant to Section 6.1.1(3) of NI 52-110, a majority of the audit committee must not be executive officers, employees or control persons of the Corporation.

The following directors comprise the Audit Committee:

Name	Independence	Financial Literacy[(1)]
Andrew Zimmerman	Independent	Financially literate
Christopher Cherry (Chair)	Independent	Financially literate
Sean Clifford	Independent	Financially literate

Notes:

(1) Section 1.6 of NI 52-110 provides that "An individual is financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements."

Relevant Education and Experience

Each member of the Corporation's audit committee has adequate education and experience relevant to their performance as an audit committee member and, in particular, the requisite education and experience that provides the member with:

(a) an understanding of the accounting principles used by the Corporation to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;

(b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Corporation's financial statements or experience actively supervising individuals engaged in such activities; and

(c) an understanding of internal controls and procedures for financial reporting.

See further information for each audit committee member below.

Andrew Zimmerman –Director

Mr. Zimmerman has been involved in public markets for twelve years, eight of which were at a National brokerage firm as an Investment and Commodity Advisor before becoming a Derivatives Portfolio Manager and then as a senior officer and audit committee member Stallion Uranium Corp.

Christopher Cherry – Director

Mr. Cherry has many years of practical financial and business experience and has the ability to read and understand financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected by the Corporation's financial statements.

Sean Clifford – Director

Mr. Clifford is the Director, Corporate Partnerships for Canucks Sports & Entertainment. Responsibilities in this role include reviewing balance sheets and assisting in managing internal budgets for partner engagement as well as forecasting revenue targets based on budget goals as determined by leadership.

Audit Committee Oversight

Since the commencement of the Corporation's most recently completed fiscal year, the Corporation's Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

Since the effective date of NI 52-110, the Corporation has not relied on the exemptions contained in sections 2.4, 6.1.1(4), 6.1.1(5), 6.1.1(6) or 8 of NI 52-110.

If and when required, the Corporation is relying upon the exemption in section 6.1 of NI 52-110, which exempts "venture issuers" from the requirements of Part 3 (Composition of Audit Committee) and Part 5 (Reporting Obligations) of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by the Corporation's Board, and where applicable, the Audit Committee, on a case-by-case basis.

External Auditor Service Fees

In the following table, "audit fees" are fees billed by the Corporation's external auditor for services provided in auditing the Corporation's annual financial statements for the subject year. "Audit-related fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit or review of the Corporation's financial statements. "Tax fees" are fees billed by the auditor for professional services rendered for tax compliance, tax advice and tax planning. "All other fees" are fees billed by the auditor for products and services not included in the foregoing categories.

The fees billed or billable by the Corporation's auditor in each of the last two fiscal years, by category, are as follows:

Nature of Services	Fees Paid to Auditor in Year Ended December 31, 2024	Fees Paid to Auditor in Year Ended December 31, 2023
Audit Fees[(1)]	$52,541	$15,000
Audit-Related Fees[(2)]	$64,270	$484
Tax Fees[(3)]	$13,594	$5,000
All Other Fees[(4)]	$6,880	Nil

Nature of Services	Fees Paid to Auditor in Year Ended December 31, 2024	Fees Paid to Auditor in Year Ended December 31, 2023
Total	**$137,285**	**$20,484**

Notes:

(1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Corporation's financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

(2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "All Other Fees" include all other non-audit services.

CORPORATE GOVERNANCE

General

Corporate governance refers to the policies and structure of the board of directors of a company, whose members are elected by and are accountable to the shareholders of the company. Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices; as such practices are both in the interests of Shareholders and help to contribute to effective and efficient decision-making.

The following disclosure is made pursuant to the Canadian Securities Administrators' National Instrument 58-101 *Disclosure of Corporate Governance Practices* and Form 58-101F2 *Corporate Governance Disclosure (Venture Issuers)*.

Board of Directors

Directors are considered to be independent if they have no direct or indirect material relationship with the company. A "material relationship" is a relationship which could, in the opinion of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment.

The Board facilitates its exercise of independent supervision over the Corporation's management through frequent meetings of the Board. Andrew Zimmerman, Christopher Cherry and Sean Clifford do not have any other material relationship to the Corporation that would interfere with their ability to act in the best interests of the Corporation and are considered to be independent directors. Kevin Peterson, Chairman and CMO, and Essam Hamza, CEO, would not be considered independent director as executive officers of the Corporation.

Directorships

The current directors are directors of other reporting issuers as follows:

Name of Director	Name of Reporting Issuer
Essam Hamza	N/A
Kevin Peterson	N/A
Christopher Cherry	American Biofuels Inc. Anquiro Ventures Ltd. Gold Port Corporation

	Harvest Gold Corporation Infinity Stone Ventures Corp. Lithium South Development Corporation Petrichor Energy Inc. Critical Reagent Processing Corp. Medbright AI Investments Inc. CloudMD Software & Services Inc. Clydesdale Resources Inc. AI Artificial Intelligence Ventures Inc. Eon Lithium Corp. Lightspeed Discoveries Inc.
Sean Clifford	N/A
Andrew Zimmerman	Stallion Uranium Corp. Lithium One Metals Inc.

Orientation and Continuing Education

The Corporation does not provide a formal orientation and education program for new directors. However, any new directors will be given: (a) the opportunity to familiarize themselves with the Corporation, the current directors and members of management; (b) copies of recently publicly filed documents of the Corporation, the Corporation's internal financial information; (c) access to technical experts and consultants; and (d) a summary of significant corporate and securities legislation.

Board members are encouraged to communicate with management, auditors and technical consultants to keep themselves current with industry trends and developments, and with changes in legislation, and are encouraged to attend related industry seminars in relation to the Corporation's operations. Board members have full access to the Corporation's records.

Nomination of Directors

The Governance and Nominating Committee is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of the Shareholders. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Corporation, the ability to devote the time required, show support for the Corporation's mission and strategic objectives, and a willingness to serve. The Governance and Nominating Committee is comprised of three directors: Andrew Zimmerman, Kevin Peterson and Christopher Cherry.

The Governance and Nominating Committee is also responsible for the development and supervision of the Corporation's approach to corporate governance issues, including the Corporate Governance Policy, the Code of Conduct, and the Securities Trading Policy (collectively, the "**Corporate Governance Policies**").

Compensation

The Compensation Committee is responsible for recommending to the Board for approval, the compensation paid to directors and executive officers and establishing and reviewing incentive plans for directors, officers and management. For further details, see "Oversight and Description of Director and NEO Compensation".

Other Board Committees

In addition to the Audit Committee, Compensation Committee, and Governance and Nominating Committee, the Corporation has a Disclosure Committee. The Disclosure Committee is comprised of two directors and one officer: Christopher Cherry, Andrew Zimmerman and Kelly Pladson. The Disclosure Committee is responsible for carrying out the mandate set out in the Corporate Disclosure Policy. The purpose of the Corporate Disclosure Policy is to ensure that all communications to the public by the Corporation are timely, complete and accurate, to ensure that such communications are broadly disseminated in accordance with all applicable Canadian legal and regulatory requirements, and to protect and prevent the improper use or disclosure of material information and confidential information of the Corporation.

Assessments

The effectiveness of the Board as a whole, any committee of the Board and individual directors is assessed on an ongoing basis by the Board and senior management.

STATEMENT OF EXECUTIVE COMPENSATION

The following information is provided as required under *Statement of Executive Compensation – Venture Issuer,* Form 51-102F6V (the "**F6V**"), as such form is defined in National Instrument 51-102.

References in the F6V to "**compensation securities**" includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, all share compensation units granted or issued by the Corporation for services provided or to be provided, directly or indirectly, to the Corporation.

All currency references in this section are expressed in Canadian dollars unless otherwise specified.

Named Executive Officer

In this section "Named Executive Officer" ("**NEO**") means any individual who, during the Corporation's most recently completed financial year ended December 31, 2024 was:

(a) the chief executive officer ("**CEO**") (or an individual who acted in a similar capacity) of the Corporation;

(b) the chief financial officer ("**CFO**") (or an individual who acted in a similar capacity) of the Corporation;

(c) each of the three other most highly compensated executive officers of the Corporation or the three most highly compensated individuals acting in a similar capacity (except those whose total salary and bonus does not exceed C$150,000); and

(d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer nor a director of the Corporation, nor acting in a similar capacity, at the end of that financial year.

For the purposes of this section, the following are the NEOs: Essam Hamza (CEO), David Worner (CFO) and Dong Shim (former CFO).

During the year ended December 31, 2024, the following persons were directors of the Corporation who were not also NEOs: Sean Clifford, Christopher Cherry, and Andrew Zimmerman.

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 Corporation's two most recent completed financial years ended December 31, 2023 and December 31, 2024.

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 ($)**	**Total compensation ($)**
Essam Hamza[1] CEO & Director	2024 2023	240,000 60,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	240,000 60,000
David Worner[2] CFO	2024 2023	219,410[3] N/A	Nil N/A	Nil N/A	Nil N/A	Nil N/A	219,410 N/A
Kevin Peterson[4] CMO, Director & Chairman; Former Interim CEO	2024 2023	109,584 300,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	109,584 300,000
Paul Markham[5] Former President & CEO	2024 2023	N/A 40,866	N/A Nil	N/A Nil	N/A Nil	N/A Nil	N/A 40,866
Dong Shim[6] Former CFO	2024 2023	6,300[7] 33,075[7]	Nil Nil	Nil Nil	Nil Nil	8,400[8] 39,900[8]	14,700 72,975
John Fraser[9] Former Director, President and CEO	2024 2023	13,761 Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	13,761 Nil
Sean Clifford Director	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Christopher Cherry Director	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Andrew Zimmerman Director	2024 2023	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil

Notes:

(1) Dr. Hamza was appointed to the position of CEO and to the Board on October 17, 2023.
(2) Mr. Worner was appointed to the position of CFO on February 5, 2024.
(3) Paid to GrowthPath Partners, a company controlled by Mr. Worner, for his services as CFO and accounting and financial services.
(4) Dr. Peterson was appointed to the position of CMO on October 27, 2023 and to the Board on April 15, 2019. He served as Interim CEO from May 17, 2023 to October 17, 2023.
(5) Dr. Markham served as President and CEO from July 13, 2022 to May 17, 2023.
(6) Mr. Shim served as CFO from January 18, 2021 to February 5, 2024.
(7) Paid to Golden Tree Capital Corp, a company controlled by Mr. Shim, for his services as CFO.
(8) Paid to SHIM & Associates LLP, a company controlled by Mr. Shim, for bookkeeping services.
(9) Dr. Fraser served on the Board from April 15, 2019 to February 8, 2024.

