
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 17, 2024

MIND MEDICINE (MINDMED) INC.

(Exact Name of Registrant as Specified in its Charter)

**British Columbia, Canada
(State or Other Jurisdiction
of Incorporation)**

**001-40360
(Commission
File Number)**

**98-1582438
(IRS Employer
Identification No.)**

**One World Trade Center, Suite 8500
New York, New York
(Address of Principal Executive Offices)**

**10007
(Zip Code)**

Registrant's telephone number, including area code: (212) 220-6633

**Not Applicable
(Former Name or Former Address, if Changed Since Last Report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions :

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, no par value per share	MNMD	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company x

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, on March 7, 2024, Mind Medicine (MindMed) Inc. (the “Company”) entered into a securities purchase agreement (the “Purchase Agreement”) with Commodore Capital Master LP and Deep Track Biotechnology Master Fund, LTD (collectively, the “Holders”), pursuant to which the Company issued an aggregate of 12,500,000 common shares, without par value, of the Company to the Holders (the “Private Placement Shares”) in a private placement transaction (the “Private Placement”).

On October 17, 2024, the Company entered into an exchange agreement (the “Exchange Agreement”) with the Holders pursuant to which the Holders exchanged (the “Exchange”) an aggregate of 8,000,000 of the Private Placement Shares for pre-funded warrants (the “Exchange Warrants”) to purchase an aggregate of 8,000,000 common shares of the Company with an exercise price of \$0.001 per share (the “Exchange Shares”). The Exchange Warrants were issued pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), afforded by Section 3(a)(9) of the Securities Act as securities exchanged by the Company with existing security holders where no commission or other remuneration was paid or given directly or indirectly for soliciting such exchange.

The Exchange Warrants are exercisable at any time after the date of issuance. The exercise price and the number of Exchange Shares are subject to appropriate adjustment in the event of certain share dividends and distributions, share splits, share combinations, reclassifications or similar events affecting the Company’s common shares as well as upon any distribution of assets, including cash, securities or other property, to the Company’s shareholders. The Exchange Warrants will not expire and are exercisable in cash or by means of a cashless exercise. Each Holder may not exercise the Exchange Warrants if the aggregate number of common shares of the Company beneficially owned by such Holder, together with its affiliates, would exceed more than 9.99% of the number of common shares of the Company outstanding following such exercise, as such percentage ownership is determined in accordance with the terms of the Exchange Warrants; provided however, each Holder may increase or decrease this percentage not in excess of 19.99% by providing at least 61 days’ prior notice to the Company.

In connection with the Private Placement, the Company also entered into a registration rights agreement, dated March 7, 2024 (the “Registration Rights Agreement”), with the Holders requiring the Company to register the resale of the Private Placement Shares. The Private Placement Shares were subsequently registered pursuant to a registration statement on Form S-3 that was declared effective on April 29, 2024 by the United States Securities and Exchange Commission (the “SEC”). In connection with entering into the Exchange Agreement, the Company and the Holders also entered into an amendment to the Registration Rights Agreement (the “Amendment”), pursuant to which the Company agreed to register the resale of the Exchange Shares.

No distribution under the Exchange occurred in Canada or to a person resident in Canada.

The foregoing summary of the terms of the Exchange Agreement, the Exchange Warrants and the Amendment does not purport to be complete and is qualified in its entirety by reference to the Exchange Agreement, the form of Exchange Warrant and the Amendment, which are attached hereto as Exhibit 4.1, Exhibit 10.1 and Exhibit 10.2, respectively, and which are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information as set forth under Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference under this Item 3.02.

Neither this Current Report on Form 8-K, nor any exhibit attached hereto, is an offer to sell or the solicitation of an offer to buy the securities described herein.

Item 8.01 Other Events.

On October 17, 2024, the Company filed with the SEC a prospectus supplement to the prospectus included in the Company’s registration statement on Form S-3 (File No. 333-280548), which became automatically effective upon filing with the SEC on June 28, 2024 (the “Registration Statement”), with respect to the resale by the Holders, and any of their pledgees, assignees, donees, transferees or other successors-in-interest, of the Exchange Shares to satisfy the Company’s obligations pursuant to the Amendment. A copy of the legal opinion of Osler, Hoskin & Harcourt LLP, Canadian counsel to the Company, relating to the issuance of the Exchange Shares registered for resale pursuant to the Registration Statement is attached hereto as Exhibit 5.1 and is hereby incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Form of Pre-Funded Warrant.
5.1	Opinion of Osler, Hoskin & Harcourt LLP.
10.1	Exchange Agreement, dated as of October 17, 2024, by and among Mind Medicine (MindMed) Inc., Commodore Capital Master LP and Deep Track Biotechnology Master Fund, LTD.
10.2	Amendment No. 1 to the Registration Rights Agreement, dated as of October 17, 2024, by and among Mind Medicine (MindMed) Inc., Commodore Capital Master LP and Deep Track Biotechnology Master Fund, LTD.
23.1	Consent of Osler, Hoskin & Harcourt LLP (included in Exhibit 5.1).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MIND MEDICINE (MINDMED) INC.

Date: October 17, 2024

By: /s/ Robert Barrow

Name: Robert Barrow

Title: Chief Executive Officer

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

PRE-FUNDED WARRANT TO PURCHASE COMMON SHARES

Warrant No. [●]

Number of Shares: 4,000,000
(subject to adjustment)

Original Issue Date: October 17, 2024

Mind Medicine (MindMed) Inc., a company incorporated under the laws of the Province of British Columbia (the "*Company*"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [●] or its registered assigns (the "*Holder*"), is entitled, subject to the terms set forth below, to purchase from the Company up to a total of 4,000,000 common shares, without par value (the "*Common Shares*"), of the Company (each such share, a "*Warrant Share*" and all such shares, the "*Warrant Shares*") at an exercise price per share equal to \$0.001 per share (as adjusted from time to time as provided in Section 9 herein, the "*Exercise Price*"), upon surrender of this Warrant to Purchase Common Shares (including any Warrants to Purchase Common Shares issued in exchange, transfer or replacement hereof, the "*Warrant*") at any time and from time to time on or after the date hereof (the "*Original Issue Date*"), subject to the following terms and conditions:

1. Definitions. For purposes of this Warrant, the following terms shall have the following meanings:

- (a) "*Affiliate*" means any Person directly or indirectly controlled by, controlling or under common control with, a Holder, but only for so long as such control shall continue. For purposes of this definition, "control" (including, with correlative meanings, "controlled by", "controlling" and "under common control with") means, with respect to a Person, possession, direct or indirect, of (i) the power to direct or cause direction of the management and policies of such Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise), or (ii) at least 50% of the voting securities (whether directly or pursuant to any option, warrant or other similar arrangement) or other comparable equity interests.
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- (b) “*Closing Sale Price*” means, for any security as of any date, the last trade price for such security on the Principal Trading Market for such security, as reported by Bloomberg Financial Markets, or, if such Principal Trading Market begins to operate on an extended hours basis and does not designate the last trade price, then the last trade price of such security prior to 4:00 P.M., New York City time, as reported by Bloomberg Financial Markets, or if the foregoing do not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg Financial Markets. If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined in good faith by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then the Board of Directors of the Company shall use its good faith judgment to determine the fair market value. The Board of Directors’ determination shall be binding upon all parties absent demonstrable error. All such determinations shall be appropriately adjusted for any share dividend, share split, share combination or other similar transaction during the applicable calculation period.
 - (c) “*Commission*” means the United States Securities and Exchange Commission.
 - (d) “*Principal Trading Market*” means the national securities exchange or other trading market on which the Common Shares are primarily listed on and quoted for trading, which, as of the Original Issue Date, shall be The Nasdaq Global Select Market.
 - (e) “*Registration Statement*” means the Company’s Registration Statement on Form S-3 (File No. 333-280548), automatically effective as of June 28, 2024.
 - (f) “*Securities Act*” means the Securities Act of 1933, as amended.
 - (g) “*Trading Day*” means any weekday on which the Principal Trading Market is normally open for trading.
 - (h) “*Transfer Agent*” means Computershare Investor Services Inc., the Company’s transfer agent and registrar for the Common Shares, and any successor appointed in such capacity.
2. Issuance of Securities; Registration of Warrants. This Warrant, as initially issued by the Company, is issued pursuant to an exchange meeting the requirements of Section 3(a)(9) of the Exchange Act as in effect on the Original Issue Date. Accordingly, this Warrant is a restricted security under Rule 144 promulgated under the Securities Act. The Company shall register ownership of this Warrant, upon records to be maintained by the Company for that purpose (the “*Warrant Register*”), in the name of the record Holder (which shall include the initial Holder or, as the case may be, any assignee to which this Warrant is assigned hereunder) from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

3. Transfer of Warrant.

- (a) Subject to compliance with all applicable securities laws and the conditions set forth in Section 3(b) hereof and to the provisions set forth in Section 4 of the Warrant Exchange Agreement, dated October 17, 2024, by and between the Company and the Holder (the “*Exchange Agreement*”), the Company shall register the transfer of all or any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, and payment for all applicable transfer taxes (if any). Upon any such registration or transfer, a new warrant to purchase Common Shares in substantially the form of this Warrant (any such new warrant, a “*New Warrant*”) evidencing the portion of this Warrant so transferred shall be issued to the transferee, and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations in respect of the New Warrant that the Holder has in respect of this Warrant. The Company shall, or will cause its Transfer Agent to, prepare, issue and deliver any New Warrant under this Section 3(a). Until due presentment for registration of transfer, the Company may treat the registered Holder hereof as the owner and holder for all purposes, and the Company shall not be affected by any notice to the contrary.
- (b) If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, (i) such transfer is not registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) the transferee of this Warrant is not eligible to immediately resell the Warrant Shares underlying the portion of this Warrant being transferred without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Section 6 of the Exchange Agreement.

