

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

MIND MEDICINE (MINDMED) INC.

(Exact name of registrant as specified in its charter)

British Columbia, Canada
 (State or other jurisdiction of
 incorporation or organization)

98-1582438
 (I.R.S. Employer
 Identification Number)

One World Trade Center, Suite 8500
New York, New York
(212) 220-6633
 (Address of Principal Executive Offices)

10007
 (Zip Code)

MIND MEDICINE (MINDMED) INC. 2025 EQUITY INCENTIVE PLAN
MIND MEDICINE (MINDMED) INC. PERFORMANCE AND RESTRICTED SHARE UNIT PLAN
INDIVIDUAL NONSTATUTORY STOCK OPTION AWARDS (INDUCEMENT GRANTS)
INDIVIDUAL RESTRICTED SHARE UNIT AWARDS (INDUCEMENT GRANTS)
INDIVIDUAL PERFORMANCE SHARE UNIT AWARDS (INDUCEMENT GRANTS)
 (Full titles of the plans)

Mark Sullivan
Chief Legal Officer
Mind Medicine (MindMed) Inc.
One World Trade Center
Suite 8500
New York, New York 10007
 (Name and address of agent for service)

(212) 220-6633
 (Telephone number, including area code, of agent for service)

Copies to:

Steven J. Abrams
Hogan Lovells US LLP
1735 Market Street
Suite 2300
Philadelphia, Pennsylvania 19103
(267) 675-4600

Trevor Scott
Minji Park
Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, British Columbia, Canada V7X 1K8
(778) 785-3000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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 7(a)(2)(B) of the Securities Act. ☐

EXPLANATORY NOTE

Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan

This registration statement on Form S-8 (this “*Registration Statement*”) is being filed by Mind Medicine (MindMed) Inc. (the “*Registrant*”), to register an aggregate of 13,818,090 common shares, no par value per share, of the Registrant (the “*Common Shares*”), issuable under the Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan

(the “**2025 Plan**”), consisting of (a) 4,500,000 Common Shares reserved for issuance under the 2025 Plan, and (b) a maximum of 9,318,090 Common Shares (the “**Outstanding Award Shares**”) consisting of (i) an aggregate of 3,500,979 Common Shares that were subject to outstanding option awards under the Mind Medicine (MindMed) Inc. Stock Option Plan, as amended (the “**Option Plan**”), and (ii) an aggregate of 5,817,111 Common Shares subject to outstanding restricted share unit awards and performance share unit awards under the Mind Medicine (MindMed) Inc. Performance and Restricted Share Unit Plan, as amended (the “**PRSU Plan**” and, together with the Option Plan, the “**Prior Plans**”), as of March 14, 2025, the date the Prior Plans were retired. Pursuant to Section 4.1 of the 2025 Plan, the Outstanding Award Shares will become available for issuance under the 2025 Plan if such awards under the Prior Plans are forfeited or otherwise terminated. The Board of Directors of the Registrant approved the 2025 Plan on April 22, 2025, and the Registrant’s shareholders approved the 2025 Plan at the Registrant’s 2025 Annual General and Special Meeting of Shareholders on June 12, 2025.

Mind Medicine (MindMed) Inc. Performance and Restricted Share Unit Plan

This Registration Statement is also being filed to register 147,133 Common Shares, issuable under the PRSU Plan.

Inducement Grants

This Registration Statement is also being filed to register an aggregate of 2,402,550 Common Shares issuable upon the exercise of individual nonqualified stock option awards and upon vesting and settlement of restricted share units and performance share units granted to employees of the Registrant as an inducement material to entry into employment with the Registrant, in accordance with Nasdaq Listing Rule 5635(c)(4).

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

As permitted by the rules of the Securities and Exchange Commission (the “**Commission**”), the information specified in Part I of Form S-8 is omitted from this Registration Statement. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the plans covered by this Registration Statement as required by Rule 428(b)(1) under the Securities Act of 1933, as amended (the “**Securities Act**”).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by the Registrant with the Commission are incorporated by reference into this Registration Statement:

- a) The Registrant’s Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2024, filed with the Commission on March 6, 2025, including portions of the Registrant’s Definitive Proxy Statement on [Schedule 14A](#), filed with the Commission on April 23, 2025, that are incorporated by reference into Part III of such Annual Report on Form 10-K;
- b) The Registrant’s Quarterly Report on [Form 10-Q](#) for the quarterly period ended March 31, 2025, filed with the Commission on May 8, 2025;

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- c) The Registrant’s Current Reports on Form 8-K (other than portions thereof furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits accompanying such reports that relate to such items), filed with the Commission on [January 13, 2025](#), [January 30, 2025](#), [April 15, 2025](#), [April 21, 2025](#), [May 27, 2025](#) and [June 16, 2025](#); and
 - d) The description of the Registrant’s common shares which is contained in the Registrant’s Registration Statement on [Form 8-A](#), filed with the Commission on April 22, 2021 (File No 001-40360) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), as updated by [Exhibit 4.1](#) to the Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, filed with the Commission on March 6, 2025, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be part hereof from the date of filing of such documents; provided, however, that documents or portions thereof that are furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement.

