

LOAN AGREEMENT

(the “Loan”)

Effective Date: November 5, 2024

Borrower: ZYUS Life Sciences Corporation

Borrower’s Mailing Address: 204-407 Downey Road, Saskatoon, Saskatchewan, S7N 4L8

Lender: Wayne Brownlee

Place for Payment: 631 Trent Crescent, Saskatoon, Saskatchewan S7H 4T5

Principal Amount: C\$2,000,000

Interest: 12% per annum, payable on the Maturity Date or on the date the Corporation elects to prepay the Indebtedness in full in accordance with its terms

Maturity Date: The earlier of (i) May 5, 2025, and (ii) the date that the Borrower completes a “Treasury Offering”.

Borrower promises to pay to the order of Lender (and its successors and assigns) the Principal Amount, together with all accrued interest. This Loan is payable at the Place for Payment on the Maturity Date. Borrower may prepay this Loan in any amount at any time without penalty or premium.

If and when the Borrower undertakes a Treasury Offering, the Borrower hereby covenants to the Lender that, subject to approval of the TSX Venture Exchange, the Borrower will offer to the Lender the right to subscribe for securities offered pursuant to the Treasury Offering on the terms and conditions of thereof, subject to such maximum for the Lender’s subscription as may be required by the TSX Venture Exchange and the board of directors of the Borrower. The Borrower agrees to give notice of a Treasury Offering to the Lender on or before notice to the TSX Venture Exchange. Should the Lender choose to subscribe for securities offered pursuant to the Treasury Offering and subject to receipt of TSX Venture Exchange Approval, the Borrower acknowledges that the Lender may direct the Borrower to apply the Principal Amount and all accrued interest toward the payment due to the Borrower in respect of such subscription. The Lender’s right to subscribe for securities is subject to approval of the TSX Venture Exchange and the Lender executing and delivering such documents as may be reasonably required by the Borrower within the time requested by the Borrower. For the purposes of this Loan, “**Treasury Offering**”: means the first offer by the Borrower made after the date hereof to issue and sell common shares and or securities convertible into common shares resulting in gross proceeds to the Borrower of not less than \$10,000,000, or such lesser amount as the Borrower and the Lender may agree to in writing. A Treasury Offering shall not include the issuance of securities pursuant to the Borrower’s Omnibus Equity Incentive Plan.

If Borrower defaults in the payment of this Loan, Lender may declare the unpaid principal balance, and any other amounts owed on the Loan including but not limited to accrued interest, immediately due. Borrower waives all demand for payment, presentation for payment,

notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law, in connection with the delivery, acceptance, performance and enforcement of this Loan.

Borrower also promises to pay reasonable legal fees and court and other costs if this Loan is placed in the hands of a lawyer to collect or enforce the promissory Loan. Borrower will pay Lender these expenses on demand at the Place for Payment. These expenses will become part of the debt evidenced by the Loan.

This Loan shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the undersigned has duly executed this Loan as of the date first written above.

ZYUS LIFE SCIENCES CORPORATION

By: (signed) "Brent Zettl"

Name: Brent Zettl

Title: Chief Executive Officer

(signed) "Wayne Brownlee"

Wayne Brownlee