MCI ONEHEALTH TECHNOLOGIES INC.

NOTICE OF MEETING AND

MANAGEMENT INFORMATION CIRCULAR

FOR THE ANNUAL GENERAL AND SPECIAL MEETING OF THE HOLDERS OF

CLASS A SUBORDINATE VOTING SHARES AND

CLASS B MULTIPLE VOTING SHARES

TO BE HELD ON SEPTEMBER 21, 2023

This Notice of Meeting and Management Information Circular is furnished in connection with the solicitation by the management of MCI Onehealth Technologies Inc. of proxies to be voted at the annual general and special meeting of holders of Class A Subordinate Voting Shares and Class B Multiple Voting Shares

MCI ONEHEALTH TECHNOLOGIES INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

TAKE NOTICE THAT the annual general and special meeting (the "**Meeting**") of the shareholders of MCI Onehealth Technologies Inc. (the "**Company**") will be held on Thursday, September 21, 2023, at 11:00 a.m. Toronto-time at 60 Adelaide St. E., 10th Floor, Toronto, Ontario, M5C 3E4. At the Meeting, registered shareholders and duly appointed proxyholders will have the opportunity to ask questions and vote on matters properly brought before the Meeting.

The Meeting is being held for the following purposes:

1. to receive and consider the consolidated financial statements of the Company for the financial years ended December 31, 2022 and 2021, together with the report of the auditors thereon, and the condensed interim consolidated financial statement of the Company for the three- and six-months ended June 30, 2023 and 2022;

2. to fix the number of directors of the Company at five (5) and to elect the directors of the Company for the ensuing year;

3. to re-appoint BDO Canada LLP as the auditors of the Company to hold office until the next annual general meeting of shareholders and to authorize the directors to fix the remuneration to be paid to the auditors;

4. to consider and, if deemed appropriate, approve the rolling 10% cap on the number of Class A Subordinate Voting Shares of the Company that may be allocated to equity incentive grants under the Company's equity incentive plan dated December 22, 2020 (the "**Equity Incentive Plan**");

5. to consider and, if deemed appropriate, authorize the board of directors of the Company to amend, or to cancel and reissue, certain options held by insiders of the Company that are presently outstanding under the Company's Equity Incentive Plan to reduce their exercise prices and increase their term beyond their original expiry dates, including pursuant to Section 613(i) of the Toronto Stock Exchange Company Manual;

6. to consider and, if deemed appropriate, authorize the Company, including pursuant to Sections 604, 607(e) and 607(g)(i) of the Toronto Stock Exchange Company Manual, to participate in a strategic transaction (the "**Transaction**") with WELL Health Technologies Corp. ("**WELL**") pursuant to which, among other things, the Company will (a) complete a convertible debenture unit financing to raise between $7,500,000 and $10,000,000; (b) facilitate the sale of a significant portion of the clinical assets held by the Company's wholly-owned subsidiary, MCI Medical Clinics Inc., to a wholly-owned subsidiary of WELL; (c) execute on a debt resolution and acknowledgement agreement providing for the resolution of its outstanding secured credit facility with The First Canadian Wellness Co. Inc. in the aggregate principal amount of up to $8,500,000; (d) enter into a call option agreement among WELL and certain third parties which may result in a change in control of the Company; (e) enter into an investor rights agreement granting WELL board nomination rights, a pre-emptive right, registration and qualification rights; and (f) enter into a number of ancillary and related agreements with respect to the foregoing;

7. to consider and, if deemed appropriate, authorize the Company, in connection with the Transaction, to file articles of amendment to effect a consolidation of its Class A Subordinate Voting Shares and Class B Multiple Voting Shares;

8. to consider and, if deemed appropriate, authorize the Company, in connection with the Transaction, to file articles of amendment to amend the terms of the Class B Multiple Voting Shares to facilitate their transfer to WELL;

9. to consider and, if deemed appropriate, authorize the Company to file articles of amendment to change the name of the Company from "MCI Onehealth Technologies Inc." to such other name as the board of directors of the Company may determine;

10. to consider and, if deemed appropriate, authorize Dr. Sven Grail and Dr. George Christodoulou and their permitted transferees, under Section 3.2 of Ontario Security Commission Rule 56-501, to grant the call option noted in matter 6(d) above and to make one or more distributions of their respective Class A Subordinate Voting Shares pursuant to applicable prospectus exemptions to facilitate the completion of the Transaction and their divestiture of any residual Class A Subordinate Voting Shares; and

11. to approve such other matters and transact such other business as may be properly brought before the Meeting or any adjournment of the Meeting.

Capitalized terms not defined in this Notice are defined in the accompanying Management Information Circular. In general, the Management Information Circular provides additional information relating to the matters to be dealt with at the Meeting.

The board of directors of the Company has fixed the record date for the Meeting at the close of business on August 16, 2023 (the "**Record Date**"). Only persons registered as shareholders of the Company as of the close of business on the Record Date are entitled to receive notice of the Meeting.

DATED this 21st day of August, 2023.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "*Dr. Alexander Dobranowski"*

Dr. Alexander Dobranowski
Chief Executive Officer

Shareholders who are unable to attend the Meeting are requested to date, sign and return the accompanying instrument of proxy (the ''Instrument of Proxy''), or other appropriate form of proxy, in accordance with the instructions set forth in the Instrument of Proxy (or other form of proxy) and the accompanying Management Information Circular. Shareholders who hold both Class A Subordinate Voting Shares and Class B Multiple Voting Shares are required to complete two separate Instruments of Proxy, one for each class of share. An Instrument of Proxy will not be valid unless it is properly executed and deposited at the offices of Computershare Investor Services Inc., Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Canada, no later than 11:00 a.m. (Toronto time) on Tuesday, September 19, 2023, or, if the Meeting is adjourned or postponed, not later than 48 hours (excluding Saturdays, Sundays, and holidays) before the time of the adjourned or postponed meeting. A person appointed as proxyholder need not be a shareholder of the Company. The time limit for deposit of proxies may be waived or extended by the chairman of the Meeting at his sole discretion, without notice.

A proxyholder has discretion under the accompanying form of proxy in respect of amendments or variations to matters identified in this Notice and with respect to other matters that may properly come before the Meeting, or any adjournment(s) or postponement(s) thereof. As of the date hereof, management of the Company know of no amendments, variations or other matters to come before the Meeting other than the matters set forth in this Notice.

If you are a non-registered shareholder of the Company and received this Notice and accompanying materials through an intermediary, please complete and return the materials in accordance with the instructions provided to you by your intermediary.

Only shareholders of record at the close of business on the Record Date are entitled to vote such shares at the Meeting on the basis of one (1) vote per Class A Subordinate Voting Share held and nine (9) votes per Class B Multiple Voting Share held.

MCI ONEHEALTH TECHNOLOGIES INC.

MANAGEMENT INFORMATION CIRCULAR

PURPOSE OF SOLICITATION

This management information circular is dated as of August 21, 2023 (the "**Management Information Circular**") and is provided in connection with the solicitation of proxies by the board of directors (the "**Board**") and the management of MCI Onehealth Technologies Inc. (the "**Company**" or "**MCI**"), for use at the annual general and special meeting (the "**Meeting**") of the shareholders of the Company (the "**Shareholders**"), to be held at 60 Adelaide St. E., 10th Floor, Toronto, Ontario, M5C 3E4 on September 21, 2023 at the hour of 11:00 a.m. Toronto-time, or at any adjournment or postponement thereof, for the purposes set out in the accompanying notice of meeting (the "**Notice of Meeting**"). Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by telephone, at a nominal cost. In accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), arrangements have been made with the Company's transfer agent as well as brokerage houses and other intermediaries, clearing agencies, custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of the Class A Subordinate Voting Shares and Class B Multiple Voting Shares of the Company (collectively, the "**Shares**") held of record by such persons. The Company will not reimburse nominees or agents (including brokers holding Shares on behalf of clients) of any Shareholder for the cost incurred in obtaining authorization to execute the enclosed form of proxy from their principals. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

This Management Information Circular is available on the Company's System for Electronic Document Analysis and Retrieval Plus - Reporting Issuer List ("**SEDAR**") profile at www.sedarplus.ca.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Management Information Circular contains "forward-looking statements" concerning anticipated future events, results, circumstances, performance or expectations that are not historical facts but instead represent our beliefs regarding future events, many of which, by their nature are inherently uncertain and beyond our control. These forward-looking statements include statements with respect to our beliefs, plans, objectives, expectations, anticipations, estimates and intentions. The words "may", "will", "could", "should", "would", "believe", "expect", and "continue" (or the negative thereof), and words and expressions of similar import, are intended to identify forward-looking statements. By their very nature, forward-looking statements involve inherent risks and uncertainties. Certain material factors or assumptions are applied in making forward-looking statements and actual results may differ materially from those expressed or implied in such statements. We caution readers not to place undue reliance on these statements as a number of important factors, many of which are beyond our control, could cause our actual results to differ materially from the beliefs, plans, objectives, expectations, anticipations, estimates and intentions expressed in such forward-looking statements. These statements are made as of August 21, 2023 and, except as required by applicable law, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

CURRENCY

Unless otherwise indicated, all dollar amounts in this Management Information Circular are given as of August 21, 2023. All dollar amounts in this Management Information Circular refer to Canadian dollars, unless otherwise indicated.

VOTING OF PROXIES

All Shares represented at the Meeting by properly executed proxies will be voted for, against, or withheld from voting (including the voting on any ballot), as applicable, in accordance with the instructions of the Shareholder, and where a choice with respect to any matter to be acted upon has been specified in the instrument of proxy (the "**Instrument of Proxy**"), the Shares represented by the proxy will be voted in accordance with such specification. **In the absence of any such specification, the management designees, if named as proxy, will vote in favour of the matters set out therein.**

The persons appointed under the Instrument of Proxy furnished by the Company are conferred with discretionary authority with respect to amendments or variations of those matters specified in the Instrument of Proxy and Notice of Meeting, and with respect to any other matters which may properly be brought before the Meeting. In the event that amendments or variations to any matter identified in the Notice of Meeting are properly brought before the Meeting, it is the intention of the persons designated in the enclosed Instrument of Proxy to vote in accordance with their best judgment on such matter or business. At the time of printing this Management Information Circular, the management of the Company knows of no such amendment, variation, or other matter.

In the case of abstentions from, or withholding of, the voting of Shares on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

APPOINTMENT AND REVOCATION OF PROXIES

This solicitation is made by and on behalf of the management of the Company. The persons named in the Instrument of Proxy have been selected by the directors of the Company and have indicated their willingness to represent as proxy the Shareholder who appoints them. **A Shareholder has the right to designate a person (who need not be a Shareholder of the Company) other than Alexander Dobranowski, the Chief Executive Officer of the Company ("CEO"), Scott Nirenberski, the Chief Financial Officer of the Company ("CFO"), Dr. Sven Grail ("Dr. Grail") or Dr. George Christodoulou ("Dr. Christodoulou"), the Co-Chairs of the Company, who are the management designees, to attend and represent him or her at the Meeting**. Such right may be exercised by inserting in the blank space provided for that purpose on the Instrument of Proxy the name of the person or persons to be designated, or by completing another proper Instrument of Proxy. Such Shareholder should notify the nominee of the appointment, obtain their consent to act as proxy and should provide instructions on how the Shareholder's Shares are to be voted. The completed Instrument of Proxy should be delivered to the office of Computershare Investor Services Inc., Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Canada, no later than 11:00 a.m. Toronto-time on Tuesday, September 19, 2023, or, if the Meeting is adjourned or postponed, not later than 48 hours (excluding Saturdays, Sundays, and holidays) before the time of the adjourned or postponed meeting. The time limit for the deposit of proxies may be waived or extended by the chairperson of the Meeting at his discretion, without notice.

A Shareholder that is the holder of more than one class of Shares must complete and return a separate Instrument of Proxy for each class of Shares that they wish to vote at the meeting.

An Instrument of Proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder's attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If an Instrument of Proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, must accompany the Instrument of Proxy.

A Shareholder who has given a proxy may revoke it as to any matter at any time before it is exercised by an instrument in writing: (a) executed by that Shareholder or by that Shareholder's attorney-in-fact, authorized in writing, or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to the Company at its head office at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any

reconvening thereof, or (ii) to the chair of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

A proxy will automatically be revoked by either: (a) attendance at the Meeting and participation in a vote (including the voting on any ballot) by a registered Shareholder, or (b) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set forth in this section is of significant importance to many Shareholders, as a substantial number of Shareholders do not hold Shares in their own name. Shareholders who hold their Shares through their brokers, intermediaries, trustees or other persons, or who otherwise do not hold their Shares in their own name (referred to in this Management Information Circular as "**Beneficial Shareholders**") should note that only proxies deposited by Shareholders who appear on the records maintained by the Company's registrar and transfer agent as registered Shareholders will be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided to a Beneficial Shareholder by a broker, those Shares will, in all likelihood, not be registered in the Shareholder's name. Such Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. Therefore, each Beneficial Shareholder should ensure that voting instructions regarding the voting of their Shares are properly communicated to the appropriate person (or that the Shares are duly registered in their name) well in advance of the Meeting.

Existing applicable regulatory policy requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker) is often substantially similar to the Instrument of Proxy provided directly to registered Shareholders by the Company. However, its purpose is limited to instructing the registered Shareholder (i.e., the broker or agent of the broker) on how to vote on behalf of the Beneficial Shareholder. The vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in Canada. Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form (or a voting instruction form from their broker or other intermediary (or an agent or nominee thereof)) cannot use such form to vote Shares directly at the Meeting. The voting instruction forms must be returned to Broadridge or such broker or other intermediary (or instructions respecting the voting of Shares must otherwise be communicated to Broadridge or such other broker or other intermediary) well in advance of the Meeting in order to have the Shares voted. If you have any questions respecting the voting of Shares held through a broker or other intermediary, please contact that broker or other intermediary for assistance.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of their broker or other intermediary, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Shares as proxyholder for the registered Shareholder, should enter their own names in the blank space on the applicable form of proxy provided to them and return the same to their broker or other intermediary (or the broker's**

or intermediary's agent) in accordance with the instructions provided by such broker, intermediary or agent well in advance of the Meeting.

Beneficial Shareholders are either "objecting beneficial owners" or "**OBOs**", who object to the disclosure by intermediaries of information about their ownership in the Company, or "non-objecting beneficial owners" or "**NOBOs**", who do not object to such disclosure. The Company is not sending proxy-related materials directly to NOBOs in accordance with NI 54-101; however, the Company will pay for intermediaries to send the proxy-related materials to OBOs.

All references to Shareholders in this Management Information Circular and the accompanying Instrument of Proxy and Notice of Meeting are to registered Shareholders unless specifically stated otherwise.

QUORUM

In accordance with the Company's by-laws (as amended, the "**By-Laws**"), a copy of which is posted on the Company's SEDAR profile at www.sedarplus.ca, a quorum for the transaction of business at a meeting of Shareholders of the Company is one (1) person present and entitled to vote at the meeting that holds or represents by proxy not less than ten percent (10%) of the votes attached to the outstanding Shares of the Company entitled to vote at that meeting.

PARTICIPATION

The Meeting will begin at 11:00 a.m. Toronto-time on September 21, 2023. Shareholders and duly appointed proxyholders can attend the Meeting in person at 60 Adelaide St. E., 10th Floor, Toronto, Ontario, M5C 3E4.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company has authorized capital consisting of an unlimited number of Class A Subordinate Voting Shares and an unlimited number of Class B Multiple Voting Shares, of which 53,869,773 Class A Subordinate Voting Shares and 36,000,000 Class B Multiple Voting Shares are issued and outstanding as at the date hereof. In addition, the Company is authorized to issue an unlimited number of preferred shares, none of which are currently issued.

Holders of Class A Subordinate Voting Shares and Class B Multiple Voting Shares of record at the close of business on August 16, 2023, (the "**Record Date**") are entitled to vote such Shares at the Meeting on the basis of one (1) vote for each Class A Subordinate Voting Share and nine (9) votes for each Class B Multiple Voting Share held.

The following table lists the entities who own of record or are known to the Company's directors or executive officers to beneficially own, control or direct, directly or indirectly, more than ten percent (10%) of the issued and outstanding Shares that are entitled to vote at the Meeting as at the date hereof:

Name and municipality of residence	Number and percentage of Class A Subordinate Voting Shares held	Number and percentage of Class B Multiple Voting Shares held
Dr. Sven Grail Toronto, Ontario, Canada	15,607,500 Class A Subordinate Voting Shares 28.97%	15,400,000 Class B Multiple Voting Shares 42.78%
Dr. George Christodoulou	17,051,934[1]	15,933,334[1]

Toronto, Ontario, Canada	Class A Subordinate Voting Shares 31.65%	Class B Multiple Voting Shares 44.26%

(1) Includes 10,000 Class A Subordinate Voting Shares owned by Toronto Dental Consultants, and 933,334 Class A Subordinate Voting Shares and 533,334 Class B Multiple Voting Shares owned by Carolyn Christodoulou.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the Board, the only matters to be brought before the Meeting are those matters set forth in the accompanying Notice of Meeting. No director of the Company has informed management of the Company of any intent to oppose any action to be taken by management at the Meeting.

Item One: Annual Financial Statements

The directors will place before the Shareholders at the Meeting the annual financial statements for the financial year ended December 31, 2022 and 2021, together with the auditors' report thereon and the accompanying management discussion and analysis, as well as the quarterly financial statements for the three- and six-month periods ended June 30, 2023, together with the accompanying management discussion and analysis and 2022 (collectively, the "**Financial Statements**"). Copies of the Financial Statements are available under the Company's profile on SEDAR at www.sedarplus.ca. Receipt at the Meeting of the Financial Statements will not constitute approval or disapproval of any matters referred to therein.

Item Two: Election of the Board

The Company currently has seven (7) directors. At the Meeting, Shareholders will be asked to pass an ordinary resolution to fix the number of directors of the Company for the ensuing year at five (5). In order to be passed, the resolution fixing the number of directors will require the approval of a majority of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting.

At the Meeting, Shareholders will also be asked to elect each of the five (5) individuals set forth below to the Board. If elected, each director will hold office until the next annual meeting of Shareholders or until his or her successor is duly elected or appointed, unless his office is earlier vacated in accordance with the Company's articles of incorporation (as amended, the "**Articles**").

In connection with the Transaction (as defined below), the Company has agreed to enter into an investor rights agreement with WELL Health Technologies Corp. ("**WELL**") granting WELL certain Board nomination rights, among other rights. Upon and subject to closing of the Transaction, the Company has agreed to appoint up to two (2) nominees of WELL to serve as members of the Board until the next annual general or annual general and special meeting of the Shareholders. These appointments may be made by the Board exercising its powers under the Articles of the Company to appoint one or more additional directors who shall hold office for a term expiring not later than the close of business at the next annual meeting of Shareholders, or through the resignation of a director to create a vacancy on the Board. At WELL's discretion, it may elect to appoint a non-voting observer to the Board, in lieu of one of its director nominations or appointments.

Voting for the election of the below named nominees will be conducted on an individual basis, not on a slate basis. Shareholders can vote for all of the proposed directors set forth herein, vote for some of them and withhold for others, or withhold for all of them. **Unless the proxy specifically instructs the proxyholder to withhold such vote, Shares represented by the proxies hereby solicited shall be voted for the election of each of the nominees whose names are set forth below.** Management does not contemplate that any of these proposed nominees will be unable to serve as a director of the Company, however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, proxies in favour of management designees will be voted for another nominee in their discretion

unless the Shareholder has specified in his proxy that his Shares are to be withheld from voting in the election of directors.

As of the date hereof, the name, municipality, province or state and country of residence of the nominee directors, the number of voting securities of the Company beneficially owned, controlled or directed, directly or indirectly, the date each nominee first became a director of the Company, and the principal occupation, business, or employment of each nominee for the past five (5) years are as follows:

Name, municipality, province or state and country of residence	Number of Shares beneficially owned, controlled or directed, directly and indirectly, and percentage of class held	Director since[4]	Principal occupation, business, or employment for the past five (5) years
Dr. Alexander Dobranowski Toronto, Ontario, Canada	2,001,160 Class A Subordinate Voting Shares 3.71% 2,000,000[5] Class B Multiple Voting Shares 5.56%	01/19/2020	CEO of the Company (September 2020 to present). Clinical Director of Technology of MCI Medical Clinics Inc. (January 2019 to August 2020). Self Employed (March 2016 to January 2019). Resident Medical Officer at Modbury Public Hospital (January 2013 to March 2016).
Kingsley Ward[1][2][3] Toronto, Ontario, Canada	1,200,000 Class A Subordinate Voting Shares 2.23%	12/29/2020	Chairman of Vimy Ridge Group (2014 to present). Managing Partner of VRG Capital Corp. (2011 to present). Director (2002 to 2014) and Chairman (2014 to present) of Clarus Securities Inc. Chairman of Data Communications Management (2016 to present). Chairman of Globalive Technology (2018 to 2021). Chairman (2015 to 2019) and Director (2018 to present) of Dominion Lending Centres Inc.
Anthony Lacavera[1][3] Toronto, Ontario, Canada	Nil	12/29/2020	Founder and Chairman of Globalive Capital (2004 to present). Chief Executive Officer of Globalive Technology (2018 to 2021) and GT Holdings Corp. (2021 to present). Chairman of Globalive Technology (2018 to 2021). Co-Founder of Canadian Disruption Lab (2015 to present). Chair of DMZ at Ryerson University (2016 to present).
Bashar Al-Rehany[1][2][3] Toronto, Ontario, Canada	10,000 Class A Subordinate Voting Shares 0.02%	12/29/2020	Member of the board of directors at Infrastructure Ontario (February 2020 to present). Chief Executive Officer of Euromoney's Investment Research Division (2017 to 2021). Executive Director of Euromoney Institutional Investor plc board (2009 to 2016). Chief Executive Officer of BCA Research Inc. (2003 to 2021).

Name, municipality, province or state and country of residence	Number of Shares beneficially owned, controlled or directed, directly and indirectly, and percentage of class held	Director since(4)	Principal occupation, business, or employment for the past five (5) years
			Executive Chairman of Ned Davis Group (NDR) (February 2017 to 2021).
Dr. Robert Francis Toronto, Ontario, Canada	Nil	06/24/2021	Chairman and founder of ReGen Scientific Inc. (2020 to present). Prior thereto, founder of the Medcan Clinic, a Toronto-based health care facility (1975 to 2020).

Notes:

(1) Member of the Audit Committee.
(2) Member of the Human Resources and Compensation Committee.
(3) Member of the Corporate Governance and Nominating Committee.
(4) In accordance with the By-Laws, the term of office of each director expires at the next annual meeting of Shareholders.
(5) These Class B Multiple Voting Shares are expected to be surrendered for cancellation on closing of the Transaction.

Biographies

The following is a brief biography of each of the individuals who management of the Company proposes to nominate as directors of the Company.

Kingsley Ward, BA, B.Comm., Lead Director

Mr. Ward has more than 30 years of experience initiating, structuring and monetizing private equity investments. Mr. Ward is the Chairman of The Vimy Ridge Group and is Managing Partner at VRG Capital Corp., a private equity firm. He also serves as the Chairman of Clarus Securities Inc., an institutional investment dealer; Nucro Technics Inc., a pharmaceutical contract support organization; and DATA Communications Management Corporation (TSX: DCM), one of Canada's largest marketing services companies. Mr. Ward's other engagements include being the director and former Chairman of Dominion Lending Centres Inc. (TSX: DLCG), Canada's largest mortgage broker, a director and Chair of the Audit Committee of Simply Better Brands Corp. (TSXV: SBBC) and he is or has been a director of numerous other public and private companies. Mr. Ward has also been actively involved in multiple philanthropic activities and has been actively involved in the Young Presidents' Organization since 1999, holding a number of executive positions.

Anthony Lacavera, Director

Mr. Lacavera is the founder and chairman of Globalive Capital Inc., a telecommunications/technology-focused investment company. Mr. Lacavera has led Globalive Capital Inc. in raising over CAD$1.8 billion in private capital to bring more competition to the telecommunications industry. Since 1998, Globalive Capital Inc. has founded, cofounded, seeded, financed, operated and divested 12 companies. Globalive Capital Inc. has invested in over 100 companies in the technology, media, and telecom industries over the past 15 years and has 45 companies currently in its venture portfolio. In 2005, Mr. Lacavera founded and served as the Chief Executive Officer of WIND Mobile, which became Canada's fourth largest wireless carrier before it was sold to Shaw Communications for approximately $1.6 billion in 2016. Mr. Lacavera was named Canada's CEO of the Year by the Globe and Mail in 2010, one of the 50 Most Influential Torontonians in 2013 and one of Canada's Top Executives by Power and Influence magazine in 2014.

Through accelerator programs such as NEXT Canada, the University of Toronto Engineering School Hatchery, Creative Destruction Lab (CDL) and the DMZ at Ryerson University, Mr. Lacavera supports young entrepreneurs with financing and mentorship, is active on numerous boards and advisory groups

and speaks regularly to students about entrepreneurship. Mr. Lacavera has served on a variety of charitable boards focused on university fundraising and entrepreneur advisory boards, as well as several public company boards.

Bashar Al-Rehany, Director

Mr. Al-Rehany was most recently the Chief Executive Officer of Euromoney Institutional Investor plc Investment Research Division (IRD) which is comprised of two brands: BCA Research (BCA) and Ned Davis Group (NDR). He was also the Chief Executive Officer of BCA and executive chairman of the board of NDR. He was the Chief Executive Officer of BCA from 2003 until 2021 and joined Euromoney in 2006 through the acquisition of Metal Bulletin plc, which included BCA. He joined Euromoney Institutional Investor plc as an executive director in 2009 and stepped down in 2016. He became the chairman of the board of NDR in February 2017 and stepped down in 2021. Mr. Al-Rehany led the phenomenal growth of BCA from a small revenue company to the leading independent macroeconomic investment research firm in the world. He also led NDR to path of revenue and profitability growth after years of decline through investment in sales and marketing and new products development. Mr. Al-Rehany also created a smarter Investment Research Division structure by integrating BCA Research and NDR realizing synergies with the strategy of “two brands one infrastructure”.

Before joining BCA, Mr. Al-Rehany spent six years as CEO of Dow Jones Markets Canada and Bridge Information Systems Canada. Prior to that, he spent 13 years at Reuters plc in various management roles in the Middle East and Canada. He holds a diploma in Mathematics & Computer Science from Teesside Polytechnic.

Dr. Alex Dobranowski, Founder, Chief Executive Officer and Director

Dr. Alexander Dobranowski is the CEO and co-founder of MCI. With over 10 years of specialized clinical and healthcare technology experience, Dr. Dobranowski has successfully led multiple teams in the development and execution of innovative technology solutions to complex healthcare problems.

Dr. Dobranowski attended business school at McMaster University and the University of Tennessee before attending the University of Adelaide Medical School (Australia) to earn his Bachelor of Medicine and Bachelor of Surgery (MBBS). Dr. Dobranowski has published a number of medical research papers and book chapters, and he co-authored “Radiology: Chest X-Ray Interpretation”, a medical textbook that received the prestigious British Medical Association’s (BMA) book of the year award in 2014.