Any statement in a document incorporated or deemed to be incorporated by reference into this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or in any other later filed document that also is or is deemed to be incorporated by reference into this Registration Statement modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to be a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant is subject to the provisions of Part 5, Division 5 of the Business Corporations Act (*British Columbia*) (the “**Act**”), and the indemnification provisions set forth in the Registrant’s amended and restated articles (the “**Articles**”). The Registrant has also entered into indemnity agreements with each of its directors and executive officers which provide its directors and executive officers with contractual rights to indemnification and, in some cases, expenses advancement in any action or proceedings arising out of their services as one of its directors or executive officers or as a director or executive officer of any other company or enterprise to which the person provides services at the Registrant’s request.

Under the Registrant’s Articles and Section 160 of the Act, subject to Section 163 of the Act, the Registrant may:

- a) indemnify an individual who:

- i. is or was a director or officer of the Registrant,
- ii. is or was a director or officer of another corporation (A) at a time when such corporation is or was an affiliate of the Registrant; or (B) at the Registrant's request, or
- iii. at the Registrant's request, is or was, or holds or held a position equivalent to that of, a director or officer of a partnership, trust, joint venture or other unincorporated entity,

including, subject to certain limited exceptions, the heirs and personal or other legal representatives of that individual (collectively, an "*eligible party*"), against all eligible penalties, as defined below, to which the eligible party is or may be liable; and

- b) after final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by an eligible party in respect of that proceeding, where:
 - i. "*eligible penalty*" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding,
 - ii. "*eligible proceeding*" means a proceeding in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Registrant or an associated corporation (A) is or may be joined as a party, or (B) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding,
 - iii. "*expenses*" includes costs, charges and expenses, including legal and other fees, but does not include judgments, penalties, fines or amounts paid in settlement of a proceeding, and
 - iv. "*proceeding*" includes any legal proceeding or investigative action, whether current, threatened, pending or completed.

Under the Registrant's Articles, the Registrant may also indemnify any employee, agent or representative of the Registrant, subject to any restrictions under the Act.

Under the Registrant's Articles and Section 161 of the Act, and subject to Section 163 of the Act, the Registrant must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by an eligible party in respect of that proceeding if the eligible party (a) has not been reimbursed for those expenses, and (b) is wholly successful, on the merits or otherwise, in the outcome of the proceeding or is substantially successful on the merits in the outcome of the proceeding.

Under Section 162 of the Act, and subject to Section 163 of the Act, the Registrant may pay, as they are incurred in advance of the final disposition of an eligible proceeding, the expenses actually and reasonably incurred by an eligible party in respect of the proceeding, provided that the Registrant must not make such payments unless the Registrant first receives from the eligible party a written undertaking that, if it is ultimately determined that the payment of expenses is prohibited under Section 163 of the Act, the eligible party will repay the amounts advanced.

Under Section 163 of the Act, the Registrant must not indemnify an eligible party against eligible penalties to which the eligible party is or may be liable or pay the expenses of an eligible party in respect of that proceeding under Sections 160, 161 or 162 of the Act, as the case may be, if any of the following circumstances apply:

- a) if the indemnity or payment is made under an earlier agreement to indemnify or pay expenses and, at the time that the agreement to indemnify or pay expenses was made, the Registrant was prohibited from giving the indemnity or paying the expenses by the Registrant's memorandum or articles;
- b) if the indemnity or payment is made otherwise than under an earlier agreement to indemnify or pay expenses and, at the time that the indemnity or payment is made, the Registrant is prohibited from giving the indemnity or paying the expenses by the Registrant's memorandum or articles;
- c) if, in relation to the subject matter of the eligible proceeding, the eligible party did not act honestly and in good faith with a view to the best interests of the Registrant or the associated corporation, as the case may be; or
- d) in the case of an eligible proceeding other than a civil proceeding, if the eligible party did not have reasonable grounds for believing that the eligible party's conduct in respect of which the proceeding was brought was lawful.

If an eligible proceeding is brought against an eligible party by or on behalf of the Registrant or by or on behalf of an associated corporation, the Registrant must not either indemnify the eligible party under Section 160(a) of the Act against eligible penalties to which the eligible party is or may be liable, or pay the expenses of the eligible party under Sections 160(b), 161 or 162 of the Act, as the case may be, in respect of the proceeding.

Under Section 164 of the Act, and despite any other provision of Part 5, Division 5 of the Act and whether or not payment of expenses or indemnification has been sought, authorized or declined under Part 5, Division 5 of the Act, on application of the Registrant or an eligible party, the court may do one or more of the following:

- a) order the Registrant to indemnify an eligible party against any liability incurred by the eligible party in respect of an eligible proceeding;
- b) order the Registrant to pay some or all of the expenses incurred by an eligible party in respect of an eligible proceeding;
- c) order the enforcement of, or any payment under, an agreement of indemnification entered into by the Registrant;
- d) order the Registrant to pay some or all of the expenses actually and reasonably incurred by any person in obtaining an order under Section 164 of the Act; or
- e) make any other order the court considers appropriate.