4. Exercise and Duration of Warrants.

- (a) All or any part of this Warrant shall be exercisable by the registered Holder in any manner permitted by this Warrant at any time and from time to time on or after the Original Issue Date.

- (b) The Holder may exercise this Warrant by delivering to the Company (i) an exercise notice, in the form attached as SCHEDULE 1 hereto (the “*Exercise Notice*”), completed and duly signed, and (ii) payment of the Exercise Price for the number of Warrant Shares as to which this Warrant is being exercised (which may take the form of a “cashless exercise” if so indicated in the Exercise Notice pursuant to Section 10 below), and the date on which the last of such items is delivered to the Company (as determined in accordance with the notice provisions of Section 13 hereof) is an “*Exercise Date*.” The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of the Exercise Notice shall have the same effect as cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant Shares, if any. The aggregate exercise price of this Warrant, except for the Exercise Price, was pre-funded to the Company on or before the Original Issue Date, and consequently no additional consideration (other than the Exercise Price) shall be required to be paid by the Holder to effect any exercise of this Warrant. The Holder shall not be entitled to the return or refund of all, or any portion, of such pre-funded exercise price under any circumstance or for any reason whatsoever.

5. Delivery of Warrant Shares.

- (a) Upon exercise of this Warrant, the Company shall promptly (but in no event later than one (1) Trading Day after the Exercise Date), upon the request of the Holder, cause the Transfer Agent to credit such aggregate number of Common Shares to which the Holder is entitled pursuant to such exercise either (i) to the Holder’s or its designee’s balance account with The Depository Trust Company (“*DTC*”) through its Deposit Withdrawal Agent Commission system or (ii) in book entry form via a direct registration system (“*DRS*”) maintained by or on behalf of the Transfer Agent, or if the Transfer Agent is not participating in the Fast Automated Securities Transfer Program (the “*FAST Program*”) or if the certificates are required to bear a legend regarding restriction on transferability, cause the Transfer Agent to either (x) issue and dispatch a certificate by overnight courier to the address as specified in the Exercise Notice or (y) issue a certificate in book entry form, registered in the Company’s share register in the name of the Holder or its designee, for the number of Common Shares to which the Holder is entitled pursuant to such exercise. The Holder, DTC (or its nominee) or any natural person or legal entity (each, a “*Person*”) so designated by the Holder to receive Warrant Shares, shall be deemed to have become the holder of record of such Warrant Shares as of the Exercise Date, irrespective of the date such Warrant Shares are credited to the Holder’s DTC account, the date of the book entry position or the date of delivery of the certificates evidencing such Warrant Shares, as the case may be.
- (b) If by the close of the first (1st) Trading Day after the Exercise Date, the Company fails to cause the Transfer Agent to transmit to the Holder or its designee the required number of Warrant Shares in the manner required pursuant to Section 5(a) (other than any such failure that is solely due to any action or inaction by the Holder with respect to such exercise), and if after such first (1st) Trading Day and prior to the receipt of such Warrant Shares, the Holder purchases (in an open market transaction or otherwise) Common Shares to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a “*Buy-In*”), then the Company shall, within one (1) Trading Day after the Holder’s request promptly honor its obligation pursuant to Section 5(a), and pay cash to the Holder in an amount equal to the excess (if any) of Holder’s total purchase price (including brokerage commissions, if any) for the Common Shares so purchased in the Buy-In over the product of (A) the number of Common Shares purchased in the Buy-In, times (B) the Closing Sale Price of a Common Share on the Exercise Date.

- (c) To the extent permitted by law and subject to Section 5(b), the Company's obligations to issue and deliver Warrant Shares in accordance with and subject to the terms hereof (including the limitations set forth in Section 11 below) are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance that might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Warrant Shares. Subject to Section 5(b), nothing herein shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing Common Shares upon exercise of the Warrant as required pursuant to the terms hereof.
6. Charges, Taxes and Expenses. Issuance and delivery of certificates for Common Shares upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, transfer agent fee or other incidental tax or expense (excluding any applicable stamp duties) in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; *provided, however*, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or the Warrants in a name other than that of the Holder or an Affiliate thereof. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.
7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction (in such case) and, in each case, a customary and reasonable indemnity and surety bond, if requested by the Company. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. Reservation of Warrant Shares. The Company covenants that it will, at all times while this Warrant is outstanding, reserve and keep available out of its authorized but unissued and otherwise unreserved Common Shares, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares that are initially issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of Persons other than the Holder (taking into account the adjustments and restrictions of Section 9). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and non-assessable. The Company will take all actions as may be reasonably necessary to assure that such Common Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any securities exchange or automated quotation system upon which the Common Shares may be listed or quoted. The Company further covenants that it will not, without the prior written consent of the Holder, take any actions to increase the par value of the Common Shares at any time while this Warrant is outstanding.
9. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 9.
- (a) Share Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a share dividend on its Common Shares or otherwise makes a distribution on any class of share capital issued and outstanding on the Original Issue Date and in accordance with the terms of such share capital on the Original Issue Date or as amended, as described in the Registration Statement, that is payable in Common Shares, (ii) subdivides its outstanding Common Shares into a larger number of Common Shares, (iii) combines its outstanding Common Shares into a smaller number of Common Shares or (iv) issues by reclassification of share capital any additional Common Shares of the Company, then in each such case the Exercise Price shall be multiplied by a fraction, the numerator of which shall be the number of Common Shares outstanding immediately before such event and the denominator of which shall be the number of Common Shares outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution, provided, however, that if such record date shall have been fixed and such dividend is not fully paid on the date fixed therefor, the Exercise Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Exercise Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends. Any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination.

- (b) Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, distributes to all holders of Common Shares for no consideration (i) evidences of its indebtedness, (ii) any security (other than a distribution of Common Shares covered by the preceding paragraph) or (iii) rights or warrants to subscribe for or purchase any security, or (iv) cash or any other asset (in each case, “*Distributed Property*”), then, upon any exercise of this Warrant that occurs after the record date fixed for determination of shareholders entitled to receive such distribution, the Holder shall be entitled to receive, in addition to the Warrant Shares otherwise issuable upon such exercise (if applicable), the Distributed Property that such Holder would have been entitled to receive in respect of such number of Warrant Shares had the Holder been the record holder of such Warrant Shares immediately prior to such record date without regard to any limitation on exercise contained therein.
- (c) Fundamental Transactions. If, at any time while this Warrant is outstanding (i) the Company effects any merger or consolidation of the Company with or into another Person, in which the Company is not the surviving entity and in which the shareholders of the Company immediately prior to such merger or consolidation do not own, directly or indirectly, at least 50% of the voting power of the surviving entity immediately after such merger or consolidation, (ii) the Company effects any sale to another Person of all or substantially all of its assets in one transaction or a series of related transactions, (iii) pursuant to any tender offer or exchange offer (whether by the Company or another Person), holders of share capital tender shares representing more than 50% of the voting power of the share capital of the Company and the Company or such other Person, as applicable, accepts such tender for payment, (iv) the Company consummates a share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of the voting power of the share capital of the Company (except for any such transaction in which the shareholders of the Company immediately prior to such transaction maintain, in substantially the same proportions, the voting power of such Person immediately after the transaction), provided, however, that the foregoing shall not include transactions for which the primary purpose is raising capital, or (v) the Company effects any reclassification of the Common Shares or any compulsory share exchange pursuant to which the Common Shares are effectively converted into or exchanged for other securities, cash or property (other than as a result of a subdivision or combination of Common Shares covered by Section 9(a) above) (in any such case, a “*Fundamental Transaction*”), then following such Fundamental Transaction the Holder shall have the right to receive, upon exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant without regard to any limitations on exercise contained herein (the “*Alternate Consideration*”). The Company shall not effect any Fundamental Transaction in which the Company is not the surviving entity or the Alternate Consideration includes securities of another Person unless (i) the Alternate Consideration is solely cash, solely marketable securities, or a combination of cash and marketable securities, and the Company provides for the simultaneous “cashless exercise” of this Warrant pursuant to Section 10 below or (ii) prior to or simultaneously with the consummation thereof, any successor to the Company, surviving entity or other Person (including any purchaser of assets of the Company) shall assume the obligation to deliver to the Holder such Alternate Consideration as, in accordance with the foregoing provisions, the Holder may be entitled to receive, and the other obligations under this Warrant. The provisions of this paragraph (c) shall similarly apply to subsequent transactions analogous of a Fundamental Transaction type. In the event the Holder does not exercise this Warrant as contemplated by the foregoing sentence, this Warrant shall be deemed exercised in full without regard to any limitations on exercise contained herein pursuant to the “cashless exercise” provision in Section 10 hereof upon the effective date of the consummation of such Fundamental Transaction.