Prior to joining the MCI team, Dr. Dobranowski co-founded and developed the technology for a data-driven diagnostic imaging artificial intelligence venture (deepscreen.ai) and he has collaborated with a number of artificial intelligence experts on data-driven healthcare initiatives. Dr. Dobranowski then worked as the Clinical Director of Technology at MCI Medical Inc. and Altima Dental Inc., where he led the development and scaling of clinical and patient interfacing applications that have been applied to a patient population of over 3 million.

As a former distinguished athlete, Dr. Dobranowski was a Canadian national track and field champion in the decathlon and Canadian national junior record holder. He competed internationally for Canada while being a scholarship member on the track and field team at the University of Tennessee (Division I). During his athletic career, Dr. Dobranowski qualified and competed in the Pan-American games (2003, Barbados), and earned the esteemed “Blue” Award (2008) for his athletic achievements while attending medical school.

Dr. Robert Francis, Director

Dr. Francis established his first medical clinic under the name of Franmed Health in 1975 and designed the business model to place most focus on preventative and occupational medicine. He was the first physician in Canada to incorporate a stress electrocardiogram test, using a treadmill, into a routine health assessment outside a hospital setting. In 1987, Dr. Francis re-structured Franmed Health to establish the Medcan Clinic, a Toronto-based health care facility devoted to preventive medicine. It was here that Dr. Francis, still true

to his visionary inclinations, created the 'one–day comprehensive health assessment', to give patients a complete picture of their current health, including a thorough review of same day test results with a physician, in an unhurried, deliberate and efficient environment. This new and exciting approach and advancement in health care was just the beginning of Dr. Francis' vision and practice of patient-centric, personalized health care. Dr. Francis and his team are continuing to reinvent, reenergize and champion personal, dedicated health care for Canadians out of Regen Scientific Inc.'s new facility in downtown Toronto.

Majority Voting Policy for Election of Directors

While the Board is responsible for recommending the nominees to be elected by holders of the Company's voting Shares at each annual meeting of Shareholders, the Company has adopted a Majority Voting Policy to deal with situations where a candidate recommended by the Board for election has more votes withheld than are voted in favour of such nominee. The Company believes that each director should have the confidence and support of the Shareholders. Where a director nominee has more votes withheld than are voted in favour of such nominee, the nominee, even though duly elected as a matter of corporate law, will be required to tender his or her resignation which will be accepted by the Board, absent extraordinary circumstances, within 90 days after the date of the Shareholder meeting.

A copy of the Majority Voting Policy is available on the Company's website www.mcionehealth.com.

Advance Notice Provisions

Under the *Canada Business Corporations Act* (the "**CBCA**"), shareholders may make proposals for matters to be considered at the annual meeting of shareholders. Such proposals must be sent to the Company in advance of any proposed meeting by delivering a timely written notice in proper form to the Company's registered office in accordance with the requirements of the CBCA. The notice must include information on the business the Shareholder intends to bring before the meeting.

The By-Laws provide that holders of voting Shares seeking to nominate candidates for election as directors must provide timely notice in writing. To be timely, a Shareholder's notice must be received by the Company: (i) in the case of an annual meeting of holders of the Company's voting Shares, not less than 30 days prior to the date of the annual meeting of holders of the Company's voting Shares; provided, however, that in the event that the annual meeting of holders of the Company's voting Shares is to be held on a date that is less than 50 days after the date on which the first public announcement (the "**Notice Date**") of the date of the annual meeting was made, notice by a holder of voting Shares may not be given later than the close of business on the 10th day following the Notice Date; and (ii) in the case of a special meeting (which is not also an annual meeting) of holders of the Company's voting Shares called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of holders of the Company's voting Shares was made.

Such advance notice provisions are designed to: (i) facilitate orderly and efficient meetings of shareholders; (ii) ensure that all shareholders receive adequate notice of director nominations and sufficient information with respect to all nominees; and (iii) allow shareholders to register an informed vote having been afforded reasonable time for appropriate deliberation. As a whole, these provisions are intended to provide shareholders, directors and the Company's management with a clear framework for nominating directors. These provisions could also have the effect of delaying until the next shareholder meeting the nomination of certain persons for director that are favoured by the holders of a majority of the Company's outstanding voting securities. Other than the advance notice procedures summarized above, the By-Laws have terms that are customary for corporations incorporated under the CBCA. The summary of the advance notice requirements under the By-Laws described above is qualified in its entirety by reference to the full text of the Company's By-Laws, a copy of which is available under the Company's profile on SEDAR at www.sedarplus.ca.

The Company may require any such proposed nominee director to furnish such other information as may

reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable Shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

Pursuant to the Company's advance notice requirements, any additional director nominations for the Meeting were to be received by the Company in compliance with its advance notice requirements no later than the close of business on August 22, 2023. No such nominations have been received by the Company as of the date hereof.

Corporate Cease Trade Orders

To the knowledge of the Company and based upon information provided to it by the nominees, with one exception noted below, no proposed director of the Company is, as at the date hereof, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Company) that:

(a) was the subject of a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days, that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

(b) was subject to a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Mr. Lacavera was a director of Yooma Wellness Inc. on May 5, 2023 when it became the subject of a cease trade order in respect of its failure to file annual financial statements and related material for the financial year ended December 31, 2022, which has continued for a period in excess of 30 consecutive days.

Bankruptcies

To the knowledge of the Company and based upon information provided to it by the nominees, no proposed director of the Company is, as at the date hereof, or has been within 10 years before the date hereof, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

To the knowledge of the Company and based upon information provided to it by the nominees, no proposed director of the Company or any personal holding company of such person has, within the 10 years before the date hereof, 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.

Penalties and Sanctions

To the knowledge of the Company and based upon information provided to it by the nominees, no proposed director of the Company or any personal holding company of such person 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 security holder in deciding whether to vote for a proposed director.

Item Three: Appointment of Auditors

A firm of auditors is to be appointed by vote of the Shareholders at the Meeting to serve as auditors of the Company until the close of the next annual general meeting of the Shareholders. The Board, upon the recommendation of the Audit Committee, proposes that the current auditor of the Company, BDO Canada LLP ("**BDO**"), of Toronto, Ontario, be re-appointed as auditors of the Company and that the directors of the Company be authorized to determine their compensation. BDO was first appointed as auditor of the Company in 2020.

Shareholders will be asked to consider and, if thought fit, to pass, an ordinary resolution approving the continued appointment of BDO as auditors of the Company, to hold office until the close of the next annual meeting of the Company. It is also proposed that the remuneration to be paid to the auditors of the Company be fixed by the Board.

Auditor Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following ordinary resolution (the "**Auditor Resolution**"):

> **"BE IT RESOLVED THAT:**
>
> **1. the appointment of BDO Canada LLP as auditor of the Corporation to hold office until the next annual meeting of the shareholders of the Corporation is hereby approved; and**
>
> **2. the board of directors of the Corporation is hereby authorized to fix the remuneration of the auditor so appointed."**

In order to be passed, the Auditor Resolution requires the approval of a majority of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting. If a majority of the Shares represented at the Meeting should be voted against the appointment of BDO, the Board will appoint another firm of chartered accountants based on the recommendation of the Audit Committee, which appointment for any period subsequent to the Meeting shall be subject to approval by the Shareholders at another meeting of the Shareholders.

THE BOARD UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE AUDITOR RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Auditor Resolution.

Item Four: Ratifying the 10% Rolling Cap Under the Equity Incentive Plan

On December 22, 2020, the Board established an omnibus long-term equity incentive plan (the "**Equity Incentive Plan**"), under which non-transferable options ("**Options**"), restricted share units ("**RSUs**"), deferred share units ("**DSUs**") performance awards or other share or performance-based awards (collectively, the "**Awards**") may be granted to employees, officers, consultants and non-employee directors of the Company and its affiliates (collectively, "**Qualified Individuals**"). The Equity Incentive Plan is an "evergreen" plan which has rolling caps on the number of Class A Subordinate Voting Shares that may be allocated to equity incentives, which are based on the total number of issued and outstanding Class A Subordinate Voting Shares, from time to time.

Under Section 613(a) of the Toronto Stock Exchange ("**TSX**") Company Manual, all unallocated options, rights or entitlements under evergreen plans must be approved by securityholders every three years. At the Meeting, Shareholders will be asked to consider and, if deemed advisable, pass a resolution ratifying and approving the unallocated options, rights and other entitlements issuable under the Equity Incentive Plan.

A summary of the key terms of the Equity Incentive Plan is set out below. The following summary of the Equity Incentive Plan is qualified in its entirety by reference to the full text of the Equity Incentive Plan, a

copy of which is available under the Company's profile on SEDAR at www.sedarplus.ca. Capitalized terms used in this section but not otherwise defined in this Management Information Circular have the meanings ascribed to them in the Equity Incentive Plan.

Purpose

The purpose of the Equity Incentive Plan, and the Company's long-term incentive program in general, is to promote greater alignment of interests between employees and Shareholders, and to support the achievement of the Company's longer-term performance objectives, while providing a long-term retention element.

Summary of General Terms

The Equity Incentive Plan contains the following general terms:

1. The Equity Incentive Plan allows for grants of Awards.

2. The Equity Incentive Plan provides for grants to be approved by the Board.

3. Awards cannot be granted at less than their "Market Value", which is defined as the greater of (a) the 5-day volume weighted average trading price of the Class A Subordinate Voting Shares on the TSX for the five trading days immediately preceding the date of grant, and (b) the closing price of the Class A Subordinate Voting Shares on the TSX on the last trading day prior to the relevant date.

4. The Equity Incentive Plan grants broad powers to the Board to set terms of Awards, including with respect to vesting (e.g., vesting may be set on any schedule and on any criteria, including performance). Specifically, vesting may be conditional upon passage of time, continued employment, satisfaction of performance criteria or any combination of the foregoing, provided that:

   (a) performance conditions to vesting of any portion of an Award, other than RSUs granted to Canadian residents, will be measured over a period of not less than one year;

   (b) unless otherwise set forth in the applicable Award agreement, any RSUs granted under the Equity Incentive Plan shall vest as to ½ on each of the first and second anniversary of the date of grant; and

   (c) unless otherwise set forth in the applicable Award agreement, any DSUs granted under the Equity Incentive Plan shall vest as to 25% on the third, sixth, ninth and twelfth month anniversary of the date of grant.

5. The Equity Incentive Plan provides that the Board may decide to accelerate Awards (and their expiration dates) upon a change of control of the Company. With respect to Awards made under the Equity Incentive Plan, a "change of control" is defined generally to include acquisitions by persons or groups of beneficial ownership representing more than 50% of either the then outstanding voting Shares or voting power of the then outstanding voting securities of the Company (with certain exclusions); members of the Company's then "incumbent board" ceasing to be a majority of the Board of the Company; a merger, reorganization, statutory or mandatory share exchange, business combination, consolidation or similar transaction involving the Company or one of its subsidiaries; a sale or other disposition of all or substantially all of the assets of the Company and its subsidiaries (considered on a consolidated basis); or the acquisition of assets or shares of another entity by the Company or any of its subsidiaries, unless the holders of the voting Shares and voting securities own more than 50% of the "resulting entity" from the transaction (in substantially the same proportions), the members of the "incumbent board" of the Company continue to hold a majority of the board seats of the "resulting entity" and no other person owns more than 50% of the voting Shares or voting power (unless such ownership existed before the combination); or the Shareholders approve a plan of complete liquidation or dissolution of the Company. Notwithstanding the foregoing, no "change of control" is deemed to have occurred solely as a result of the cancellation of any Class B Multiple Voting Shares.

6. The Equity Incentive Plan explicitly specifies the consequences of termination of employment (including upon death or disability).

7. The Equity Incentive Plan allows Awards other than Options to have up to ten-year terms and Options to have five-year terms, provided that if the term of any Award is to expire during a trading "blackout" established by the Company or pursuant to any lock-up agreement or similar trading restriction or within ten business days thereafter, the expiry date of such Award shall be extended to ten business days following the end of the applicable blackout period.

Administration of the Equity Incentive Plan

The Equity Incentive Plan is administered by the Board or, from time to time, a committee thereof, and provides that the Board may from time to time, in its discretion, and in accordance with TSX requirements, grant Awards to Eligible Participants, as such term is defined in the Equity Incentive Plan.

Eligibility

All non-employee directors, officers, employees and consultants of the Company and its affiliates may become eligible for Awards under the Equity Incentive Plan.

Maximum Number of Shares Available for Awards

The total number of Class A Subordinate Voting Shares reserved and available for grant and issuance pursuant to Awards shall not exceed 10% of the total issued and outstanding Class A Subordinate Voting Shares of the Company, on a non-diluted basis.

Deferred Share Units

The Equity Incentive Plan permits non-employee directors to receive all or a portion of such non-employee director's annual retainer, if eligible, through the grant of DSUs. Such DSUs will generally be fully vested at the time of their issuance and are settled within ten (10) days following the retirement of the applicable director or at the time the applicable director otherwise ceases to hold office or their engagement is terminated, subject to payment or other satisfaction of all related withholding obligations in accordance with the provisions of the Equity Incentive Plan. Pursuant to the Equity Incentive Plan, settlement of DSUs shall be made in Class A Subordinate Voting Shares, unless otherwise determined by the Board, taking into account best practices in corporate governance.

Termination of Employment or Service

Unless otherwise determined by the Board (including by the terms of the Award or the Equity Incentive Plan or any resolution of such Board), the following general rules will apply with respect to Awards:

- if employment or service is terminated for any reason whatsoever other than death, disability, or for cause (in the opinion of the Company's legal counsel), or if service of a consultant is terminated for any reason whatsoever other than death, (a) any non-vested Award granted pursuant to the Equity Incentive Plan outstanding at the time of such termination and all rights thereunder shall wholly and completely terminate and no further vesting shall occur, and (b) the participant shall be entitled to exercise his or her rights with respect to the portion of any Option vested as of the date of termination for a period that shall end on the earlier of: (1) the expiration date set forth in the Award with respect to the vested portion of such Award; or (2) the date that occurs 90 days after such termination date;
- if the employment or service is terminated by retirement, the participant will be able to exercise his or her rights with respect to the vested portion of any Option until the date specified in the Award

and any vested RSUs, Performance Share Units ("**PSUs**") and DSUs shall be settled in accordance with the provisions of the Equity Incentive Plan;

- if employment or service is terminated by death or disability of an employee or director (or death of a consultant), non-vested Awards will terminate and the participant (or his or her estate) will be able to exercise his or her rights with respect to the vested portion of any Option until the earlier of the date specified in the Award or during the one-year period following death or disability (and special provisions are made with respect to death or disability after retirement and while the retiree has the power to exercise an Award as provided above) and any vested RSUs, PSUs and DSUs shall be settled in accordance with the provisions of the Equity Incentive Plan; and
- if employment or service is terminated for cause, within the meaning of the *Employment Standards Act, 2000* (Ontario), any unvested Award granted pursuant to the Equity Incentive Plan shall be cancelled and all rights thereunder terminated.

The Equity Incentive Plan allows the Board to set other terms relating to termination of employment or service and relating to leaves of absence, including allowing or providing for acceleration of vesting and continuation of Awards (or exercise periods) beyond the period generally provided above (subject to applicable rules of the TSX).

Equity Incentive Plan Limitations

The Equity Incentive Plan is an evergreen plan since the Class A Subordinate Voting Shares covered by grants which have been exercised shall be available for subsequent grants under the Equity Incentive Plan and the number of Class A Subordinate Voting Shares available to grant increases as the number of issued and outstanding Class A Subordinate Voting Shares increases. As an evergreen plan, the Equity Incentive Plan must be approved by Shareholders every three (3) years pursuant to section 613 of the TSX Company Manual.

For as long as the Class A Subordinate Voting Shares are listed for trading on the TSX and the standards with respect to securityholder approval, and security based compensation arrangements, apply to the Company:

- the number of Class A Subordinate Voting Shares issued to insiders (including associates of insiders if legally required) within any one year period and issuable to the insiders at any time, under the Equity Incentive Plan and all other Company security-based compensation arrangements shall not exceed 10% of the total issued and outstanding voting Shares, respectively, excluding any issued and outstanding Class B Multiple Voting Shares;
- the number of Class A Subordinate Voting Shares issued, or reserved for issuance with respect to Awards, to any one insider (including associates of the insider if legally required) within any one year period under the Equity Incentive Plan and all other Company security-based compensation arrangements shall not exceed five percent (5%) of the total issued and outstanding voting Shares, excluding any issued and outstanding Class B Multiple Voting Shares; and
- subject to adjustment under the Equity Incentive Plan, no more than one percent (1%) of the total issued and outstanding voting Shares of the Company (on a non-diluted basis) from time to time, excluding any issued and outstanding Class B Multiple Voting Shares, shall be reserved and available for grant and issuance pursuant to Awards to the non-employee directors.

For these purposes, "insider" generally means a director or officer, a director or officer of an insider of one of the Company's subsidiaries or a person (or group) holding greater than ten percent (10%) beneficial ownership of voting securities.

Transferability

Unless an Award otherwise provides, an Award is not transferable, other than by testamentary disposition by the participant or the laws of intestate succession. The Board may allow transfers to family members or related entities.

Amendments and Termination

The Equity Incentive Plan provides that the Board may amend, suspend or terminate the Equity Incentive Plan, subject to applicable law and the rules of the TSX. The Equity Incentive Plan specifically provides that, to the extent required by applicable law or by the rules of the TSX, Shareholder approval will be required for the following types of amendments:

- any amendment which reduces the exercise price or purchase price of an Award, except for purposes of maintaining an Award's value in the case of adjustment or a change of control in accordance with the Equity Incentive Plan;
- any amendment that would result in the cancellation of an Option in exchange for an Option with a lower exercise price from that of the original Option or another Award or cash payment except in the case of adjustment or a change of control in accordance with the Equity Incentive Plan;
- any amendment extending the term of an Award beyond its original expiry date, except as otherwise permitted by the Equity Incentive Plan;
- any amendment extending eligibility to participate in the Equity Incentive Plan to persons other than officers, employees, non-employee directors or consultants or increasing the annual limit on Awards to non-employee directors;
- any amendment permitting the transfer of Awards, other than for normal estate settlement purposes or to a trust governed by a RRSP, RRIF, TFSA, RESP or similar plan;
- any amendment increasing the maximum aggregate number of Class A Subordinate Voting Shares that may be subject to issuance at any given time in connection with Awards granted under the Equity Incentive Plan;
- any amendment to the amendment provisions; and
- any other amendment required to be approved by Shareholders under applicable law or rules of the TSX.

Shareholder approval for amendments to the Equity Incentive Plan are, by contrast, not required in connection with the following types of amendments, which may be made by the Board alone, unless and to the extent prohibited by applicable law or by the rules of the TSX:

- amendments of a technical, clerical or "housekeeping" nature including, without limiting the generality of the foregoing, any amendments for the purpose of curing any ambiguity, error or omission in the Equity Incentive Plan or to correct or supplement any provision of the Equity Incentive Plan that is inconsistent with any other provision of the Equity Incentive Plan;
- amendments necessary to comply with the provisions of applicable law and the applicable rules of the TSX;
- amendments necessary in order for Awards to qualify for favorable treatment under the *Income Tax Act* (Canada);
- amendments respecting administration of the Equity Incentive Plan including, without limitation, the method or manner of exercise of any Award;
- any amendments to the vesting provisions of the Equity Incentive Plan or any Award;
- any amendments to the early termination provisions of the Equity Incentive Plan or any Award, whether or not such Award is held by an insider, provided such amendment does not entail an extension of an Award beyond the original expiry date;

- any amendments in the termination provisions of the Equity Incentive Plan or any Award, other than an Award held by an insider in the case of an amendment extending the term of an Award, provided any such amendment does not entail an extension of the expiry date of such Award beyond its original expiry date;
- the addition of any form of financial assistance by the Company for the acquisition by all or certain categories of participants of Class A Subordinate Voting Shares under the Equity Incentive Plan, and the subsequent amendment of any such provision;
- the addition or modification of a cashless exercise feature, payable in cash or Class A Subordinate Voting Shares, which provides for a full deduction of the number of underlying Class A Subordinate Voting Shares from the Equity Incentive Plan reserve;
- adjustments to outstanding Awards in the event of a change of control or similar transaction entered into by the Company;
- amendments necessary to suspend or terminate the Equity Incentive Plan; and
- any other amendment, whether fundamental or otherwise, not requiring shareholder approval under applicable law or the rules of the TSX.

Performance Vesting Conditions for Awards Intended to Qualify as Performance-Based Compensation

Some Awards granted under the Equity Incentive Plan may be subject to the attainment of pre-established performance goals. Such goals may include elements that reference the performance by the Company or its subsidiaries, divisions, or its business or geographical units or functions and/or elements that reflect individual performance.

A performance goal need not be based upon an increase or positive result under a business criterion and could include, for example, maintaining the status quo or limiting economic losses (measured, in each case, by reference to a specific business criterion). To the fullest extent allowed by law, the Equity Incentive Plan allows performance goals to be established based on individual goals and performance in addition to or in substitution for criteria described above, as long as such goals are pre-established and objective and not based on mere continued employment. The Board will determine whether the applicable qualifying performance criteria have been achieved.

The Board may appropriately adjust any evaluation of performance under a performance goal to exclude any of the following events that occur during a performance period: asset write-downs, litigation or claim judgments or settlements, the effect of changes in or provisions under tax law, accounting principles or other such laws or provisions affecting reported results, accruals for reorganization and restructuring programs and any extraordinary non-recurring items as described in applicable accounting literature or the Company's management's discussion and analysis of financial condition and results of operations appearing in the Company's periodic reports under applicable law for the applicable period.

Term

The Board has the power, at any time, to amend, suspend or terminate the Equity Incentive Plan, subject to the above-detailed restrictions.

Outstanding Securities & Burn Rate

The total number of issued and outstanding Class A Subordinate Voting Shares as of the date of this Management Information Circular is 53,869,773. The limit on the total number of Class A Subordinate Voting Shares that may be allocated to equity incentives under the Equity Incentive Plan from time to time is 10% of the total number of issued and outstanding Class A Subordinate Voting Shares. As such, the maximum number of Class A Subordinate Voting Shares that may be allocated to equity incentives under the Equity Incentive Plan as at the date of this Management Information Circular is 5,386,977.

There are, as of the date of this Management Information Circular, 4,341,575 Class A Subordinate Voting Shares issuable under equity incentives that are presently issued and outstanding under the Equity Incentive Plan, and 1,045,402 Class A Subordinate Voting Shares that could be issued in respect of future grants under the Equity Incentive Plan. Of the issued and outstanding equity incentives, 2,406,324 are vested and 1,935,251 are not yet vested.

The annual burn rate for equity incentives issued under the Equity Incentive Plan in each of the last two fiscal years, calculated in accordance with Section 613(p) of the TSX Company Manual, is as follows:

Annual Burn Rate (FYE 2021): 7.01%

Annual Burn Rate (FYE 2022): 1.44%

Equity Incentive Plan Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following ordinary resolution (the "**Equity Incentive Plan Resolution**"):

"BE IT RESOLVED THAT:

1. **the Corporation's equity incentive plan dated December 22, 2020, which provides for a rolling cap on the number of Class A Subordinate Voting Shares that may be issued pursuant to equity incentives granted under the plan equal to 10% of the total number of issued and outstanding Class A Subordinate Voting Shares, from time to time, and all unallocated options, rights or other entitlements thereunder, are hereby ratified, approved and confirmed;**

2. **the Corporation shall seek further ratification and approval of the rolling cap and unallocated options, rights or other entitlements under the plan by no later than August 31, 2026; and**

3. **any director or officer of the Corporation is authorized and directed to do all acts and things and to execute and deliver, or cause to be delivered, all agreements, documents and instruments as in the opinion of such director or officer may be necessary or desirable to give effect to the matters described herein and to carry out the intent of the present resolutions."**

Because the Equity Incentive Plan includes limits on participation by insiders, insiders are not prohibited from voting on the Equity Incentive Plan Resolution under Section 613(a) of the TSX Company Manual. Accordingly, in order to be passed, the Equity Incentive Plan Resolution requires the approval of a majority of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting.

THE BOARD UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE EQUITY INCENTIVE PLAN RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Equity Incentive Plan Resolution.

Item Five: Amendments to Outstanding Equity Incentives

The Company intends to undertake a reorganization of its equity incentive structure to better align the interests of the Company, its Shareholders and key personnel to reflect certain anticipated changes in its operations, management and strategic plan, having regard to the Transaction and other developments affecting the Company and its business and financial condition over the past year. The Company anticipates that this reorganization will require amendments to existing Options or the cancellation and re-issuance of existing Options on new terms, which may result in (a) reductions to the exercise price of outstanding Options, to a price no lower than Market Price (as defined in the Equity Incentive Plan) on the date of the amendment, (b) an increase in the term of such Options beyond their original expiry dates, to a date no more than five years from the date of amendment, and (c) changes to the vesting terms for any currently unvested Options (collectively, the "**Option Amendments**"). The Option Amendments will apply only to

persons who will continue to serve and who are expected to make substantial contributions to the Company after closing of the Transaction.

The Company has 4,085,501 Options for Class A Subordinate Voting Shares outstanding under the Equity Incentive Plan as of the date of this Management Information Circular, with exercise prices ranging from $5.00 to $0.95 per Class A Subordinate Voting Share, and expiry dates ranging from January 6, 2026 to October 5, 2027. The following table summarizes the outstanding Options, their exercise prices and their expiry dates:

Exercise Price	Number outstanding	Expiry Date)
$5.00	2,920,001	Jan 6, 2026
$3.10	349,250	May 18, 2026
$3.00	320,000	Apr 26, 2026
$2.56	95,000	Sept 7, 2026
$1.36	81,250	Apr 6, 2027
$0.95	320,000	Oct 5, 2027
	4,085,051	

Pursuant to Sections 3.1(g) and 12.2 of the Equity Incentive Plan, the Option Amendments can be implemented without shareholder approval for option holders who are not reporting insiders of the Company. However, pursuant to Section 12.3 of the Equity Incentive Plan and Section 613(i) of the TSX Company Manual, the Option Amendments cannot be implemented with respect to equity incentives held by reporting insiders without first obtaining Shareholder approval for the amendments to be made to the exercise prices and expiry dates of the options held by those insiders (such approval to exclude the votes of the insiders that will benefit, directly or indirectly, from the Option Amendments).

The Option Amendments, if implemented, will affect the following options held by reporting insiders (the "**Excluded Insiders**"):

(a) Alexander Dobranowski, the CEO of the Company, currently holds a total of 973,333 options to acquire Class A Subordinate Voting Shares at a price of $5.00/share, which will expire on January 6, 2026. Of these, 570,000 are currently vested and 403,333 are unvested.

(b) G. Scott Nirenberski, the CFO of the Company, currently holds a total of 486,667 options to acquire Class A Subordinate Voting Shares at a price of $5.00/share, which will expire on January 6, 2026. Of these, 285,000 are currently vested and 201,667 are currently unvested.