External Management Companies

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

Stock Options and Other Compensation Securities

During the financial year ended December 31, 2024, the following NEOs or directors of the Corporation were issued or granted compensation securities:

Compensation Securities							
Name and Position	**Type of Compensation Security**	**Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class**	**Date of Issue or Grant**	**Issue, Conversion or Exercise Price**	**Closing Price of Security or Underlying Security on Date of Grant**	**Closing Price of Security or Underlying Security at Year End**	**Expiry Date**
Essam Hamza CEO & Director	Stock Options	100,000	Mar 1, 2024	$0.55	$0.55	$0.60	Mar 1, 2029
	Restricted Share Units	250,000	Dec 11, 2024	N/A	$0.63	$0.60	Dec 11, 2029
David Worner CFO	Stock Options	50,000	Mar 1, 2024	$0.55	$0.55	$0.60	Mar 1, 2029
	Stock Options	50,000	Dec 11, 2024	$0.75	$0.63	$0.60	Dec 11, 2029
	Restricted Share Units	60,000	Feb 8, 2024	N/A	$0.46	$0.60	Feb 8, 2027
	Restricted Share Units	50,000	Dec 11, 2024	N/A	$0.63	$0.60	Dec 11, 2029
Kevin Peterson CMO, Director & Chairman; Former Interim CEO	Stock Options	150,000	Mar 1, 2024	$0.55	$0.55	$0.60	Mar 1, 2029
	Stock Options	100,000	Dec 11, 2024	$0.75	$0.63	$0.60	Dec 11, 2029
	Restricted Share Units	100,000	Apr 16, 2024	N/A	$0.70	$0.60	Apr 16, 2027
	Restricted Share Units	100,000	Dec 11, 2024	N/A	$0.63	$0.60	Dec 11, 2029
Sean Clifford Director	Stock Options	100,000	Mar 1, 2024	$0.55	$0.55	$0.60	Mar 1, 2029
	Stock Options	25,000	Dec 11, 2024	$0.75	$0.63	$0.60	Dec 11, 2029
	Restricted Share Units	25,000	Dec 11, 2024	N/A	$0.63	$0.60	Dec 11, 2029
Christopher Cherry Director	Stock Options	150,000	Mar 1, 2024	$0.55	$0.55	$0.60	Mar 1, 2029
	Stock Options	50,000	Dec 11, 2024	$0.75	$0.63	$0.60	Dec 11, 2029
	Restricted Share Units	50,000	Dec 11, 2024	N/A	$0.63	$0.60	Dec 11, 2029
Andrew Zimmerman Director	Stock Options	100,000	Mar 1, 2024	$0.55	$0.55	$0.60	Mar 1, 2029
	Stock Options	25,000	Dec 11, 2024	$0.75	$0.63	$0.60	Dec 11, 2029
	Restricted Share Units	25,000	Dec 11, 2024	N/A	$0.63	$0.60	Dec 11, 2029

Exercise or Redemption of Compensation Securities

During the financial year ended December 31, 2024, no NEO or directors of the Corporation exercised or redeemed compensation securities.

Stock Option and Other Incentive Plans

Stock Option Plan

For details of the Corporation's Option Plan, please see "*Particulars of Matters to be Acted Upon*".

Restricted Share Unit Plan

For details of the Corporation's RSU Plan, please see "*Particulars of Matters to be Acted Upon*".

Employment, Consulting and Management Agreements

Other than as set out below, the Corporation has not entered into any agreement or arrangement under which compensation was provided during the most recently completed fiscal year ended December 31, 2024,or is payable in respect of services provided to the Corporation or any of its subsidiaries that were: (a) performed by a director or NEO, or (b) performed by any other party but are services typically provided by a director or a NEO.

Essam Hamza, CEO & Director

By an agreement dated October 17, 2023, the Corporation engaged Dr. Essam Hamza as an employee to the Corporation and, in particular, his services as its Chief Executive Officer, in consideration of a base salary of CAD$240,000 per annum. For actual amounts paid to Dr. Hamza for the financial year ended December 31, 2024, see "Table of Compensation Excluding Compensation Securities".

The agreement with Dr. Hamza provides for termination by the Corporation upon three months' notice plus one additional month's notice per year of service, or payment in lieu of such notice, and by Dr. Hamza upon one month's notice to the Corporation. The agreement does not contain any change of control benefit.

David Worner, CFO

By an agreement dated February 2, 2024, made between the Corporation and GrowthPath Partners ("GrowthPath"), a company controlled by Mr. Worner, and an agreement dated February 2, 2024 made between the Corporation's wholly-owned subsidiary, Treatment.com Inc. (the "Subsidiary") and Growthpath, Mr. Worner provided consulting services to the Corporation and the Subsidiary and, in particular, his services as its CFO, in consideration of consulting fees of USD$7,500 per month. For actual amounts paid to Mr. Worner for the financial year ended December 31, 2024, see "Table of Compensation Excluding Compensation Securities".

The agreements with GrowthPath provide for termination upon three months' notice by either party and do not contain any change of control benefit.

Dong Shim, Former CFO

By an agreement dated January 18, 2021, made between the Corporation and Golden Tree Capital Corp. ("Golden Tree"), a company controlled by Mr. Shim, Mr. Shim provided consulting services to the Corporation and, in particular, his services as its CFO, in consideration of consulting fees of CDN$3,000 per month. For actual amounts paid to Mr. Shim for the financial year ended December 31, 2024, see "Table of Compensation Excluding Compensation Securities".

The agreement with Golden Tree was terminated on April 5, 2024 upon Mr. Shim's resignation as CFO.

By an agreement dated January 18, 2021, made between the Corporation and SHIM & Associates LLP ("SHIM"), a company controlled by Mr. Shim, Mr. Shim provided bookkeeping consulting services to the Corporation in consideration of consulting fees of CDN$3,000 per month. For actual amounts paid to Mr. Shim for the financial year ended December 31, 2024, see "Table of Compensation Excluding Compensation Securities".

The agreement with SHIM provided for termination upon sixty days' notice by either party and did not contain any change of control benefit.

The agreements with Golden Tree and SHIM were terminated on April 5, 2024 upon Mr. Shim's resignation as CFO.

Oversight and Description of Director and NEO Compensation

The Compensation Committee of the Corporation has the responsibility of determining the compensation for the NEOs, directors and other senior management and recommending to the Board for approval. The Compensation Committee is comprised of Christopher Cherry, Andrew Zimmerman and Kevin Peterson. Mr. Cherry and Mr. Zimmerman are considered independent in accordance with NI 52-110.

The Corporation's compensation objectives include the following:

- to assist the Corporation in attracting and retaining highly-qualified individuals;
- to create among directors, officers, consultants and employees a sense of ownership in the Corporation and to align their interests with those of the Shareholders; and
- to ensure competitive compensation that is also financially affordable for the Corporation.

The compensation program is designed to provide competitive levels of compensation. The Corporation recognizes the need to provide a total compensation package that will attract and retain qualified and experienced executives as well as align the compensation level of each executive to that executive's level of responsibility. In general, the Corporation's NEOs may receive compensation that is comprised of four components:

- salary, wages or contractor payments;
- stock option grants;
- RSU grants; and/or
- bonuses.

The objective and reason for this system of compensation is to allow the Corporation to remain competitive compared to its peers in attracting experienced personnel. The base salary of a NEO is intended to attract and retain executives by providing a reasonable amount of non-contingent remuneration.

The base salary review of each NEO takes into consideration the current competitive market conditions, experience, proven or expected performance, and the particular skills of the NEO. The Compensation Committee relies on the general experience of its members in setting base salary amounts.

Stock option and RSU grants are designed to reward the NEOs and directors for success on a similar basis as the Shareholders of the Corporation, although the level of reward provided by a particular stock option or RSU grant is dependent upon the volatile stock market.

Any bonuses paid to the NEOs are allocated on an individual basis related to the review by the Compensation Committee of the work planned during the year and the work achieved during the year. The bonuses are paid to reward work done above the base level of expectations set by the base salary, wages or contractor payments.

Pension Disclosure

The Corporation has no pension plans that provide for payments or benefits to any NEO at, following or in connection with retirement. The Corporation also does not have any deferred compensation plans relating to any NEO.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

See disclosure under "Stock Options and Other Compensation Securities" under "Statement of Executive Compensation" above for disclosure on the Corporation's equity compensation regime.

The following table sets out equity compensation plan information as at the end of the financial year ended December 31, 2024:

Equity Compensation Plan Information

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column(a)) (c)
Equity compensation plans approved by securityholders	2,735,000 RSUs	N/A	2,387,862
Equity compensation plans not approved by securityholders	4,878,000 options	$0.42	244,862
Total	7,613,000		2,632,724

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No directors, proposed nominees for election as directors, executive officers or their respective associates or affiliates, or other management of the Corporation were indebted to the Corporation or have any indebtedness that is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Corporation, as of the end of the most recently completed financial year or as at the date hereof.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For the Purposes of this Information Circular, "informed person" means:

1. a director or executive officer of the Corporation;
2. a director or executive officer of a person or company that is itself an informed person or subsidiary of the Corporation;
3. any person or company who beneficially owns, directly or indirectly, voting securities of the Corporation or who exercises control or direction over voting securities of the Corporation, or a combination of both, carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation, other than voting securities held by the person or company as underwriter in the course of a distribution; and
4. the Corporation if it has purchased, redeemed or otherwise acquired any of its own securities, for so long as it holds any of its securities.