- (d) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to Section 9(a) above, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the increased or decreased number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.
- (e) Calculations. All calculations under this Section 9 shall be made to the nearest one-tenth of one cent or the nearest share, as applicable.
- (f) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section 9, the Company at its expense will, at the written request of the Holder, promptly compute such adjustment, in good faith, in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Company's Transfer Agent.

(g) Notice of Corporate Events. If, while this Warrant is outstanding, the Company (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Common Shares, including, without limitation, any granting of rights or warrants to subscribe for or purchase any share capital of the Company or any subsidiary, (ii) authorizes or approves, enters into any agreement contemplating or solicits shareholder approval for any Fundamental Transaction or (iii) authorizes the voluntary dissolution, liquidation or winding up of the affairs of the Company, then, except if such notice and the contents thereof shall be deemed to constitute material non-public information, the Company shall deliver to the Holder a notice of such transaction at least ten (10) days prior to the applicable record or effective date on which a Person would need to hold Common Shares in order to participate in or vote with respect to such transaction; *provided, however*, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice. In addition, if while this Warrant is outstanding, the Company authorizes or approves, enters into any agreement contemplating or solicits shareholder approval for any Fundamental Transaction contemplated by Section 9(c), other than a Fundamental Transaction under clause (iii) of Section 9(c), the Company shall deliver to the Holder a notice of such Fundamental Transaction at least ten (10) days prior to the date such Fundamental Transaction is consummated. The Holder agrees to maintain any information disclosed pursuant to this Section 9(g) in confidence until such information is publicly available, and shall comply with applicable law with respect to trading in the Company's securities following receipt of any such information.

10. Payment of Exercise Price. Notwithstanding anything contained herein to the contrary, the Holder may, in its sole discretion, satisfy its obligation to pay the Exercise Price through a "cashless exercise", in which event the Company shall issue to the Holder the number of Warrant Shares as determined as follows:

$$X = Y [(A-B)/A]$$

where:

"X" equals the number of Warrant Shares to be issued to the Holder;

"Y" equals the total number of Warrant Shares with respect to which this Warrant is then being exercised;

"A" equals the Closing Sale Price of the Common Shares (as reported by Bloomberg Financial Markets) as of the Trading Day on the date immediately preceding the Exercise Date; and

"B" equals the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

For purposes of Rule 144 promulgated under the Securities Act, it is intended, understood and acknowledged that the Warrant Shares issued in a "cashless exercise" transaction shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued (provided that the Commission continues to take the position that such treatment is proper at the time of such exercise). In the event that the Registration Statement or another registration statement registering the issuance of Warrant Shares is, for any reason, not effective at the time of exercise of this Warrant, then the Warrant may only be exercised through a cashless exercise, as set forth in this Section 10. Except as set forth in Section 5(b) (Buy-In remedy) and Section 12 (payment of cash in lieu of fractional shares), in no event will the exercise of this Warrant be settled in cash.

11. Limitations on Exercise.

- (a) Notwithstanding anything to the contrary herein, the Company shall not effect any exercise of this Warrant, and the Holder shall not be entitled to exercise this Warrant for a number of Warrant Shares in excess of that number of Warrant Shares which, upon giving effect or immediately prior to such exercise, would cause (i) the aggregate number of Common Shares beneficially owned by the Holder, its Affiliates and any Persons who are members of a Section 13(d) group with such Holder or its Affiliates to exceed 9.99% (the “*Maximum Percentage*”) of the total number of issued and outstanding Common Shares of the Company following such exercise, or (ii) the combined voting power of the securities of the Company beneficially owned by the Holder and its Affiliates and any other Persons who are members of a Section 13(d) group with such Holder or its Affiliates to exceed the Maximum Percentage of the combined voting power of all of the securities of the Company then outstanding following such exercise. For purposes of this paragraph, beneficial ownership and whether a holder is a member of a Section 13(d) group shall be calculated and determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act, and the Holder is solely responsible for any filings required to be made in accordance therewith. For purposes of this Warrant, in determining the number of outstanding Common Shares the Holder may acquire upon the exercise of this Warrant without exceeding the Maximum Percentage, the Holder may rely on the number of outstanding Common Shares as reflected in (x) the Company’s most recent Quarterly Report on Form 10-Q, Annual Report on Form 10-K and Current Reports on Form 8-K or other public filing with the Commission, as the case may be, (y) a more recent public announcement by the Company or (z) any other notice by the Company or the Transfer Agent setting forth the number of Common Shares outstanding. Upon the written request of the Holder, the Company shall within three (3) Trading Days confirm in writing or by electronic mail to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder since the date as of which such number of outstanding Common Shares was reported. By written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage specified not in excess of 19.99% of the issued and outstanding Common Shares immediately after giving effect to the issuance of the Common Shares issuable upon exercise of this Warrant; provided that any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Company. For purposes of this Section 11(a), the aggregate number of Common Shares or voting securities beneficially owned by the Holder and its Affiliates and any other Persons who are members of a Section 13(d) group with such Holder or its Affiliates shall include the Common Shares issuable upon (x) the exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon exercise of the remaining unexercised and non-cancelled portion of this Warrant by the Holder and (y) the exercise or conversion of the unexercised, non-converted or non-cancelled portion of any other securities of the Company that do not have voting power (including without limitation any securities of the Company which would entitle the holder thereof to acquire at any time Common Shares, including without limitation any debt, preferred shares, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Shares), is subject to a limitation on conversion or exercise analogous to the limitation contained herein and is beneficially owned by the Holder or any of its Affiliates and other Persons who are members of a Section 13(d) group with such Holder or its Affiliates.

- (b) This Section 11 shall not restrict the number of Common Shares which the Holder may receive or beneficially own in order to determine the amount of securities or other consideration that the Holder may receive in the event of a Fundamental Transaction as contemplated in Section 9(c) of this Warrant.
12. No Fractional Shares. No fractional Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares that would otherwise be issuable, the number of Warrant Shares to be issued shall be rounded down to the next whole number and the Company shall pay the Holder in cash the fair market value (based on the Closing Sale Price) for any such fractional shares.
13. Notices. Any and all notices or other communications or deliveries hereunder (including, without limitation, any Exercise Notice) shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address specified in the books and records of the Transfer Agent prior to 5:30 P.M., New York City time, on a Trading Day so long as the sender of an e-mail has not received an automated notice of delivery failure from the proposed recipient's computer server, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address specified in the books and records of the Transfer Agent on a day that is not a Trading Day or on or after 5:30 P.M., New York City time, on any Trading Day so long as the sender of an e-mail has not received an automated notice of delivery failure from the proposed recipient's computer server, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service specifying next business day delivery, and (iv) upon actual receipt by the Person to whom such notice is required to be given, if by hand delivery.
14. Warrant Agent. The Company shall initially serve as warrant agent under this Warrant. Upon thirty (30) days' notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant Register.

15. Miscellaneous.

- (a) No Rights as a Shareholder. Except as otherwise expressly provided in this Warrant, the Holder, solely in such Person's capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in such Person's capacity as the Holder of this Warrant, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of shares, reclassification of shares, consolidation, merger, amalgamation, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which such Person is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a shareholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company.
- (b) Authorized Shares. (i) Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate or articles of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares upon the exercise of this Warrant, and (c) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant. (ii) Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof; *provided, however*, that the failure to obtain such authorizations, exemptions or consents or any defect therein shall not affect the validity of the corporate action resulting in such adjustment.