Pursuant to the Option Amendments, the exercise price of the options held by the Excluded Insiders will be lowered to the Market Value (see below) of a Class A Subordinate Voting Share on the date of amendment, and the expiry date of the options held by the Excluded Insiders will be extended to a date that is five years from the date of amendment. "Market Value" is defined in the Equity Incentive Plan as the greater of (a) the 5-day volume weighted average trading price of the Class A Subordinate Voting Shares on the TSX for the five trading days immediately preceding the date of grant, and (b) the closing price of the Class A Subordinate Voting Shares on the TSX on the last trading day prior to the relevant date.

The Option Amendments are anticipated to be implemented on the date of closing of the Transaction (as defined below) and in any event by no later than December 31, 2023, failing which the Company will not proceed with the Option Amendments absent a further approval of the Shareholders. Notwithstanding the approval of the Shareholders, the Board may determine, in its sole discretion, not to proceed with the Option Amendments, as a whole or with respect to individual Option holders, if it determines that circumstances have changed such that the amendments are no longer warranted.

Option Amendment Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following ordinary resolution (the "**Option Amendment Resolution**"):

"BE IT RESOLVED THAT:

1. **the board of directors of the Corporation is hereby authorized, pursuant to Section 613(i) of the TSX Company Manual and Section 12.3 of the Corporation's Equity Incentive Plan dated December 22, 2020 (the "Plan") to amend the terms of the options for Class A Subordinate Voting Shares of the Corporation presently outstanding under the Plan held by Alexander Dobranowski and G. Scott Nirenberski (the "Options") to reduce their exercise prices to a price no less than the Market Value (as defined in the Plan) on the date of amendment and to extend the terms of the Options to a date no later than five years from the date of amendment;**

2. **the amendments described in these resolutions (a) must be implemented by no later than December 31, 2023, and (b) may be implemented through a cancellation and re-issuance of the Options, in the discretion of the board of directors of the Corporation;**

3. **any director or officer of the Corporation is authorized and directed to do all acts and things and to execute and deliver, or cause to be delivered, all agreements, documents and instruments as in the opinion of such director or officer may be necessary or desirable to give effect to the amendments to the Plan; and**

4. **notwithstanding that these resolutions have been passed by the shareholders of the Corporation, the board of directors of the Corporation is hereby authorized and empowered, without further approval of the shareholders, to postpone or refrain from proceeding with any of the matters authorized herein, either as a whole or with respect only to particular Option holders, or to otherwise give effect to these resolutions."**

In order to be passed, the Option Amendment Resolution requires the approval of a majority of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting, excluding the votes of the Excluded Insiders.

THE BOARD (with Dr. Alexander Dobranowski having recused himself from voting) UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE OPTION AMENDMENT RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Option Amendment Resolution.

Item Six: Strategic Transaction with WELL Health Technologies Corp.

Introduction & Transaction Overview

On July 19, 2023, the Company entered into a set of definitive agreements (the "**Definitive Agreements**") with WELL to complete a comprehensive strategic transaction (the "**Transaction**") aimed at financially revitalizing the Company, providing it with the tools and resources it needs to more effectively pursue its data-driven, AI-enabled healthcare technology business, and strengthening its balance sheet to facilitate growth through acquisitions and follow-on financing.

Under the terms of the Definitive Agreements, the Company will, among other things (a) facilitate the sale of a significant portion of the clinical assets held by the Company's wholly-owned subsidiary, MCI Medical Clinics Inc., to a wholly-owned subsidiary of WELL, (b) complete a convertible debenture unit financing to raise between $7,500,000 and $10,000,000, (c) execute on a debt resolution and acknowledgement agreement providing for the resolution of its outstanding secured credit facility with The First Canadian Wellness Co. Inc. ("**FCW**") in the aggregate principal amount of up to $8,500,000, (d) enter into a call option agreement among WELL, Dr. Grail and Dr. Christodoulou which may result in a change in control of the Company, (e) enter into an investor rights agreement granting WELL board nomination rights, a pre-emptive

right, registration and qualification rights, and (f) enter into a number of ancillary and related agreements with respect to the foregoing. At the time the Definitive Agreements were entered into, the Company also received a secured loan in the amount of $3,000,000 from WELL, which will either be repaid or applied against some of the cash obligations of WELL to the Company at closing of the Transaction.

Except as otherwise noted below, the different elements of the Transaction are anticipated to close concurrently on October 1, 2023, or on such other date as WELL, the Company and FCW may otherwise agree in writing (the "**Closing Date**").

The implementation of the Transaction engages certain Shareholder approval requirements under Sections 604, 607(e), 607(g)(i) of the TSX Company Manual, as it will result in (i) the creation of a new control person (WELL) in the Company; (ii) securities potentially being issued at a discount in excess of 25% of the market price of the Class A Subordinate Voting Shares on the Closing Date; and (iii) an issuance of Class A Subordinate Voting Shares in excess of 25% of the number of Class A Subordinate Voting Shares outstanding on the date of closing. At the Meeting, Shareholders will therefore be asked to consider and, if deemed advisable, pass (a) a resolution authorizing and approving the Transaction, and (b) a resolution of the disinterested Shareholders authorizing the creation of WELL as a new control person of the Company.

A summary of the key terms of the different components of the Transaction is set out below. This summary of the key terms of the Transaction is qualified in its entirety by reference to the full text of the Definitive Agreements, copies of which are available under the Company's profile on SEDAR at www.sedarplus.ca. **Shareholders are strongly encouraged to review the Definitive Agreements on SEDAR in their entirety prior to the Meeting.**

The Definitive Agreements contain representations and warranties that were made solely for the purposes of the applicable agreement and may be subject to important qualifications, carve-outs and limitations agreed to by the parties, or may have been given as at specified dates or be subject to materiality thresholds, or may otherwise have been used by the parties for the purpose of allocating risk as between themselves. For the foregoing reasons, Shareholders should not rely on the representations and warranties in the Definitive Agreements, or any summary of those representations and warranties set out in this Management Information Circular, as statements of factual information at the time they were made or otherwise.

Summary of Transaction Terms

The Transaction will consist of the following key elements:

1. *Convertible Debenture Unit Financing*

On July 19, 2023, the Company entered into a subscription agreement with WELL for a minimum of $2,500,000 subject to any increase that may be agreed upon by the parties prior to the closing of the Definitive Agreements as part of a private placement of convertible debenture units (the "**Debenture Units**") to raise aggregate gross proceeds of between $7,500,000 and $10,000,000 (the "**Offering**"). The proceeds of the Offering are to be used (a) for the implementation costs of the Transaction and the various matters described in the Definitive Agreements, (b) to implement a reorganization of the Company's capital structure to be completed concurrently with the completion of the Offering, including the satisfaction of certain outstanding indebtedness of the Company in connection with the sale and closure of certain of the Company's medical clinics in Ontario, (c) to pursue merger and acquisition opportunities, and (d) for general corporate and working capital purposes.

Each Debenture Unit will be comprised of a convertible debenture (each a "**Convertible Debenture**") in the principal amount of $1,000, and 5,000 share purchase warrants for Class A Subordinate Voting Shares of the Company (each, a "**Warrant**"). WELL will act as the lead subscriber in the Offering, and has delivered a subscription agreement to the Company for $2,500,000 of the Debenture Units. The Company expects to enter into other subscription agreements with other investors approved by WELL (such investors, together with WELL, the "**Subscribers**" and each a "**Subscriber**", and such subscription agreements, together with the subscription agreement with WELL, the "**Subscription Agreements**") on or prior to the Closing Date for the balance of the Offering.

The Convertible Debentures will be unsecured obligations of the Company with a five (5) year term. Interest will accrue on the Convertible Debentures at a rate of ten percent (10%) per year and will be due at maturity, subject to acceleration in certain events. The principal and accrued interest outstanding from time to time under each Convertible Debenture will be convertible into Class A Subordinate Voting Shares, at the option of the holder, at a conversion price of $0.20/Share. The Warrants to purchase Class A Subordinate Voting Shares may be exercised at any time until the fifth anniversary of the Closing Date of the Offering at the option of the holder at an exercise price of $0.20/Share.

The Company may, on forty-five (45) days prior written notice to the holder, prepay the Convertible Debentures in full (and not in part), together with any outstanding unpaid accrued interest, without premium or penalty (the date on which such prepayment occurs being hereinafter referred to as the "**Prepayment Date**"). If a conversion notice is delivered prior to a Prepayment Date, the portion of the principal plus all accrued and unpaid interest thereon that is subject to the conversion notice shall be converted immediately prior to the Prepayment Date.

Both the Convertible Debentures and the Warrants are subject to conversion or exercise restrictions which will prevent the holders from converting or exercising if, following such conversion or exercise, the holder or any of its affiliates would beneficially own securities of the Company entitling them to exercise in excess of 19.9% of the votes attributable to all issued and outstanding securities of the Company after such conversion, unless the Company has first obtained the approval of the TSX with respect to the holder becoming a new control person of the Company.

Both the conversion price for the Convertible Debentures and the exercise price for the Warrants are subject to anti-dilutive adjustments upon the occurrence of certain events, including but not limited to (a) the subdivision or consolidation of the outstanding Class A Subordinate Voting Shares (including the share consolidation to be completed prior to the Closing Date, as described below); (b) the issue of Class A Subordinate Voting Shares or securities convertible into Class A Subordinate Voting Shares by way of stock dividend or distribution to all or substantially all of the holders of Class A Subordinate Voting Shares; (c) the issue of rights, options or warrants to all or substantially all the holders of Class A Subordinate Voting Shares in certain circumstances; (d) the distribution to all or substantially all of the holders of Class A Subordinate Voting Shares of shares, rights, options, warrants, evidence of indebtedness or assets of the Company; (e) a Capital Reorganization (as defined in the Warrant certificate); and a Fundamental Change (as defined in the Debenture certificate). Except for a share consolidation, no adjustment will be made that would increase the conversion or exercise price or decrease the number of shares issuable, and all adjustments will be subject to the prior approval of the TSX.

Under the Subscription Agreements, the Company has and will give a number of representations and warranties to WELL and the other investors participating in the Offering relating to, among other things: (a) the formation, organization and valid existence of the Company and its subsidiaries; (b) the Company's subsidiaries and the details of their ownership; (c) the availability of prospectus exemptions for the Offering; (d) compliance with applicable laws; (e) the Company's status as a reporting issuer in each province of Canada; (f) the listing of the Class A Subordinate Voting Shares for trading on the TSX; (g) any potential conflicts between the Subscription Agreements and applicable laws, resolutions of the Company's shareholders or the Board, the constating documents of the Company, material agreements of the Company or any orders or judgements made against the Company; (h) the Company's compliance with continuous disclosure requirements under applicable securities laws; (i) the existence of any cease trade orders against the Company or in respect of its securities; (j) the annual financial statements; (k) tax matters; (l) compliance with audit requirements; (m) the existence of any agreements affecting voting or control of the Company or its subsidiaries; (n) litigation; (o) defaults by the Company and its subsidiaries, or their counterparties, under material agreements; (p) indebtedness of non-arm's length parties to the Company or its subsidiaries; (q) governmental or regulatory proceedings; (r) agreements to sell material assets; (s) intellectual property matters; (t) all necessary actions having been taken to carry out the Company's obligations; (u) execution and delivery; (v) regulatory and third-party approvals; (w) the authorization and issue of the Convertible Debentures, Warrants and underlying Class A Subordinate Voting Shares and steps taken to have those Class A Subordinate Voting Shares listed for trading on the TSX; (x) compliance with personal information and personal health information protection legislation; (y) authorized capital; (z) loans and guarantees; (aa) ownership of property and encumbrances; (bb) the Company's transfer agent;

(cc) the corporate records of the Company and its subsidiaries; (dd) employment matters; (ee) benefit plans; (ff) compliance with foreign corruption, bribery and related legislation; (gg) liability for secondary market disclosure; (hh) broker's and finder's fees; and (ii) untrue statements or omissions.

Each Subscription Agreement is conditional upon the satisfaction or waiver of a number of conditions precedent in favour of the Company, including without limitation:

(a) that the applicable Subscriber and the Company have properly completed, signed and delivered the Subscription Agreement;

(b) the receipt of payment from the Subscriber of the aggregate subscription price payable thereunder to the Company at or prior to the Closing Date;

(c) that the representations and warranties of the Subscriber are true and correct on the Closing Date;

(d) that all covenants and agreements of the Subscriber have been performed or complied with in all material respects on or prior to the Closing Date;

(e) the Company having received subscriptions under the Offering an aggregate amount that is at least equal to the minimum commitment amount of $7,500,000, or such other number as the Company and WELL may agree in writing;

(f) the receipt by the Company of any required shareholder, governmental or regulatory approvals;

(g) the execution and delivery by the applicable parties of each of the Lock-up Agreements and the Strategic Alliance Agreement (in each case as defined below); and

(h) the completion on or before the Closing Date of the transactions contemplated by the Asset Purchase Agreement (as that term is defined below).

Each Subscription Agreement is also conditional upon the satisfaction or waiver of a number of conditions precedent in favour of the applicable Subscriber, including without limitation:

(a) that the Subscriber and the Company have properly completed, signed and delivered the Subscription Agreement;

(b) that the representations and warranties of the Company are true and correct on the Closing Date;

(c) that all covenants and agreements of the Company have been performed or complied with in all material respects on or prior to the Closing Date;

(d) the receipt by the Company of any required shareholder, governmental or regulatory approvals;

(e) the completion on or before the Closing Date of the transactions contemplated by the Asset Purchase Agreement (as that term is defined below);

(f) the execution and delivery by the applicable parties of each of the Investor Rights Agreement, the Strategic Alliance Agreement, the Call Option Agreement, the Voting Support Agreements (in each case as defined below) and the agency and interlender agreement in substantially the form attached as Schedule H to the Subscription Agreements;

(g) that the Class B Multiple Voting Shares of the Company not subject to the Call Option Agreement have been surrendered to the Company for cancellation for no consideration, except as may otherwise be agreed between the Company and WELL; and

(h) the receipt on the Closing Date of an opinion of the Company's corporate counsel with respect to certain matters relating to the Offering.

2. Sale of Medical Clinics and Related Assets

The Company, through its wholly-owned subsidiary, MCI Medical Clinics Inc. ("**MCI Medical**"), has entered into an asset purchase agreement dated July 19, 2023 (the "**Asset Purchase Agreement**") with WELL Health Clinic Network Inc. (the "**Purchaser**"), a wholly-owned subsidiary of WELL, pursuant to which the

Purchaser has agreed to purchase certain assets of MCI Medical (the "**Asset Sale Transaction**") for aggregate gross proceeds of $1,500,000 (the "**Purchase Price**"). The Asset Sale Transaction is expected to close on the Closing Date.

The assets being sold in the Asset Sale Transaction (the "**Assets**") include all of MCI Medical's rights, title and interest in and to the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located and whether now existing or hereafter acquired, related to the usual operation of select MCI Medical's primary care, family medicine and specialty clinic services at clinics throughout Ontario (the "**Clinics**"). Specifically, the Assets include MCI Medical's partial, divided, or wholly owned interest in its accounts receivable; leases relating to the Clinics; equipment; inventory; permits and licenses; contracts; rights of action; insurance benefits; books and records relating to the Clinics; prepaid expenses and credits; patient information; rights under warranties and indemnities; employees; intellectual property; and the goodwill associated therewith for each of the Clinics, as well as shares held by MCI Medical in the capital of MCI Prime Urgent Care Clinic Inc. ("**PUCC**") and other ancillary or related assets.

The Purchase Price for the Assets is payable by the Purchaser to MCI Medical in either cash or common shares in the capital of WELL, provided that no more than 50% of the Purchase Price may be paid in consideration shares provided there must be sufficient cash available on the Closing Date to satisfy MCI Medical's obligations to its first-ranking senior secured creditor, the Toronto-Dominion Bank, and to cause the Toronto-Dominion Bank to release its security interest over the Assets. The consideration shares are also subject to certain restrictions on transfers, in that the Company cannot sell more than 10% of the consideration shares in a one-day period or more than 50% of the consideration shares in any one-week period without the consent of the Purchaser.

The Asset Purchase Agreement includes a number of customary representations and warranties given by MCI Medical as vendor, including, but not limited to, that:

(a) MCI Medical is validly existing under its respective corporate law statute, and is duly authorized to own and use the Assets, to perform its obligations under its contracts and to carry on its business as it is now being conducted;

(b) MCI Medical duly executed and delivered the Asset Purchase Agreement and any ancillary transaction documents and such delivery and execution has been duly authorized by all requisite corporate action on the party of MCI Medical;

(c) MCI Medical has good and valid title to all of the Assets free and clear of all encumbrances other than the Permitted Encumbrances (as such term is defined in the Asset Purchase Agreement) and those encumbrances that will be discharged on or before the Closing Date, and all tangible property included in the Assets are structurally sound, are in good operating condition and repair for assets of similar age and quality and are adequate for the uses to which they are being put;

(d) Information disclosed by MCI Medical regarding the leases for leased real property of the Clinics is complete and accurate;

(e) MCI Medical has obtained all necessary third-party consents in order to validly effect the transfer of the Assets;

(f) Information disclosed by MCI Medical regarding any intellectual property it owns is complete and accurate;

(g) MCI Medical's financial statements have been delivered to the Purchaser and are true, correct and complete copies;

(h) MCI Medical has disclosed a true and complete list of its current insurance policies and a list of all pending claims and the claims history since January 1, 2021 relating to the Clinics and the Assets;

(i) MCI Medical has complied and is currently in compliance, in all material respects with all applicable laws, including environmental laws, applicable to the Clinics and the Assets;

(j) MCI Medical has duly and timely filed its tax returns;

(k) All inventory consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete, damaged, defective, refurbished or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established;

(l) Information disclosed by MCI Medical regarding its employees is complete and accurate;

(m) All clinics, including the Clinics, operated by MCI Medical have continued operating in the ordinary course of business;

(n) The books and records of the Clinics made available to the Purchaser are complete and correct and have been maintained in accordance with sound business practices;

(o) Information disclosed by MCI Medical regarding any pending or threatened actions against MCI Medical is accurate;

(p) Information disclosed by MCI Medical regarding its compliance with privacy laws is complete and accurate;

(q) Information disclosed by MCI Medical regarding the shares it holds in the capital of PUCC is complete and accurate;

(r) There has not been any event which could reasonably be expected to have a Material Adverse Effect (as such term is defined in the Asset Purchase Agreement) on the operation of the Clinics in a manner consistent with past practice, any transfer, assignment, sale or other disposition of any of the Assets, except for the use of the inventory in the ordinary course of practice, or material damage, destruction or loss to any of the Assets; and

(s) The Assets properly reflect all MCI Medical's assets in the Clinics and no item is missing or has been excluded, other than the Excluded Assets (as such term is defined in the Asset Purchase Agreement), which would be required to allow the Purchaser to immediately continue the operations of the Clinics and associated medical practices in a manner consistent with past practice.

The completion of the Asset Sale Transaction is subject to certain conditions precedent, including but not limited to, the satisfaction of the following material conditions:

(a) All governmental authorizations, actions, orders and consents required under any contracts and assigned leases for assignment to the Purchaser;

(b) Resolutions of the board of directors and shareholders of MCI Medical authorizing and approving the Asset Purchase Agreement;

(c) Resolutions of the shareholders of the Company authorizing and approving the Asset Purchase Agreement;

(d) All required transfer agreements, resolutions and approvals required for the transfer of MCI Medical's shares in PUCC to the Purchaser;

(e) Resignations and releases of MCI Medical's nominees as directors of PUCC;

(f) The Company shall provide a duly executed copy of the Nomination Agreement (as such term is defined in the Asset Purchase Agreement);

(g) Confirmation that all employment agreements are executed, valid and in effect;

(h) A certificate signed by MCI Medical (or an officer of MCI Medical) certifying that (i) each of the representations and warranties contained in the Asset Purchase Agreement are true and correct in all respects; and (ii) all covenants and conditions required by the Asset Purchase Agreement have been performed or complied with;

(i) A certificate of a senior officer of the Purchaser certifying that (i) each of the representations and warranties contained in the Asset Purchase Agreement are true and correct in all material respects as of the Closing Date; and (ii) the Purchaser has performed and complied in all material respects with its obligations and covenants under the Asset Purchase Agreement;

(j) Evidence of the closing of the Convertible Debenture transaction (as further described in this Management Information Circular) between WELL and the Company;

(k) The Purchase Price to be paid on the Closing Date by wire transfer;

(l) Evidence of the issuance of common shares in the capital of WELL registered in the name of MCI Medical as part of the Purchase Price;

(m) Joinder agreement to the shareholders' agreement among PUCC's shareholders dated August 4, 2017 (the "**PUCC Shareholders' Agreement**") whereby the Purchaser agrees to be bound by the terms of the PUCC Shareholders' Agreement;

(n) Consent to act as directors from the Purchaser's nominees as directors of PUCC;

(o) There shall not be in effect on the Closing Date any laws or action restraining, enjoining, or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by the Asset Purchase Agreement;

(p) there shall not have occurred any material adverse effect affecting PUCC, the Clinics or the Assets;

(q) TSX approval, along with the completion of any terms and conditions which the TSX may impose;

(r) There shall be no encumbrances against the Assets except for Permitted Encumbrances;

(s) The Purchaser shall have been satisfied that there are no concerns in respect of the Clinic's and PUCC's data security and/or privacy practices; and

(t) The Purchaser shall have caused WELL to obtain listing approval for the posting and listing of the consideration shares (if any) on the TSX.

The Asset Purchase Agreement may be terminated prior to closing:

(a) by mutual consent of the Purchaser and MCI Medical;

(b) by either MCI Medical, on the one hand, or the Purchaser, on the other hand, if the closing of the Asset Sale Transaction shall not have occurred by November 1, 2023, provided that the right to terminate the Asset Purchase Agreement on this basis shall not be available to the party whose failure to fulfil any obligation under the Asset Purchase Agreement shall be the cause of the failure of the closing to occur on or before such date;

(c) by either MCI Medical, on the one hand, or the Purchaser, on the other hand, if there has been a breach of any covenant or a breach of any representation or warranty of the Purchaser or MCI Medical respectively in any material respect, which breach could cause the failure of any condition precedent to closing the Asset Sale Transaction, provided that any such breach of a covenant or representation or warranty has not been cured within ten (10) business days following receipt by the breaching party of written notice of such breach; and

(d) by either MCI Medical, on the one hand, or the Purchaser, on the other hand, if there shall be any law or Governmental Authority (as such terms are defined in the Asset Purchase Agreement) that makes consummation of the transactions contemplated by the Asset Purchase Agreement illegal or otherwise prohibited or if any order of any Governmental Authority prohibiting such transactions is entered and such order shall become final and non-appealable.

Other key terms and agreements of or relating to the Asset Purchase Agreement include a four year non-competition and non-solicitation restrictive covenant given by the Company, MCI Medical and its affiliates, in favour of the Purchaser, a transition services agreement under which the Company and MCI Medical may continue to provide certain services to the Purchaser during a transition period post-closing to help support the acquired business at rates to be negotiated; and a Nomination Agreement under which the Company will assume all of the rights, responsibilities, entitlements and indemnification obligations of MCI Medical under a share purchase agreement between MCI Medical and WELL dated May 18, 2023, under which WELL acquired MCI Medical Clinics (Alberta) Inc., a former subsidiary of MCI Medical, which housed five medical clinics.

3. Related Party Secured Debt Resolution

On July 19, 2023, the Company entered into a debt resolution and acknowledgement agreement (the "**Debt Resolution Agreement**") with MCI Medical, WELL and FCW, which provides for the resolution of the two second-ranking secured loan facilities extended by FCW to the Company, one in the principal amount of up to $7,000,000 (the "**Original Facility**") and one in the principal amount of up to $1,500,000 (the "**New Facility**" and together with the Original Facility, the "**FCW Loans**").

At the time the Debt Resolution Agreement was entered into, the Company was indebted to FCW in the aggregate amount of approximately $9,063,218, inclusive of accrued fees and interest, in respect of the FCW Loans. The Debt Resolution Agreement provides that the FCW Loans are to be resolved as follows:

(a) The Company will transfer certain of its non-core assets (the "**Non-Core Assets**"), consisting of debt and equity securities owned by the Company in four private healthcare technologies companies, to FCW in full satisfaction of the New Facility, inclusive of all accrued fees and interest.

(b) The Company is to pay $600,000 to FCW in partial satisfaction of the principal and interest outstanding under the Original Facility. The payment is to be made as soon as reasonably practicable out of the proceeds of any dividends or distributions received by the Company from its MCI Polyclinic Group Inc. subsidiary. If those dividends and distributions are insufficient to satisfy the payment obligation, any outstanding amount will be paid by the Company on the earlier of the Closing Date and the completion of the Offering.

(c) On the earlier of the Closing Date and the date of the completion of the Offering, FCW will assign and transfer to WELL its interest in the FCW Loans (expected to consist only of the Original Facility by that time), together with all related loan and security documents, guarantees, security registrations and other documents ancillary or related thereto, for an aggregate purchase price of $3,500,000, payable in cash or in common shares of WELL, and will subsequently settle, compromise, forgive, release or otherwise discharge the FCW Loans and related security against the Company and each of its subsidiaries either on such date or, in the case of MCI Medical, following the satisfaction of certain conditions precedent after that date.

Dr. Christodoulou and Dr. Grail, directors, Co-Chairs and control persons of the Company, control FCW, and Mr. Kingsley Ward and Mr. Anthony Lacavera, directors of the Company, each have a 1/6th financial interest in the New Facility. Dr. Robert Francis, director of the Company, also has an interest in the New Facility as the potential recipient of one of the Non-Core Assets through a follow-on transaction with FCW. As such, the transfer of the Non-Core Assets to FCW in satisfaction of the New Facility constituted a related party transaction under Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* ("**MI 61-101**").

The transfer of the Non-Core Assets to FCW in satisfaction of the New Facility was unanimously approved by those directors of the Company who did not have an interest in the transaction, with interested directors abstaining from voting and deliberations on the approval. There were no materially contrary views or abstentions by any director, nor any material disagreements between the Board and the disinterested directors.

The Company did not obtain any valuations of the Non-Core Assets in the twenty-four months prior to entering into the Debt Resolution Agreement. The aggregate value of the Non-Core Assets on the books of the Company on the date the Debt Resolution Agreement was entered into was $1,600,000, which was subsequently reduced to $1,558,000 in connection with work performed by the Company on its interim financial statements for Q2 2023. Based on the Company's previous, unsuccessful attempts to sell the Non-Core Assets over the period from April 2023 to July 2023, the independent directors of the Company were satisfied that the fair market value of the Non-Core Assets was not likely to be materially higher than their carrying value. By comparison, the aggregate amount due by the Company to FCW under the New Facility on the date the Debt Resolution Agreement was entered into was approximately $1,546,784, and if the New Facility had been fully drawn and remained outstanding until its maturity date on April 30, 2024, the aggregate amount due by the Company to FCW under the New Facility would have been $1,848,617.