The Corporation was a party to the following material transactions with informed persons during the financial year ended December 31, 2024:

1. certain directors and executive officers of the Corporation may be paid pursuant to written employment agreements or consulting agreements. See sub-heading "Employment, Consulting and Management Agreements or Arrangements" Under the heading "Statement of Executive Compensation – Venture Issuer"; and
2. certain directors and executive officers of the Corporation have been granted stock options under the Corporation's Option Plan and RSUs under the Corporation's RSU Plan will continue to be

eligible to be granted stock options under the Option Plan as well as RSUs under the RSU Plan in the future.

Other than as disclosed above and elsewhere in this Information Circular, no informed person, no proposed director of the Corporation and no associate or affiliate of any such informed person or proposed director, has any material interest, direct or indirect, in any material transaction since the commencement of the Corporation's last completed fiscal year or in any proposed transaction, which, in either case, has materially affected or will materially affect the Corporation or any of its subsidiaries.

MANAGEMENT CONTRACTS

During the Corporation's two most recently completed fiscal year ended December 31, 2024, there were no management functions of the Corporation, which were to any substantial degree performed by a person or company other than the directors or executive officers of the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

Items of Business

1. Financial Statements – see page 4 above;
2. Election of Directors – see pages 5 to 8 above;
3. Appointment of Auditor – see page 8 above;
4. Approval of Stock Option Plan – see below;
5. Approval of Restricted Share Unit Plan – see below; and
6. to transact such other business as may be properly brought before the Meeting.

APPROVAL OF STOCK OPTION PLAN

The Corporation adopted a rolling stock option plan (the "**Option Plan**") on September 28, 2021 for the granting of stock options to the directors, officers, employees and consultants of the Corporation. In accordance with the new policies of the CSE which came into effect on May 27, 2024, the Corporation must obtain shareholder approval after institution of a new equity plan and every three years thereafter in order to continue to grant equity thereunder.

The Corporation is seeking the approval of shareholders at the Meeting to pass an ordinary resolution approving, ratifying and confirming the Stock Option Plan, and approving the issuance of up to 10% of the issued and outstanding Common Shares under the Option Plan (the " **Option Plan Resolutions**").

If the Option Plan is not approved by the shareholders at the Meeting, all unallocated entitlements will be cancelled and the Corporation will not be permitted to grant further entitlements under the Option Plan, until such time as shareholder approval is obtained. However, all allocated Options under the Option Plan, such as options that have been granted but not yet exercised, will continue unaffected.

The following is a brief description of the Option Plan. A full copy of the Option Plan is attached to this Information Circular as Schedule "A". All capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Option Plan.

The purpose of granting such stock options is to assist the Corporation in compensating, attracting, retaining and motivating such persons and to closely align the personal interest of such persons to that of the Corporation'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

Corporation performance, peer Corporation 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 Corporation's affairs and time expended for serving on the Corporation'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 10% of the issued and outstanding shares of the Corporation 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 Corporation (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 Corporation, 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 Corporation in such ratio and at such exercise price as the Board or Committee deems appropriate, acting reasonably.

As at the date hereof, there were 80,584,398 Common Shares issued and outstanding. Accordingly, under the Option Plan, the Corporation has the authority to grant options to purchase a total of 8,058,439 Common Shares. At the date of this Circular, 7,496,841 options have been granted under the Option Plan.

The Option Plan Resolutions, which must be approved by the holders of a majority of the Common Shares voting at the Meeting, are as follows:

"RESOLVED, as an ordinary resolution of the shareholders, that:

1. the Option Plan of the Corporation presented to the Meeting and attached as Schedule "A" to the Information Circular and the grant of stock options ("**Options**") thereunder in accordance therewith, is hereby ratified, confirmed and approved and shall continue and remain in effect until further ratification is required, being October 22, 2028 or three years from the date of prior receipt of shareholder approval, pursuant to the rules of the Canadian Securities Exchange or other applicable regulatory requirements;

2. the number of Common Shares reserved for issuance under the Option Plan shall be no more than 10% of the Corporation's issued and outstanding share capital at the time of any Option grant;

3. the Corporation is hereby authorized and directed to issue all unallocated Options under the Option Plan;

4. the Corporation is hereby authorized and directed to issue such Common Shares pursuant to the Option Plan as fully paid and non-assessable Common Shares of the Corporation;

5. the board of directors of the Corporation be authorized to make any changes to the Option Plan, as may be required or permitted by the Canadian Securities Exchange; and

6. Any one director or officer of the Corporation is authorized and directed, on behalf of the Corporation, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to this ordinary resolution."

The Board unanimously recommends that the shareholders approve the Option Plan by voting FOR this resolution at the Meeting.

A copy of the Option Plan is attached as Schedule "A" to this Information Circular.

Proxies received in favour of management will be voted in favour of the Option Plan, unless the shareholder has specified in the Proxy that his or her Shares are to be voted against such resolution.

APPROVAL OF RESTRICTED SHARE UNIT PLAN

The Corporation adopted a restricted share unit plan (the "**RSU Plan**") on September 28, 2021. In accordance with the new policies of the CSE which came into effect on May 27, 2024, the Corporation must obtain shareholder approval after institution of a new equity plan and every three years thereafter in order to continue to grant equity thereunder.

The Corporation is seeking the approval of shareholders at the Meeting to pass an ordinary resolution approving, ratifying and confirming the RSU Plan, and approving the issuance of up to 10% of the issued and outstanding Common Shares under the RSU Plan (the "**RSU Plan Resolutions**").

If the RSU Plan is not approved by the shareholders at the Meeting, all unallocated entitlements will be cancelled and the Corporation will not be permitted to grant further entitlements under the RSU Plan, until such time as shareholder approval is obtained. However, all allocated RSUs under the RSU Plan, such as RSUs that have been granted but not yet redeemed, will continue unaffected.

The following is a brief description of the RSU Plan. A full copy of the RSU Plan is attached to this Information Circular as Schedule "B". All capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the RSU Plan.

The RSU Plan is designed to provide certain directors, officers, consultants and other key employees (an "**Eligible Person**") of the Corporation and its related entities with the opportunity to acquire restricted share units ("**RSUs**") of the Corporation. The acquisition of RSUs allows an Eligible Person to participate in the long-term success of the Corporation thus promoting the alignment of an Eligible Person's interests with that of the Shareholders.

The RSU Plan allows the Corporation to award, in aggregate, up to a rolling 10% maximum of the issued and outstanding Shares from time to time, under and subject to the terms and conditions of the RSU Plan.

The grant of an RSU award pursuant to the RSU Plan entitles the participant thereunder (the "Participant") the conditional right to receive for each RSU credited to the Participant's account, at the election of the Board, either (a) one Share of the Corporation, or (b) an amount in cash, net of applicable taxes and contributions to government sponsored plans, as determined by the Board, equal to the Market Price (as defined in the RSU Plan) of one Share for each vested RSU credited. Fractional Shares will not be issued pursuant to the RSU Plan, and any fractional entitlement arising is to be settled by adjustment such that the Participant shall only have the right to receive the next lowest whole number of Shares.

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

a) Eligible Persons are eligible to participate in the RSU Plan (as "**Recipients**"), and the Corporation reserves the right to restrict eligibility or otherwise limit the number of persons eligible for participation as Recipients in the RSU Plan. Eligibility to participate as a Recipient in the RSU Plan does not confer upon any person a right to receive an award of RSUs;

b) subject to certain restrictions, the Board or its appointed committee, can, from time to time, award RSUs to Eligible Persons. RSUs will be credited to an account maintained for each Recipient on the books of the Corporation as of the award date. The number of RSUs to be credited to each Recipient's account shall be determined at the discretion of the Board and pursuant to the terms of the RSU Plan;

c) RSUs and all other rights, benefits or interests in the RSU Plan are non-transferable and may not be pledged or assigned or encumbered in any way and are not subject to attachment or garnishment, except that if a Recipient dies the legal representatives of the Recipient will be entitled to receive the amount of any payment otherwise payable to the Recipient hereunder in accordance with the provisions of the RSU Plan;

d) a Recipient's account will be credited with additional RSUs as of each dividend payment date in respect of which cash dividends are paid on Shares. The number of additional RSUs to be credited to a Recipient's account will be based on the actual amount of cash dividends that would have been paid to such Recipient had he been holding such number of Shares equal to the number of RSUs credited to the Recipient account on the date on which cash dividends are paid on the Shares and the Market Price of the Shares on the payment date;

e) if a Recipient's employment or service is terminated for Cause (as defined in the RSU Plan), then all RSUs (whether vested or unvested) shall terminated automatically upon termination;

f) if the Recipient resigns from employment with the Corporation, then any RSUs credited to him or her under the RSU Plan which have not vested on or before the termination date are forfeited, cancelled and terminated without payment and the Recipient shall have up to 90 days to settle any vested RSUs;

g) in the event a Recipient is terminated without Cause or if the Recipient dies, all unvested RSUs will immediately vest on the date of termination or death and the Recipient will have up to 90 days to settle the RSUs;

h) in the event of a Change of Control (as defined in the RSU Plan), the Board may, in its discretion, without the necessity or requirement for the agreement or consent of any Recipient: (i) accelerate, conditionally or otherwise, on such terms as it sees fit, the vesting date of any RSU; (ii) permit the conditional settlement of any RSU, on such terms as it sees fit; (iii) otherwise amend or modify the terms of the RSU, including for greater certainty permitting Recipient to settle any RSU, to assist the Recipient to tender the underlying Shares to, or participate in, the actual or potential Change of Control Event (as defined in the RSU Plan) or to obtain the advantage of holding the underlying Common Shares during such Change of Control Event; and (iv) terminate, following the successful completion of such Change of Control Event, on such terms as it sees fit, the RSUs not settled prior

to the successful completion of such Change of Control Event, including, without limitation, for no payment or other compensation;

i) in the event of any dividend paid in Shares, Share subdivision, combination or exchange of Shares, merger, consolidation, spin-off or other distribution of Corporation assets to shareholders, or any other change in the capital of the Corporation affecting Shares, the Board will make adjustments with respect to the number of RSUs outstanding and any proportional adjustments as it, in its discretion, considers appropriate to reflect the change; and

j) the Board has discretion to grant RSUs to Eligible Persons as it determines appropriate, and can impose conditions on vesting as it sees fit in addition to other performance conditions, if any. Vesting occurs on the vesting date set by the Board at the time of the grant and the date upon which any relevant other performance condition or other vesting condition, if any, has been satisfied, subject to the limitations of the RSU Plan. The Board may accelerate the vesting date of any RSU, at its election.