- (c) Successors and Assigns. Subject to the restrictions on transfer set forth in this Warrant and compliance with applicable securities laws, this Warrant may be assigned by the Holder. This Warrant may not be assigned by the Company without the written consent of the Holder, except to a successor in the event of a Fundamental Transaction. This Warrant shall be binding on and inure to the benefit of the Company and the Holder and their respective successors and assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder, or their successors and assigns.
- (d) Amendment and Waiver. Except as otherwise provided herein, the provisions of the Warrants may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder or those registered holders of the Warrants representing no less than a majority of the Warrant Shares obtainable upon exercise of the Warrants then outstanding.
- (e) Acceptance. Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.
- (f) Governing Law; Jurisdiction. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. EACH OF THE COMPANY AND THE HOLDER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR WITH ANY TRANSACTION CONTEMPLATED HEREBY OR DISCUSSED HEREIN (INCLUDING WITH RESPECT TO THE ENFORCEMENT OF ANY OF THE TRANSACTION DOCUMENTS), AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT. EACH OF THE COMPANY AND THE HOLDER HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF VIA REGISTERED OR CERTIFIED MAIL OR OVERNIGHT DELIVERY (WITH EVIDENCE OF DELIVERY) TO SUCH PERSON AT THE ADDRESS IN EFFECT FOR NOTICES TO IT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW. EACH OF THE COMPANY AND THE HOLDER HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY.

- (g) Headings. The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.
- (h) Severability. In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby, and the Company and the Holder will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above.

MIND MEDICINE (MINDMED) INC.

By: _____
Name: Robert Barrow
Title: Chief Executive Officer

SCHEDULE 1
FORM OF EXERCISE NOTICE

[To be executed by the Holder to purchase Common Shares under the Warrant]

To the addressee referred to above:

- (1) The undersigned is the Holder of Warrant No. __ (the "*Warrant*") issued by Mind Medicine (MindMed) Inc., a company incorporated under the laws of the Province of British Columbia (the "*Company*"). Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Warrant.
- (2) The undersigned hereby exercises its right to purchase Warrant Shares pursuant to the Warrant.
- (3) The Holder intends that payment of the Exercise Price shall be made as (check one):
 - Cash Exercise
 - "Cashless Exercise" under Section 10 of the Warrant
- (4) If the Holder has elected a Cash Exercise, the Holder shall pay the sum of \$ in immediately available funds to the Company in accordance with the terms of the Warrant.
- (5) Pursuant to this Exercise Notice, the Company shall deliver to the Holder Warrant Shares determined in accordance with the terms of the Warrant.
- (6) By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the Holder will not beneficially own in excess of the number of Common Shares (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended) permitted to be owned under Section 11(a) of the Warrant to which this notice relates.
- (7) The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

Dated:

Name of Holder:

By:
Name:
Title:

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, British Columbia, Canada V7X 1K8
778.785.3000 MAIN
778.785.2745 FACSIMILE

The logo for Osler, Hoskin & Harcourt LLP, featuring the word "OSLER" in a serif font.

October 17, 2024

Mind Medicine (MindMed) Inc.
One World Trade Center
Suite 8500
New York, New York
10007

Dear Sirs/Mesdames:

Re: Mind Medicine (MindMed) Inc. – Prospectus Supplement Relating to Registration Statement on Form S-3

We have acted as Canadian counsel to Mind Medicine (MindMed) Inc., a British Columbia company (the “**Company**”), in connection with the proposed offering and resale by Commodore Capital Master LP and Deep Track Biotechnology Master Fund, LTD, together with their pledgees, assignees, donees, transferees or other successors-in-interest, of up to 8,000,000 common shares, without par value, of the Company (the “**Shares**”) issuable upon the exercise of certain pre-funded warrants of the Company (the “**Pre-Funded Warrants**”), pursuant to a Registration Statement on Form S-3 (file number 333-280548) (the “**Registration Statement**”) filed by the Company with the U.S. Securities and Exchange Commission (the “**SEC**”) on June 28, 2024 under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), the base prospectus included in the Registration Statement (the “**Base Prospectus**”), and the prospectus supplement related to the Shares filed on October 17, 2024 with the SEC pursuant to Rule 424(b) of the Securities Act (the “**Prospectus Supplement**”, and, together with the Base Prospectus, the “**Prospectus**”). The Pre-Funded Warrants are issued and outstanding pursuant to a warrant exchange agreement dated October 17, 2024 by and between the Company, Commodore Capital Master LP and Deep Track Biotechnology Master Fund, LTD (the “**Exchange Agreement**”).

We have examined the Registration Statement, the Prospectus, the Exchange Agreement and all such corporate and public records, statutes and regulations and have made such investigations and have reviewed such other documents as we have deemed relevant and necessary and have considered such questions of law as we have considered relevant and necessary in order to give the opinions hereinafter set forth. As to various questions of fact material to such opinions which were not independently established, we have relied upon a certificate of an officer of the Company.

We are qualified to practice law in the Province of British Columbia and these opinions are rendered solely with respect to the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

We have also assumed (a) the legal capacity of all individuals, the genuineness of all signatures, the veracity of the information contained therein, the authenticity of all documents submitted to us as originals and the conformity to authentic or original documents of all documents submitted to us as certified, conformed, electronic, photostatic or facsimile copies and (b) the completeness, truth and accuracy of all facts set forth in the official public records, certificates and documents supplied by public officials or otherwise conveyed to us by public officials.

Where our opinion expressed herein refers to the Shares having been issued as being “fully paid and non-assessable” common shares of the Company, such opinion assumes that all required consideration (in whatever form) has been paid or provided. No opinion is expressed as to the adequacy of any consideration received.

On the basis of the foregoing and subject to the qualifications hereinafter expressed, we are of the opinion that the Shares, when issued upon exercise of the Pre-Funded Warrants in accordance with the terms and conditions thereof, will be validly issued, fully paid and non-assessable.

Our opinion is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated. Our opinion is based on these laws as in effect on the date hereof, and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein.

We consent to the filing of this opinion as an exhibit to a Current Report on Form 8-K to be filed by the Company with the SEC for incorporation by reference into the Registration Statement and to the reference to our firm under the caption “Legal Matters” in the Prospectus.

Yours very truly,

(signed) *Osler, Hoskin & Harcourt LLP*

Osler, Hoskin & Harcourt LLP

October 17, 2024

Mind Medicine (MindMed) Inc.
One World Trade Center
Suite 8500
New York, NY 10007

Re: Warrant Exchange Agreement

Ladies and Gentlemen:

This letter agreement (this “**Agreement**”) confirms the agreement of Mind Medicine (MindMed) Inc. (the “**Company**”), and the holders of the common shares, without par value, of the Company listed on Schedule I attached hereto (the “**Shareholders**”), pursuant to which the Shareholders have agreed to exchange an aggregate of 8,000,000 common shares of the Company (the “**Common Shares**”) beneficially owned or owned of record, as applicable, by the Shareholders, in consideration for pre-funded warrants to purchase up to an aggregate of 8,000,000 common shares of the Company (each such common share, a “**Warrant Share**” and all such common shares, the “**Warrant Shares**”), substantially in the form attached hereto as Exhibit A (the “**Warrants**”) on the terms specified below.

In consideration of the foregoing, the Company and each of the Shareholders agree as follows:

(1) No later than the close of business on the second business day after the date hereof, or such other date as mutually agreed upon by the parties to this Agreement (the “**Exchange Closing Date**”), and subject to the satisfaction or waiver of the conditions set forth herein, the Shareholders shall exchange the Common Shares for the Warrants, as set forth on Schedule I attached hereto (the “**Exchange**”). The Exchange shall be consummated in reliance upon an exemption from registration pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”). On or prior to the Exchange Closing Date:

(a) (i) each Shareholder shall irrevocably instruct Computershare Investor Services Inc. (the “**Transfer Agent**”) to transfer to the Company the Common Shares set forth opposite from its name on Schedule I attached hereto and (ii) the Company shall irrevocably instruct the Transfer Agent to cancel such Common Shares;

(b) the Company shall issue and deliver to the Shareholders the Warrants exercisable for the Warrant Shares, in the amounts and in the names set forth on Schedule I attached hereto and shall reserve an aggregate of 8,000,000 Common Shares, issuable upon the exercise of the Warrants; and

(2) Concurrently with entering into this Agreement, the Company and each of the Shareholders shall enter into Amendment No. 1 to the Registration Rights Agreement by and between the Company and the Shareholders (“**Amendment No. 1**”), pursuant to which the Company shall prepare and file with the U.S. Securities and Exchange Commission (the “**Commission**”) a prospectus supplement pursuant to Rule 424(b) promulgated by the Commission pursuant to the Securities Act covering the resale of the Warrant Shares.