The Company was exempt from the formal valuation and minority shareholder approval requirements under MI 61-101 as the fair market value of the Non-Core Assets did not exceed more than 25% of the market capitalization of the Company on the date the transfer was agreed to. The Company would also have been exempt from the formal valuation and minority shareholder approval requirements under MI 61-101 under the financial hardship exemption, as the Company was in serious financial difficulty; the transfer of the Non-Core Assets in satisfaction of the New Facility was designed to improve the financial position of the Company; the Company was not in a court-supervised bankruptcy or insolvency process; the Company has one or more independent directors in respect of the transfer of the Non-Core Assets; and the Board, and at least two-thirds of the Company's independent directors, determined that the foregoing factors apply to the Company and that the terms of the transfer were reasonable in the circumstances.

Notwithstanding the availability of exemptions under MI 61-101, the Company was required to obtain minority shareholder approval for the transfer of the Non-Core Assets under Sections 501(c) and 604(d) of the TSX Company Manual. In satisfaction of the requirements set out in those Sections, the Company obtained (a) the approval of the directors of the Company who did not have an interest in the transfer, (b) written consents, in a form approved by the TSX, from disinterested Shareholders holding securities entitled to exercise more than 70% of the votes attributable to all issued and outstanding Shares, other than those held by parties with an interest in the transfer, and (c) issued a press release on July 27, 2023 disclosing the details of the transfer, and waited five clear business days before closing on any of the transfers. The transfer of the Non-Core Assets is being completed in stages with the first transfer having been completed on August 4, 2023, and the last stage to be completed in mid- to late-September.

Pursuant to the Debt Resolution Agreement the Company represented and warranted that, among other things:

(a) it has not assigned, transferred or conveyed any of the collateral identified in the GSA (as such term is defined in the Debt Resolution Agreement) except in the ordinary course of its business or as disclosed in the Company's continuous disclosure record;

(b) it is in compliance with all terms and conditions set out in the documents comprising the FCW Loans;

(c) it is the duly registered owner of the Non-Core Assets and the Non-Core Assets will be unencumbered at the time of their transfer to FCW;

(d) it has the requisite corporate power and authority to enter into the Debt Resolution Agreement; and

(e) the Debt Resolution Agreement has been duly executed and delivered by the Company.

The Debt Resolution Agreement also provides that upon completion of the Transaction, MCI Medical shall immediately repay all amounts owing under their secured loan facility with the Toronto Dominion Bank ("**TD**") and shall obtain a discharge of TD's secured interest and registration currently registered against MCI Medical and its affiliates. Consequently, the Company anticipates that the Transaction, if successfully completed, will resolve substantially all of the Company's outstanding secured credit facilities.

4. Call Option Agreement

On the Closing Date, the Company, WELL, Dr. Grail and Dr. Christodoulou will enter into a call option agreement in the form attached as Schedule N to the Subscription Agreements (the "**Call Option Agreement**"), under which WELL will be granted the right to acquire from Dr. Grail and Dr. Christodoulou an aggregate of up to 30.8 million Class A Subordinate Voting Shares and 30.8 million Class B Multiple Voting Shares of the Company (the "**Call Option**") at a purchase price of $0.125 per Class A Subordinate Voting Share and $0.0001 per Class B Multiple Voting Share. The Shares subject to the Call Option represent an aggregate of approximately 81.5% of the votes attributable to all issued and outstanding shares of the Company as at the date of this Management Information Circular, being approximately 57.2% of the outstanding Class A Subordinate Voting Shares and 85.6% of the outstanding Class B Multiple Voting Shares.

The Call Option may be exercised at any time within 36 months of the closing date of the Transaction and WELL may elect during that period to exercise the Call Option in full or to complete one or more partial exercises for only a portion of the Shares that are subject to the Call Option. The exercise of the Call Option will be conditional on the achievement by the Company of a number of performance milestones designed to demonstrate improvements in the Company's financial and capital markets performance, as well as obtaining any required TSX or regulatory approvals, which conditions are not expected to be satisfied at closing of the Transaction or within the sixty days thereafter.

The Call Option can only be exercised in pairs, such that WELL must concurrently acquire a Class A Subordinate Voting Share and a Class B Multiple Voting Share, and will be exercisable for a period of 36 months after the Closing Date. During the period that the Call Option is outstanding, Dr. Grail and Dr. Christodoulou are prohibited from transferring the Shares that are subject to the Call Option, except to certain permitted transferees who will agree to become bound by the Call Option Agreement.

The Class A Subordinate Voting Shares and Class B Multiple Voting Shares acquired by WELL pursuant to the Call Option will not be subject to any statutory hold periods, but:

(a) the Shares will be subject to a contractual lock-up under the terms of the Lock-Up Agreement that WELL will enter into as one of the Locked-Up Securityholders (in each case, as defined below);

(b) the Class B Multiple Voting Shares acquired by WELL under the Call Option will be subject to the transfer restrictions set out in the Company's Articles that apply to all holders of Class B Multiple Voting Shares, including: (i) the Class B Multiple Voting Shares cannot be transferred by WELL except to an affiliate of WELL; (ii) no Class B Multiple Voting Share can be transferred unless a corresponding Class A Subordinate Voting Share is also transferred; and (iii) if at any time WELL transfers a number of Class A Subordinate Voting Shares that will cause the remaining number of Class A Subordinate Voting Shares that it holds to be less than the number of Class B Multiple Voting Shares that it holds, the excess number of Class B Multiple Voting Shares will be automatically cancelled for no consideration; and

(c) if WELL is or becomes a "control person" the Company under applicable securities law and the Shares subject to the Call Option have not been qualified for distribution under a prospectus, then any transfer of those Shares will be subject to the rules and restrictions applicable to distributions by a control person under applicable securities law.

The Shares subject to the Call Option will not be deemed to be beneficially owned by WELL on the Closing Date within the meaning of National Instrument 62-104 – *Take-over Bids and Issuer Bids* ("**NI 62-104**"), due to conditions on the exercise of the Call Option that require the Company to have achieved certain financial and capital raising milestones, which will not be satisfiable on the Closing Date or within sixty (60) days of the Closing Date.

The exercise of the Call Option is expected to proceed under the private agreement exemption in NI 62-104, such that the price of the Call Option would not be permitted to exceed 115% of the market price of the Class A Subordinate Voting Shares at the time of exercise. If at the time of exercise, the exercise price would exceed 115% of the market price of the Class A Subordinate Voting Shares, the exercise would be subject to the standard rules and procedures applicable to take-over bids under NI 62-104 and any corresponding rules and policies of the TSX.

The Company has certain obligations under the Call Option to (a) provide certain requested information about the Company to WELL upon receipt of notice of a possible exercise of the option, and (b) take all reasonable steps to ensure that exemptions under applicable securities law remain available to the parties in order to facilitate the exercise of the option, including exemptions under NI 62-104, OSC Rule 56-501 and NI 45-106.

5. Investor Rights Agreement

On the Closing Date, the Company and WELL will enter into an investor rights agreement in the form attached as Schedule L to the Subscription Agreements (the "**Investor Rights Agreement**") providing WELL with certain rights in respect of the Class A Subordinate Voting Shares that it will acquire upon the conversion of the securities issued in the Offering. The Investor Rights Agreement provides, among other things, that:

(a) WELL will have the right to nominate up to two directors of the Company, increasing to a majority of the directors in the event that WELL holds more than 20% of the voting rights attached to all outstanding voting securities of the Company. WELL may, in its sole discretion, elect to appoint one or more non-voting Board observers in lieu of an equal number of its nominees. The nomination right falls away if, following the termination or full exercise of the Call Option, WELL beneficially owns or controls less than 10% of the issued and outstanding Class A Subordinate Voting Shares on a partially-diluted basis.

(b) WELL will be granted anti-dilution rights in respect of future issuances of voting or equity securities pursuant to an offering by way of prospectus or private placement for cash, which will afford WELL with an opportunity to participate for its *pro rata* share of any such issuances at the same price per each voting or equity security being issued by the Company in connection with such issuance. The anti-dilution right does not apply to certain types of issuances, including the issuance of a voting or equity security upon the exercise or conversion of a convertible security or equity incentive issued under the Equity Incentive Plan, the issuance of voting or equity securities to all holders of voting or equity securities on a *pro rata* basis, and the issuance of voting or equity securities in connection with acquisitions, joint ventures, commercial relationships, debt financings or other strategic transactions with *bona fide* third parties. The anti-dilution right falls away if, following the termination or full exercise of the Call Option, WELL directly or indirectly beneficially owns less than 10% of the issued and outstanding Class A Subordinate Voting Shares on a partially-diluted basis.

(c) WELL will be granted qualification and registration rights in respect of its Class A Subordinate Voting Shares and Convertible Securities (as defined in the Investor Rights Agreement) as applicable, in each case subject to standard terms and conditions, including with respect to applicable notice periods and timelines to effect a qualification or registration, the frequency and minimum quantum of any demands for registration, underwriting, the division of expenses upon an exercise of qualification or registration rights and indemnification between the parties. The qualification and registration rights fall way if, following the termination or the full exercise of the Call Option, WELL ceases to own at least five percent (5%) of the Shares on a partially-diluted basis.

These rights shall only be exercisable by WELL on the earlier of the occurrence of a governmental authority enacting, issuing, promulgating, enforcing or entering any applicable law that restrains, enjoins or otherwise prohibits WELL's ownership of securities in the Company, or one year after the Closing Date.

(d) The Company will not waive any of its rights under, or amend, the Lock-up Agreements (as defined below) without the prior written consent of WELL.

6. Lock-up Agreements

On the Closing Date, the Company will enter into lock-up agreements, in substantially the form attached as Schedule S to the Subscription Agreements (the "**Lock-up Agreements**") with WELL and each of the directors and officers of the Company, Dr. Grail, Dr. Christodoulou, the respective affiliates, spouses and children of Dr. Grail and Dr. Christodoulou, FCW and ReGen Scientific Inc. (subject to any modifications agreed to between the Company and WELL, the "**Locked-up Securityholders**").

Under the terms of the Lock-up Agreements, the Locked-up Securityholders will agree not to, during the Lock-up Period (as defined below), directly or indirectly, among other things, (a) transfer, pledge or otherwise deal with any of their Shares or securities convertible into, exercisable for, exchangeable for, or

redeemable for any Shares or other equity securities of the Company; (b) enter into any swap, short sale, hedging transaction or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of their Shares or securities convertible into, exercisable for, exchangeable for, or redeemable for any Shares or other equity securities of the Company; (c) enter into any agreement to do any of the foregoing; or (d) disclose to the public any intention to do anything in clauses (a) and (b) (the "**Lock-up**") in each case without the prior written consent of the Company.

The Lock-up will persist for a period of 30 months following the Closing Date (the "**Lock-up Period**"), provided that one fifth of the Shares and securities convertible into Shares shall be released from the Lock-up six, twelve, eighteen, twenty-four and thirty months following the Closing Date. Any securities released from the Lock-up during the 30-month Lock-up Period will be subject to transfer restrictions during the Lock-up Period that will prevent the applicable Locked-up Securityholder from selling more than 2% of the released securities in any given day, or more than 5% of the released securities in any given week. If any Locked-up Securityholder is a "control person" for the purposes of securities laws, in the event the Locked-up Securityholder desires to sell securities, the parties will reasonably cooperate with each other and WELL in order to facilitate sales of the securities in a manner that would not materially affect the trading or market price of the Company's securities.

The Lock-up is subject to certain exceptions that will permit Locked-up Securityholders to, among other things, (a) transfer their securities to certain permitted transferees provided that any such permitted transferee executes a lock up agreement substantially in the form of the Lock-up Agreements, (b) exercise or convert convertible securities into Shares, and (c) to participate in any take-over bid made to all holders of voting securities of the Company.

The Locked-up Securityholders also covenant and agree that they shall at all times vote their Shares in support the Company's obligations under the Investor Rights Agreement.

The Lock-up Agreements will terminate on the earlier of the date on which WELL acquires all of the Class B Multiple Voting Shares of the Company and the date on which the Investor Rights Agreement is terminated.

7. Voting Support Agreements

The Company has, as of the date of this Management Information Circular, obtained voting support agreements, in substantially the form attached as Schedule O to the Subscription Agreements, (the "**Voting Support Agreements**") from the Locked-up Securityholders, excluding WELL, and certain other Shareholders (collectively, the "**Supporting Securityholders**") entitled to cast, in aggregate, approximately 85% of the votes attributable to all issued and outstanding Class A Subordinate Voting Shares, 100% of the votes attributable to all issued and outstanding Class B Multiple Voting Shares, and 98% of the votes attributable to all issued and outstanding Shares.

Under the terms of the Voting Support Agreements, the Supporting Securityholders have agreed, among other things:

(a) To cause their Shares and other securities of the Company which have a right to vote at such meeting to be counted as present at any meeting called to vote upon the Transaction or the Approval Resolutions (as that term is defined in the Subscription Agreements), including without limitation the Meeting, and to vote their Shares, Options, DSUs, warrants and other securities at that meeting in favour of the Transaction, the Approval Resolutions and any other matter necessary for the consummation of the Subscription Agreement with WELL.

(b) To cause their Shares and other securities of the Company which have a right to vote at such meeting to be counted as present at any meeting called to vote on any (i) Acquisition Proposal (as that term is defined in the Voting Support Agreements), (ii) action, agreement, transaction or proposal that would result in a material breach of any representation, warranty, covenant, agreement or other obligation of the Company in the Subscription Agreement with WELL or of the Supporting Securityholder under the applicable Voting Support Agreement; and (iii) any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of

the Subscription Agreement with WELL or the Transaction; and to vote their Shares and other securities of the Company against any of the foregoing matters.

(c) Not to directly or indirectly, make, solicit, initiate, entertain, encourage, promote or facilitate an Acquisition Proposal, to participate directly or indirectly in any negotiations or discussions regarding an Acquisition Proposal or to make any public announcement or take any other action inconsistent with the recommendation of the Company's board of directors to approve the closing of the Subscription Agreement with WELL.

(d) Not to directly or indirectly, sell, transfer, assign, tender, exchange, grant a participation interest in, gift, option, pledge, hypothecate, grant a security interest in, place in trust or otherwise convey, dispose or encumber any of their Shares or other securities of the Company, to grant any proxies or powers of attorney or enter into any voting trust or voting agreement with respect to those Shares or other securities of the Company, to otherwise take any action that could prevent or disable the Supporting Securityholder from performing its obligations under the Voting Support Agreement, or requisition or join in the requisition of any meeting of any of the securityholders of the Company for the purpose of considering any resolution, other than pursuant to the Subscription Agreement.

(e) Not to participate in any litigation against WELL, the Company or their respective affiliates or successors challenging the validity of or seeking to enjoin the operation of, any provision of the Subscription Agreement and the transactions ancillary and related thereto, or alleging a breach of any fiduciary duty of any person in connection with the negotiation and entry into of the Subscription Agreement and the transactions ancillary and related thereto.

(f) Not to directly or indirectly take any action that might reasonably be regarded as likely to materially reduce the success of or delay or interfere with the completion of the Transaction.

(g) Cooperate with the Company to complete the Transaction.

(h) Not to exercise any rights of appraisal or rights of dissent provided under any law or otherwise in connection with the Approval Resolutions or the transactions contemplated by the Subscription Agreement that the Supporting Securityholder may have, or any other shareholder rights or remedies available to the Supporting Securityholder, whether arising under statute, at common law or otherwise, to impede, frustrate, nullify, prevent, hinder, delay, upset or challenge the closing of the Subscription Agreement.

In the case of Supporting Securityholders who own Class B Multiple Voting Shares which are not subject to the Call Option, such Supporting Securityholders have also agreed in their Voting Support Agreements to gift or otherwise surrender all such Class B Multiple Voting Shares to the Company without payment of any consideration by the Company (the "**Surrender**"). For clarity, with the exception of Dr. Grail and Dr. Christodoulou, none of the eight (8) other Class B Multiple Voting Shareholders was offered an opportunity to participate in the Call Option, and all of them have signed Voting Support Agreements and are expected to Surrender their Class B Multiple Voting Shares at closing of the Transaction. Following the Surrender of these Class B Multiple Voting Shares (and prior to the conversion of any Convertible Debentures or exercise of any Warrants) the Company anticipates that it will have a total of 53,869,773 Class A Subordinate Voting Shares and 30,800,000 Class B Multiple Voting Shares issued and outstanding.

The Surrender is expected to have an impact on the percentage of the total votes attributable to all outstanding Shares that will be held by WELL and other related parties at closing of the Transaction. For illustrative purposes, on the Closing Date, in the scenario where WELL participates for $2,500,000 in a $7,500,000 Offering and (a) all Convertible Debentures are converted on the Closing Date; and (b) all Warrants are exercised on the Closing Date:

- WELL's share of the total votes attributable to all Shares would go from 5.52% without the Surrender to 6.16% with the Surrender.
- Dr. Grail's share of the total votes attributable to all Shares would go from 40.81% without the Surrender to 46.58% with the Surrender (noting that the majority of these Shares will be subject to the Call Option).

- Dr. Christodoulou's share of the total votes attributable to all Shares would go from 42.46% without the Surrender to 47.01% with the Surrender (noting that the majority of these Shares will be subject to the Call Option).
- Dr. Dobranowski's share of the total votes attributable to all Shares would go from 5.29% without the Surrender to 0.60% with the Surrender (Dr. Dobranowski is one of the Class B Multiple Voting Shareholders participating in the Surrender).
- Other related parties, who own less than 1% of the total votes attributable to all Shares, would be commensurately affected.

No direct or indirect payments, beneficial enhancements or inducements of any kind were offered to the Class B Multiple Voting Shareholders participating in the Surrender for the purpose of inducing them to enter into the Voting Support Agreements.

The Voting Support Agreements shall automatically terminate on the earliest to occur of (a) the Closing Time (as defined in the Voting Support Agreement); (b) the date and time when the Subscription Agreement with WELL is terminated in accordance with its terms; and (c) the date the Company becomes the subject of certain bankruptcy and insolvency proceedings.

Dilutive Effects of the Transaction

Certain aspects of the Transaction may result in significant dilution for existing Shareholders of the Company. As of the date of this Management Information Circular, there are 53,869,773 Class A Subordinate Voting Shares and 36,000,000 Class B Multiple Voting Shares issued and outstanding. In the scenario where (i) all of the Convertible Debentures remain outstanding until their maturity date; (ii) all of the principal and interest due on the Convertible Debentures is converted into Class A Subordinate Voting Shares on the maturity date; and (iii) all of the Warrants are exercised, the total number of Class A Subordinate Voting Shares that would be issued as a consequence of the Transaction is:

(a) if the Offering raised the minimum gross proceeds of $7,500,000, 93,750,000 Class A Subordinate Voting Shares, resulting in approximately 174% economic dilution to the existing Class A Subordinate Voting Shareholders of the Company; and

(b) if the Offering raises the maximum gross proceeds of $10,000,000, 125,000,000 Class A Subordinate Voting Shares, resulting in approximately 232% economic dilution to the existing Class A Subordinate Voting Shareholders of the Company.

The impact of the Transaction on the relative voting power of the existing Class A Subordinate Voting Shareholders will be different than the economic dilution outlined above, due to the Company's dual-share-class voting structure and the proposed Surrender for cancellation of the 5.2 million Class B Multiple Voting Shares not subject to the Call Option on closing of the Transaction, as described in more detail above. Making the same assumptions set out above, and assuming also that all of the Class B Multiple Voting Shares not subject to the Call Option will be returned to the Company for cancellation on the Closing Date, the impact of the Transaction on the voting power of the existing Class A Subordinate Voting Shareholders would be:

(a) if the Offering raises the minimum gross proceeds of $7,500,000, the percentage of the total number of votes attributable to all issued and outstanding Shares of the Company exercised by its existing Class A Subordinate Voting Shareholders will be reduced from approximately 14.26% to approximately 11.81%; and

(b) if the Offering raises the maximum gross proceeds of $10,000,000, the percentage of the total number of votes attributable to all issued and outstanding Shares of the Company exercised by its existing Class A Subordinate Voting Shareholders will be reduced from approximately 14.26% to approximately 12.68%.

Changes in Significant Shareholders and Control Persons

Certain aspects of the Transaction, namely the full or partial exercise of the Call Option, the conversion of the Convertible Debentures or the exercise of the Warrants, or a combination of the foregoing, may also result in the creation of new Shareholders holding securities entitled to exercise greater than 10% of the votes attributable to all issued and outstanding securities of the Company ("**Significant Shareholders**"), and new control persons holding securities entitled to exercise greater than 20% of the votes attributable to all issued and outstanding securities of the Company ("**Control Persons**").

A full or partial exercise of the Call Option by WELL, either alone or in conjunction with the conversion of Convertible Debentures or the exercise of Warrants, may result in WELL becoming a Significant Shareholder or Control Person of the Company. However, the exercise of the Call Option is subject to a number of exercise conditions which will not be satisfied on the Closing Date or within sixty days thereafter and, depending on the financial and capital raising performance of the Company post-closing of the Transaction, may never be satisfied.

In the scenario where WELL subscribes for $2,500,000 of a $7,500,000 Offering and, on the Closing Date: (a) all Convertible Debentures are converted into Class A Subordinate Voting Shares; (b) all Warrants are exercised for Class A Subordinate Voting Shares; and (c) all 5.2 million Class B Multiple Voting Shares not subject to the Call Option are Surrendered for cancellation; WELL would own: (i) 25,000,000 Class A Subordinate Voting Shares, representing 19.40% of the outstanding Class A Subordinate Voting Shares; (ii) no Class B Multiple Voting Shares; and (iii) 6.16% of the total votes attributable to all outstanding Shares. If the total Offering size was instead $10,000,000, WELL would own 16.25% of the Class A Subordinate Voting Shares, 0% of the Class B Multiple Voting Shares and 5.80% of the total votes attributable to all outstanding Shares.

The Call Option will not be exercisable on the Closing Date due to the presence of exercise conditions that will not be satisfied at closing or within sixty days thereafter. However, for illustrative purposes only, in the first scenario set out above, where WELL subscribes for $2,500,000 of a $7,500,000 Offering, if WELL were also to also fully exercise the Call Option, WELL would own: (i) 55,800,000 Class A Subordinate Voting Shares, representing 43.30% of the outstanding Class A Subordinate Voting Shares; (ii) 30,800,000 Class B Multiple Voting Shares, representing 100% of the outstanding Class B Multiple Voting Shares; and (iii) 82.01% of the total votes attributable to all outstanding Shares. If the total Offering size was instead $10,000,000, WELL would own 36.26% of the Class A Subordinate Voting Shares, 100% of the Class B Multiple Voting Shares and 77.25% of the total votes attributable to all outstanding Shares.

Although WELL is currently subscribed for only $2,500,000 of the Offering, it is possible that WELL may increase the amount of its subscription prior to the Closing Date. In the scenario first outlined above, if WELL were to subscribe for $4,000,000 (the maximum anticipated subscription amount per investor) of a $7,500,000 Offering, WELL would own (i) 40,000,000 Class A Subordinate Voting Shares, representing 31.04% of the outstanding Class A Subordinate Voting Shares; (ii) no Class B Multiple Voting Shares; and (iii) 9.85% of the total votes attributable to all outstanding Shares. If the total Offering size was instead $10,000,000, WELL would own 26.00% of the Class A Subordinate Voting Shares, 0% of the Class B Multiple Voting Shares and 9.28% of the total votes attributable to all outstanding Shares.

Again, for illustrative purposes only, in the scenario where WELL subscribes for $4,000,000 of a $7,500,000 Offering, if WELL were to also fully exercise the Call Option, WELL would own: (i) 70,800,000 Class A Subordinate Voting Shares, representing 54.94% of the outstanding Class A Subordinate Voting Shares; (ii) 30,800,000 Class B Multiple Voting Shares, representing 100% of the outstanding Class B Multiple Voting Shares; and (iii) 85.70% of the total votes attributable to all outstanding Shares. In the same scenario where the total Offering size is instead $10,000,000, WELL would own 46.01% of the Class A Subordinate Voting Shares; 100% of the Class B Multiple Voting Shares and 80.73% of the total votes attributable to all outstanding Shares.

The exercise of the Call Option may also result in Dr. Grail and Dr. Christodoulou ceasing to be Control Persons or Significant Shareholders of the Company once a sufficient number of their Shares have been acquired by WELL.

With the exception of WELL, the securities to be issued in the Offering are not anticipated to create any new Significant Shareholders or Control Persons on their own, based on the anticipated maximum subscription amount per investor in the Offering of $4,000,000.

Rationale for the Transaction

The Company has conducted an extensive review of the strategic alternatives available to the Company over the course of the last 18 months, which has included: evaluating multiple sale, merger or acquisition opportunities; pursuing debt and equity financing solutions; considering insolvency and restructuring alternatives; analyzing potential pivots for the business of the Corporation; and weighing a variety of other alternatives. This review of strategic alternatives has been overseen by a special committee of the board of directors, consisting of two of its independent directors, Mr. Al-Rehany and Mr. Ward, which was formed on March 29, 2022, and has been supported by the advice and counsel of legal and financial advisors with expertise in both solvent and insolvent strategic transactions.

Additionally, on July 19, 2023, WELL advanced $3,000,000 to the Company under a secured promissory note (the "**Promissory Note**"), to provide the Company with working capital to stabilize its business, continue to operate in the ordinary course and to accelerate the pursuit of its strategic plan during the interim period between signing and closing. The Promissory Note bears interest at a rate of prime plus 9%, which will accrue and be payable, along with all outstanding principal, on the earlier of November 18, 2023 or the Closing Date. It is the intention of the parties that amounts outstanding under the Promissory Note will be applied by WELL on the Closing Date, on a dollar-for-dollar basis, to satisfy any cash payment obligations of WELL to the Company in connection with the Transaction (e.g. the subscription price payable for its Debenture Units) with the balance to be repaid on the Closing Date out of the proceeds of the Offering. The Promissory Note is secured against all of the present and after acquired personal property of the Company and its subsidiary, MCI Medical. Pursuant to an intercreditor agreement between the Company, WELL and FCW dated July 19, 2023, the security interests of WELL and FCW, as well as the obligations of the Company to WELL under the Promissory Note and the security in respect thereof, rank pari passu with the obligations of the Company to FCW under or with respect to the FCW Loans and the security in respect thereof.

Based on recommendations of the special committee, the Board and the Company have unanimously determined, after receiving financial and legal advice, that out of all of the available options that have been considered, the transactions contemplated by the Transaction Approval Resolutions (as defined below) are in the best interests of the Company and its Shareholders, and that each director and executive officer of the Company intends to vote all of such person's Shares in favour of the Transaction Approval Resolutions. The special committee's recommendation and the Board and the Company's conclusion is supported by, among other things, the following considerations:

(a) *Liquidity:* The Company and its subsidiaries have been and continue to be in need of sources of short- and medium-term liquidity to allow them to continue to operate as a going concern and to pursue and accelerate their strategic plan. The Transaction, coupled with certain restructuring efforts presently underway within the Company to deal with the remaining unsecured liabilities, is anticipated to provide the Company with up to 24 months of liquidity post-closing, as well as the bridge financing required to keep the Company operating through to the Closing Date.