As at the date hereof, there were 80,584,398 Common Shares issued and outstanding. Accordingly, under the RSU Plan, the Corporation has the authority to grant RSUs to redeem up to a total of 8,058,439 Common Shares. At the date of this Circular, 6,431,384 RSUs have been granted under the RSU Plan.

The RSU Plan Resolutions, which must be approved by the holders of a majority of the Common Shares voting at the Meeting, are as follows:

"RESOLVED that:

1. subject to all required regulatory approvals, including the approval of the Canadian Securities Exchange (the "**CSE**"), as necessary, and the required shareholder approvals, adoption by the Corporation of the Restricted Stock Unit Plan (the "**RSU Plan**") be and is hereby ratified, confirmed and approved, and the RSU Plan be forthwith implemented by the Corporation effective as of the date of approval by the Board of Directors of the Corporation (the "**Board**"), with such further deletions, additions and other amendments as are required by any securities regulatory authority or which are not substantive in nature and the Chief Executive Officer of the Corporation deems necessary or desirable, and shall continue and remain in effect until further ratification is required, being October 22, 2028, or three years from the date of prior receipt of shareholder approval, pursuant to the rules of the Canadian Securities Exchange or other applicable regulatory requirements;

2. the Board, or a committee to be determined by the Board, be and is hereby appointed to be the Administrator under the RSU Plan, such appointment to be effective until revoked by resolution of the Board;

3. the Corporation be and is hereby authorized to grant restricted share units ("**RSUs**") under and subject to the terms and conditions of the RSU Plan, which RSUs may be exercised to purchase up to, in aggregate, a rolling maximum of 10% of the issued and outstanding Shares of the Corporation, from time to time;

4. the Corporation be and is hereby authorized and directed to issue all unallocated RSUs under the RSU Plan;

5. the RSU Plan Administrator be and is hereby authorized and directed to execute on behalf of the Corporation, the form of Restricted Share Unit Grant Letter, the form of which is attached as

Schedule "A" to the RSU Plan, providing for the grant of RSUs to Eligible Persons pursuant to the RSU Plan; and

6. the Corporation be and is hereby authorized to allot and issue as fully paid and non-assessable that number of Shares specified in the Restricted Share Unit Grant Letter upon conversion of RSUs granted to Eligible Persons; AND THAT any two authorized persons of the Corporation be authorized to execute such treasury order or treasury orders as may be necessary to effect such Share issuance."

The Board unanimously recommends that the shareholders approve the RSU Plan by voting FOR this resolution at the Meeting.

A copy of the RSU Plan is attached as Schedule "B" to this Information Circular.

Proxies received in favour of management will be voted in favour of the RSU Plan, unless the shareholder has specified in the Proxy that his or her Shares are to be voted against such resolution.

ADDITIONAL INFORMATION

Financial information is provided in the audited financial statements of the Corporation for the year ended December 31, 2024 and in the related management discussion and analysis (together, the "**Financial Statements**"). Copies of the Financial Statements are available on www.sedarplus.ca and will be available at the Meeting.

Additional information relating to the Corporation is available as filed on www.sedarplus.ca and upon request from the Corporation by emailing info@rocketdoctor.ai. Copies of documents will be provided free of charge to security holders of the Corporation. The Corporation may require the payment of a reasonable charge from any person or Corporation who is not a security holder of the Corporation, who requests a copy of any such document.

OTHER MATTERS

The Board is not aware of any other matters which it anticipates will come before the Meeting as of the date of mailing of this Circular.

The contents of this Circular and its distribution to Shareholders have been approved by the Board.

APPROVED by the Board at Vancouver, British Columbia, this 17th day of September, 2025.

BY ORDER OF THE BOARD

(signed) Dr. Essam Hamza

Dr. Essam Hamza
Chief Executive Officer

SCHEDULE "A"

OPTION PLAN

ROCKET DOCTOR AI INC.

INCENTIVE STOCK OPTION PLAN

PART 1
INTERPRETATION

1.1 Definitions. In this Plan, the following words and phrases shall have the following meanings:

(a) "**Affiliate**" means a company that is a parent or Subsidiary of the Company, or that is controlled by the same person as the Company;

(b) "**Board**" means the board of directors of the Company or any committee thereof duly empowered and authorized to grant Options under this Plan;

(c) "**Change of Control**" means the occurrence of any one of the following events:

(i) there is a report filed with any securities commission or securities regulatory authority in Canada, disclosing that any offeror (as the term "offeror" is defined in Section 1.1 of Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids*) has acquired beneficial ownership of, or the power to exercise control or direction over, or securities convertible into, any shares of capital stock of any class of the Company carrying voting rights under all circumstances (the "**Voting Shares**"), that, together with the offeror's securities would constitute Voting Shares of the Company representing more than 50% of the total voting power attached to all Voting Shares of the Company then outstanding,

(ii) there is consummated any amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company: (1) in which the Company is not the continuing or surviving corporation, or (2) pursuant to which any Voting Shares of the Company would be reclassified, changed or converted into or exchanged for cash, securities or other property, other than (in each case) an amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction involving the Company in which the holders of the Voting Shares of the Company immediately prior to such amalgamation, consolidation, statutory arrangement, merger, business combination or other similar transaction have, directly or indirectly, more than 50% of the Voting Shares of the continuing or surviving corporation immediately after such transaction,

(iii) any person or group of persons shall succeed in having a sufficient number of its nominees elected as directors of the Company such that such nominees, when added to any existing directors of the Company, will constitute a majority of the directors of the Company, or

(iv) there is consummated a sale, transfer or disposition by the Company of all or substantially all of the assets of the Company,

provided that an event shall not constitute a Change of Control if its sole purpose is to change the jurisdiction of the Company's organization or to create a holding company, partnership or trust that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such event;

(d) "**Company**" means Rocket Doctor AI Inc.;

(e) "**Consultant**" means an individual or Consultant Company, other than an Employee, Director or Officer, that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate, other than services provided in relation to a distribution of securities,

(ii) provides such services under a written contract between the Company or an Affiliate,

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate, and

(iv) has a relationship with the Company or an Affiliate that enables the individual to be knowledgeable about the business and affairs of the Company;

(f) "**Consultant Company**" means for an individual Consultant, a company or partnership of which the individual is an employee, shareholder or partner;

(g) "**CSE**" means the Canadian Securities Exchange;

(h) "**Director**" means a director of the Company or a Subsidiary;

(i) "**Disability**" means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent the Optionee from permanently:

(i) being employed or engaged by the Company, an Affiliate or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or an Affiliate, or

(ii) acting as a director or officer of the Company or an Affiliate,

and "**Date of Disability**" means the effective date of the Disability as determined by the Board in its sole and unfettered discretion;

(j) "**Eligible Person**" means a bona fide Director, Officer, Employee or Consultant, or a corporation wholly owned by such Director, Officer, Employee or Consultant;

(k) "**Employee**" means:

(i) an individual who is considered an employee of the Company or an Affiliate under the Income Tax Act (and for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for the Company or an Affiliate providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or an Affiliate on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;

(l) "**Exchange**" means the CSE or any other stock exchange on which the Shares are listed for trading;

(m) "**Exchange Policies**" means the policies, bylaws, rules and regulations of the Exchange governing the granting of options by the Company, as amended from time to time;

(n) "**Exercise Price**" means the amount payable per Share on the exercise of an Option, as determined in accordance with the terms hereof;

(o) "**Expiry Date**" means 5:00 p.m. (Vancouver time) on the day on which an Option expires as specified in the Option Agreement therefor or in accordance with the terms of this Plan;

(p) "**Grant Date**" for an Option means the date of grant thereof by the Board;

(q) "**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

(r) "**Insider**" has the meaning ascribed thereto in the Securities Act;

(s) "**Investor Relations Activities**" means any activities or communications, by or on behalf of the Company or a shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:

(i) the dissemination of information or preparation of records in the ordinary course of business of the Company:

(A) to promote the sale of products or services of the Company, or

(B) to raise public awareness of the Company,

that cannot reasonably be considered to promote the purchase or sale of securities of the Company,

(ii) activities or communications necessary to comply with the requirements of:

(A) applicable Securities Laws,

(B) the Exchange, or

(C) the bylaws, rules or other regulatory instruments of any self-regulatory body or exchange having jurisdiction over the Company; or

(iii) activities or communications that may be otherwise specified by the Exchange;

(t) "**Option**" means the right to purchase Shares granted hereunder to an Eligible Person;

(u) "**Option Agreement**" means the stock option agreement between the Company and an Eligible Person whereby the Company provides notice of grant of an Option to such Eligible Person;

(v) "**Optioned Shares**" means Shares that may be issued in the future to an Eligible Person upon the exercise of an Option;

(w) "**Optionee**" means the recipient of an Option hereunder, their heirs, executors and administrators;

(x) "**Officer**" means any senior officer of the Company or an Affiliate;

(y) "**Plan**" means this incentive stock option plan, as amended from time to time;

(z) "**Securities Act**" means the *Securities Act* (British Columbia), as amended from time to time;

(aa) "**Securities Laws**" means the applicable acts, policies, bylaws, rules and regulations of the securities commissions governing the granting of Options by the Company, as amended from time to time;

(bb) "**Shares**" means the common shares in the capital of the Company, provided that, in the event of any adjustment pursuant to Section 4.7, "Shares" shall

thereafter mean the shares or other property resulting from the events giving rise to the adjustment; and

(cc) "**Subsidiary**" has the meaning ascribed thereto in the Securities Act.