(3) Concurrently with entering into this Agreement, and pursuant to the terms of Amendment No. 1, each Shareholder shall furnish to the Company a completed Selling Stockholder Questionnaire, as defined in Amendment No. 1.

(4) The Company represents and warrants to the Shareholders as follows:

(a) Neither the Company, nor any of its affiliates nor any person acting on behalf of or for the benefit of any of the forgoing, has paid or given, or agreed to pay or give, directly or indirectly, any commission or other remuneration (within the meaning of Section 3(a)(9) of the Securities Act and the rules and regulations of the Commission promulgated thereunder) for soliciting the Exchange.

(b) Assuming the representations and warranties of the Shareholders contained herein are true and complete, the Exchange will qualify for the exemption from the registration requirements of the Securities Act pursuant to Section 3(a)(9) of the Securities Act.

(c) Each of the Company and its Subsidiaries (as defined below), is duly incorporated or formed, validly existing and in good standing (to the extent applicable in such jurisdiction) under the laws of the jurisdiction of its incorporation or formation, as applicable, and has all necessary corporate power and authority: (i) to conduct its business in the manner in which its business is currently being conducted and as proposed to be conducted as described in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023 filed with the Commission on February 28, 2024 and the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 filed with the Commission on August 13, 2024, (ii) to own or lease and use its property and assets in the manner in which its property and assets are currently owned or leased and used and (iii) to perform its obligations under all material contracts by which it is bound. All of the Subsidiaries are wholly owned by the Company. Each of the Company and the Subsidiaries is licensed and qualified to do business, and is in good standing (to the extent applicable in such jurisdiction), under the laws of all jurisdictions where the nature of its business or the manner in which its business is currently being conducted requires such licensing or qualification other than in jurisdictions where the failure to be so qualified individually or in the aggregate would not have or reasonably be expected to have a material adverse effect. The subsidiaries set forth on Schedule II attached hereto (collectively, the "**Subsidiaries**") are the Company's only significant subsidiaries (as such term is defined in Rule 1-02 of Regulation S-X promulgated by the Commission).

(d) The Company has the requisite corporate power and authority to enter into this Agreement, Amendment No. 1 and the Warrants (the “*Transaction Documents*”) and to perform its obligations under and consummate the transactions contemplated hereby or thereby. Each of the Transaction Documents have been (or upon delivery will have been) duly executed and delivered by the Company and is, or when delivered in accordance with the terms hereof or thereof, will constitute the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, examinership, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors’ rights and remedies or by other equitable principles of general application, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(e) The Company has reserved a sufficient number of common shares of the Company as may be necessary to fully permit the exercise of the Warrants as of the date of issuance and the issuance of the Warrant Shares, without regard to any adjustment provisions or beneficial ownership limits set forth in the Warrants.

(f) There is no action, suit, or any proceeding or, to the Company’s knowledge, investigation, by or before any governmental authority pending against the Company that challenges the consummation by the Company of this Agreement or the transactions contemplated hereby or would, individually or in the aggregate, otherwise reasonably be expected to have a material adverse effect on the business, management, financial position or results of operations of the Company and its Subsidiaries taken as a whole or its ability to consummate the Exchange.

(g) The issuance of the Warrants and the Warrant Shares to be issued upon exercise of the Warrants in accordance with the terms of the such Warrants has been duly authorized and the Warrants, when delivered to the Shareholders pursuant to the Exchange in accordance with the terms of this Agreement, and the Warrant Shares, when issued to the Shareholders upon exercise of the Warrants in accordance with the terms of the Warrants, (i) will be validly issued, fully paid and non-assessable, (ii) will be free and clear of any lien, pledge, restriction or other encumbrance, option, equity or other adverse claim thereto, including claims or rights under any voting trust agreements, shareholder agreements or other agreements other than restrictions on transfer under applicable securities laws and (iii) will not be subject to any preemptive, participation, rights of first refusal or other similar rights (other than any such rights that have been waived prior to the date of this Agreement).

(h) The execution, delivery and performance by the Company of the Transaction Documents and the issuance and delivery of the Warrants to be issued by the Company under the Transaction Documents, the performance by the Company of its obligations under the Transaction Documents and the consummation of the transactions contemplated hereby or thereby (including without limitation, the issuance of the Warrants and the reservation of a sufficient number of common shares of the Company as may be necessary to fully permit the exercise of the Warrants as of the date of issuance and the issuance of Warrant Shares) do not and will not conflict with, result in the breach or violation of, or constitute (with or without the giving of notice or the passage of time or both) a violation of, or default under any bond, debenture, note or other evidence of indebtedness, or under any lease, license, franchise, permit, indenture, mortgage, deed of trust, loan agreement, joint venture or other contract, agreement or instrument to which the Company or any of its Subsidiaries is a party or by which it or its properties may be bound or affected, except for such conflicts, breaches, violations or defaults (other than any such conflicts, breaches, violations or defaults that have been waived prior to the date of this Agreement) that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect.

(i) Except for any Current Report on Form 8-K to be filed by the Company in connection with the transactions contemplated hereby, neither the Company nor any of its Subsidiaries is required to give any notice to, or make any filings with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by the Transaction Documents. Assuming the truth and accuracy of the representations and warranties of the Shareholders in Section 5, no consent, approval, authorization or other order of, or registration, qualification or filing with, any court, regulatory body, administrative agency, self-regulatory organization, stock exchange or market (including The Nasdaq Stock Market LLC (“*Nasdaq*”)), or other governmental body is required for the execution and delivery of the Transaction Documents, the valid issuance and delivery of the Warrants to be issued pursuant to the Transaction Documents other than such as have been or will be made or obtained. The Company and its Subsidiaries are unaware of any facts or circumstances that might prevent the Company from obtaining or effecting any of the registration, application or filings pursuant to this Section 2(i).

(j) Assuming the truth and accuracy of the representations and warranties and compliance with the covenants of the Shareholders herein, the issuance of the Warrants in the Exchange will be exempt from the registration requirements of the Securities Act pursuant to Section 3(a)(9) of the Securities Act and the issuance of the Warrant Shares upon the subsequent exercise of the Warrants will be exempt from the registration requirements of the Securities Act pursuant to Section 3(a)(9) of the Securities Act if such exercise is effected through a “cashless exercise” pursuant to the terms of the Warrants.

(k) As of the execution of this Agreement, other than with respect to the transactions contemplated hereby, no material event or circumstance has occurred which would be required to be publicly disclosed or announced on a Current Report on Form 8-K, either as of the date hereof or solely with the passage of time, by the Company but which has not been so publicly announced or disclosed.

(5) Each Shareholder, as to itself only, represents and warrants to the Company as follows:

(a) The Shareholder has the requisite power and authority to enter into this Agreement and consummate the Exchange and such transactions shall not contravene any contractual, regulatory, statutory or other obligation or restriction applicable to the Shareholder that would reasonably be expected to have a material effect on the Shareholder's ability to consummate the Exchange and the Shareholder has taken all necessary action required for the due authorization, execution, delivery and performance by the Shareholder of this Agreement and the consummation of the transactions contemplated hereby.

(b) The Shareholder is the beneficial owner of, and has valid and marketable title to, the Common Shares set forth opposite from its name on Schedule I attached hereto, free and clear of any lien, pledge, restriction or other encumbrance (other than restrictions on transfer under applicable securities laws), and has the absolute and unrestricted right, power and capacity to surrender and exchange the Common Shares set forth opposite from its name on Schedule I attached hereto, free and clear of any lien, pledge, restriction or other encumbrance. The Shareholder is not a party to or bound by, and the Common Shares set forth opposite from its name on Schedule I attached hereto are not subject to, any agreement (other than this Agreement), understanding or other arrangement (i) granting any option, warrant or right of first refusal with respect to such Common Shares to any person, (ii) restricting its right to surrender and exchange such Common Shares as contemplated by this Agreement, or (iii) restricting any other of its rights with respect to such Common Shares. The Shareholder purchased the Common Shares set forth opposite from its name on Schedule I attached hereto from the Company pursuant to the Securities Purchase Agreement, dated as of March 7, 2024, by and among the Company and the Shareholders.