(b) *Balance Sheet Clean-up:* Due to the financial and operational challenges faced by the Company over the past year, it has incurred a significant amount of secured and unsecured debt and other liabilities which have impacted on its performance, the availability of debt and equity financing and opportunities for growth through acquisition. The Transaction is expected to discharge all of the secured credit facilities of the Company and its subsidiaries, in the aggregate amount of more than $10,500,000, in consideration for the payment or delivery of assets of the Company valued at approximately $3,500,000, representing a substantial savings for the Company and better positioning the Company to pursue follow-on financings and acquisitions.

(c) *Strategic Alliance Agreement:* On the Closing Date, the Company and WELL or their respective nominee affiliates will enter into a strategic alliance agreement incorporating and expanding on the terms set out in Schedule X to the Subscription Agreements (the "**Strategic Alliance Agreement**"). The Strategic Alliance Agreement will set out the terms of a commercial

relationship between the Company and WELL or their respective nominee affiliates whereby the parties leverage their respective resources and expertise to scale up the Company's medical data analytics' business, focusing on ways to utilize WELL's patient healthcare data to assist WELL healthcare professionals in identifying rare diseases and health trends affecting their patients, while simultaneously contributing to the refinement and improvement of the Company's products and services, in addition to its subsequent marketing and promotion. The terms of the Strategic Alliance Agreement will include:

i. Granting the Company with access to WELL's clinical data at prices and for data assets to be determined and subject to key security and privacy terms designed to ensure the use of such data complies with applicable privacy and health regulations across Canada.

ii. Providing access and support for key technology integrations between the parties, including development resourcing as required.

iii. Providing the Company with access to and support to engage and on-board providers and clinical support staff.

iv. Establishing a roadmap for the deployment of the Company's products and services, including division of marketing rights and obligations, ongoing support and project management responsibilities and a revenue splitting regime.

v. Establishing intellectual property rights and licenses between the parties.

(d) *Positioning the Company to Become a Leader in AI-Enabled Healthcare Technology*: The sale of a significant portion of the Company's clinical assets to WELL, combined with the new capital that will be made available to the Company through the Offering, positions the Company to focus on developing its higher-margin AI-enabled healthcare technology products and service offerings. The Strategic Alliance Agreement will provide the Company with access to healthcare data not only by its own present and former medical clinics, but also by WELL's substantial network of clinics and related healthcare offerings, enhancing the Company's ability to offer novel and competitive AI-driven medical insights to its customers.

(e) *Strategic Partnership with WELL:* The Transaction will result in a synergistic strategic relationship between the Company and WELL, allowing the Company to leverage WELL's size, experience and network of relationships in the healthcare technology space to accelerate its strategic plan through the Strategic Alliance Agreement. WELL and its affiliates also have significant ownership interests in healthcare technology assets that may be complementary to the Company, and which may enable the Company to diversify its business and expand more easily into new offerings, or to expand its existing offerings into new jurisdictions.

(f) *Preserving Value for Shareholders and Other Stakeholders:* The Transaction preserves value for Shareholders and other stakeholders of the Company who would have received little or no recovery under any of the most likely alternative strategic scenarios considered by the Board. If the Transaction does not proceed and alternative financing is not imminently arranged, the Company will likely be forced to undertake a formal restructuring process and in that scenario, there can be no assurance that there will be any value remaining for shareholders.

(g) *Fairness:* The Transaction is the result of an arm's length negotiation between WELL and the Company following an extensive review of strategic alternatives by the Company spanning over 18 months. The review has been led by a special committee comprised of independent directors of the Company, assisted by experienced legal and financial advisors, and considered a wide range of potential solutions to the Company's operational and financial challenges. The Debt Resolution Agreement and the Call Option Agreement, which are the only aspects of the Transaction engaging related-party interests, were negotiated in the presence of the special committee, and with their prior consent, and were approved at meetings of the board of directors in which interested directors declared their interest and recused themselves from voting and deliberations.

Required Approvals

The Transaction triggers a number of requirements for shareholder approval under Sections 604, 607(e), and 607(g)(i) of the TSX Company Manual.

1. Section 604 - Creation of a New Control Person

Under Section 604 of the TSX Company Manual, the TSX will generally require securityholder approval for any transaction that materially affects the control of an issuer. The term "materially affect control" means the ability of any security holder or combination of security holders acting together to influence the outcome of a vote of security holders, including the ability to block significant transactions. A transaction that results, or could result, in a new holding of more than 20% of the voting securities by one security holder or combination of securityholders acting together is deemed by the TSX to create a new control person of the issuer.

As noted above, the Transaction may result in WELL becoming a new control person of the Company upon the full or partial exercise of the Call Option. As such, the Transaction is deemed by the TSX to create a new control person of the Company and the TSX is requiring that the Company obtain disinterested shareholder approval for the change of control under Section 604(a)(i) of the TSX Company Manual.

2. Section 607(e) - Issuing Securities at a Discounted Price

Under Section 607(e) of the TSX Company Manual, the price per listed security for any private placement must not be lower than the market price of the listed securities less a permitted discount. The TSX will allow the price per listed security to be lower, however, if the issuer obtains securityholder approval for the private placement.

The deemed price per Class A Subordinate Voting Share of the Convertible Debentures and Warrants is $0.20, which may on the Closing Date be a price that is lower than the market price less the maximum permitted discount under Section 607(e) of the Company Manual and, as such, shareholder approval is required under that Section.

3. Section 607(g)(i) - Issuing Securities in Excess of 25% of the Issued and Outstanding Securities

Under Section 607(g)(i) of the TSX Company Manual, the TSX will require securityholder approval for private placements that would result in the issuance of an aggregate number of listed securities greater than 25% of the total number of listed securities issued and outstanding on the date prior to the closing of the transaction if the price per security is less than their market price.

The Transaction may result in the issuance of up to 125,000,000 Class A Subordinate Voting Shares if the Offering raises the maximum gross proceeds of $10,000,000, which exceeds the number of issued and outstanding Class A Subordinate Voting Shares by more than 25% and would result in dilution to existing Class A Subordinate Voting Shareholders of approximately 232.04%. In view of the foregoing, and noting that the deemed price per Class A Subordinate Voting Share issued in the Offering may be less than the market price of Class A Subordinate Voting Shares on the date prior to the Closing Date, shareholder approval is also required under Section 607(g)(i) of the Company Manual.

Part 1 - Transaction Approval Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without

variation, the following ordinary resolution (the "**Transaction Approval Resolution**"):

"BE IT RESOLVED THAT:

1. **the Transaction and the Definitive Agreements (as those terms are defined in the Management Information Circular of the Corporation dated August 21, 2023) and any other ancillary or related agreements are hereby ratified, approved and confirmed, including without limitation with respect to the shareholder approval requirements under Sections 607(e) and 607(g)(i) of the TSX Company Manual for the issuance of securities below the minimum permitted price and the issuance of securities in excess of 25% of the total number of issued and outstanding securities;**

2. **the Corporation is authorized to enter into and perform its obligations under the Definitive Agreements and to complete the Transaction on substantially the terms set out in the Definitive Agreements, subject to such changes as may be approved by any one director or officer of the Corporation;**

3. **any director or officer of the Corporation is authorized and directed to do all acts and things and to execute and deliver, or cause to be delivered, all agreements, documents and instruments as in the opinion of such director or officer may be necessary or desirable to give effect to the Definitive Agreements and the Transaction; and**

4. **notwithstanding that these resolutions have been passed by the shareholders of the Corporation, the board of directors of the Corporation is hereby authorized and empowered, without further approval of the shareholders, to postpone or refrain from proceeding with any of the matters authorized herein, or to otherwise give effect to these resolutions."**

In order to be passed, the Transaction Approval Resolution requires the approval of a majority of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting.

THE BOARD (with Dr. Grail and Dr. Christodoulou having recused themselves from voting) UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE TRANSACTION APPROVAL RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Transaction Approval Resolution.

Part 2 - Change of Control Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following ordinary resolution (the "**Change of Control Resolution**"):

"BE IT RESOLVED THAT:

1. **the Offering and the Call Option Agreement (as those terms are defined in the Management Information Circular of the Corporation dated August 21, 2023) and any other ancillary or related agreements are hereby approved, including without limitation with respect to the creation of WELL Health Technologies Corp. as a new control person of the Corporation pursuant to Section 604(a)(i) of the TSX Company Manual,"**

Pursuant to the requirements of the TSX, in order to be passed, the Change of Control Resolution will require the approval of a majority of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting, excluding the votes of Dr. Grail and Dr. Christodoulou.

THE BOARD (with Dr. Grail and Dr. Christodoulou having recused themselves from voting) UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE CHANGE OF CONTROL RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Change of Control Resolution.

Item Seven: Share Consolidation

The Company is proposing to amend its Articles to implement a consolidation of both its Class A Subordinate Voting Shares and Class B Multiple Voting Shares on the basis of 1 post-consolidation Share ("**Post-Consolidation Shares**") for every 10 pre-consolidation Shares ("**Pre-Consolidation Shares**"), or such other lesser number of Pre-Consolidation Shares as the Board may determine by resolution, and to file articles of amendment to effect such consolidation (the "**Consolidation**"). The proposed implementation date for the Consolidation is September 29, 2023, or on such earlier or later date as may be determined by the Board and announced by press release (the "**Consolidation Date**").

The Board believes that it is in the best interests of the Company to reduce the number of issued and outstanding Shares by way of the Consolidation. The potential benefits of the Consolidation include (i) an expected increase in the market price for the Post-Consolidation Shares, which may make them a more attractive investment opportunity for certain investors, and may reduce volatility in the trading price of the Class A Subordinate Voting Shares; and (ii) completion of the Share Consolidation Resolution (as defined below) is a condition precedent to the Transaction which is aimed at financially revitalizing the Company, providing it with the tools and resources it needs to more effectively pursue its data-driven, AI-enabled healthcare technology business while generating significantly increased revenue from those offerings and strengthening its balance sheet to facilitate significant growth through acquisitions and follow-on financing.

The Company presently has 53,869,773 issued and outstanding Class A Subordinate Voting Shares and 36,000,000 issued and outstanding Class B Multiple Voting Shares and, assuming the maximum consolidation of 10:1 is used, expects that following the Consolidation it will have approximately 5,386,977 Class A Subordinate Voting Shares outstanding and 3,600,000 Class B Multiple Voting Shares outstanding, subject to minor adjustments that may result from rounding as described below.

The Consolidation will take place simultaneously and uniformly for all Shares and is not expected to have any disproportionately beneficial or detrimental effect on any individual Shareholder, except to the extent that the Consolidation would result in any Shareholder owning a fractional Post-Consolidation Share. No fractional Shares will be issued upon completion of the Consolidation. If the Consolidation would have resulted in a Shareholder receiving a fractional Share, then that fractional Share shall be rounded down to the nearest whole Share.

Because no fractional Shares will be issued as a result of the Consolidation, if a Shareholder does not hold enough Pre-Consolidation Shares to receive at least one Post-Consolidation Share, then that Shareholder will have no further interest in the Company upon completion of the Consolidation. Shareholders may wish to purchase, consolidate or sell a number of Shares prior to the Consolidation Date to ensure that they receive the desired number of Post-Consolidation Shares.

Please note that after the Consolidation has been implemented, share certificates representing Pre-Consolidation Shares will: (i) not constitute good delivery for the purposes of trades of Shares; and (ii) be deemed for all purposes to represent the number of Post-Consolidation Shares to which the holder is entitled as a result of the consolidation.

All equity incentives granted under any option, warrant, restricted share unit, deferred share unit or other equity incentive or other convertible security of the Company will be proportionately consolidated, and any exercise prices will be proportionately increased so as not to advantage or disadvantage the holders of any equity incentives.

Based on recommendations of the special committee, the Board and the Company have unanimously determined, after receiving financial and legal advice, that the transactions contemplated by the Share Consolidation Resolution (as defined below) are in the best interests of the Company and its Shareholders, and that each director and executive officer of the Company intends to vote all of such person's Shares in favour of the Share Consolidation Resolution.

Share Consolidation Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following special resolution (the "**Share Consolidation Resolution**"):

"BE IT RESOLVED THAT:

1. **the Corporation is authorized to alter or amend its articles to effect a consolidation of its Class A Subordinate Voting Shares and Class B Multiple Voting Shares (collectively, the "Shares") up to a maximum consolidation ratio of 10 pre-consolidation Shares to 1 post-consolidation Share, with the exact consolidation ratio to be fixed by resolution of the board of directors of the Corporation;**
2. **any fractional Shares of the Corporation that would arise as a result of the consolidation shall be rounded down to the nearest whole Share;**
3. **the Corporation is authorized to amend any warrants, convertible securities or equity incentives, including options, restricted share units and deferred share units, to adjust the number of Shares to be issued under such securities and the exercise or conversion price (if applicable) to reflect the consolidation of the Shares;**
4. **any director or officer of the Corporation is authorized and directed to do all acts and things and to execute and deliver, or cause to be delivered, all agreements, documents and instruments as in the opinion of such director or officer may be necessary or desirable to give effect to the matters described herein and to carry out the intent of the present resolutions; and**
5. **notwithstanding that these resolutions have been passed by the shareholders of the Corporation, the board of directors of the Corporation is hereby authorized and empowered, without further approval of the shareholders, to postpone or refrain from proceeding with any of the matters authorized herein, or to otherwise give effect to these resolutions."**

Pursuant to Section 176(1) of the CBCA and Section 1.2.2 of the Company's Articles, the holders of the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares are not entitled to vote separately on a consolidation of the Shares unless it affects the holders of each class of Share differently. Accordingly, in order to be passed, the Share Consolidation Resolution requires the approval of two-thirds of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting.

THE BOARD UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE SHARE CONSOLIDATION RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Share Consolidation Resolution.

Item Eight: Amendments to the Terms of the Class B Multiple Voting Shares

The Company is proposing to amend its Articles to affect a change in the attributes of its Class B Multiple Voting Shares, by adding WELL as a permitted holder of the Class B Multiple Voting Shares and making certain consequential amendments to accommodate WELL as a permitted holder of Class B Multiple Voting Shares and allowing the Class B Multiple Voting Shares to be transferred to the Company for cancellation.

The Class B Multiple Voting Shares have nine votes per Share and do not have any right to receive dividends or to receive the remaining property and assets of the Company on the liquidation, dissolution or winding-up of the Company (collectively, the "**Economic Rights**"). The Class A Subordinate Voting Shares have one vote per Share, but are entitled to participate in the Economic Rights. The Shareholders who hold Class B Multiple Voting Shares together hold over 90% of the voting power of the Company's presently outstanding voting Shares, on a fully diluted basis, and therefore have significant influence over the Company's management and affairs and over all matters requiring Shareholder approval, including the election of directors and significant corporate transactions. The Class B Multiple Voting Shares are currently held by Dr. Grail, Dr. Christodoulou and Dr. Alexander Dobranowski ("**Dr. Dobranowski**"), as well as certain of Dr. Grail and Dr. Christodoulou's family members.

The Class B Multiple Voting Shares are currently subject to transfer restrictions that prevent the Class B Multiple Voting Shares from being transferred to anyone other than the immediate family members, affiliates or holding companies of the existing holders of Class B Multiple Voting Shares, and the current attributes of the Class B Multiple Voting Shares cause them to be canceled if Dr. Grail, Dr. Christodoulou and Dr. Dobranowski cease to hold in aggregate at least 5% of the Class A Subordinate Voting Shares of the Company (the "**Cancellation Threshold**").

The Company is proposing to amend its Articles to add WELL as a permitted holder and transferee of Class B Multiple Voting Shares, and to have WELL's Class A Subordinate Voting Shares count towards the calculation of the Cancellation Threshold. The purpose of these amendments is to facilitate the exercise of a Call Option by WELL and, by extension, facilitate the completion of the Transaction, which is essential for the continued stability for the Company and the preservation of value for Shareholders. See *Item Six: Strategic Transaction with WELL Health Technologies Corp.* above for additional detail on the anticipated benefits of the Transaction. A draft of the revised share terms for the Class B Multiple Voting Shares, showing the proposed changes, is attached to this Management Information Circular as Schedule "B".

Based on recommendations of the special committee, the Board and the Company have unanimously determined, after receiving financial and legal advice, that the transactions contemplated by the Class B Multiple Voting Share Terms Resolution (as defined below) are in the best interests of the Company and its Shareholders, and that each director and executive officer of the Company intends to vote all of such person's Shares in favour of the Class B Multiple Voting Share Terms Resolution.

Class B Multiple Voting Share Terms Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following special resolution (the "**Class B Multiple Voting Share Terms Resolution**"):

"BE IT RESOLVED THAT:

1. **the Corporation is authorized to alter or amend its articles to affect an amendment of the attributes of the Class B Multiple Voting Shares on substantially the terms set out in Schedule "B" of the Management Information Circular of the Corporation dated August 21, 2023;**

2. **any director or officer of the Corporation is authorized and directed to do all acts and things and to execute and deliver, or cause to be delivered, all agreements, documents and instruments as in the opinion of such director or officer may be necessary or desirable to give effect to the matters described herein and to carry out the intent of the present resolutions; and**

3. **notwithstanding that this resolution has been passed by the shareholders of the Corporation, the board of directors of the Corporation is hereby authorized and empowered, without further approval of the shareholders, to postpone or refrain from proceeding with any of the matters authorized herein, or to otherwise give effect to these resolutions."**

Pursuant to Section 176(1) of the CBCA, in order to be passed, the Class B Multiple Voting Share Terms Resolution requires the approval of two-thirds of the votes cast thereon by holders of the Class A Subordinate Voting Shares, and two-thirds of the votes thereon by holders of the Class B Multiple Voting Shares, each voting separately as a class and *excluding* in each case the Shares held by Dr. Grail and Dr. Christodoulou.

THE BOARD (with Dr. Grail and Dr. Christodoulou having recused themselves from voting) UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE CLASS B MULTIPLE VOTING SHARE TERMS RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Class B Multiple Voting Share Terms Resolution.

Item Nine: Name Change

In connection with an ongoing review of the Company's brand and marketing strategy, the Company is proposing to change its name from "MCI Onehealth Technologies Inc." to a new name, to be determined by the Board, in their discretion, upon completion of the review, to better reflect the Company's mission of developing AI-enabled healthcare technology products and service offerings and to better align the Company's name with its strategic direction following completion of the Transaction (the "**Name Change**").

The selected name will be subject to all required regulatory approvals, including the approval of the TSX under Section 619 of the TSX Company Manual, and may be accompanied by a change of the Company's ticker symbol. If these approvals are received, the Name Change will be affected at a time to be determined by the Board, which may be concurrent with the Consolidation, the closing of the Transaction or post-closing of the Transaction.

The Company will issue a press release providing the details of the newly selected name and, if applicable, ticker symbol, the proposed timeline to implement the Name Change and the process for Shareholders to exchange their share certificates to reflect the new name, once the Company's brand and marketing strategy review has been completed.

Name Change Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following special resolution (the "**Name Change Resolution**"):

"BE IT RESOLVED THAT:

1. **the Corporation is authorized to file articles of amendment to change the name of the Corporation from "MCI Onehealth Technologies Inc." to a name to be determined by the board of directors of the Corporation, in their discretion;**
2. **any director or officer of the Corporation is authorized and directed to do all acts and things and to execute and deliver, or cause to be delivered, all agreements, documents and instruments as in the opinion of such director or officer may be necessary or desirable to give effect to the matters described herein and to carry out the intent of the present resolutions; and**
3. **notwithstanding that this resolution has been passed by the shareholders of the Corporation, the board of directors of the Corporation is hereby authorized and empowered, without further approval of the shareholders, to postpone or refrain from proceeding with any of the matters authorized herein, or to otherwise give effect to these resolutions."**

Pursuant to Section 173(1)(a) of the CBCA and Section 1.2.2 of the Company's Articles, the holders of the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares are not entitled to vote separately on a change in the name of the Corporation. Accordingly, in order to be passed, the Name Change Resolution requires the approval of two-thirds of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting.

THE BOARD UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE NAME CHANGE RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Name Change Resolution.

Item Ten: Authorization for Control Person Distributions of Class A Subordinate Voting Shares

The Class A Subordinate Voting Shares are "restricted shares" as that term is defined in OSC Rule 56-501 – *Restricted Shares* ("**Rule 56-501**"). Pursuant to Section 3.2(1) of Rule 56-501, prospectus exemptions are not available under Ontario securities law for distributions of Class A Subordinate Voting Shares unless minority approval for the distribution has been obtained in compliance with Rule 56-501, or an exemption is available for the distribution under Sections 3.2(2) and 3.2(3) of Rule 56-501. The Company has

historically relied on the exemption under Section 3.2(3) of Rule 56-501 for all of its prospectus-exempt distributions of Class A Subordinate Voting Shares since it became a reporting issuer, including the distributions proposed in connection with the Offering; however, that exemption is not available for distributions of Class A Subordinate Voting Shares by control persons of the Company.

Dr. Grail and Dr. Christodoulou are control persons of the Company by virtue of owning securities of the Company entitling each of them to exercise 20% or more of the votes attributable to all issued and outstanding securities of the Company. Moreover, Dr. Grail owns or controls 15,607,500 Class A Subordinate Voting Shares and 15,400,000 Class B Multiple Voting Shares entitling him to exercise an aggregate of approximately 40.8% of the votes attributable to all issued and outstanding securities of the Company; and Dr. Christodoulou owns or controls 17,051,934 Class A Subordinate Voting Shares and 15,933,334 Class B Multiple Voting Shares, entitling him to exercise an aggregate of approximately 40.9% of the votes attributable to all issued and outstanding securities of the Company.

In the event that the Transaction is approved and successfully closed, the Company anticipates that Dr. Grail and Dr. Christodoulou will make one or more distributions of Class A Subordinate Voting Shares to, among other things, (a) grant the Call Option; (b) transfer some or all of their Class A Subordinate Voting Shares to a Permitted Transferee (as that term is defined in the Call Option Agreement) during the interim period between closing and the full or partial exercise (or expiry) of the Call Option; (c) transfer, either directly or through the Permitted Transferees mentioned in (b) above, up to 15.4 million Class A Subordinate Voting Shares each to WELL upon the exercise of the Call Option; and (d) divest the balance of their Class A Subordinate Voting Shares subject to the transfer restrictions set out in the Lock-up Agreements (collectively, the "**Control Person Distributions**"). Some or all of the Control Person Distributions may require Dr. Grail and Dr. Christodoulou to rely on available prospectus exemptions.

In order to facilitate completion of the Transaction, and to allow Dr. Grail and Dr. Christodoulou to rely on available prospectus exemptions to dispose of any residual Class A Subordinate Voting Shares which they may own that are not subject to the Call Option, the Company is seeking minority approval for the Control Person Distributions.

Control Person Distribution Resolution

At the Meeting, the Shareholders will be asked to consider, and if deemed advisable, to pass, with or without variation, the following ordinary resolution (the "**Control Person Distribution Resolution**"):

"BE IT RESOLVED THAT:

1. **Sven Grail and George Christodoulou, and any entity they control which is a "Permitted Transferee" under the Call Option Agreement (as that term is defined in the Management Information Circular of the Corporation dated August 21, 2023, the "Circular"), are hereby authorized pursuant to Section 3.2 of OSC Rule 56-501 – *Restricted Shares* to grant the Call Option (as defined in the Circular) and complete one or more distributions of some or all of their Class A Subordinate Voting Shares in reliance on available prospectus exemptions under applicable securities law."**

Pursuant to Rule 56-501, in order to be passed, the Control Person Distribution Resolution requires the approval of a majority of the votes cast thereon by holders of Shares present in person or represented by proxy at the Meeting, excluding the votes of any control persons of the Company. Dr. Grail and Dr. Christodoulou are the only known control persons of the Company and, as such, the 308,926,100 votes attributable to their Shares will be excluded for the purpose of determining whether the Control Person Distribution Resolution has been passed.

THE BOARD (with Dr. Grail and Dr. Christodoulou having recused themselves from voting) UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE CONTROL PERSON DISTRIBUTION RESOLUTION. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote "FOR" the Control Person Distribution Resolution.

Item Eleven: Other Business

While there is no other business other than that mentioned in the Notice of Meeting to be presented for action by the Shareholders at the Meeting, it is intended that the proxies hereby solicited will be exercised upon any other matters and proposals that may properly come before the Meeting or any adjournment or postponement thereof, in accordance with the discretion of the persons authorized to act thereunder.

STATEMENT OF EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

For the purposes of this section, "**Named Executive Officers**" or "**NEOs**" means each of the following individuals:

(a) each individual who, in respect of the Company, during any part of the financial year ended December 31, 2022, served as CEO, including an individual performing functions similar to a CEO of the Company;

(b) each individual who, in respect of the Company, during any part of the financial year ended December 31, 2022, served as CFO, including an individual performing functions similar to a CFO of the Company;

(c) in respect of the Company and its subsidiaries, each of the three most highly compensated executive officers other than the individuals identified in paragraphs (a) and (b) at the end of the financial year ended December 31, 2022 whose total compensation was, individually, more than $150,000; and

(d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, as at December 31, 2022.

During the financial year ended December 31, 2022, the Company had five (5) NEOs, namely, Jennifer Foster (former Chief Operating Officer, "**COO**"), Don Watts (President – Khure Health), Dr. Alex Dobranowski (CEO), Mr. G. Scott Nirenberski (CFO) and Ms. Madeline Walker (President – Corporate Health Solutions).

The purpose of this Executive Compensation Discussion and Analysis is to provide information about the Company's executive compensation philosophy, objectives, and processes regarding compensation paid, made payable, awarded, granted or otherwise provided to each NEO and director for the year ended December 31, 2022.

Overview

The Company operates in a dynamic and rapidly evolving market. To succeed and achieve the Company's business and financial objectives, the Company needs to attract, retain and motivate a highly talented team of executive officers. The Company expects its team to possess and demonstrate strong leadership and management capabilities, as well as to foster the Company's culture, which is the foundation of the Company's success and remains a pivotal part of the Company's everyday operations.

The Company's executive officer compensation program is designed to achieve the following objectives:

- provide compensation opportunities in order to attract and retain talented, high-performing and experienced executive officers, whose knowledge, skills and performance are relevant to the Company's industry and critical to the Company's success;
- motivate the Company's executive officers to achieve the Company's strategic business and financial objectives;
- align the interests of the Company's executive officers with those of the Company's Shareholders by tying a meaningful portion of compensation directly to the long-term value and growth of the Company's business; and
- provide incentives that encourage appropriate levels of risk-taking by the Company's executive officers and provide a strong pay-for-performance relationship.

The Company continues to evaluate the Company's philosophy and compensation program as circumstances require and continues to review compensation on an annual basis. As part of this review process, the Company is guided by the philosophy and objectives outlined above, as well as other factors that may become relevant, such as the cost to the Company to find a replacement for a key employee.