1.2 Gender. Throughout this Plan, whenever the singular or masculine or neuter is used, the same shall be construed as meaning the plural or feminine or body politic or corporate, and *vice-versa* as the context or reference may require.

1.3 Currency. Unless otherwise indicated, all dollar amounts referred to in this Plan are in Canadian funds.

1.4 Interpretation. This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

PART 2
PURPOSE

2.1 Purpose. The purpose of this Plan is to attract and retain Directors, Officers, Employees and Consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through Options granted under this Plan.

PART 3
GRANTING OF OPTIONS

3.1 Establishment of Plan. This Plan is hereby established to recognize contributions made by Eligible Persons and to create an incentive for their continuing assistance to the Company and its Affiliates.

3.2 Eligibility. Options to purchase Shares may be granted hereunder to Eligible Persons from time to time by the Board.

3.3 Options Granted Under the Plan. All Options granted under the Plan will be evidenced by an Option Agreement in such form determined by the Board setting forth the number of Optioned Shares, the term of the Option, the vesting terms, if any, the Exercise Price and such other terms as determined by the Board.

3.4 Terms Incorporated. Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Agreement made hereunder. In the event of any discrepancy between this Plan and an Option Agreement, the provisions of this Plan shall govern.

3.5 Limitations on Shares Available for Issuance. Unless authorized by the shareholders of the Company in accordance with applicable Securities Laws, the number of Shares reserved for issuance under this Plan shall not exceed 10% of the total number of issued Shares of the Company (calculated on a non-diluted basis) at the time an Option is granted.

3.6 Options Not Exercised. In the event an Option granted under the Plan expires unexercised, is terminated or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be available again for an grant under this Plan.

3.7 Acceleration of Unvested Options. If there is a Change of Control, then all outstanding Options, whether fully vested and exercisable or remaining subject to vesting provisions or other limitations on exercise, shall be exercisable in full.

3.8 Powers of the Board. The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:

(a) allot Shares for issuance in connection with the exercise of Options;

(b) grant Options hereunder;

(c) subject to appropriate shareholder and regulatory approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the written consent of all applicable Optionees, alter or impair any Option previously granted under the Plan;

(d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do; and

(e) may in its sole discretion amend this Plan (except for previously granted and outstanding Options) to reduce the benefits that may be granted to Eligible Persons (before a particular Option is granted) subject to the other terms hereof.

PART 4
TERMS AND CONDITIONS OF OPTIONS

4.1 Exercise Price. The Board shall establish the Exercise Price at the time each Option is granted, subject to the following conditions:

(a) if the Shares are listed on an Exchange, then the Exercise Price for the Options granted will not be less than the minimum prevailing price permitted by the Exchange;

(b) if the Shares are not listed, posted and trading on any stock exchange or quoted on any quotation system, then the Exercise Price for the Options granted will be determined by the Board at the time of granting; and

(c) in all other cases, the Exercise Price shall be determined in accordance with the applicable Securities Laws and Exchange Policies.

4.2 Term of Option. The Board shall establish the Expiry Date for each Option at the time such Option is granted, subject to the following conditions:

(a) the Option will expire upon the occurrence of any event set out in Section 4.6 and at the time period set out therein; and

(b) the Expiry Date cannot be longer than the maximum exercise period as determined by the applicable Securities Laws and Exchange Policies.

4.3 Automatic Extension of Term of Option. The Expiry Date will be automatically extended if the Expiry Date falls within a blackout period during which the Company prohibits Optionees from exercising their Options, provided that:

(a) the blackout period has been formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed material information (as defined in applicable Securities Laws and Exchange Policies);

(b) the blackout period expires upon the general disclosure of the undisclosed material information and the expiry date of the affected Options is extended to no later than ten (10) business days after the expiry of the blackout period; and

(c) the automatic extension will not be permitted where the Optionee or the Company is subject to a cease trade order (or similar order under applicable securities laws) in respect of the Company's securities.

4.4 Vesting of Options.

(a) No Option shall be exercisable until it has vested. The Board shall establish a vesting period or periods at the time each Option is granted to an Eligible Person, subject to the compliance with applicable Securities Laws and Exchange Policies.

(b) If no vesting schedule is specified at the time of grant and the Optionee is not performing Investor Relations Activities, the Option shall vest immediately.

4.5 Non Assignable. Subject to Section 4.6, all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

4.6 Termination of Option. Unless the Board determines otherwise, the Options will terminate in the following circumstances:

(a) Termination of Services For Cause. If the engagement of the Optionee as a Director, Officer, Employee or Consultant is terminated for cause (as determined by common law), any Option granted hereunder to such Optionee shall terminate and cease to be exercisable immediately upon the Optionee ceasing to be a Director, Officer, Employee or Consultant by reason of termination for cause;

(b) Termination of Services Without Cause or Upon by Resignation. If the engagement of the Optionee as a Director, Officer, Employee or Consultant of the Company is terminated for any reason other than cause (as determined by common law), disability or death, or if such Director, Officer, Employee, or Consultant resigns, as the case may be, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the date of termination until the date that is the earlier of (i) the Expiry Date, and (ii) the date that is 30 days after the effective date of the Optionee ceasing to be a Director, Officer, Employee or Consultant for such reason or because of such resignation;

(c) Death. If the Optionee dies, the Optionee's lawful personal representatives, heirs or executors may exercise any Option granted hereunder to the Optionee to the extent such Option was exercisable and had vested on the date of death until the earlier of (i) the Expiry Date, and (ii) one year after the date of death of such Optionee;

(d) Disability. If the Optionee ceases to be an Eligible Person due to his Disability, or, in the case of an Optionee that is a company, the Disability of the person who provides management or consulting services to the Company or to an Affiliate, the Optionee may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the Date of Disability until the earlier of (i) the Expiry Date, and (ii) the date that is one year after the Date of Disability; and

(e) Changes in Status of Eligible Person. If the Optionee ceases to be one type of Eligible Person but concurrently is or becomes one or more other type of Eligible Person, the Option will not terminate but will continue in full force and effect and the Optionee may exercise the Option until the earlier of (i) the Expiry Date, and (ii) the applicable date set forth in Sections 4.6(a) to 4.6(d) above where the Optionee ceases to be any type of Eligible Person. If the Optionee is an Employee, the Option will not be affected by any change of the Optionee's employment where the Optionee continues to be employed by the Company or an Affiliate.

4.7 Adjustment of the Number of Optioned Shares. The number of Optioned Shares subject to an Option will be subject to adjustment in the events and in the manner following:

(a) Following the date an Option is granted, the exercise price for and the number of Optioned Shares which are subject to an Option will be adjusted, with respect to the then unexercised portion thereof, in the events and in accordance with the provisions and rules set out in this Section 4.7, with the intent that the rights of Optionees under their Options are, to the extent possible, preserved and maintained notwithstanding the occurrence of such events. Any dispute that arises at any time with respect to any adjustment pursuant to such provisions and rules will be conclusively determined by the Board, and any such determination will be binding on the Company, the Optionee and all other affected parties.

(b) If there is a change in the outstanding Shares by reason of any share consolidation or split, reclassification or other capital reorganization, or a stock dividend, arrangement, amalgamation, merger or combination, or any other change to, event affecting, exchange of or corporate change or transaction affecting the Shares, the Board shall make, as it shall deem advisable and subject to the requisite approval of the relevant regulatory authorities, appropriate substitution and/or adjustment in:

(i) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to this Plan;

(ii) the number and kind of shares or other securities or property reserved or to be allotted for issuance pursuant to any outstanding unexercised Options, and in the exercise price for such shares or other securities or property; and

(iii) the vesting of any Options, including the accelerated vesting thereof on conditions the Board deems advisable, and if the Company undertakes an arrangement or is amalgamated, merged or combined with another corporation, the Board shall make such provision for the protection of the rights of Optionees as it shall deem advisable.

(c) If the outstanding Shares are changed into or exchanged for a different number of shares or into or for other securities of the Company or securities of another company or entity, in a manner other than as specified in Section 4.6(b), then the Board, in its sole discretion, may make such adjustment to the securities to be issued pursuant to any exercise of the Option and the exercise price to be paid for each such security following such event as the Board in its sole and absolute discretion determines to be equitable to give effect to the principle described in Section 4.7, and such adjustments shall be effective and binding upon the Company and the Optionee for all purposes.

(d) No adjustment provided in this Section 4.7 shall require the Company to issue a fractional share and the total adjustment with respect to each Option shall be limited accordingly.

(e) The grant or existence of an Option shall not in any way limit or restrict the right or power of the Company to effect adjustments, reclassifications, reorganizations, arrangements or changes of its capital or business structure, or to amalgamate, merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

PART 5
COMMITMENT AND EXERCISE PROCEDURES

5.1 Option Agreement. Upon grant of an Option hereunder, an authorized director, officer or agent of the Company will deliver to the Optionee an Option Agreement detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan

and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof.

5.2 Manner of Exercise. An Optionee who wishes to exercise his Option, in its entirety or any portion thereof, may do so by delivering:

(a) a notice of exercise to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) cash, a certified cheque or a bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired.

5.3 Subsequent Exercises. If an Optionee exercises only a portion of the total number of his Options, then the Optionee may, from time to time, subsequently exercise all or part of the remaining Options until the Expiry Date.

5.4 Delivery of Certificate and Hold Periods. As soon as practicable after receipt of the Notice of Exercise described in Section 5.2 and payment in full for the Optioned Shares being received by the Company, the Company will or will direct its transfer agent to issue a certificate to the Optionee for the appropriate number of Optioned Shares. Such certificate issued may bear a legend stipulating any resale restrictions required under applicable Securities Laws and Exchange Policies.