(c) Neither the Shareholder nor any of its affiliates nor any person acting on behalf of or for the benefit of any of the forgoing, has paid or given, or agreed to pay or give, directly or indirectly, any commission or other remuneration (within the meaning of Section 3(a)(9) of the Securities Act and the rules and regulations of the Commission promulgated thereunder) for soliciting the Exchange, and the Shareholder has received no consideration for the Common Shares set forth opposite from its name on Schedule I attached hereto other than the Warrant.

(d) The Shareholder acknowledges that no person has been authorized to give any information or to make any representation concerning the Company or the Exchange other than as contained in the Transaction Documents and that the Company takes no responsibility for, and provides no assurance as to the reliability of, any other information that others may provide to the Shareholder.

(e) There is no claim, action, suit, audit, assessment, arbitration or inquiry, or any proceeding or, to the Shareholder's knowledge, investigation, by or before any governmental authority pending, or to the Shareholder's knowledge, currently threatened against the Shareholder that challenges the consummation by the Shareholder of this Agreement or the transactions contemplated hereby or would, individually or in the aggregate, otherwise reasonably be expected to have a material adverse effect on the ability of the Shareholder to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

(f) The Shareholder will acquire the Warrant as principal and is not resident in any jurisdiction of Canada.

(g) The Shareholder understands that the Warrant and the Warrant Shares to be issued upon exercise of the Warrant (i) are “restricted securities” and the offer and sale thereof have not been registered under the Securities Act or any applicable state securities law, and (ii) have not been qualified for distribution in Canada, and may not be offered or sold in Canada during the course of their distribution except pursuant to a Canadian prospectus or a prospectus exemption. The Shareholder has independently made its own analysis and decision to invest in the Warrant and the Warrant Shares to be issued upon exercise of the Warrant.

(6) Restrictions on Transferability.

(a) The Warrants and the Warrant Shares to be issued upon exercise of the Warrants may only be disposed of in compliance with state, provincial and federal securities laws. In connection with any transfer of the Warrants and the Warrant Shares other than pursuant to an effective registration statement or Rule 144 promulgated by the Commission pursuant to the Securities Act (“*Rule 144*”), to the Company or to an affiliate of the Shareholders, the Company may require the transferor thereof to provide to the Company customary representations and other documentation (which shall not include a legal opinion), the form and substance of which shall be reasonably satisfactory to the Company, to enable the Company and its counsel to conclude that such transfer does not require registration under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights and obligations of the Shareholder under this Agreement.

(b) Each Shareholder agrees to the imprinting, so long as is required by this Section 6, of a legend on the Warrant to be issued to such Shareholder and the Warrant Shares to be issued upon exercise of such Warrant in the following form:

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

(c) Certificates evidencing the Warrants Shares shall not contain any legend (including the legend set forth above), (i) while a registration statement covering the resale of such Warrant Shares is effective under the Securities Act, (ii) following any sale of such Warrant Shares pursuant to Rule 144, (iii) if such Warrant Shares are eligible for sale under Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission), and the earliest of clauses (i) through (iv), the “*Delegend Date*”). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly after the Delegend Date if required by the Company and/or the Transfer Agent to effect the removal of the legend hereunder, or at the request of the Shareholder, which opinion shall be in form and substance reasonably acceptable to the Shareholder. From and after the Delegend Date, such Warrant Shares shall be issued free of all legends. The Company agrees that following the Delegend Date or at such time as such legend is no longer required under this Section 6, it will, no later than one (1) Trading Day following the delivery by a Shareholder to the Company or the Transfer Agent of a certificate representing the Warrant Shares issued with a restrictive legend along with such certificate(s) or other documentation reasonably requested by the Company’s counsel and/or the Transfer Agent, including a customary representation letter, in form and substance reasonably acceptable to the Company’s counsel and/or the Transfer Agent, deliver or cause to be delivered to the Shareholder a certificate representing such common shares of the Company that is free from all restrictive and other legends or, at the request of the Shareholder shall credit the account of the Shareholder’s broker with the Depository Trust Company System as directed by the Shareholder. “*Trading Day*” means any weekday on which Nasdaq, or other trading market on which the Warrant Shares are primarily listed on and quoted for trading, is normally open for trading.

(d) Each Shareholder agrees with the Company that such Shareholder will sell the Warrant and any Warrant Shares to be issued upon exercise of the Warrant pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if the Warrant or any Warrant Shares to be issued upon exercise of such Warrant are sold pursuant to a registration statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from any certificate representing the Warrant or such Warrant Shares as set forth in this Section 6 is predicated upon the Company’s reliance upon this understanding.

(7) The Company shall reimburse the Shareholders up to an aggregate of USD\$25,000 for reasonable out-of-pocket fees and disbursements of counsel actually incurred by the Shareholders in connection with the proposed Exchange; provided that if this Agreement is terminated by the Shareholders prior to the Exchange Closing Date, the Company shall have no such reimbursement obligation. Except as provided in the immediately preceding sentence, each party shall pay all costs and expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of the Transaction Documents.

(8) This Agreement, and any action or proceeding arising out of or relating to this Agreement, shall be exclusively governed by the internal laws of the State of New York.

(9) In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect. In such an event, the Shareholder and the Company shall endeavor in good faith negotiations to modify this Agreement so as to affect the original intent of the parties as closely as possible.

(10) No provision of this Agreement may be amended or modified except upon the written agreement of the Company and the Shareholders, and no provision hereof may be waived other than by a written instrument signed by the party against whom enforcement of such waiver is sought.

(11) All the covenants and agreements in this Agreement contained by or on behalf of the parties hereto shall bind their successors and assigns, whether so expressed or not. This Agreement is not intended to confer any rights or remedies upon any person other than the parties hereto. The Shareholders may not assign this Agreement or its rights hereunder without the Company's prior written agreement.

(12) This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(13) At or prior to 9:00 a.m., New York City time, on the first business day after the date hereof (the “**Disclosure Time**”), the Company shall file with the Commission a Current Report on Form 8-K (the “**Disclosure Document**”) announcing the Exchange, which Disclosure Document the Company acknowledges and agrees will disclose all material nonpublic information with respect to the Exchange and any other information otherwise communicated by the Company to the Shareholder that constitutes material non-public information. Immediately following the filing of the Disclosure Document, the Shareholders shall not be in possession of any material nonpublic information received from the Company, any of its Subsidiaries or any of its respective officers, directors, affiliates, employees or agents that is not disclosed in the Disclosure Document. In addition, effective upon the earlier of (i) the Disclosure Time and (ii) the filing of the Disclosure Document, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Shareholders or any of its affiliates, on the other hand, shall terminate and be of no further force or effect. The Company understands and confirms that the Shareholders and their respective affiliates will rely on the foregoing representations in effecting transactions in securities of the Company. Without the prior written consent of the Shareholders, the Company shall not disclose the name of the Shareholders in the Disclosure Document or in any other filing or announcement, unless such disclosure is required by applicable law, rule, regulation or legal process based on advice of counsel, in which case the Company shall provide the Shareholders with written notice of such disclosure permitted under this Section (13) prior to such disclosure and reasonably consult with the Shareholders regarding such disclosure.

(14) Notices. Any and all notices or other communications or deliveries hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail prior to 5:30 P.M., New York City time, on a Trading Day so long as the sender of an e-mail has not received an automated notice of delivery failure from the proposed recipient’s computer server, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via e-mail on a day that is not a Trading Day or on or after 5:30 P.M., New York City time, on any Trading Day so long as the sender of an e-mail has not received an automated notice of delivery failure from the proposed recipient’s computer server, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service specifying next business day delivery, and (iv) upon actual receipt by the person to whom such notice is required to be given, if by hand delivery.

(15) This Agreement represents the entire agreement and understanding among the parties regarding the terms and conditions of the Exchange and supersedes all prior agreements related thereto.

[SIGNATURE PAGES FOLLOW]

Please sign to acknowledge agreement with the above terms and return to the undersigned.

Shareholders:

Commodore Capital Master LP

By: /s/ Michael Kramarz, MD

Name: Michael Kramarz, MD

Title: Authorized Signatory

Deep Track Biotechnology Master Fund, LTD

By: /s/ Nir Messafi

Name: Nir Messafi

Title: Authorized Person

[Signature Page to Exchange Agreement]

Acknowledged and agreed to:

Mind Medicine (MindMed) Inc.

By: /s/ Robert Barrow

Name: Robert Barrow

Title: Chief Executive Officer

[Signature Page to Exchange Agreement]

SCHEDULE I

Shareholder	Common Shares to be Exchanged	Broker Name	Broker DTC #	Warrants to be received in the Exchange will be exercisable for the following number of Warrant Shares
Commodore Capital Master LP	4,000,000	J.P. Morgan Securities LLC	#352	4,000,000
Deep Track Biotechnology Master Fund, LTD	4,000,000	Morgan Stanley & Co. LLC	#5	4,000,000

SCHEDULE II

Mind Medicine, Inc.