The Company's compensation practices are designed to retain, motivate and reward the Company's executive officers for their performance and contribution to the Company's short-term and long-term success. The Board seeks to compensate executive officers by combining short-term cash and long-term equity incentives. It also seeks to reward the achievement of corporate and individual performance objectives, and to align executive officers' incentives with the Company's performance. The Company's philosophy is to pay fair, reasonable and competitive compensation with a significant equity-based component in order to align the interest of the Company's executive officers with those of its Shareholders.

The Human Resources and Compensation Committee (the "**Compensation Committee**"), in consultation with the CEO, is responsible for establishing, reviewing and overseeing the compensation policies of the Company and compensation of the NEOs. The CEO makes recommendations to the Compensation Committee each year with respect to compensation for the NEOs (excluding the CEO). The Compensation Committee reviews the recommendations of the CEO in determining whether to make a recommendation to the Board or recommend any further changes to compensation for the executives. In addition, the Compensation Committee itself annually reviews and makes recommendations to the Board regarding compensation for the CEO.

Compensation Philosophy and Objectives

The Company's executive compensation practices are based on a pay-for-performance philosophy that is designed to attract, motivate, retain, and reward its executives for their performance and contribution to the Company's short-term and long-term success. The Board seeks to compensate executive officers by combining short-term cash and long-term equity incentives. It also seeks to reward the achievement of corporate and individual performance objectives, and to align executive officers' incentives with the Company's performance. The Company's philosophy is to pay fair, reasonable and competitive compensation with a significant equity-based component in order to align the interest of the Company's executive officers with those of its Shareholders. Assessment of performance is based on the Company's financial and operational performance, as well as individual contributions, and effective risk management. This philosophy is intended to effectively support the Company's goals of retaining and attracting the highest calibre of talent in order to maintain its competitive position in the industry.

Pay is benchmarked and compared on a target total direct compensation basis (base salary plus short-term target annual incentive plus target annual long-term equity-based incentive). The Board reviews benchmarking data for external market context, and views the 50th percentile of total compensation as a point of reference and a guideline, but does not target executive compensation to a fixed percentile relative to one specific peer group.

Informed judgment, including consideration of MCI's internal hierarchy, criticality of the role, market context and performance, are applied to peer data so as to avoid an entirely "mechanical" process for setting each position's pay.

Components of Executive Compensation

The compensation program for executives consists of three major elements: (i) base salary; (ii) annual short-term incentives; and (iii) long-term incentives. Perquisites and personal benefits are not a significant element of compensation of the NEOs.

1. *Base Salary*

A primary element of the Company's compensation program is base salary. The Company's view is that a competitive base salary is a necessary element for attracting and retaining qualified executive officers. Base salaries are set and adjusted to reflect the scope of an executive's responsibility and prior experience, and the overall market demand for such executives at time of hire. Base salaries are reviewed annually.

As of December 31, 2022, the annual base salaries for the NEOs were as follows:

- Don Watts (President – Khure Health) - $275,000
- Jennifer Foster (former COO) - $300,000
- Dr. Alex Dobranowski (CEO) - $350,000
- Mr. G. Scott Nirenberski (CFO) - $300,000
- Ms. Madeline Walker (President – Corporate Health Solutions) – $300,000

2. *Short-Term Incentives*

MCI grants short-term incentive awards to its executive officers in the form of annual cash bonuses, which are intended to motivate and reward such executive officers for achieving and surpassing annual corporate and individual goals approved by the Board. The Company believes that a performance-based bonus program promotes its overall compensation objectives by tying a meaningful portion of an executive's compensation to the overall growth of the business, thereby aligning the interests of executive officers with the interests of holders of voting Shares and other stakeholders. Bonuses for the CEO are recommended by the Compensation Committee and approved by the Board, while bonuses for all other NEOs are recommended by the CEO and reviewed and approved by the Compensation Committee.

For the year ended December 31, 2022, each of the NEOs were eligible for target annual incentives in an amount of up to 100% of each of their respective base salaries. The performance criteria applicable to the bonuses potentially payable to the NEOs in any given year are generally expected to include: 50% tied to the achievement of corporate objectives and 50% tied to the achievement of individual objectives. For the year ended December 31, 2021, being the first year in which the Company became a reporting issuer, no cash bonuses were paid.

3. *Long-Term Incentives (Equity Incentive Plan)*

The Company's Equity Incentive Plan is intended to promote greater alignment of interests between employees and Shareholders, and to support the achievement of the Company's longer-term performance objectives, while providing a long-term retention element. See "*Item Four - Approval of Omnibus Equity Incentive Plan*" above for a summary of the principal terms of the Equity Incentive Plan.

4. *Long-term Incentives (Other)*

In addition to Awards granted under the Equity Incentive Plan, the Company may also issue Options from time to time under option agreements outside of the Equity Incentive Plan, as an inducement to persons or companies not previously employed by and not previously an insider of the Company who enter into a contract of full-time employment as an officer of the Company ("**Inducement Options**"). These Inducement Options are issued in accordance with Section 613(c) of the TSX Company Manual and are subject to the terms and conditions set out therein.

Inducement Options are not counted towards the 10% local maximum limit on the number of Shares that may be reserved for issuance under Awards granted under the Equity Incentive Plan, but are counted towards any global limits on the number of Shares that may be reserved for issuance under Awards granted under all securities-based compensation arrangements of the Company. See *Equity Incentive Plan Limitations* above in "*Item Four - Approval of Omnibus Equity Incentive Plan*" for more detail. In addition, the number of securities of the Company made issuable under Inducement Options during any twelve-month period may not exceed in aggregate 2% of the number of securities of the Company that were issued and outstanding, on a non-diluted basis, at the moment just prior to the date of the first issuance of Inducement Options in that twelve-month period.

During the financial year ended December 31, 2022, the Company did not issue any Inducement Options.

5. Pension Benefits and Nonqualified Deferred Compensation

The Company does not have a company-sponsored pension plan, and none of its NEOs participate in a nonqualified deferred compensation plan.

6. Other Perquisites and Benefits

The Company also provides a limited benefits package to executive officers that consists of health and dental benefits, life insurance, long term disability insurance and an employee and family assistance plan. Some executive officers may also be entitled to receive a car allowance.

Compensation Risk Assessment

In conjunction with the Compensation Committee, the Board reviews the potential risks associated with the structure and design of the various compensation plans of the Company, including a comprehensive review of the material compensation plans and programs for all employees. See "*Compensation Governance – Human Resources and Compensation Committee*" in this Management Information Circular for a summary of the functions of the Compensation Committee. Neither the Board nor the Compensation Committee have identified any risks arising from the Company's compensation policies and practices that are likely to have a material adverse effect on the Company.

Share-Based and Option-Based Awards

Share-based and option-based Awards are granted to the Company's executives pursuant to its Equity Incentive Plan or as Inducement Options. See "*Item Four – Approval of Omnibus Equity Incentive Plan*" and "*4. Long-term Incentives – Other*" above for a summary of the principal terms of the Equity Incentive Plan and the terms governing the grant of Inducement Options.

Compensation Governance

Human Resources and Compensation Committee

In order to assist the Board in fulfilling its oversight responsibilities with respect to human resources matters, the Board has established the Compensation Committee. The Compensation Committee is comprised of three directors, Dr. Grail, Kingsley Ward and Bashar Al-Rehany, two of whom are independent within the meaning of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**"),

namely, Kingsley Ward and Bashar Al-Rehany. All of the members of the Compensation Committee have had direct experience in matters of executive compensation that is relevant to their responsibilities as members of such committee by virtue of their respective professions and long-standing involvement with public companies and matters of executive compensation. In addition, each member of the Compensation Committee keeps abreast on a regular basis of trends and developments affecting executive compensation. The independent members of the Compensation Committee meet periodically, without the presence of management, to address any topics related to compensation of senior management.

The Compensation Committee is responsible for overseeing the development and regular assessment of the Company's compensation structure for directors and members of senior management.

With respect to compensation, the Compensation Committee: (i) annually reviews the compensation structure and policies in respect of senior management and may recommend any changes to such structure and policies to the Board for consideration; (ii) seeks and considers the CEO's recommendations for compensation of the other members of senior management and may recommend any changes to such compensation to the Board for consideration; (iii) reviews the Company's incentive compensation and other equity-based plans and recommends changes to such plans to the Board when necessary, and exercises all authority of the Board with respect to the administration of such plans; (iv) reviews and approves corporate goals and objectives relevant to the compensation of the Company's executives, evaluating the performance of the executives in light of those corporate goals and objectives and determining (or making recommendations to the Board with respect to) the compensation level of the executives based on this evaluation; and (v) annually reviews directors' compensation and may recommend any changes to the Board for consideration. In making determinations with respect to grants of equity incentive awards, the Compensation Committee takes into account any previous grants and grants that remain outstanding.

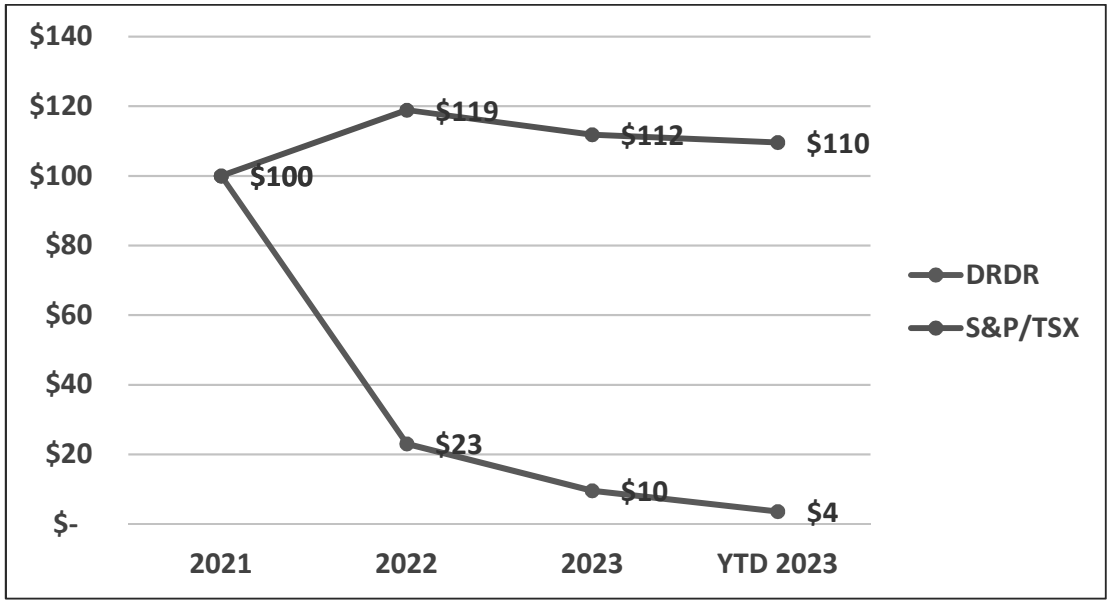
The Compensation Committee develops the Company's compensation policies for directors and senior management to ensure that they: (i) properly reflect their respective duties and responsibilities; (ii) are competitive in attracting, retaining and motivating qualified candidates for such roles; (iii) align the interests of the directors and senior management with that of Shareholders and the Company as a whole; and (iv) are based on established corporate and individual performance goals and objectives.

The Compensation Committee also reviews and approves, prior to public disclosure, all public disclosure on executive compensation and producing a report on executive officer compensation for inclusion in the Company's management information circular and proxy statement.

As of the date hereof, the Company has not made any significant changes to its compensation policies and practices.

Performance Graph

The following graph compares the cumulative total return on a $100 investment in Class A Subordinate Voting Shares of the Company made on January 6, 2021 at the initial public offering ("**IPO**") price of $5.00 per Share to the cumulative total return on the S&P/TSX Composite Index until June 25, 2023. (1)



Notes:

(1) This performance graph illustrates the composite index of the S&P/TSX.

There is no direct correlation between the trend of the Company's share performance evidenced by the chart above and the Company's compensation to the NEOs over the reference period. The stock prices of companies within the Company's sector can be volatile and subject to various market conditions in addition to the volatility of the Company's business itself. Rather than being based on the performance of the Company's share price, the trend of the Company's compensation to NEOs has been flat over the reference period. No bonuses or additional compensation have been paid to NEOs over their base salaries over the reference period. No bonuses or additional compensation have been paid to NEOs over their base salaries over the reference period given the financial performance of the Company. The Company's Class A Subordinate Voting Shares began trading on the TSX on January 6, 2021.

Summary Compensation Table

The following table presents total compensation amounts paid, accrued or otherwise expensed by the Company during the financial year ended December 31, 2022, for each of the NEOs:

Name and principal position	Year Ended December 31	Salary ($)	Share-based awards ($)[1]	Option-based awards ($)	Non-Equity Incentive Plan compensation		Pension Value	All other compensation	Total compensation ($)
					Annual incentive plans	Long-term incentive plans			
Don Watts, President – Khure Health	2022	$275,000	Nil	Nil	Nil	Nil	Nil	$193,894	$468,894

	2021	$202,671	Nil	Nil	Nil	Nil	Nil	$133,324	$335,995
Jennifer Foster, Former COO[2]	2022	$290,000	Nil	Nil	Nil	Nil	Nil	Nil	$290,000
	2021	$207,500	Nil	Nil	Nil	Nil	Nil	Nil	$207,500
Dr. Alex Dobranowski, CEO	2022	$350,000	Nil	Nil	Nil	Nil	Nil	Nil	$350,000
	2021	$350,000	Nil	$936,682	Nil	Nil	Nil	Nil	$1,286,682
Mr. G. Scott Nirenberski, CFO	2022	$300,000	Nil	Nil	Nil	Nil	Nil	Nil	$300,000
	2021	$300,000	Nil	$468,341	Nil	Nil	Nil	Nil	$768,341
Ms. Madeline Walker, President – Corporate Health Solutions	2022	$300,000	Nil	Nil	Nil	Nil	Nil	Nil	$300,000
	2021	$300,000	Nil	$468,341	Nil	Nil	Nil	Nil	$768,341

Notes:

(1) Share-based awards in this table are valued as at their date of grant.
(2) The Company eliminated the position of COO on January 17, 2023.

The Company uses the Black-Scholes option pricing model to determine fair value of stock options at the grant date. Measurement inputs include the price of Shares on the measurement date, exercise price of the option, expected volatility, weighted average expected life of the option (based on historical experience), expected dividends and the risk-free interest rate.

Incentive Plan Awards

The following table presents all the Awards outstanding for each of the Company's NEOs as at December 31, 2022:

	Option-based Awards				Share-based Awards		
Name	**Number of securities underlying unexercised options (#)**	**Option exercise price ($)**	**Option expiration date**	**Value of unexercised in-the-money options ($)**	**Number of shares or units of shares that have not vested (#)**	**Market or payout value of share-based awards that have not vested ($)**	**Market or payout value of vested share-based awards not paid out or distributed ($)[1]**
Don Watts, President – Khure Health	300,000	$3.00	Apr 26, 2026	Nil	Nil	Nil	Nil

Jennifer Foster, Former COO	325,000 50,000	$1.46 $3.10	Apr 6, 2027 May 18, 2026	Nil	Nil	Nil	Nil
Dr. Alex Dobranowski, CEO	973,333	$5.00	Jan 6, 2026	Nil	Nil	Nil	Nil
Mr. G. Scott Nirenberski, CFO	486,667	$5.00	Jan 6, 2026	Nil	Nil	Nil	Nil
Ms. Madeline Walker, President – Corporate Health Solutions	486,667	$5.00	Jan 6, 2026	Nil	Nil	Nil	Nil

Notes:

(1) Share-based awards in this table are valued as at December 31, 2022.

Incentive Plan Awards – Value Vested or Earned

The following table presents the value vested or earned during the year ended December 31, 2022 for each of the option-based Awards, share-based Awards, and non-equity incentive plan compensation awarded to each of the Company's NEOs:

Name	Option-based Awards – value vested during the year ($)[1]	Share-based Awards – value vested during the year ($)[1]	Non-equity incentive plan compensation – value earned during the year ($)
Don Watts, President – Khure Health	Nil	Nil	$193,894
Jennifer Foster, Former COO	Nil	Nil	Nil
Dr. Alex Dobranowski, CEO	Nil	Nil	Nil
Mr. G. Scott Nirenberski, CFO	Nil	Nil	Nil
Ms. Madeline Walker, President – Corporate Health Solutions	Nil	Nil	Nil

Notes:

(1) Option-based and Share-based awards in this table are valued as at their vesting date.

Termination and Change of Control Benefits

The Company has written employment agreements with each of its NEOs, and each executive officer is entitled to receive compensation established by the Company as well as other benefits in accordance with plans available to the most senior employees.

Each NEO's employment agreement sets forth the terms and conditions of such NEO's employment, including their annual base salary, targeted cash bonus, to be approved by the Board, and any awards pursuant to the Company's equity incentive plan or any other equity plan that is approved by the Board. Each NEO's employment agreement also includes, among other things, provisions regarding intellectual property rights, confidentiality, non-competition and non-solicitation as well as eligibility for the Company's benefit plans. In the event that such NEO is terminated without cause, the Company shall provide such NEO with notice of termination, pay in lieu of notice, or some combination of the two, equal to (i) four (4) months of notice, plus (ii) an additional one (1) month of notice for every completed year of service thereafter, subject to an overall maximum entitlement of twelve (12) months. In the event that such NEO is terminated for cause, such NEO will receive payment of any salary and vacation pay earned up to and including the date of termination. In such a situation, all other entitlements that such NEO may have as of the date of termination will be automatically extinguished, except for such minimum mandated entitlement, if any. Each NEO's employment agreement also states that in the event of a restatement of financial results of the Company as a result of material noncompliance or serious misconduct, the value of any incentive compensation paid to such NEO in the twenty-four (24) months prior to the restatement, shall be repaid to the Company by such NEO.

The following table provides details regarding the estimated incremental payments from the Company to each NEO on termination without cause, assuming termination occurred on December 31, 2022:

Name	Salary	All Other Compensation	Total Payment
Don Watts	$550,000	$193,894	$743,894
Jennifer Foster	$207,500	Nil	$207,500
Dr. Alexander Dobranowski	$175,000	Nil	$175,000
Mr. G. Scott Nirenberski	$150,000	Nil	$150,000
Ms. Madeline Walker	$300,000	Nil	$300,000

Director Compensation

The Board, through the Compensation Committee, is responsible for reviewing and approving the directors' compensation arrangements and any changes to those arrangements. The Compensation Committee establishes the compensation arrangements for each director that is not an employee of the Company or one of its affiliates. The directors' compensation program is designed to attract and retain the most qualified individuals to serve on the Board. The non-executive directors, other than the Co-Chairs of the Board, are paid an annual retainer of $30,000. The Co-Chairs of the Board each receive an annual retainer of $45,000. Each of the directors received an initial grant of DSUs in 2021 worth an amount equal to such director's annual retainer divided by the $5.00/share initial IPO price. The Lead Director (as defined in Schedule A) and committee chairs and committee members receive an additional retainer between $3,000 and $15,000 in annual retainer fees depending on the complexity of the role and the expected time commitment to fulfill that role. The Company compensates members of the Board with an annual retainer for their roles as both directors and committee members, rather than by way of per meeting fees.

The Equity Incentive Plan permits non-employee directors to receive all or a portion of such non-employee director's annual retainer, if eligible, through the grant of DSUs. Such DSUs will generally be fully vested at the time of their issuance and are settled on the third business day following the retirement of the applicable director or at the time the applicable director otherwise ceases to hold office or their engagement is terminated, subject to payment or other satisfaction of all related withholding obligations in accordance with the provisions of the Equity Incentive Plan.

The Compensation Committee established a share ownership guideline pursuant to which directors hold Class A Subordinate Voting Shares and DSUs have a minimum value of three (3) times their annual retainer, within five (5) years of first being elected to the Board.

Director Summary Compensation

The following table presents the compensation provided to the non-NEO directors for the year ended December 31, 2022:

Name	Fees earned ($)	Share-based awards ($)[1]	Option-based awards ($)	Non-equity incentive plan compensation ($)	Pension value ($)	All other compensation ($)	Total ($)
Kingsley Ward	Nil	$46,139	Nil	Nil	Nil	Nil	$46,139
Anthony Lacavera	Nil	$27,941	Nil	Nil	Nil	Nil	$27,941
Bashar Al-Rehany	Nil	$39,154	Nil	Nil	Nil	Nil	$39,154
Dr. Sven Grail	$12,500	$46,235	Nil	Nil	Nil	Nil	$58,753
Dr. George Christodoulou	$12,500	$43,345	Nil	Nil	Nil	Nil	$55,845
Dr. Robert Francis	Nil	$22,058	Nil	Nil	Nil.	Nil.	$22,058

Notes:

(1) Share-based awards in this table are valued as at their date of grant.

Incentive Plan Awards

The following table presents all the Awards outstanding for each of the directors as at December 31, 2022:

	Option-based Awards				Share-based Awards		
Name	Number of securities underlying unexercised options (#)	Option exercise price ($)	Option expiration date	Value of unexercised in-the-money options ($)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested ($)	Market or payout value of vested share-based awards not paid out or distributed ($)[1]
Kingsley Ward	Nil	N/A	N/A	Nil	Nil	Nil	$46,139
Anthony Lacavera	Nil	N/A	N/A	Nil	Nil	Nil	$27,941
Bashar Al-Rehany	Nil	N/A	N/A	Nil	Nil	Nil	$39,154

Dr. Alex Dobranowski	973,333	$5.00	Jan 6, 2026	Nil	Nil	Nil	Nil
Dr. Sven Grail	486,667	$5.00	Jan 6, 2026	Nil	Nil	Nil	$46,235
Dr. George Christodoulou	486,667	$5.00	Jan 6, 2026	Nil	Nil	Nil	$43,345
Dr. Robert Francis	Nil	N/A	N/A	Nil	Nil	Nil	$22,058

Notes:

(1) Share-based awards in this table are valued as at December 31, 2022.

Incentive Plan Awards – Value Vested or Earned

The following table presents the value vested or earned during the year ended December 31, 2022 for each of the option-based Awards, share-based Awards, and non-equity incentive plan compensation awarded to each of the Company's directors:

Name	Option-based Awards – value vested during the year ($)	Share-based Awards – value vested during the year ($)[1]	Non-equity incentive plan compensation – value earned during the year ($)
Kingsley Ward	Nil	$46,139	Nil
Anthony Lacavera	Nil	$27,941	Nil
Bashar Al-Rehany	Nil	$39,154	Nil
Dr. Alex Dobranowski	Nil	Nil	Nil
Dr. Sven Grail	Nil	$46,235	Nil
Dr. George Christodoulou	Nil	$43,345	Nil
Dr. Robert Francis	Nil	$22,058	Nil

Notes:

(1) Share-based awards in this table are valued as at their vesting date.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following chart details the number of Class A Subordinate Voting Shares to be issued upon the exercise of outstanding securities issued under the Company's Equity Incentive Plan and as Inducement Options, the weighted average exercise price of such securities and the number of Class A Subordinate Voting Shares remaining available for issuance under the Equity Incentive Plan or as Inducement Options as at December 31, 2022:

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights ($)	Number of securities, remaining available for future issuance under equity compensation plans (excluding securities reflected in first column)
Equity compensation plans approved by securityholders	4,701,000	$3.85	50,945
Equity compensation plans not approved by securityholders	-	-	981,670[(1)]
Total	4,701,000	$3.85	1,667,647

Notes:

(1) Reflects the number of Inducement Options that could be issued without exceeding the applicable cap. See "*4. Long-term Incentives – Other*" for more details.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of MCI's directors or executive officers, nor any associate of such director or executive officer is indebted to the Company or its subsidiary or has any indebtedness to another entity that is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company or its subsidiary.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Dr. Christodoulou and Dr. Grail, directors, Co-Chairs and control persons of the Company, each have an interest in the transactions contemplated by the Debt Resolution Agreement, as they control FCW. Additionally, Mr. Kingsley Ward and Mr. Anthony Lacavera, directors of the Company, each have an interest in the Debt Resolution Agreement as they each have a 1/6th financial interest in the New Facility. Dr. Robert Francis, a director of the Company, also has an interest in the Debt Resolution Agreement, as he will acquire certain securities of the Non-Core Assets as a result of an anticipated follow-on transaction with FCW. As such, the Debt Resolution Agreement and transfer of the Non-Core Assets to FCW constitutes a related party transaction under MI 61-101. The transfer of the Non-Core Assets to FCW in satisfaction of the New Facility has been unanimously approved by those directors of the Company who do not have an interest in the Debt Resolution Agreement, with interested directors abstaining from voting and deliberations on the approval. The Company has also sought and obtained written consents to the transfer of the Non-Core Assets from disinterested Shareholders of the Company holding securities entitled to more than 70% of the votes attributable to all issued and outstanding securities of the Company, excluding those held or controlled by parties with an interest in FCW, the transfer of the Non-Core Assets or the New Facility. See *Item Six – Strategic Transaction with WELL Health Technologies Corp.* above for additional details on the Debt Resolution Agreement.

Dr. Christodoulou and Dr. Grail also each have an interest in the transactions contemplated by the Call Option Agreement, as they hold the Shares that WELL has the right to purchase pursuant to the Call Option. The Call Option Agreement has been unanimously approved by those directors of the Company who do not have an interest in the Call Option Agreement, with interested directors abstaining from voting and deliberations on the approval. See *Item Six – Strategic Transaction with WELL Health Technologies Corp.* above for additional details on the Call Option Agreement.

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

Other than as described above see – *Interests of Informed Persons in Material Transaction,* management is not aware of any material interest, directly or indirectly, by way of beneficial ownership of securities or otherwise of any person who has been a director or officer of the Company at any time since the beginning of the last financial year, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing, in any matter to be acted upon at the Meeting other than the election of certain of such individuals as directors**.**

STATEMENT OF CORPORATE GOVERNANCE

General

The securities regulatory authorities in Canada adopted NI 58-101 and National Policy 58-201 – *Corporate Governance Guidelines* ("**NP 58-201**"). NP 58-201 contains a series of guidelines for effective corporate governance. The guidelines deal with such matters as the constitution and independence of corporate boards, their functions, the effectiveness and education of Board members and other items dealing with sound corporate governance. The disclosure set out below includes disclosure required by NI 58-101 describing the Company's approach to corporate governance.

Board of Directors

Composition of the Board

Under the Articles, the Board is to consist of a minimum of three (3) and a maximum of ten (10) directors as determined from time to time by the Board. The directors are appointed at an annual general meeting of Shareholders and the term of office for each of the directors will expire at the time of the Company's next annual Shareholders meeting. The By-Laws provide that, between annual general meetings of Shareholders, the directors may appoint one or more additional directors so appointed, but the number of additional directors so appointed may not at any time exceed one-third of the number of current directors who were elected or appointed other than as additional directors.