5.5 Withholding. The Company may withhold from any amount payable to an Optionee, either under this Plan or otherwise, such amount as it reasonably believes is necessary to enable the Company to comply with the applicable requirements of any federal, provincial, local or foreign law, or any administrative policy of any applicable tax authority, relating to the withholding of tax or any other required deductions with respect to options (the "**Withholding Obligations**"). The Company may also satisfy any liability for the Withholding Obligations, on such terms and conditions as the Company may determine in its discretion, by:

(a) requiring an Optionee, as a condition to the exercise of any Options, to make such arrangements as the Company may require so that the Company can satisfy the Withholding Obligations including, without limitation, requiring the Optionee to remit to the Company in advance, or reimburse the Company for, the Withholding Obligations; or

(b) selling on the Optionee's behalf, or requiring the Optionee to sell, Optioned Shares acquired by the Optionee under the Plan, or retaining any amount which would otherwise be payable to the Optionee in connection with any such sale.

PART 6
AMENDMENTS

6.1 Amendment of the Plan. The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to shareholder approval, if applicable, and any necessary

regulatory approvals. If this Plan is suspended or terminated, the provisions of this Plan and any administrative guidelines, rules and regulations relating to this Plan shall continue in effect for the duration of such time as any Option remains outstanding.

6.2 Amendment of Outstanding Options. The Board may amend any Option with the consent of the affected Optionee and the Exchange, if required, including any shareholder approval required by the Exchange Policies or applicable Securities Laws.

6.3 Amendment Subject to Approval. If the amendment of an Option requires shareholder or regulatory approval, such amendment may be made prior to such approvals being given, but no such amended Options may be exercised unless and until such approvals are given.

PART 7
GENERAL

7.1 Exclusion from Severance Allowance, Retirement Allowance or Termination Settlement. If the Optionee retires, resigns or is terminated from employment or engagement with the Company or Affiliate, the loss or limitation, if any, pursuant to the Option Agreement with respect to the right to purchase Optioned Shares, shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

7.2 Employment and Services. Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

7.3 No Rights as Shareholder. Nothing contained in this Plan nor in any Option granted thereunder shall be deemed to give any Optionee any interest or title in or to any Shares or any rights as a shareholder of the Company or any other legal or equitable right against the Company whatsoever other than as set forth in this Plan and pursuant to the exercise of any Option in accordance with the provisions of the Plan and the Option Agreement.

7.4 No Representation or Warranty. The Company makes no representation or warranty as to the future market value of Optioned Shares issued in accordance with the provisions of the Plan or to the effect of the *Income Tax Act* (Canada) or any other taxing statute governing the Options or the Optioned Shares issuable thereunder or the tax consequences to a Optionee. Compliance with applicable Securities Laws as to the disclosure and resale obligations of each Optionee is the responsibility of such Optionee and not the Company.

7.5 Other Arrangements. Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approval.

7.6 No Fettering of Discretion. The awarding of Options under this Plan is a matter to be determined solely in the discretion of the Board. This Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Shares or any other securities in the capital of the Company or any of its Affiliates other than as specifically provided for in this Plan.

PART 8
EFFECTIVE DATE OF PLAN

8.1 Effective Date. This Plan was made effective on September 28, 2021 and re-approved by the Board on September 16, 2025.

SCHEDULE "B"

RSU PLAN

ROCKET DOCTOR AI INC.

RESTRICTED SHARE UNIT PLAN

EFFECTIVE AS OF SEPTEMBER 28, 2021

AND RE-APPROVED BY THE BOARD ON SEPTEMBER 16, 2025

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RESTRICTED SHARE UNIT PLAN

ARTICLE 1
PURPOSE AND INTERPRETATION

Section 1.1 Purpose

The purpose of the Plan is to promote and advance the interests of the Company by (i) providing Eligible Persons with additional incentive through an opportunity to receive discretionary bonuses in the form of Common Shares of the Company, (ii) encouraging stock ownership by such Eligible Persons, (iii) increasing the proprietary interest of Eligible Persons in the success of the Company, and (iv) increasing the ability to attract, retain and motivate Eligible Persons.

Section 1.2 Definitions

For the purposes of this Plan, the following terms shall have the following meanings:

(a) "Account" means a notional account maintained for each Participant on the books of the Company which will be credited with Restricted Share Units and Dividend RSUs, in accordance with the terms of the Plan;

(b) "Affiliate" means any person that controls or is controlled by the Company or that is controlled by the same person that controls the Company;

(c) "Associate" has the meaning ascribed to that term under the *Securities Act*, R.S.B.C. 1996, c. 418, as amended from time to time;

(d) "Affiliated Companies", "Controlled Companies" and "Subsidiary Companies" have the meanings ascribed to those terms under the *Securities Act*, R.S.B.C. 1996, c. 418, as amended from time to time;

(e) "Black-Out Period" means the period during which designated directors, officers, employees and consultants of the Company and, if applicable, any Subsidiary Company, cannot trade Common Shares pursuant to the Company s insider trading policy which is in effect at that time (which, for certainty, does not include the period during which a cease trade order is in effect to which the Company, or in respect of a Reporting Insider, that Reporting Insider, is subject);

(f) "Board" means the board of directors of the Company or such delegate as referred to by the term in Section 3.1(1);

(g) "Business Day" means any day other than a Saturday, Sunday or a statutory or civic holiday in the City of Vancouver, British Columbia, on which the Stock Exchange is open for trading;

(h) "Cause" means (i) if the Participant has a written agreement with the Company or Subsidiary Companies in which cause is defined, cause as defined therein; or otherwise (ii) (A) the inability of the Participant to perform his or her duties due to a legal impediment such as an injunction, restraining order or other type of judicial judgment, decree or order entered against the Participant; (B) the failure of the Participant to follow the Company's reasonable instructions with respect to the performance of his or her duties; (C) any material breach by the Participant of his or her obligations under any code of ethics, any other code of business conduct or any lawful policies or procedures of the Company; (D) excessive absenteeism, flagrant neglect of duties, serious misconduct, or conviction of crime or fraud; and (E) any other act or omission of the Participant which would in law permit an employer to, without notice or payment in lieu of notice, terminate the employment of an employee;

(i) "Change of Control Event" means:

(i) the acquisition of a sufficient number of voting securities in the capital of the Company so that the acquiror, together with Persons or Entities acting jointly or in concert with the acquiror, becomes entitled, directly or indirectly, to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Company (provided that, prior to the acquisition, the acquiror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Company);

(ii) the completion of a consolidation, merger, arrangement or amalgamation of the Company with or into any other entity whereby the voting securityholders of the Company immediately prior to the consolidation, merger, arrangement or amalgamation receive less than 50% of the voting rights attaching to the outstanding voting securities of the consolidated, merged, arranged or amalgamated entity;

(iii) the completion of a sale whereby all or substantially all of the Company's undertakings and assets become the property of any other entity and the voting securityholders of the Company immediately prior to the sale hold less than 50% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale; or

(iv) an occurrence when a majority of the directors elected at any annual or extraordinary general meeting of shareholders of the Company are not individuals nominated by the Company's then-incumbent Board.

(j) "Common Shares" means the common shares in the share capital of the Company;

(k) "Company" means Rocket Doctor AI Inc.;

(l) "Consultant" means a corporate entity or an individual, other than an employee, executive officer or director of the Company or of an Affiliate, that:

(i) is engaged to provide services to the Company or an Affiliate, other than services provided in relation to a distribution of the Company's securities;

(ii) provides the services under a written contract with the Company or an Affiliate; and

(iii) spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate;

and includes, for an individual consultant, a Company of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

(m) "Dividend RSUs" means a bookkeeping entry credited to a Participant's Account equivalent in value to the dividend, if any, paid on a Common Share in accordance with Section 4.2 of the Plan;

(n) "Eligible Person" means:

(i) any director, officer, employee or Consultant of the Company or any of its Subsidiary Companies; and

(ii) any Personal Holding Company of any of the persons listed in Section 1.2(m)(i) above;

who is designated by the Board as eligible to participate in the Plan;

(o) "Expiry Date" means the expiry date set out by the Board on the date of approval of a grant and as described in the applicable RSU Grant Letter (which for greater certainty may vary between RSUs granted from time to time), following which an RSU is expired and is thereafter incapable of settlement, and is of no value whatsoever, provided however that in no event shall an Expiry Date be a date that is more than three years from the date of grant;

(p) "Market Price" means, with respect to any particular date, the volume weighted average trading price of the Common Shares as reported on the Stock Exchange for the five (5) trading days immediately preceding that date;

(q) "Participant" means an Eligible Person to whom RSUs have been granted and are outstanding;

(r) "Personal Holding Company" means a personal holding Company that is either wholly owned, or controlled by, any director, executive officer, employee or Consultant of the Company or its Affiliates, and the shares of which are held

directly or indirectly by any such person or the person s spouse, minor children and/or minor grandchildren;

(s) "Person or Entity" means an individual, natural person, Company, government or political subdivision or agency of a government, and where two or more persons act as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an issuer, such partnership, limited partnership, syndicate or group shall be deemed to be a Person or Entity;

(t) "Plan" means this Restricted Share Unit plan of the Company, as amended from time to time;

(u) "Reporting Insider" means a reporting insider as defined under National Instrument 55-104 as may be amended from time to time;

(v) "Restricted Share Unit" or "RSU" means a bookkeeping entry equivalent in value to a Common Share credited to a Participant's Account and representing the right of a Participant to whom a grant of such restricted share units is made to receive one Common Share (or, pursuant to Section 4.3, an amount of cash equal to the Market Value thereof), pursuant and subject to the terms and conditions set forth in this Plan and in the applicable RSU Grant Letter;

(w) "RSU Award" means the number of RSUs determined by the Board to be awarded to the Participant and credited to a Participant's Account, as evidenced by a RSU Grant Letter;

(x) "RSU Grant Letter" has the meaning given to that term in Section 3.1(3);

(y) "*Securities Act*" means the *Securities Act* (British Columbia), RSBC 1996, c.418 as from time to time amended.