MindMed Discover GmbH

MindMed Pty Ltd

Healthmode, Inc.

EXHIBIT A

FORM OF WARRANT TO PURCHASE COMMON SHARES

**AMENDMENT NO. 1 TO THE
REGISTRATION RIGHTS AGREEMENT**

THIS AMENDMENT NO. 1 TO THE REGISTRATION RIGHTS AGREEMENT (this “*Amendment No. 1*”) is made and entered into as of October 17, 2024, by and between Mind Medicine (MindMed) Inc., a corporation incorporated under the laws of the Province of British Columbia, Canada (the “*Company*”), and each of the several purchasers signatory hereto (each such purchaser, a “*Purchaser*” and, collectively, the “*Purchasers*”).

RECITALS

WHEREAS, pursuant to the Securities Purchase Agreement, dated as of March 7, 2024, by and between the Company and each Purchaser (the “*Purchase Agreement*”), the Company and the Purchasers entered into the Registration Rights Agreement, dated as March 7, 2024 (the “*Registration Rights Agreement*”); and

WHEREAS, in connection with the execution of the Warrant Exchange Agreement, dated as of October 17, 2024, by and between the Company and each Purchaser (the “*Exchange Agreement*”), the Company and the Purchasers wish to amend the Registration Rights Agreement as set forth in this Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valid consideration, the sufficiency of which is acknowledged, Company and each Purchaser hereby agree as follows:

AGREEMENT

1. **Amendments to Section 1.** Section 1 of the Registration Rights Agreement is hereby:

(a) amended by replacing the first sentence in its entirety as follows:

Capitalized terms used and not otherwise defined herein that are defined in (i) the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement and (ii) the Exchange Agreement shall have the meanings given such terms in the Exchange Agreement.

(b) amended by replacing the definitions of “Prospectus”, “Registrable Securities” and “Registration Statement” in their entirety as follows:

“*Prospectus*” means the prospectus included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A or Rule 430B promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including pre- and post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus. For avoidance of doubt, the Exchange Prospectus Supplement shall be a Prospectus.

“Registrable Securities” means, as of any date of determination, all Shares, Warrant Shares and any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (A) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been sold or disposed of by the Holder in accordance with such effective Registration Statement (in which case, only any such security sold or disposed of by the holder shall cease to be a Registrable Security), (B) such Registrable Securities have been previously sold in accordance with Rule 144 (in which case, only any such security sold or disposed of by the holder shall cease to be a Registrable Security), (C) such securities become eligible for resale without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, (D) such securities shall have ceased to be outstanding, or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“Registration Statement” means any registration statement required to be filed hereunder pursuant to Section 2(a) or Section 2(c) and any additional registration statements contemplated by Section 2(b) or Section 4(c), including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement. For avoidance of doubt, the Warrant Shares Shelf Registration Statement shall be a Registration Statement.

(c) amended to include the definition of “WKSI,” which shall read as follows:

“WKSI” means a “well-known seasoned issuer” as defined under Rule 405 promulgated by the Commission pursuant to the Securities Act.

2. **Amendments to Section 2.** Section 2 of the Registration Rights Agreement is hereby:

(a) amended to include new subsection (c), which shall read as follows:

(c) Within two business days of the Exchange Closing Date, the Company shall prepare and file with the Commission a prospectus supplement pursuant to Rule 424(b) (the “*Exchange Prospectus Supplement*”) covering the resale of the Warrant Shares for an offering to be made on a continuous basis pursuant to Rule 415 or, if Rule 415 is not available for offers and sales of the Warrant Shares, by such other means of resale of the Warrant Shares as the Holder may reasonably specify. The Exchange Prospectus Supplement shall contain (unless otherwise directed by at least 85% in interest of the Holders) substantially the “Plan of Distribution” and the “Selling Stockholder” sections attached hereto as Annex A-2; provided, however, that no Holder shall be required to be named as an “underwriter” without such Holder’s express prior written consent. The Exchange Prospectus Supplement shall supplement the base prospectus forming a part of the Company’s registration statement on Form S-3 (No. 333-280548), which was filed with the Commission on June 28, 2024 and became automatically effective upon filing (the “*Warrant Shares Shelf Registration Statement*”). Subject to the terms of this Agreement, the Company shall use its best efforts to keep the Warrant Shares Shelf Registration Statement continuously effective under the Securities Act until the earlier date that all Warrant Shares covered by the Exchange Prospectus Supplement (i) have been sold, thereunder or pursuant to Rule 144 or any other rule of similar effect, or (ii) may be sold without volume or manner of sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144. If at any time following the filing of the Exchange Prospectus Supplement when the Company is required to re-evaluate its WKSII status, the Company determines that it is not a WKSII, the Company shall use its reasonable best efforts to (i) as promptly as possible post-effectively amend the Warrant Shares Shelf Registration Statement to a Registration Statement that is not automatically effective or file a new Registration Statement on Form S-3; (ii) have such post-effective amendment or Registration Statement declared effective by the SEC; and (iii) keep such Registration Statement effective during the period for which such Registration Statement is required to be kept effective in accordance with this Agreement.

(b) amended by replacing subsection (c) in its entirety with new subsection (d), which shall read as follows:

(d) If: (i) a Registration Statement covering Registrable Securities and required to be filed by the Company pursuant to Section 2(a) or Section 2(b) of this Agreement is not (a) filed with the Commission on or before the Filing Date or Cutback Filing Deadline, as applicable, (a “*Filing Failure*”) or (b) declared effective by the Commission on or before the Effectiveness Date or Cutback Effectiveness Deadline, as applicable, (an “*Effectiveness Failure*”) or (ii) on any day after a Registration Statement has been declared effective, or becomes automatically effective, by the Commission, as applicable, sales of all the Registrable Securities required to be included on such Registration Statement cannot be made for more than ten consecutive calendar days or more than an aggregate of 15 calendar days (which need not be consecutive calendar days) during any 12 month period pursuant to such Registration Statement due to the Company’s inaction or deficiency (including by reason of a stop order or because of a failure to keep such Registration Statement effective by disclosing such information as is necessary for sales to be made pursuant to such Registration Statement) (a “*Maintenance Failure*,” and each of a Filing Failure, an Effectiveness Failure and a Maintenance Failure being referred to as an “*Event*”, and for purposes of clause (i), the date on which such Event occurs, and for purposes of clause (ii), the date on which such ten or 15 calendar day period, as applicable, is exceeded, being referred to as “*Event Date*”), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (pro rata for any portion thereof) (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1.0% of the aggregate amount invested by such Holder for the Registrable Securities pursuant to the Purchase Agreement held by such Holder as of the Event Date; provided, that the aggregate liquidated damages payable hereunder shall not exceed, in the aggregate, 6.0% of the aggregate amount invested by such Holder for the Registrable Securities; and provided further that in the event of a cutback limitation as described in Section 2(b), liquidated damages hereunder shall only accrue and be payable with respect to Cutback Shares such that the liquidated damages shall be reduced in the same proportion as the total number of Shares required to be registered hereunder, *less* the Cutback Shares, bear to the total number of Shares required to be registered hereunder. By way of example, if the total number of Shares required to be registered hereunder is 1,000,000 and the number of Cutback Shares is 250,000, then the liquidated damages shall be reduced by 75%. If the Company fails to pay any partial liquidated damages pursuant to this Section 2(d) in full within ten (10) Business Days after the date payable, the Company will pay interest thereon at a rate of 12.0% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event. Notwithstanding anything contained herein, no liquidated damages shall accrue or be payable under this Section 2(d) on any securities that are not Registrable Securities.

3. **Amendments to Section 4.** Section 4 of the Registration Rights Agreement is hereby amended by replacing subsection (a) in its entirety as follows:

(a) Not less than five (5) Trading Days prior to the filing of each Registration Statement and not less than one (1) Trading Day prior to the filing of any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) respond and cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities (or, in the case of a Piggyback Registration Statement, the Holders of a majority of the Registrable Securities to be included in such Piggyback Registration Statement) shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than five (5) Trading Days after the Holders have been so furnished copies of a Registration Statement or one (1) Trading Day after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as ***Annex B-1 or Annex B-2, as applicable*** (a "***Selling Stockholder Questionnaire***") on or prior to the later of (x) a date that is not less than three (3) Trading Days prior to the Filing Date and (y) the end of the fourth (4th) Trading Day following the date on which such Holder receives draft materials in accordance with this Section 4. Each Holder agrees to furnish to the Company a completed Selling Stockholder Questionnaire simultaneously with the signing of the Exchange Agreement. Each Holder shall provide any additional information as may be reasonably requested by the Company and is necessary for purposes of complying with requirements under applicable securities laws and regulations or rules of any applicable stock exchange where the Common Stock is then listed.