The Board is currently comprised of seven (7) directors: Dr. Sven Grail, Dr. George Christodoulou, Mr. Kingsley Ward, Dr. Alexander Dobranowski, Mr. Anthony Lacavera, Mr. Bashar Al-Rehany, and Dr. Robert Francis.

Director Tenure

In accordance with the By-Laws, it is expected that each of the proposed directors of the Company will serve until the close of the next annual meeting of holders of the Company's voting Shares or until his or her successor is elected or appointed. The Board is not expected to adopt a term limit for directors. The Board believes that the imposition of director term limits may discount the value of experience and continuity amongst Board members and runs the risk of excluding experienced and potentially valuable Board members. The Board relies on an annual director assessment procedure, as more fully described below, in evaluating Board members, and believes that it can best strike the right balance between continuity and fresh perspectives without mandated term limits.

Independence

For the purposes of this disclosure, the applicable meaning of "independent" is that which is provided in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**").

Four of the seven members of the Board are "independent", within the meaning of NI 52-110. The Board has determined that none of Messrs. Kingsley Ward, Anthony Lacavera, Bashar Al-Rehany and Dr. Robert Francis has a material relationship with the Company that could be reasonably expected to interfere with the exercise of their respective independent judgement. Further, none of the circumstances set out in Sections 1.4 and 1.5 of NI 52-110 apply to any of Messrs. Kingsley Ward, Anthony Lacavera, Bashar Al-

Rehany and Dr. Robert Francis. In addition, the Board has considered that none of Messrs. Kingsley Ward, Anthony Lacavera, Bashar Al-Rehany and Dr. Robert Francis exercise control over the Company by virtue of beneficial ownership of the Company's securities or any relationship with a beneficial owner thereof, and accordingly the Board does not consider that any such security holdings or relationships will interfere with the exercise of their respective independent judgement. Dr. Sven Grail, Dr. George Christodoulou and Dr. Alexander Dobranowski, are not considered "independent" because they also function as NEOs of the Company or, in the cases of Dr. Sven Grail and Dr. George Christodoulou, by virtue of their shareholdings in the Company.

Directorships

Certain members of the Board are also members of the board of directors of other reporting issuers, as noted below:

Name of Director	Name(s) of Reporting Issuer(s) and Exchange
Kingsley Ward	Data Communications Management (TSX: DCM)
	Dominion Lending Centres Inc. (TSX: DLCG)
	Simply Better Brands Corp. (TSXV: SBBC)
	GT Holdings Corp. (Unlisted)
Anthony Lacavera	Yooma Wellness Inc. (CSE: YOOM)
	GT Holdings Corp. (Unlisted)

The Board has not adopted a director interlock policy, but is keeping informed of other public directorships held by its members.

Meetings of the Board

The mandate of the Board (the "**Board Mandate**") requires that the Board meet as many times as it considers necessary to carry out its responsibilities effectively, and at a minimum on a quarterly basis, and that all Board meetings include meetings of independent directors without any members of management present to allow for open discussions between such independent directors. In addition to formal meetings, the Board also fulfills its responsibilities from time to time through informal meetings, smaller group sessions and written resolutions. During the financial year ended December 31, 2022, five Board meetings were held. The number of meetings that were attended by each director is as follows: (a) Dr. Grail, Dr. Dobranowski and Mr. Ward attended five meetings, (b) Dr. Francis and Mr. Al-Rehany attended four meetings, and (c) Dr. Christodoulou attended three meetings.

Meetings of Independent Directors

In the course of meetings of the Board or of committees of the Board, the independent directors hold meetings, or portions of such meetings, at which neither non-independent directors nor officers of the Company are in attendance.

If a director or officer holds an interest in a transaction or agreement under consideration at a Board meeting or a meeting of a committee of the Board, that director or officer shall not be present at the time the Board or committee deliberates such transaction or agreement and shall abstain from voting on the matter, subject to certain limited exceptions provided for in the CBCA.

Lead Director

Mr. Kingsley Ward has been appointed as the Lead Director by the Board and is responsible for ensuring that the independent directors have opportunities to meet without management and non-independent directors, as required. The Lead Director is appointed and replaced from time to time by a majority of independent directors and is an independent director. Discussions among the independent directors will be led by the Lead Director who will provide feedback subsequently to the Co-Chairs of the Board.

Position Descriptions

The Board has developed and implemented written descriptions for the Lead Director and the Chair of each committee of the Board. The committee Chairs are expected to supervise the activities of their respective committees and to ensure that such committees are taking all steps necessary to fulfill their respective mandates. In addition, the Board, in conjunction with the CEO, has developed and implemented a written position description for the role of the CEO who is primarily responsible for the overall management of the business and affairs of the Company, including establishing the strategic and operational priorities of the Company and providing leadership for the effective overall management of the Company.

The position descriptions for the Lead Director, committee Chairs, and CEO are set out below:

Chair of the Board, Lead Director and Committee Chairs

Dr. Grail and Dr. Christodoulou are the Co-Chairs of the Board. A written position description for the Chair or Co-Chairs, as the case may be, is included as part of the mandate of the Board, which sets out the position's key responsibilities, including duties related to working with senior management, Board meetings, Shareholders' meetings, director development and communication with Shareholders and regulators. The Board also adopted a position description for the Lead Director setting out the Lead Director's responsibility for ensuring that the independent directors have opportunities to meet without management and non-independent directors, as required. The charters for the standing committees of the Board include each committee chairman's responsibilities, including chairing committee meetings and working with the respective committee and management to ensure, to the greatest extent possible, the effective functioning of the committee. These charters and position descriptions are considered by the Board for approval annually.

CEO

Dr. Alexander Dobranowski is the Company's CEO. The primary functions of the CEO are to lead the management of the Company's business and affairs and to lead the implementation of the resolutions and the policies of the Board. The Board has developed a written position description for the CEO which sets out the CEO's key responsibilities, including duties relating to strategic planning, operational direction and interaction with the Board and communication with Shareholders. The CEO position description is considered by the Board for approval annually.

Board Mandate

The Board Mandate compels the Board to provide oversight for the Company and to act honestly and in good faith with a view to its best interests. The Board's responsibility is to supervise and oversee management of the Company in accordance with the highest standards of ethical conduct and to act with a view to the best interests of the Company and its Shareholders. The Board acts in accordance with the Articles and By-Laws, as well as with other applicable laws and Company policies. The Board discharges its responsibilities both directly and through the work performed by its standing committees, as well as any other committees appointed from time to time on an ad hoc basis. The Board reviews and approves any transactions and decisions that fall within its approval mandate in advance and reviews the results of these decisions on a regular basis. The Board is also responsible for reviewing its size and the compensation paid to its members to ensure that the Board can fulfill its duties effectively and that its members are adequately compensated for assuming the risks and carrying out the responsibilities of their positions.

A copy of the Board Mandate is available on the Company's website at www.mcionehealth.com, and the full text of the Board Mandate is reproduced in its entirety in Schedule "A" attached hereto.

Committees of the Board

In addition to the Audit Committee, which is required by Canadian securities law for all reporting issuers, the Board has established the Compensation Committee and the Corporate Governance and Nominating Committee. The Board has implemented charters for each of its standing committees, each of which are available on the Company's website at www.mcionehealth.com. The Board delegates to the applicable committee those duties and responsibilities set out in each standing committee's charter and the charters that are reviewed annually by the Board.

Audit Committee

(i) Responsibilities and Authority

The Audit Committee's primary responsibility is to assist the Board in discharging its oversight responsibilities with respect to financial matters and compliance with laws and regulations. The Audit Committee's specific responsibilities with respect to its oversight of financial matters include, among other things:

(a) recommend the appointment, compensation, retention, and, where appropriate, replacement, of the Company's external auditor, and oversee such external auditor;

(b) participate in the identification of candidates for the positions of CFO and the manager of the Company's internal auditing function;

(c) review periodically with the Company's senior management team the Company's disclosure controls and procedures;

(d) discuss periodically with the Company's senior management team and the Company's external auditor the quality and adequacy of the Company's internal controls and internal auditing procedures;

(e) review periodically with the Company's senior management team and the Company's external auditor the quality, as well as acceptability, of the Company's critical accounting policies and estimates;

(f) approve, in advance, all audit services and all permitted non-audit services to be provided to the Company by the external auditor;

(g) review with the Company's counsel, senior management team, and external auditor any financial disclosure and recommend such disclosure to the Board for approval;

(h) review and make recommendations with respect to any litigation, claim or contingency that could have a material effect upon the financial position of the Company and the appropriateness of the disclosure thereof in the documents reviewed by the Audit Committee;

(i) review and make recommendations regarding insurance coverage (annually or as may be otherwise appropriate); and

(j) review and reassess at least annually the adequacy of the Audit Committee Charter and recommend any proposed changes to the Board for approval.

In accordance with the Audit Committee Charter, the Audit Committee also has the authority to:

(k) engage independent counsel and other advisors as it determines necessary to carry out its duties;

(l) set and pay the compensation for any advisors employed by the Audit Committee; and

(m) communicate directly with internal and external auditors.

(ii) Composition of the Audit Committee and Independence

The members of the Audit Committee are Mr. Kingsley Ward, Mr. Bashar Al-Rehany and Mr. Anthony Lacavera. Each of the members of the Audit Committee are "independent" within the meaning of NI 52-110. The Board has determined that each of Messrs. Ward, Lacavera and Al-Rehany do not have a material relationship with the Company that could be reasonably expected to interfere with the exercise of their respective independent judgement. Further, none of the circumstances set out in Sections 1.4 and 1.5 of NI 52-110 apply to Messrs. Ward, Lacavera and Al-Rehany. In addition, the Board has determined that none of Messrs. Ward, Lacavera and Al-Rehany exercise control over the Company by virtue of beneficial ownership of the Company's securities or any relationship with a beneficial owner thereof, and accordingly the Board of Directors does not consider that any such security holdings or relationships will interfere with the exercise of their respective independent judgement.

(iii) Relevant Education and Experience

Each of the current and expected members of the Audit Committee are also "financially literate" within the meaning of NI 52-110. For the purposes of NI 52-110, 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 level of complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements. All current and expected members of the Audit Committee have experience reviewing financial statements and dealing with related accounting and auditing issues. The education and experience of each member of the Audit Committee relevant to the performance of his or her duties as a member of the Audit Committee can be found under "*Particulars of Matters to be Acted Upon – Election of the Board – Biographies*".

All members of the Audit Committee have experience reviewing financial statements and dealing with related accounting and auditing issues. Specifically, all three members of the Audit Committee have been senior officers and/or directors of publicly traded companies or have been business executives, in each case with the responsibility of performing financial functions, for a number of years. In these positions, each such director has been responsible for receiving financial information relating to the entities of which they were directors, officers or executives. They have, or have developed, an understanding of financial statements generally and of how statements are used to assess the financial position of a company and its operating results. Each member of the Audit Committee also has a significant understanding of the business in which the Company is engaged and has an appreciation for the relevant accounting principles used in the Company's business.

Further, each member has the requisite education and experience that has provided the member with: (i) an understanding of the accounting principles used by the Company to prepare the Company's financial statements; (ii) the ability to assess the general application of the above-noted principles in connection with estimates, accruals and reserves; (iii) 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 Company's financial statements, or experience actively supervising individuals engaged in such activities; and (iv) an understanding of internal controls and procedures for financial reporting.

(iv) Audit Committee Oversight

Since the commencement of MCI's most recently completed financial year, the Audit Committee has not made any recommendations to nominate or compensate an external auditor which were not adopted by the Board.

(v) Reliance on Certain Exemptions

Except as set out below, since the commencement of MCI's most recently completed financial year, MCI has not relied upon:

(a) the exemption in Section 2.4 *(De Minimis Non-Audit Services)* of NI 52-110;

(b) the exemption in Section 3.4 *(Events Outside Control of Member)* of NI 52-110;

(c) the exemption in Section 3.5 *(Death, Disability or Resignation of Member)* of NI 52-110; or

(d) an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110 *(Exemptions)*.

(vi) Pre-Approval Policies and Procedures

The Audit Committee Charter includes responsibilities regarding the provision of non-audit services by MCI's external auditors. This policy encourages consideration of whether the provision of services other than audit services is compatible with maintaining the auditor's independence. Through the Audit Committee Charter, the Audit Committee is informed of each non-audit service, and is required to pre-approve such services, provided that any non-audit services performed pursuant to an exception to the pre-approval requirement permitted by applicable securities regulators shall not be deemed unauthorized and as permitted under the rules of professional conduct of the Chartered Professional Accountants of Ontario. These responsibilities cannot be delegated to the Company's senior management team.

(vii) External Auditors Service Fees (By Category)

Fees billed by BDO in the years ended December 31, 2022 and 2021 were $556,126 and $496,372, respectively, as detailed below. "Audit fees" refers to the aggregate fees billed by the external auditor for audit services. "Audit related fees" refers to aggregate fees billed for assurance and related services by the Company's external auditor that are reasonably related to the performance of the audit or review of the financial statements and not reported under audit fees including the review of interim filings and travel related expenses for the annual audit. "Tax fees" includes fees for professional services rendered by the external auditor for tax compliance, tax advice, and tax planning. "All other fees" includes all fees billed by the external auditors for services not covered in the other three categories.

Nature of Fees	Year Ended December 31, 2022	Year Ended December 31, 2021
Audit Fees	$386,582	$342,552
Audit-Related Fees	$169,544	$153,820
Tax Fees	$0	$0
All Other Fees	$0	$0
	TOTAL: $556,126	**TOTAL: $496,372**

(viii) Other Information Concerning the Audit Committee

For additional information concerning the Company's Audit Committee, including a copy of the Audit Committee Charter, please refer to the Company's Annual Information Form dated March 31, 2023, a copy of which is available under the Company's SEDAR profile at www.sedarplus.ca or on the Company's website at www.mcionehealth.com.

Human Resources and Compensation Committee

The Board has established a standing committee named the Compensation Committee. The members of the Compensation Committee are Kingsley Ward, Dr. Grail and Anthony Lacavera. Each member of the Compensation Committee are "independent" (other than Dr. Grail) within the meaning of NI 52-110.

The Compensation Committee fulfills its responsibility by overseeing the development and regular assessment of the Company's compensation structure for directors and members of senior management. See "Statement of Executive Compensation – Compensation Governance – Human Resources and Compensation Committee" in this Management Information Circular for further information.

Corporate Governance and Nominating Committee

The Board established a standing committee named the Corporate Governance and Nominating Committee. The members of the Corporate Governance and Nominating Committee are Bashar Al-Rehany, Anthony Lacavera and Kingsley Ward. Each of the members of the Corporate Governance and Nominating Committee are "independent" within the meaning of NI 52-110.

The Corporate Governance and Nominating Committee fulfills its responsibility by performing the following primary functions:

(i) monitoring the composition and performance of the Board and its standing committees;

(ii) overseeing the development and regular assessment of the Company's approach to corporate governance issues, and ensuring that such approach supports the effective functioning of the Company with a view to the best interests of the Company;

(iii) the development and regular assessment of the performance of senior management;

(iv) developing and recommending to the Board criteria for selecting board and committee members;

(v) establishing procedures for identifying and evaluating director candidates, including nominees recommended by Shareholders;

(vi) identifying individuals qualified to become board members;

(vii) recommending to the Board the persons to be nominated for election as directors and to each of the Board's committees;

(viii) reviewing and making recommendations to the Board regarding the appointment and succession of the Company's directors and officers;

(ix) developing and recommending to the Board a code of business conduct and ethics and a set of corporate governance guidelines; and

(x) acting in a general advisory capacity to the Board.

The Corporate Governance and Nominating Committee annually reviews and assesses the performance goals and objectives relevant to the CEO, the CFO and other members of senior management, and recommend any changes to such goals and objectives to the Board for consideration. The Corporate Governance and Nominating Committee also reviews and assesses the Company's succession plan for the CEO, CFO, and other members of senior management.

The Corporate Governance and Nominating Committee is responsible for recommending to the Board nominees for election or appointment as directors, as the case may be, in accordance with the provisions of applicable corporate law and the charter of the Corporate Governance and Nominating Committee.

The Corporate Governance and Nominating Committee is unconstrained with respect to its recommendations for any available director positions not subject to the nomination rights of Shareholders. It is expected that the Compensation and Corporate Governance Committee will consider the competencies and skills that the Board considers to be necessary for the Board as a whole to possess, the competencies and skills that the Board considers each existing director to possess, and the competencies and skills each new nominee will bring to the boardroom. The Corporate Governance and Nominating Committee is

expected to also consider the amount of time and resources that nominees have available to fulfill their duties as a member of the Board.

The Chair of the Corporate Governance and Nominating Committee, Mr. Bashar Al-Rehany, is an independent director, and he leads any nominating process in accordance with and pursuant to the criteria for Board membership as set forth in the charter of the Corporate Governance and Nominating Committee.

Board Nominations

The Corporate Governance and Nominating Committee is tasked with seeking and evaluating suitable candidates to serve on the Board. In so doing, the Corporate Governance and Nominating Committee: (i) considers what competencies and skills the Board, as a whole, should possess; (ii) assesses what competencies and skills each existing director possesses; (iii) recommends to the Board the necessary and desirable competencies of directors, taking into account the Company's strategic direction and changing circumstances and needs; (iv) identifies individuals qualified to become new Board members and recommending to the Board the new director nominees for the next annual general meeting of Shareholders; and (v) annually conducts, reviews and reports to the Board the results of an assessment of the Board's performance and effectiveness.

To assist the Corporate Governance and Nominating Committee's task in assessing the contribution of individual directors and in the creation of a more transparent, effective corporate governance culture, the Board enacts the compensation structure more fully described under "*Director Compensation*".

Board and Senior Management Diversity

MCI recognizes and embraces the benefits of having diversity on the Board and in its senior management. The Company believes that having a diverse Board and executive team offers a depth of perspective that enhances Board and management operations and performance. The Company further believes that having a diverse and inclusive organization overall is beneficial to its success, and the Company is committed to diversity and inclusion at all levels of the Company to ensure that it attracts, retains and promotes the brightest and most talented individuals.

The Corporate Governance and Nominating Committee values diversity of experience, perspective, education, background, race, gender and national origin as part of its overall evaluation of director nominees for election or re-election and the Board and the Corporate Governance and Nominating Committee values the same as part of their respective evaluation of candidates for executive positions. This will be achieved through ensuring that diversity considerations are taken into account to fill vacancies, continuously monitoring the level of women, members of visible minorities, aboriginal persons and persons with disabilities represented on our Board and in our executive team, continuing to broaden recruiting efforts to attract and interview qualified female candidates, and committing to retention and training to ensure that our most talented employees are promoted from within our organization. The Company has a written diversity policy in place, but the Board is in the process of considering and revising its diversity measures and objectives and may amend that policy to ensure the implementation that would be most appropriate for the Company at its current stage.

The Board and the Corporate Governance and Nominating Committee consider merit as the key requirement for Board and executive appointments that the Board is permitted to make, and as such, it is not expected to adopt a target regarding women, aboriginal persons, members of visible minorities and persons with disabilities in executive officer positions or as directors of the Company. The Company has one woman acting as an executive officer on behalf of the Company (representing approximately 33% of the Company's executive officers), and does not currently have any women sitting on the Board. During the financial year ended December 31, 2022, the Company had one member of a visible minority acting as an executive officer or sitting on the Board, and no aboriginal persons or persons with disabilities in those roles.

With respect to the Board composition, on an annual basis, the Corporate Governance and Nominating Committee: (i) assesses the effectiveness of the Board appointment/nomination process at achieving the

Company's diversity objectives; (ii) measures the annual and cumulative progress in achieving its gender diversity targets, if targets have been adopted; and (iii) monitors implementation of the policy. Currently, the Board does not believe that targets or strict rules set out in a formal policy necessarily result in the identification or selection of the best candidates. At any given time, the Board may seek to adjust one or more objectives concerning its diversity and measure progress accordingly.

With respect to senior management appointments, on an annual basis, the Corporate Governance and Nominating Committee: (i) assesses the effectiveness of the senior management appointment process at achieving the Company's diversity objectives; (ii) considers and, if determined advisable, recommends to the Board for adoption, measurable objectives for achieving diversity in senior management; and (iii) monitors implementation of the policy. At any given time, the Board may seek to adjust one or more objectives concerning senior management diversity and measure progress accordingly.

Orientation and Continuing Education

The Board consists of directors who are familiar with the industry or who bring particular expertise to the Board from their professional experience. New directors are expected to participate in an initial information session on the Company in the presence of its senior executive officers to learn about, among other things, the business of MCI, its financial situation and its strategic planning. Each new director meets with the Chair of the Company's Board, the Lead Director, individual directors and members of the senior management team to discuss the Company's business and activities. Orientation is designed to assist the directors in fully understanding the nature and operation of the Company's business, the role of the Board and its committees, and the contributions that individual directors are expected to make, including the time and effort the Company expects them to devote to the execution of their functions.

All directors receive a record of public information about the Company, as well as other relevant corporate and business information including corporate governance practices of the Company, the structure of the Board and its standing committees, its corporate organization, the charters of the Board and its standing committees, the Company's Articles, the Code (as defined below) and other relevant corporate policies. Senior management makes regular presentations to the Board on the main areas of the business and the directors have the opportunity to ask questions.

In addition, the Company reviews, monitors, and makes recommendations with respect to director continuing education opportunities designed to maintain or enhance the skills and abilities of the Company's directors and to ensure that their knowledge and understanding of the Company's business remains current. The Board encourages directors to take relevant training programs offered by different regulatory bodies and educational service providers and industry associations, and gives them the opportunity to expand their knowledge about the nature and operations of the Company's business.

Ethical Business Conduct and Code of Business Conduct and Ethics

A director, in the exercise of his or her functions and responsibilities, must act with complete honesty and good faith in the best interests of the Company. They must also act in accordance with the applicable laws, regulations and policies. In the event of a conflict of interest, a director is required to declare the nature and extent of any material interest they have in any important contract or proposed contract of the Company, as soon as they have knowledge of the agreement or of the Company's intention to consider or enter into the proposed contract. In such circumstances, the director in question shall abstain from voting on the subject.

The Company has a code of business conduct and ethics (the "**Code**") for directors, officers, employees and consultants. Directors and executive officers are required by applicable law and the Company's corporate governance practices and policies to promptly disclose any potential conflict of interest that may arise. If a director or executive officer has a material interest in an agreement or transaction, applicable law and principles of sound corporate governance require them to declare the interest in writing and, where required by applicable law, to abstain from voting with respect to such agreement or transaction.

The Board monitors compliance with the Code by delegating responsibility for investigating and enforcing matters related to the Code to management, who reports breaches of the Code to the appropriate officer of the Company. Certain of the matters covered by the Code are also subject to the Audit Committee's oversight.

The Board also delegates the communication of the Code to employees and to management who are expected to encourage and promote a culture of ethical business conduct. Employees and consultants of MCI are required to immediately report any such conflicts of interest to their direct supervisor, a member of the human resources team or a senior executive officer. The Code also sets out: (i) standards for the Company's and its employees' relationships with patients and others; (ii) standards for the accuracy of the Company's books and records and the provision of information to external auditors; and (iii) rules regarding the ownership, protection and proper use of the Company's assets.

Any waiver of the Code's provisions in respect of a director or officer must be approved by the Board, and the CEO may approve waivers in respect of employees and consultants, and must report such waivers to the Board.

A copy of the Code is available on the Company's website at www.mcionehealth.com.

Assessments

As described above, the Corporate Governance and Nominating Committee is responsible for overseeing and assessing the functioning of the Board and the committees of the Board. The Corporate Governance and Nominating Committee annually reviews and evaluates and makes recommendations to the Board with regard to the size, composition and role of the Board and its standing committees (including any additional committees to be established) and the methods and processes by which the Board, committees and individual directors fulfill their duties and responsibilities, including the methods and processes for evaluating Board, committee and individual director effectiveness.

Social Networking Policy

The Company has established a social networking policy (the "**Policy**") whereby employees are required to be sensitive and mindful of content posted on employee publications such as personal blogs or social networks. Under the Policy, such content must be created and maintained on the employees' own personal computer and on their own time outside of the workplace, and must comply with the Company's image or reputation. Published material that is considered offensive, demeaning or insulting to the Company is in contravention of the Policy.

The Policy prohibits employees from engaging in any form of libel, slander, intimidation, harassment or threats towards any other employee, physician, patient, supplier or affiliate of the Company on any social network sites or any blogs. Further, employees must ensure that confidential, proprietary, copyrighted or other sensitive information related to the Company does not appear on any social network sites or any blogs, unless with the specific written permission from the COO of the Company. Discussions regarding employees, patients, and corporate customers are considered a breach of confidentiality under the Policy.

The Company also reserves the right to investigate or take legal action, where a breach of the Policy has occurred. In addition, employees are encouraged to address work concerns with the appropriate authority of the Company, which includes the Clinic Manager, Regional Manager, human resources, and the President.

Timely Disclosure, Confidentiality and Insider Trading

The Company has adopted a disclosure policy that extends to all employees of the Company, the Board, those authorized to speak on its behalf and all other insiders. Pursuant to the disclosure policy, the Board delegates to a committee responsibility for overseeing the Company's disclosure practices. Among other things, the committee is responsible for ensuring appropriate systems, processes and controls for

disclosure will be in place.

The disclosure policy addresses, among other things, disclosure of documents filed with securities regulators, financial and non-financial documents, including management's discussion and analysis and news releases. All material information must be publicly disclosed immediately via news release, subject to limited exceptions such as confidential information, in which case appropriate confidential filings will be made, or if the disclosure would be unduly detrimental to the Company. The disclosure policy also institutes standards and procedures to prevent the misuse or inadvertent disclosure of material information such as restricting access to documents and files containing confidential information on a "need to know" basis. Further, to ensure the investing community, regulators, and the media, are receiving consistent and accurate information, the Company designated the CEO, CFO and Co-Chairs of the Board to be the Company's spokespersons.

The Company also adopted an insider trading policy that applies to all directors, officers, employees and consultants of the Company, and to all others who have material non-public information about the Company. The insider trading policy prohibits persons in a special relationship with the Company to purchase or sell any securities of the Company with knowledge of material information that has not been publicly disclosed. Further, the insider trading policy prohibits the communication of material non-public information, from insiders to any person, including family members, neighbours, friends or acquaintances. The insiders are also prohibited from making any recommendations or express opinions on the basis of material non-public information for the purpose of or in the context of trading in the Company's securities.

All directors, officers, employees and consultants of the Company and others who have material non-public information about the Company are provided with a copy of the insider trading policy and are expected to comply with such policy.

The Company observes blackout periods prior to quarterly earnings announcements and when material changes are pending. Regular blackout periods commence after the close of each quarter just ended for the Company, which typically occurs a week or two after the end of such quarter, and end at the close of business on the second trading day following the issuance of a news release disclosing results for the quarter just ended. For material changes, the blackout period commences one trading day prior to the news release disclosing the material change and end one full trading day after the press release announcing the material change. In addition, insiders who are notified of a blackout period are prohibited from trading in securities of the Company during such blackout period.