(z) "Settlement Date" means the Business Day during the Settlement Period on which a Participant elects to settle an RSU in accordance with Section 4.3;

(aa) "Settlement Notice" has the meaning set out in Section 4.3;

(bb) "Settlement Period" means the period starting on the Vesting Date and ending on the Expiry Date;

(cc) "Shareholder" means a holder of a Common Share in the capital of the Company;

(dd) "Share Compensation Arrangement" means any stock option, stock option plan, employee stock purchase plan, restricted share unit, or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares, including a share purchase from treasury which is financially assisted by the Company by way of a loan, guarantee or otherwise including, without limitation, this Plan;

(ee) "Stock Exchange" means the Canadian Securities Exchange or if the Common Shares are not listed on the Canadian Securities Exchange, any stock exchange on which the Common Shares are listed or traded, as determined by the Board;

(ff) "Termination Date" means the date on which a Participant ceases to be an Eligible Person. For greater certainty, in the case of a Participant whose employment or term of office with the Company or any Subsidiary Company terminates in the circumstances set out in Section 4.4(1)(a), Section 4.4(1)(b) or Section 4.4(1)(c), the date that is designated by the Company or any Subsidiary Company, as the last day of the Participant's employment or term of office with the Company or such Subsidiary Company, provided that in the case of termination of employment or term of office by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given, and "Termination Date" specifically does not include any period of reasonable notice that the Company or any Subsidiary Company may be required at law to provide to the Participant; and

(gg) "Vesting Date" means the date on which an RSU is vested for the purposes of the Plan.

Section 1.3 Interpretation

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

Section 1.4 Governing Law

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Section 1.5 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.

ARTICLE 2
SHARE CAPITAL

Section 2.1 Shares Reserved

(1) Subject to Section 5.3(1), the securities that may be acquired by Participants pursuant to RSUs granted under this Plan shall consist of authorized but unissued Common Shares.

(2) The Company shall at all times during the term of this Plan ensure that the number of Common Shares it is authorized to issue shall be sufficient to satisfy the requirements of RSUs granted under this Plan.

(3) The maximum number of Common Shares made available for issuance pursuant to the Plan shall be determined from time to time by the Board, but in any case, shall not exceed 10% of the Common Shares issued and outstanding from time to time, subject to adjustments as provided in the Plan.

(4) The Plan shall be a "rolling plan" and therefore when RSUs are cancelled (whether or not upon payment with respect to vested RSUs) or terminated, the number of Common Shares in respect of such cancelled or terminated RSUs shall again be available for the purpose of granting RSU Awards pursuant to the Plan.

ARTICLE 3
ADMINISTRATION

Section 3.1 General

(1) This Plan shall be administered by the Board. Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board and/or to any member of the Board. Any delegation pursuant to this Section 3.1 shall be documented in a resolution of the Board.

(2) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the awarding, granting, vesting, settlement and method of settlement of RSUs , all on such terms (which may vary between RSUs granted from time to time) as it shall determine. In addition, the Board shall have the authority to:

(a) select any directors, officers, employees or Consultants of the Company or Subsidiary Companies of the Company to participate in this Plan; provided that RSUs granted to any Participant shall be approved by the Shareholders if the rules of the Stock Exchange require such approval;

(b) construe and interpret this Plan and all agreements entered into hereunder;

(c) prescribe, amend and rescind rules and regulations relating to this Plan; and

(d) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants and on their legal, personal representatives and beneficiaries.

(3) An RSU Award shall be evidenced by a restricted share unit grant letter ("RSU Grant Letter"), a form of which is attached as Schedule A to this Plan, signed on behalf of the Company, subject to amendment by the Board from time to time, and which shall specify:

(a) the number of RSUs subject to the RSU Award to be credited to the Participant's Account;

(b) the date of grant of the RSU Award;

(c) the Vesting Date or Vesting Dates applicable to the RSUs subject to the RSU Award;

(d) the Settlement Period and Expiry Date applicable to an RSU subject to the RSU Award;

(e) the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Common Shares acquired upon settlement of the RSU;

(f) the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Common Shares acquired upon settlement of an RSU may be forfeited; and

(g) such other terms, conditions and limitations permitted by and not inconsistent with this Plan as the Board may determine.

(4) No member of the Board (or person acting under delegated authority, nor the Company, will be liable for any action or determination taken or made in the administration, interpretation, construction or application of this Plan, any RSU Grant Letter or any RSU issued pursuant to this Plan, or otherwise in any way in respect of any Participant's participation in this Plan or the holding or settlement of RSUs.

Section 3.2 Compliance with Legislation

(1) The Plan, the terms of the issue or grant and the settlement of RSUs hereunder and the Company s obligation to sell and deliver Common Shares upon settlement of RSUs shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of the Stock Exchange and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Company, be required. The Company shall not be obliged by any provision of the Plan or the grant of any RSU hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals.

(2) No RSU shall be granted and no Common Shares issued or sold thereunder where such grant, issue or sale would require registration of the Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any RSU or issue or sale of Common Shares hereunder in violation of this provision shall be void.

(3) The Company shall have no obligation to issue any Common Shares pursuant to the Plan unless such Common Shares shall have been duly listed, upon official notice of issuance, with the Stock Exchange. Common Shares issued and sold to Participants pursuant to the settlement of RSUs may be subject to restrictions or limitations on sale or resale under applicable securities laws.

(4) If Common Shares cannot be issued to a Participant upon the settlement of an RSU due to legal or regulatory restrictions, the obligation of the Company to issue such Common Shares under the Plan shall terminate, at no cost to the Company nor obligation to otherwise compensate a Participant in any way.

Section 3.3 Miscellaneous

(1) Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approval.

(2) Nothing contained in the Plan nor in any RSU granted hereunder shall be deemed to give any Participant any interest or title in or to any Common Shares of the Company or any rights as a Shareholder or any other legal or equitable right against the Company whatsoever other than as set forth in the Plan and pursuant to the settlement of any RSU.

(3) The Plan does not give any Participant or any employee of the Company or any of its Affiliated Companies, Subsidiary Companies or Controlled Companies the right or obligation to continue to serve as a Consultant, director, officer or employee, as the case may be, of the Company or any of its Affiliated Companies, Subsidiary Companies or Controlled Companies. The awarding of RSUs to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the capital of the Company or any of its Subsidiary Companies other than as specifically provided for in the Plan.

(4) The existence of any RSUs shall not affect in any way the right or power of the Company or its Shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company s capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

(5) No fractional Common Shares shall be issued upon the settlement of RSUs granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Common Share upon the settlement of an RSU, or from an adjustment pursuant to Section 5.3(1) such Participant shall only have the right to receive the next lowest whole number of Common Shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

ARTICLE 4
RESTRICTED SHARE UNITS

Section 4.1 Granting of RSUs

(1) Where the Board determines to grant an RSU Award to an Eligible Person and sets the terms and conditions applicable to such RSU Award, the Company shall deliver to the Eligible Person a RSU Grant Letter, containing the terms and conditions applicable to such RSU Award.

(2) On the grant of an RSU Award, the Company will credit the Participant’s Account with the number of RSUs granted to such Participant under the terms of the RSU Award.

(3) The grant of an RSU Award shall entitle the Participant to the conditional right to receive for each RSU credited to the Participant’s Account, at the election of the Company, either one

Common Share or an amount in cash, net of applicable taxes and contributions to government sponsored plans, as determined by the Board, equal to the Market Price of one Common Share for each RSU credited to the Participant's Account on the Settlement Date, subject to the conditions set out in the RSU Grant Letter and in the Plan, and subject to all other terms of this Plan.

(4) An Eligible Person may receive an RSU Award on more than one occasion under the Plan and may receive separate RSU Awards on any one occasion.

(5) RSUs granted under this Plan to an Eligible Person in a calendar year will (subject to any applicable terms and conditions) represent a right to a bonus or similar award to be received for services rendered by such Eligible Person to the Company or an Affiliate, as the case may be, in the fiscal year ending in, coincident with or before such calendar year, subject to any other determination by the Company.

Section 4.2 Dividends

(1) Unless the Board determines otherwise, additional RSUs ("Dividend RSUs") will be credited to a Participant's Account where the Company declares and pays a dividend on Common Shares. The number of Dividend RSUs credited to a Participant's Account in connection with the payment of dividends on Common Shares will be based on the actual amount of cash dividends that would have been paid to such Participant had he been holding such number of Shares equal to the number of RSUs credited to the Participant's Account on the date on which cash dividends are paid on the Shares and the Market Price of the Common Shares on the payment date.

(2) Dividend RSUs credited to a Participant's Account shall vest and be settled in the same manner and on the same date as the RSUs to which they relate.

Section 4.3 Settlement of Restricted Share Units

(1) Subject to the provisions of the Plan and in particular Section 4.4 and Section 5.2 and any vesting limitations imposed by the Board in its sole unfettered discretion at the time of grant, RSUs subject to an RSU Award may be settled by a Participant during the Settlement Period applicable to the RSU by delivery to the Company of a notice (the "Settlement Notice") in a form attached to the RSU Grant Letter. As soon as practicable following the receipt of the Settlement Notice, RSUs will be settled by the Company through the delivery by the Company of such number of Common Shares equal to the number of RSUs then being settled or, at a Company's election, an amount in cash, net of applicable taxes and contributions to government sponsored plans, equal to the Market Price at the Settlement Date of one Common Share for each RSU then being settled. Where, prior to the Expiry Date, a Participant fails to elect to settle an RSU, the Participant shall be deemed to have elected to settle such RSUs on the day immediately preceding the Expiry Date.

(2) Notwithstanding the foregoing, if the Company elects to issue Common Shares in settlement of RSUs:

(a) the Company may arrange for such number of the Common Shares to be sold as it deems necessary or advisable to raise an amount at least equal to its determination of such applicable taxes, with such amount bring withheld by the Company; or

(b) the Company may elect to settle for cash such number of RSUs as it deems necessary or advisable to raise funds sufficient to cover such withholding taxes with such amount being withheld by the Company; or

(c) the Company may, as a condition of settlement in the form of Common Shares, require the Participant to pay the applicable taxes as determined by the Company or make such other arrangement acceptable to the Company in its discretion (if at all) as it deems necessary or advisable.