4. **Amendments to Annex A.** Annex A of the Registration Rights Agreement is hereby amended to include Annex A-2 hereto.

5. **Amendments to Annex B.** Annex B of the Registration Rights Agreement is hereby amended to include Annex B-2 hereto.

6. **Other Amendments.**

(a) All references to Section 2(c), Section 2(d) and Section 2(e) in the Registration Rights Agreement are hereby amended to refer to Section 2(d), Section 2(e) and Section 2(f), respectively.

(b) All references to Annex A and Annex B in the Registration Rights Agreement are hereby amended to refer to Annex A-1 and Annex B-1, respectively.

(c) All references to “Common Stock” in the Registration Rights Agreement are hereby amended to refer to “Common Shares”.

7. **No Further Amendment.** Except as expressly provided by this Amendment No. 1, the Registration Rights Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and reaffirmed. Except as expressly set forth in this Amendment No. 1, no other terms and conditions of the Registration Rights Agreement are hereby amended, modified, supplemented or waived.

8. **Execution.** This Amendment No. 1 may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Registration Rights Agreement as of the date first written above.

Mind Medicine (MindMed) Inc.

By: /s/ Robert Barrow

Name: Robert Barrow

Title: Chief Executive Officer

[Signature page of holders follows]

[Signature Page to Amendment No. 1 to the Registration Rights Agreement]

Name of Holder: Deep Track Biotechnology Master Fund, Ltd.

Signature of Authorized Signatory of Holder: /s/ Nir Messafi

Name of Authorized Signatory: Nir Messafi

Title of Authorized Signatory: Authorized Person

[Signature Page to Amendment No. 1 to the Registration Rights Agreement]

Name of Holder: Commodore Capital Master LP

Signature of Authorized Signatory of Holder: /s/ Michael Kramarz, MD

Name of Authorized Signatory: Michael Kramarz, MD

Title of Authorized Signatory: Authorized Signatory

[Signature Page to Amendment No. 1 to the Registration Rights Agreement]

Plan of Distribution

Each selling stockholder of the common shares and any of their pledgees, assignees, donees, transferees or other successors-in-interest (each, a “selling stockholder,” and collectively, the “selling stockholders”), may, from time to time, sell, transfer or otherwise dispose of any or all of their common shares covered hereby on the principal Trading Market or any other stock exchange, market or trading facility on which the common shares are traded or in private transactions. These sales may be at fixed or negotiated prices. A selling stockholder may use any one or more of the following methods when selling common shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the common shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- to or through underwriters;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- in transactions through broker-dealers that agree with the selling stockholders to sell a specified number of such common shares at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- through the distribution of the common shares by any selling stockholder to its partners, members or stockholders;
- directly to one or more purchasers;
- through delayed delivery requirements;
- by pledge to secured debts and other obligations or any transfer upon the foreclosure under such pledges;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell common shares under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus. The securities have not been qualified for distribution in Canada, and may not be offered or sold in Canada during the course of their distribution except pursuant to a Canadian prospectus or a prospectus exemption.

Broker-dealers engaged by the selling stockholders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of common shares, from the purchaser) in amounts to be negotiated, but, except as set forth in any supplement to this prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with the sale of the common shares or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common shares in the course of hedging the positions they assume. The selling stockholders may also sell common shares short and deliver these common shares to close out their short positions, or loan or pledge the common shares to broker-dealers that in turn may sell these common shares. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative common shares which require the delivery to such broker-dealer or other financial institution of common shares offered by this prospectus, which common shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). The selling stockholders also may transfer the common shares in other circumstances in which the transferees, pledgees, donees or other successors-in-interest will be the selling beneficial owners for purposes of this prospectus.

The selling stockholders and any broker-dealers or agents that are involved in selling the common shares may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales (it being understood that the selling stockholders shall not be deemed to be underwriters solely as a result of their participation in this offering). In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the common shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each selling stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the common shares.

We are required to pay certain fees and expenses incurred by us incident to the registration of the common shares. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

We have agreed to keep this prospectus effective until the earlier of (i) the date on which the common shares may be resold by the selling stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, or (ii) all of the common shares have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale common shares will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the common shares covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale of common shares may not simultaneously engage in market making activities with respect to the common shares for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the selling stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the common shares by the selling stockholders or any other person. We will make copies of this prospectus available to the selling stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

SELLING STOCKHOLDERS

We have prepared this prospectus to allow the selling stockholders to offer and sell from time to time up to [-] common shares.

The number of common shares beneficially owned prior to the offering by the selling stockholders in the table below is based on information supplied to us by the selling stockholders, with beneficial ownership determined in accordance with the rules and regulations of the SEC and includes voting or investment power with respect to the common shares. This information does not necessarily indicate beneficial ownership for any other purpose. The percentage of beneficial ownership after this offering is based on [-] common shares outstanding as of [-].

The selling stockholders may sell some, all or none of the common shares offered by this prospectus from time to time. We do not know how long the selling stockholders will hold the common shares covered hereby before selling them and we currently have no agreements, arrangements or understandings with the selling stockholders regarding the sale or other disposition of any common shares.

In addition, since the date on which the selling stockholders provided the information, the selling stockholders may have sold, transferred or otherwise disposed of all or a portion of the common shares in transactions exempt from the registration requirements of the Securities Act. Any changed information given to us by the selling stockholders will be set forth in prospectus supplements, post-effective amendments or in filings we make with the SEC under the Exchange Act, which are incorporated by reference in this prospectus, if and when necessary.

As used in this prospectus, the term “selling stockholder” includes the selling stockholders listed in the table below, together with any additional selling stockholders listed in a prospectus supplement, and its donees, pledgees, assignees, transferees, distributees and successors-in-interest that receive such common shares in any non-sale transfer after the date of this prospectus.

Selling Stockholder	Common Shares Beneficially Owned Prior to Offering		Number of Common Shares Registered for Sale Hereby	Common Shares Beneficially Owned After Offering	
	Number of Common Shares	Percentage of Outstanding Common Shares		Number of Common Shares	Percentage of Outstanding Common Shares

**MIND MEDICINE (MINDMED) INC.
Selling Stockholder Notice and Questionnaire**

The undersigned beneficial owner of Common Stock (the “*Registrable Securities*”) of Mind Medicine (MindMed) Inc., a corporation incorporated under the laws of the Province of British Columbia, Canada (the “*Company*”), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the “*Commission*”) a [registration statement (the “*Registration Statement*”)] [prospectus supplement (the “*Prospectus Supplement*”)] for the registration under Rule 415 of the Securities Act of 1933, as amended (the “*Securities Act*”), of the resale of the Registrable Securities, in accordance with the terms of (i) the Registration Rights Agreement, dated as of March 7, 2024, to which the Company and the undersigned are parties (the “*Registration Rights Agreement*”) and (ii) the Warrant Exchange Agreement, dated as of October 17, 2024, by and among the Company and the undersigned (the “*Exchange Agreement*”). Copies of the Registration Rights Agreement and the Exchange Agreement are available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement or the Exchange Agreement, as applicable.

Certain legal consequences arise from being named as a Selling Stockholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a Selling Stockholder in the [Registration Statement and the related prospectus][Prospectus Supplement].

NOTICE

The undersigned beneficial owner (the “*Selling Stockholder*”) of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate as of the date hereof:

QUESTIONNAIRE

1. Name.

- (a) Full Legal Name of Selling Stockholder
- (b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:
- (c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

2. Address for Notices to Selling Stockholder:

Telephone:

E-mail:

Contact Person:

3. Broker-Dealer Status:

- (a) Are you a broker-dealer?

Yes “No”

(b) If “yes” to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes “No”

Note: If “no” to Section 3(b), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes “No”

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes “No”

Note: If “no” to Section 3(d), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement and the Exchange Agreement.

(a) Type and Amount of other Company securities beneficially owned by the Selling Stockholder:

5. Relationships with the Company:

Except as set forth below, the undersigned has not held any position or office or had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

The undersigned agrees to promptly notify the Company of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Company of any changes to the number of securities of the Company held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto, to the extent (but only to the extent) required by Regulation S-K. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: _____

Beneficial Owner:
By: _____
Name: _____
Title: _____

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO:

Annex B-3