ADDITIONAL INFORMATION

Additional information relating to MCI is available under the Company's SEDAR profile at www.sedarplus.ca or on the Company's website at www.mcionehealth.com.

Financial information is provided in the Company's Financial Statements for the years ended December 31, 2022 and 2021 and for the three- and six-month periods ended June 30, 2023 and 2022. Copies of the Financial Statements are posted on the Company's SEDAR profile at www.sedarplus.ca and are available upon request, free of charge, at the office of the Company by mail at 4881 Yonge Street, Suite 300, Toronto, ON, M2N 5X3.

SCHEDULE "A"

MANDATE OF THE BOARD OF DIRECTORS OF MCI ONEHEALTH TECHNOLOGIES INC.

1 PURPOSE

The members of the board of directors (the "**Board**") of MCI Onehealth Technologies Inc. (the "**Corporation**") are ultimately responsible for the stewardship of the Corporation's business and affairs. In exercising their powers and discharging their duties, the directors shall act honestly and in good faith with a view to the best interests of the Corporation and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

Although directors may be appointed or elected by the shareholders to bring special expertise or point of view to Board deliberations, they are not chosen to represent a particular constituency, and the best interests of the Corporation as a whole shall be paramount at all times.

Subject to the limitations set forth under applicable laws, the Board may discharge its responsibilities, including those listed below, through one or more Board committees. The Board shall have three standing committees: (i) the Audit Committee, (ii) the Human Resources and Compensation Committee and (iii) the Corporate Governance and Nominating Committee (together, the "**Standing Committees**"). In addition to the Standing Committees, the Board may appoint ad hoc committees periodically to address certain issues of a more short-term nature.

2 COMPOSITION, TERM AND INDEPENDENCE

2.1 Board composition

Subject to the Corporation's constating documents and applicable laws, the Board shall be comprised of a minimum of one (1) and a maximum of ten (10) directors. The Board shall periodically review its size in light of its duties and responsibilities from time to time.

2.2 Board term

Subject to the Corporation's constating documents and applicable laws, directors shall be elected by the shareholders at each annual meeting of shareholders ("**AGM**") at which an election of directors is required, and shall hold office until the next AGM.

2.3 Independence

(a) The Board shall be comprised of a majority of independent directors. A director shall be considered independent if he or she would be considered independent for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices*.

(b) The Board shall appoint an independent lead director (the "**Lead Director**") from among the directors, who shall serve for such term as the Board may determine. If the Corporation has a non-executive Chair, then the role of the Lead Director will be filled by the non-executive Chair. The Lead Director or non-executive Chair shall chair any meetings of the independent directors and assume such other responsibilities as the independent directors may designate in accordance with any applicable position descriptions or other applicable guidelines that may be adopted by the Board from time to time.

3 MANDATE AND RESPONSIBILITIES

To fulfill its mandate, the Board assumes responsibility for the following matters:

3.1 Appointment of senior management

(a) The Board has the responsibility for (i) appointing the Chief Executive Officer ("**CEO**") and all other senior executives and delegating to the CEO and other senior executives the authority over the day-to-day management of the business and affairs of the Corporation, and (ii) assessing the performance of the CEO, following a review of the recommendations of the Corporate Governance and Nominating Committee. To the extent feasible, the Board shall satisfy itself as to the integrity

of the CEO and other executive officers and that the executive officers create a culture of integrity throughout the Corporation.

(b) The Board has the responsibility for determining the compensation to be paid to the CEO, and approving the compensation to be paid to all other executive officers following a review of the recommendations of the Human Resources and Compensation Committee and of the CEO (with respect to the other executive officers' compensation).

(c) The Board may, from time to time, delegate to executive officers the authority to enter into certain types of transactions, including financial transactions, subject to specified limits. Investments and other expenditures above the specified limits and material transactions outside the ordinary course of business shall be reviewed by, and subject to the prior approval of, the Board.

(d) The Board oversees that appropriate succession planning programs are in place, including programs to appoint, train, develop and monitor senior management.

3.2 Strategic planning

(a) The Board has the responsibility for adopting a strategic planning process and approving and reviewing, on at least an annual basis, the strategic direction of the Corporation and its business, operational, and financial plans. Such strategic planning shall take into account, among other things, the opportunities and risks of the Corporation's business and affairs.

(b) The Board has the responsibility for:

(i) adopting processes for monitoring the Corporation's progress toward its strategic and operational goals, and providing input and guidance to management in light of changing circumstances affecting the Corporation; and

(ii) taking action when the Corporation's performance falls short of its goals or when other special circumstances warrant.

3.3 Monitoring of financial performance and financial reporting

The Board has the responsibility for:

(a) approving the audited financial statements, interim financial statements and the notes and management's discussion and analysis accompanying such financial statements.

(b) reviewing and approving material transactions outside the ordinary course of business and those matters which the Board is required to approve under the Corporation's constating documents or applicable laws, including the payment of dividends, the issuance, purchase and redemption of securities, the acquisitions and dispositions of material capital assets and material capital expenditures.

(c) overseeing the accurate reporting of the financial performance of the Corporation to shareholders, other stakeholders and regulators (as applicable) on a timely basis; and

(d) overseeing that the financial results are reported fairly and in accordance with generally accepted accounting standards and disclosure requirements under applicable laws.

3.4 Risk management

The Board has the responsibility for:

(a) identifying, in conjunction with management, the principal risks of the Corporation's business and ensuring the implementation of appropriate systems to effectively monitor and manage such risks, with a view to balancing such risks against the potential shareholder returns and the long-term viability of the Corporation; and

(b) implementing a system of internal control measures, including management of all information systems, and ensuring that any remedial actions or adoption of new control measures are implemented effectively.

3.5 Corporate governance

(a) The Board has the responsibility for developing the Corporation's approach to corporate governance, including developing a set of corporate governance guidelines for the Corporation.

(b) Following a review of the recommendations of the Corporate Governance and Nominating Committee, the Board has the responsibility for approving and monitoring compliance with all of the Corporation's policies and procedures related to corporate governance.

3.6 Communications and stakeholder engagement

The Board has the responsibility for adopting a communications policy which addresses, among other things:

(a) the timely disclosure of any material changes, material facts and other developments that have a significant and material impact on the Corporation;

(b) how the Corporation interacts with analysts, investors, other key stakeholders and the public;

(c) determining who is authorized to communicate on behalf of the Corporation;

(d) measures for the Corporation to comply with its continuous and timely disclosure obligations and to avoid selective disclosure;

(e) understanding and enforcing the prohibition on tipping and restrictions on the purchase and sale of securities of the Corporation, including by insiders and other persons with a special relationship with the Corporation;

(f) the management and use of electronic communications channels, including the Corporation's website;

(g) reporting periodically, at least annually, to shareholders on its stewardship for the preceding year; and

(h) the Corporation's development of stakeholder engagement programs and the implementation of systems which accommodate feedback from stakeholders.

3.7 Orientation and continuing education

The Board has the responsibility for:

(a) developing a description of the expectations and responsibilities of directors, including basic duties and responsibilities with respect to attendance at Board meetings and advance review of meeting materials;

(b) ensuring that all new directors receive a comprehensive orientation, that they fully understand the role and duties of the Board, as well as the contribution individual directors are expected to make (including the commitment of time and resources that the Corporation expects from its directors) and that they understand the nature, operation and strategic direction of the Corporation's business; and

(c) providing continuing education opportunities for all directors, so that individuals may maintain or enhance their skills and abilities as directors, as well as ensuring that their knowledge and understanding of the Corporation's business, including opportunities and risks, remains current.

3.8 Nomination of directors

In connection with the nomination or appointment of directors, the Board has the responsibility for reviewing periodically, at least annually, what competencies and skills the Board, as a whole, should possess, and assessing what competencies and skills each existing director possesses, identifying any gaps while taking into account the Corporation's strategic direction and changing needs. In the course of this process, the members of the Board shall identify the strengths in a director that would benefit the Board and then seek out individuals who may possess such strengths.

3.9 Board evaluation

The Board has the responsibility for assessing periodically, at least annually, the Board, the Standing Committees and any other committee, and each individual director regarding his, her or its effectiveness and contribution. Such assessment will consider, in the case of the Board or any Standing Committee or any other committee, its performance against its mandate or charter and, in the case of an individual director, his or her attendance and against the competencies and skills each individual director is expected to bring to the Board.

The Chair of the Board, together with the independent Lead Director, if any, shall be responsible for assessing the effectiveness of the Board as a whole as well as individual Board members.

3.10 Role and responsibilities of the Chair of the Board

In addition to the duties and responsibilities of the Board generally, the Chair of the Board has the duties and responsibilities set out below.

(a) ***Working with Management***

The Chair has the responsibility to:

(i) act as the principal sounding board, counselor and confidant for the CEO, including helping to review strategies, define issues, maintain accountability, and build relationships;

(ii) in co-operation with the CEO, assist in representing the Corporation both internally and externally, including as a designated spokesman;

(iii) regularly communicate and ensure the CEO is aware of concerns of the Board, shareholders, other stakeholders and the public; and

(iv) assess, in conjunction with the Corporate Governance and Nominating Committee, the Human Resources and Compensation Committee and the Board, the performance of the CEO and other executive officers, and provide input with respect to compensation and succession.

(b) ***Managing the Board***

The Chair has the responsibility to:

(i) chair the Board;

(ii) ensure the Board is aware of its obligations to the Corporation, shareholders, management, other stakeholders and lead the Board in carrying out such obligations pursuant to applicable law;

(iii) establish, in conjunction with the Corporate Governance and Nominating Committee, the frequency of Board meetings and review such frequency from time to time, as considered appropriate or as requested by the Board;

(iv) recommend the committees of the Board and their composition, review the need for, and the performance and suitability of such committees and make such adjustments as are deemed necessary from time to time;

(v) ensure the co-ordination of the agenda, information packages and related events for Board meetings;

(vi) ensure the Board receives adequate and regular updates from the CEO and executive officers on all material issues relating to the Corporation;

(vii) act as a liaison and regularly communicate with all directors and committee chairs to coordinate input from directors, and optimize the effectiveness of the Board and its committees; and

(viii) in conjunction with the Human Resources and Compensation Committee and the Corporate Governance and Nominating Committee, review and assess director attendance, performance and compensation as well as the size and composition of the Board.

3.11 Corporate policies

The Board shall adopt and periodically review policies and procedures designed to ensure that the Corporation and its directors, officers and employees comply with all applicable laws, rules and regulations and conduct the Corporation's business ethically and with honesty and integrity.

4 MEETINGS

4.1 Meetings

Directors are expected to attend, in person or via tele- or video-conference, all meetings of the Board and the committees upon which they serve, to come to such meetings fully prepared, and to remain in attendance for the duration of the meeting. Where a director's absence from a meeting is unavoidable, the director should, as soon as practicable after the meeting, contact the Chair, the CEO, or the Secretary for a briefing on the substantive elements of the meeting.

Subject to the Corporation's constating documents and applicable laws, the time at which and the place where the meetings of the Board shall be held, the calling of meetings and the procedure at such meetings shall be determined by the Chair. The Board shall meet as many times as it considers necessary to carry out its responsibilities effectively and shall, in any event, meet at least once per quarter. Meetings of the Board will also include in-camera meetings of the independent members of the Board without management present.

4.2 Attendance

The Board Committee may invite such officers, directors or employees of the Corporation, financial, technical or legal advisors, or other persons as it sees fit, from time to time, to attend at meetings of the Board and to assist in the discussion of matters being considered by the Board.

4.3 Authority to engage advisors

The Board shall have the authority to engage, at the expense of the Corporation, such outside advisors as it determines necessary or advisable to carry out its duties, including legal, financial, technical and accounting advisors, and establish the compensation of such advisors.

4.4 Review

The Board shall review and assess the adequacy of this Mandate, taking into account the strategic direction of the Corporation, its changing needs, and propose recommended changes for approval.

This Mandate is not intended to give rise to civil liability on the part of the Corporation or its directors or officers to shareholders, other security holders, customers, suppliers, competitors, employees or other persons or to any other liability whatsoever on their part.

Effective Date: December 29, 2020

SCHEDULE "B"

AMENDED AND RESTATED SHARE TERMS

See attached.

The Articles of the Corporation are hereby amended:

- To add WELL Health Technologies Corp. as a "Permitted Holder" of the Class B Multiple Voting Shares.

- To add WELL Health Technologies Corp. as one of the persons whose Class A Subordinate Voting Share holdings count towards the 5% cancellation threshold for the Class B Multiple Voting Shares.

Following the implementation of these amendments, the amended and restated rights, privileges, restrictions and conditions attaching to the Class A Subordinate Voting Shares, the Class B Multiple Voting Shares and the Preferred Shares shall be as follows:

1. Class A Subordinate Voting Shares and Class B Multiple Voting Shares

The rights, privileges, restrictions and conditions attaching to the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares are:

1.1 ***Dividends; Rights on Liquidation, Dissolution, or Winding-Up***. The Class A Subordinate Voting Shares and the Class B Multiple Voting Shares shall be subject to and subordinate to the rights, privileges, restrictions and conditions attaching to the Preferred Shares and the shares of any other class ranking senior to the Class A Subordinate Voting Shares and the Class B Multiple Voting Shares, and the Class A Subordinate Voting Shares shall have the right to receive dividends and to receive the remaining property and assets of the Corporation on the liquidation, dissolution or winding-up of the Corporation, whether voluntarily or involuntarily, or any other distribution of assets of the Corporation among its shareholders for the purposes of winding up its affairs (the "Rights"). The Class B Multiple Voting Shares shall not be entitled to any Rights. For the avoidance of doubt, holders of Class A Subordinate Voting Shares shall, subject always to the rights of the holders of Preferred Shares and the shares of any other class ranking senior to the Class A Subordinate Voting Shares, be entitled to receive (i) such dividends as the Board of Directors of the Corporation shall determine, and (ii) in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntarily or involuntarily, or any other distribution of assets of the Corporation among its shareholders for the purposes of winding up its affairs, the remaining property and assets of the Corporation.

1.2. ***Meetings and Voting Rights***.

1.2.1. Each holder of Class B Multiple Voting Shares and each holder of Class A Subordinate Voting Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, except meetings at which only holders of another particular class or series shall have the right to vote. At each such meeting, each Class B Multiple Voting Share shall entitle the holder thereof to nine (9) votes and each Class A Subordinate Voting Share shall entitle the holder thereof to one (1) vote, voting together as a single class, except as otherwise expressly provided herein or as provided by law.

1.2.2. Neither the holders of the Class B Multiple Voting Shares nor the holders of the Class A Subordinate Voting Shares shall be entitled to vote separately as a class upon a proposal to amend the articles of the Corporation in the case

of an amendment referred to in paragraph (a) or (e) of subsection 176(1) of the *Canada Business Corporations Act* (the "Act"). Neither the holders of the Class B Multiple Voting Shares nor the holders of the Class A Subordinate Voting Shares shall be entitled to vote separately as a class upon a proposal to amend the articles of the Corporation in the case of an amendment referred to in paragraph (b) of subsection 176(1) of the Act unless such exchange, reclassification or cancellation: (a) affects only the holders of that class; or (b) affects the holders of Class A Subordinate Voting Shares and Class B Multiple Voting Shares differently, on a per share basis, and such holders are not otherwise entitled to vote separately as a class under any applicable law.

1.3. ***Subdivision or Consolidation****.* No subdivision or consolidation of the Class A Subordinate Voting Shares or the Class B Multiple Voting Shares shall be carried out unless, at the same time, the Class B Multiple Voting Shares or the Class A Subordinate Voting Shares, as the case may be, are subdivided or consolidated in the same manner and on the same basis.

1.4. ***No Conversion****.* Neither the Class A Subordinate Voting Shares nor the Class B Multiple Voting Shares can be converted into any other class of shares.

1.5. ***Conditions of Transfer and Automatic Cancellation.***

1.5.1. The Class B Multiple Voting Shares shall not be transferable, except (a) as part of a Transfer of Class A Subordinate Voting Shares by a holder of Class B Multiple Voting Shares to or from a Permitted Holder on a one-for-one basis or (b) to the Corporation for cancellation.

1.5.2. Subject to paragraph 1.5.1, upon the first date that a Class A Subordinate Voting Share is Transferred by a holder who also owns a Class B Multiple Voting Share (i) to someone other than to a Permitted Holder or (ii) from any such Permitted Holder back to such holder of Class A Subordinate Voting Shares and/or any other Permitted Holder of Class B Multiple Voting Shares, that will cause the holder to hold fewer Class A Subordinate Voting Shares than they hold Class B Multiple Voting Shares, then the number of Class B Multiple Voting Shares held by such holder in excess of the number of Class A Subordinate Voting Shares held by such holder shall automatically be deemed to have been cancelled, and the Corporation shall, at its expense, effective as of such date, remove or cause the removal of such holder from the register of holders in respect of the Class B Multiple Voting Shares subject to such cancellation, and cancel or cause the cancellation of the certificate or certificates representing the Class B Multiple Voting Shares so deemed to have been cancelled. If less than all of the Class B Multiple Voting Shares represented by any certificate are automatically cancelled, the holder shall be entitled to receive a new certificate representing the Class B Multiple Voting Shares represented by the original certificate which have not been cancelled against delivery of such original certificate.

1.5.3. In addition, all Class B Multiple Voting Shares, regardless of the holder thereof, will be automatically cancelled if WELL Health Technologies Corp., Dr. Sven Grail, Dr. George Christodoulou and Dr. Alex Dobranowski hold less than 5% of the aggregate number of outstanding Class A Subordinate Voting Shares as a group, and upon such occurrence, the authorized and unissued Class B Multiple Voting Shares as a class shall be deleted entirely from the authorized capital of the Corporation, together with the rights, privileges, restrictions and conditions attaching thereto.

1.5.4. The Corporation may, from time to time, establish such policies and procedures relating to the cancellation of the Class B Multiple Voting Shares and the general administration of this dual class share structure as it may deem necessary or advisable, and may from time to time request that holders of Class B Multiple Voting Shares furnish certifications, affidavits or other proof to the Corporation as it deems necessary to verify the ownership of Class B Multiple Voting Shares. A determination by the Secretary of the Corporation that a Transfer results in a cancellation of a Class B Multiple Voting Share shall be conclusive and binding.

1.5.5. For purposes of this subsection 1.5:

"Affiliate" means, with respect to any specified Person, any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person;

"Members of the Immediate Family" means with respect to any individual, each parent (whether by birth or adoption), spouse, child or other descendants (whether by birth or adoption) of such individual, each spouse of any of the aforementioned Persons, each trust created solely for the benefit of such individual and/or one or more of the aforementioned Persons, and each legal representative of such individual or of any aforementioned Persons (including without limitation a tutor, curator, mandatary due to incapacity, custodian, guardian or testamentary executor), acting in such capacity under the authority of the law, an order from a competent tribunal, a will or a mandate in case of incapacity or similar instrument. For the purposes of this definition, a Person shall be considered the spouse of an individual if such Person is legally married to such individual, lives in a civil union with such individual or is the common law partner (as defined in the *Income Tax Act* (Canada) as amended from time to time) of such individual. A Person who was the spouse of an individual within the meaning of this paragraph immediately before the death of such individual shall continue to be considered a spouse of such individual after the death of such individual;

"Permitted Holders" means (a) WELL Health Technologies Corp., (b) in respect a holder of Class B Multiple Voting Shares that is an individual, the Members of the Immediate Family of such individual, and any Person controlled, directly or indirectly, by any such holder, and (c) in respect of a holder of Class B Multiple Voting Shares that is not an individual, an Affiliate of that holder;

"Person" means any individual, partnership, corporation, company, association, trust, joint venture or limited liability company;

"Transfer" of a Class A Subordinate Voting Share shall mean any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law. A "Transfer" shall also include, without limitation, (1) a transfer of a Class A Subordinate Voting Share to a broker or other nominee (regardless of whether or not there is a corresponding change in beneficial ownership) or (2) the transfer of, or entering into a binding agreement with respect to, Voting Control over a Class A Subordinate Voting Share by proxy or otherwise, provided, however, that the following shall not be considered a "Transfer": (a) the grant of a proxy to the Corporation's officers or directors at the request of Board of Directors of the Corporation in connection with actions to be taken at an annual or special meeting of shareholders; or (b) the pledge of a Class A Subordinate Voting Share that creates a mere security interest in such share pursuant to a bona fide loan or indebtedness transaction so long as the holder of the Class A Subordinate Voting Share continues to exercise Voting Control over such pledged shares;

provided, however, that a foreclosure on such Class A Subordinate Voting Share or other similar action by the pledgee shall constitute a "Transfer"; and

"Voting Control" with respect to a Class A Subordinate Voting Share means the exclusive power (whether directly or indirectly) to vote or direct the voting of such Class A Subordinate Voting Share by proxy, voting agreement or otherwise.

A Person is "controlled" by another Person or other Persons if: (1) in the case of a company or other body corporate wherever or however incorporated: (A) securities entitled to vote in the election of directors carrying in the aggregate at least a majority of the votes for the election of directors and representing in the aggregate at least a majority of the participating (equity) securities are held, other than by way of security only, directly or indirectly, by or solely for the benefit of the other Person or Persons; and (B) the votes carried in the aggregate by such securities are entitled, if exercised, to elect a majority of the board of directors of such company or other body corporate; or (2) in the case of a Person that is not a company or other body corporate, at least a majority of the participating (equity) and voting interests of such Person are held, directly or indirectly, by or solely for the benefit of the other Person or Persons; and "controls", "controlling" and "under common control with" shall be interpreted accordingly.

1.6. ***Single Class***. Except as otherwise provided above, Class A Subordinate Voting Shares and Class B Multiple Voting Shares are equal in all respects and shall be treated as shares of a single class for all purposes under the Act.

2. Preferred Shares

The rights, privileges, restrictions and conditions attaching to the Preferred Shares, as a class, are as follows:

2. 1. ***Directors' Right to Issue One or More Series***. The Preferred Shares may at any time and from time to time be issued in one or more series. Prior to the issue of Preferred Shares of any series, the directors of the Corporation shall, subject to the rights, privileges, restrictions and conditions attached to the Preferred Shares as a class, the articles of the Corporation and the provisions of the Act, by resolution amend the articles of the Corporation to fix the number of Preferred Shares in such series and determine the designation of, and the rights, restrictions, privileges and conditions attached to, the Preferred Shares of such series including, without limitation:

(a) the rate, amount or method of calculation of any dividends and whether any dividends are subject to adjustment;
(b) whether any dividends are cumulative, partly cumulative or noncumulative;
(c) the dates, manner and currency of payments of any dividends and the date from which any dividends accrue or become payable;
(d) if redeemable or purchasable (whether at the option of the Corporation or the holder or otherwise), the redemption or purchase prices and currency or currencies thereof and the terms and conditions of redemption or purchase, with or without any provision for sinking or similar funds;
(e) any conversion, exchange or reclassification rights; and
(f) any other terms not inconsistent with these provisions;

the whole subject to receipt by the Director appointed under the Act of articles of amendment designating and fixing the number of Preferred Shares in such series and setting forth the rights, privileges, restrictions and conditions attached thereto and the issue by the Director of a certificate of amendment with respect thereto.

2.2. ***Ranking of Preferred Shares of Each Series***. The Preferred Shares of each series shall with respect to the payment of dividends and the distribution of the assets of the Corporation in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation for the purpose of winding up its affairs, rank (a) on a parity with the Preferred Shares of every other series and (b) senior to the Class B Multiple Voting Shares, the Class A Subordinate Voting Shares and the shares of any other class ranking junior to the Preferred Shares. The Preferred Shares of any series shall also be entitled to such other preferences, not inconsistent with these provisions, over the Class B Multiple Voting Shares, the Class A Subordinate Voting Shares and the shares of any other class ranking junior to the Preferred Shares as may be fixed in accordance with subsection 2.1 above.

2.3. ***Voting Rights***. Except as hereinafter specifically provided, as required by the Act, by law or as may be required by an order of a court of competent jurisdiction or in accordance with any voting rights which may be attached to any series of Preferred Shares, the holders of Preferred Shares shall not be entitled as such to receive notice of, or attend, any meeting of shareholders of the Corporation and shall not be entitled to vote at any meeting. The holders of Preferred Shares or any series thereof shall not, unless the rights, privileges, restrictions and conditions attached to any particular series thereof provide to the contrary, be entitled to vote separately as a class or series on any proposal to amend the articles of the Corporation referred to in paragraph (a), (b) or (e) of subsection 176 (1) of the Act. In the event of any meeting of the holders of Preferred Shares, or any series thereof, each holder of Preferred Shares shall be entitled to one vote in respect of each Preferred Share held. Any approval required to be given by the holders of Preferred Shares shall be deemed to have been sufficiently given if it shall have been given by a resolution signed by all the holders of the then outstanding Preferred Shares or by a resolution passed by the affirmative vote of not less than 662/3% of the votes cast by holders of Preferred Shares who voted in respect of that resolution at a meeting of the holders of Preferred Shares called and held for such purpose in accordance with the by-laws of the Corporation at which holders of not less than twenty-five percent (25%) of the then outstanding Preferred Shares are present in person or represented by proxy; provided that, if at any such meeting a quorum is not present within one-half hour after the time appointed for such meeting, the meeting shall be adjourned to the same day in the next week at the same time and to such place as the chairman. of the meeting may determine and, subject to the provisions of the Act, it shall not be necessary to give notice of such adjourned meeting. At such adjourned meeting the holders of Preferred Shares present in person or represented by proxy shall constitute a quorum and may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than 662/3% of the votes cast by the holders of Preferred Shares at such meeting shall constitute the approval of the holders of Preferred Shares. Subject to the foregoing, the formalities to be observed with respect to proxies, the giving or waiving of notice of any such meeting and the conduct thereof shall be those from time to time prescribed in the Act and the by-laws of the Corporation with respect to meetings of shareholders held. Any approval required to be given by the holders of Preferred Shares shall be deemed to have been sufficiently given if it shall have been given by a resolution signed by all the holders of the then outstanding Preferred Shares or by a resolution passed by the affirmative vote of not less than 662/3% of the votes cast by holders of Preferred Shares who voted in respect of that resolution at a meeting of the holders of Preferred Shares called and held for such purpose in accordance with the by-laws of the Corporation at which holders of not less than twenty-five percent (25%) of the then outstanding Preferred Shares are present in person or represented by proxy; provided that, if at any such meeting a quorum is not present within one-half hour after the time appointed for such meeting, the meeting shall be

adjourned to the same day in the next week at the same time and to such place as the chairman. of the meeting may determine and, subject to the provisions of the Act, it shall not be necessary to give notice of such adjourned meeting. At such adjourned meeting the holders of Preferred Shares present in person or represented by proxy shall constitute a quorum and may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than 662/3% of the votes cast by the holders of Preferred Shares at such meeting shall constitute the approval of the holders of Preferred Shares. Subject to the foregoing, the formalities to be observed with respect to proxies, the giving or waiving of notice of any such meeting and the conduct thereof shall be those from time to time prescribed in the Act and the by-laws of the Corporation with respect to meetings of shareholders.