(3) Subject to the terms of the Plan, as soon as practicable after receipt of any of the amount, undertaking or election listed in Section 4.3(2), the Company will forthwith cause the transfer agent and registrar of the Common Shares to deliver to the Participant a certificate or certificates in the name of the Participant or a statement of account, at the discretion of the Company, representing in the aggregate Common Shares issued to the Participant.

(4) Notwithstanding any other provision of the Plan:

(a) no RSU shall be capable of settlement after the Expiry Date; provided, however, that if the Expiry Date in respect of an RSU falls on, or within nine (9) Business Days immediately following, a date upon which such Participant is prohibited from exercising such RSU due to a Black-Out Period or other trading restriction imposed by the Company, then the Expiry Date of such RSU shall be automatically extended to the tenth (10th) Business Day following the date the relevant Black-Out Period or other trading restriction imposed by the Company is lifted, terminated or removed. The foregoing extension applies to all RSUs regardless of the date of grant and shall not be considered an extension of the term thereof as otherwise referred to in the Plan;

(b) the Settlement Period shall be automatically reduced in accordance with Section 4.4 upon the occurrence of any of the events referred to therein; and

(c) no RSU in respect of which Shareholder approval is required under the rules of the Stock Exchange shall be settled until such time as such RSU has been so approved.

Section 4.4 Termination of Service

(1) Except as otherwise determined by the Board:

(a) all RSUs held by the Participant (whether vested or unvested) shall terminate automatically upon the termination of the Participant's service with the Company or any Subsidiary Companies for any reason other than as set forth in paragraph (b) and (c) below;

(b) in the case of a termination of the Participant's service by reason of (A) termination by the Company or any Subsidiary Companies other than for Cause, or (B) the Participant's death, the Participant's unvested RSUs shall vest automatically as of such date, and on the earlier of the original Expiry Date and any time during the ninety (90) day period commencing on the date of such termination of service (or,

if earlier, the Termination Date), the Participant (or his or her executor or administrator, or the person or persons to whom the Participant's RSUs are transferred by will or the applicable laws of descent and distribution) will be eligible to request that the Company settle his vested RSUs. Where, prior to the 90th day following such termination of service (or, if earlier, the Termination Date) the Participant fails to elect to settle a vested RSU, the Participant shall be deemed to have elected to settle such RSU on such 90th day (or, if earlier, the Termination Date) and to receive Common Shares in respect thereof;

(c) in the case of a termination of the Participant's services by reason of voluntary resignation, only the Participant's unvested RSUs shall terminate automatically as of such date, and any time during the ninety (90) day period commencing on the date of such termination of service (or, if earlier, the Termination Date), the Participant will be eligible to request that the Company settle his vested RSUs. Where, prior to the 90th day following such termination of service (or, if earlier, the Termination Date) the Participant fails to elect to settle a vested RSU, the Participant shall be deemed to have elected to settle such RSU on such 90th day (or, if earlier, the Termination Date) and to receive Common Shares in respect thereof;

(d) for greater certainty, where a Participant's employment or term of office terminates by reason of termination by the Company or any Subsidiary Companies for Cause then any RSUs held by the Participant, whether or not vested at the Termination Date, immediately terminate and are cancelled on the Termination Date or at a time as may be determined by the Board, in its sole discretion;

(e) a Participant's eligibility to receive further grants of RSUs under this Plan ceases as of the earliest of the date the Participant resigns from the Company or any Subsidiary Company and the date that the Company or any Subsidiary Company provides the Participant with written notification that the Participant's employment or term of office, as the case may be, is terminated, notwithstanding that such date may be prior to the Termination Date; and

(f) for the purposes of the Plan, a Participant shall not be deemed to have terminated service where: (i) the Participant remains in employment or office within or among the Company or any Subsidiary Company or (ii) the Participant is on a leave of absence approved by the Board.

Section 4.5 Non-transferability of RSUs

RSUs shall not be transferable or assignable by the Participant otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by the Participant and after death only by the Participant's legal representative.

Section 4.6 Hold Period

Pursuant to Stock Exchange Policies, where a hold period is applicable, the RSU Grant Letter will include a legend stipulating that the RSU Award is subject to a four-month hold period commencing from the date of grant of the RSU Award.

ARTICLE 5
TERMINATION, AMENDMENTS AND ADJUSTMENTS

Section 5.1 Amendment and Termination

(1) The Board may amend, suspend or terminate the Plan or any portion thereof at any time in accordance with applicable law, and subject to any required regulatory approval.

(2) No such amendment, suspension or termination shall alter or impair any RSUs or any rights pursuant thereto granted previously to any Participant without the consent of such Participant.

(3) If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan termination shall continue in effect during such time as an RSU or any rights pursuant thereto remain outstanding.

(4) With the consent of the affected Participant, the Board may amend or modify any outstanding RSU in any manner to the extent that the Board would have had the authority to initially grant such award as so modified or amended, including without limitation, to change the date or dates as of which the RSU becomes exercisable, subject to the prior approval of the Stock Exchange where necessary.

Section 5.2 Change of Control

(1) Notwithstanding any other provision of this Plan, in the event of an actual or potential Change of Control Event, the Board may, in its discretion, without the necessity or requirement for the agreement or consent of any Participant: (i) accelerate, conditionally or otherwise, on such terms as it sees fit, the vesting date of any RSU; (ii) permit the conditional settlement of any RSU, on such terms as it sees fit; (iii) otherwise amend or modify the terms of the RSU, including for greater certainty permitting Participants to settle any RSU, to assist the Participants to tender the underlying Common Shares to, or participate in, the actual or potential Change of Control Event or to obtain the advantage of holding the underlying Common Shares during such Change of Control Event; and (iv) terminate, following the successful completion of such Change of Control Event, on such terms as it sees fit, the RSUs not settled prior to the successful completion of such Change of Control Event, including, without limitation, for no payment or other compensation.

The determination of the Board in respect of any such Change of Control Event shall for the purposes of this Plan be final, conclusive and binding.

Section 5.3 Adjustments

(1) If there is a change in the outstanding Common Shares by reason of any stock dividend or split, recapitalization, amalgamation, consolidation, combination or exchange of shares, or other corporate change, the Board shall make, subject to the prior approval of the Stock Exchange where necessary, appropriate substitution or adjustment in

(a) the number or kind of Common Shares or other securities reserved for issuance pursuant to the Plan, and

(b) the number and kind of Common Shares or other securities subject to unsettled and outstanding RSUs granted pursuant to the Plan;

provided, however, that no substitution or adjustment shall obligate the Company to issue fractional RSUs or Common Shares.

(2) If the Company is reorganized, amalgamated with another Company or consolidated, the Board shall make such provisions for the protection of the rights of Participants as the Board in its discretion deems appropriate.

ARTICLE 6
GENERAL

Section 6.1 Effective Date

This Plan was made effective on September 28, 2021 and re-approved by the Board on September 16, 2025.

Section 6.2 Notice

Any Notice required to be given by this Plan shall be in writing and shall be given by registered mail, postage prepaid, or delivered by courier or by facsimile transmission addressed, if to the Company, to the operations office of the Company in Vancouver, British Columbia, Attention: Corporate Secretary; or if to a Participant, to such Participant at his address as it appears on the books of the Company or in the event of the address of any such Participant not so appearing, then to the last known address of such Participant; or if to any other person, to the last known address of such person.

Section 6.3 Tax Withholdings

The Company shall be entitled to withhold such number of Common Shares or amount of cash payable to a Participant, either under this Plan or otherwise, or make such other arrangement as are contemplated under Section 4.3(2), as it may deem necessary or advisable so as to ensure that the Company is in compliance with the applicable provisions of any federal, provincial or local law relating to the withholding or remittance of tax or other relevant amounts. It is the responsibility of the Participant to complete and file any tax returns which may be required within the periods specified under applicable laws as a result of the Participant's participation in the Plan.

The Company shall not be responsible for any tax consequences to a Participant as a result of the Participant's participation in the Plan.

Section 6.4 Rights of Participants

No person entitled to settle any RSU granted under this Plan shall have any of the rights or privileges of a Shareholder in respect of any Common Shares issuable upon settlement of such RSU until such Common Shares have been issued to such person.

Section 6.5 Right to Issue Other Shares

The Company shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Common Shares, varying or amending its share capital or corporate structure or conducting its business in any way whatsoever.

Section 6.6 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Company and a Participant, including without limitation, the legal representatives of such Participant or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

Section 6.7 Funding of the Plan

The Plan shall be unfunded. No funds will be set aside to guarantee the payment of RSUs, which will remain an unfunded liability recorded on the books of the Company.

SCHEDULE A

RESTRICTED SHARE UNIT GRANT LETTER

TO: [*Name of Participant*]

Rocket Doctor AI Inc. (the "**Company**") hereby confirms a grant of restricted share units ("**RSU Units**") to ### (the "**Participant**") (as defined in the Company's Restricted Share Unit Plan (the "**RSU Plan**") described in the table below pursuant to the Company's RSU Plan.

This grant is made pursuant to the terms and conditions of the Company's RSU Plan, as amended from time to time, and is incorporated herein by reference and made a part of this letter agreement. Each RSU Unit granted to the Participant named herein represents the right of the Participant to receive one Common Share in the share capital of the Company on the date(s) or pursuant to the terms specified below. Capitalized terms not otherwise defined herein shall have the same meanings as in the RSU Plan.

No. of RSU Units	Grant Date	Expiry Date

[include any specific/additional vesting period or other conditions]

The Company and the undersigned Participant hereby confirms that the undersigned Participant is a bona fide Director, Officer, Consultant, or Employee as the case may be.

DATED _____, 20____.

ROCKET DOCTOR AI INC.

Per: _____
Authorized Signatory

The undersigned hereby accepts such grant, acknowledges being a Participant under the RSU Plan, agrees to be bound by the provisions thereof and agrees that the RSU Plan will be effective

as an agreement between the Company and the undersigned with respect to the RSU Units granted or otherwise issued to him/her/it.

DATED _____, 20____.

_____
Participant's Signature

_____
_____
Name of Participant (*print*)

OR

[NAME OF COMPANY PARTICIPANT]

By:

_____
Authorized Signatory

_____
Name of Authorized Signatory