Section 165 of the Act provides that the Registrant may purchase and maintain insurance for the benefit of an eligible party or the heirs and personal or other legal representatives of the eligible party against any liability that may be incurred by reason of the eligible party being or having been a director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Registrant or an associated corporation. Under the Registrant's Articles, the Registrant may also purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- a) is or was a director, officer, employee or agent of the Registrant;
- b) is or was a director, officer, employee or agent of another corporation at a time when such corporation is or was an affiliate of the Registrant;
- c) at the Registrant's request, is or was, a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity; and
- d) at the Registrant's request, holds or held a position equivalent to that of, a director or officer of a partnership, trust, joint venture or other unincorporated entity, against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.

The Registrant maintains directors' and officers' liability insurance which insures directors and officers for losses as a result of claims against the directors and officers of the Registrant in their capacity as directors and officers.

Pursuant to the Registrant's Articles, the failure of a director or officer of the Registrant to comply with the Act or the Registrant's Articles does not invalidate any indemnity to which he or she is entitled under the Registrant's Articles.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

Exhibit Number	Description	Form	Exhibit No.	Incorporated by Reference Filing Date	File No.
4.1	Amended and Restated Articles of Mind Medicine (MindMed) Inc., effective as of June 30, 2022.	8-K	3.1	June 30, 2022	001-40360
4.2	Notice of Articles, Incorporated on July 26, 2010, as altered on July 30, 2024.	10-Q	3.2	August 13, 2024	001-40360
4.3	Form of Mind Medicine (MindMed) Inc. Common Share Certificate.	10-K	4.2	February 28, 2024	001-40360
5.1*	Opinion of Osler, Hoskin & Harcourt LLP.				
23.1*	Consent of KPMG LLP.				
23.2*	Consent of Osler, Hoskin & Harcourt LLP (included in Exhibit 5.1).				
24.1*	Powers of Attorney (included on the signature page).				
99.1	Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan.	8-K	10.1	June 16, 2025	001-40360
99.2*	Form of Stock Option Award Agreement to Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan.				
99.3*	Form of Restricted Share Unit Award Agreement to Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan.				
99.4	Mind Medicine (MindMed), Inc. Performance and Restricted Share Unit Plan, as amended on March 7, 2023.	10-K	10.16	March 9, 2023	001-40360
99.5	Form of Restricted Share Unit Award Agreement to Mind Medicine (MindMed) Inc. Performance and Restricted Share Unit Plan.	10-K	10.4	March 28, 2022	001-40360
99.6	Form of Performance Share Unit Award Agreement to Performance and Restricted Share Unit Plan.	10-Q	10.1	May 8, 2025	001-40360
99.7	Form of Performance Share Unit Award Agreement granted as an Inducement Award.	10-Q	10.2	May 8, 2025	001-40360
99.8	Form of Restricted Share Unit Award Agreement granted as an Inducement Award.	10-Q	10.3	May 8, 2025	001-40360
99.9	Form of Option Agreement granted as an Inducement Award.	10-Q	10.4	May 8, 2025	001-40360
107*	Filing Fee Table.				

* Filed herewith.

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on June 20, 2025.

Mind Medicine (MindMed) Inc.

By: /s/ Robert Barrow
Robert Barrow
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Robert Barrow and Mark R. Sullivan, and each of them, his or her true and lawful agents, proxies and attorneys-in-fact, with full power of substitution and resubstitution, for and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert Barrow</u> Robert Barrow	Chief Executive Officer and Director (Principal Executive Officer)	June 20, 2025
<u>/s/ Brandi L. Roberts</u> Brandi L. Roberts	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 20, 2025
<u>/s/ Suzanne Bruhn</u>	Director	

<div><div></div><div>Suzanne Bruhn, PhD</div></div>	Director	June 20, 2025
<div><div>/s/ David Gryska</div><div>David Gryska</div></div>	Director	June 20, 2025
<div><div>/s/ Roger Crystal</div><div>Roger Crystal, MD</div></div>	Director	June 20, 2025
<div><div>/s/ Andreas Krebs</div><div>Andreas Krebs</div></div>	Director	June 20, 2025
<div><div>/s/ Carol A. Vallone</div><div>Carol A. Vallone</div></div>	Director	June 20, 2025

SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE OF THE REGISTRANT

Pursuant to the requirements of Section 6(a) of the Securities Act of 1933, as amended, the undersigned has signed this Registration Statement, solely in its capacity as duly authorized representative of Mind Medicine (MindMed) Inc. in the United States, on the 20th day of June, 2025.

/s/ Mark R. Sullivan

Mark R. Sullivan

Chief Legal Officer & Corporate Secretary

June 20, 2025

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

Dear Sirs/Mesdames:

Re: Mind Medicine (MindMed) Inc. - Registration Statement on Form S-8

We have acted as Canadian counsel to Mind Medicine (MindMed) Inc. (the “**Company**”), a company incorporated under the *Business Corporations Act* (British Columbia), in connection with the registration of up to an aggregate of 16,367,773 common shares, no par value per share, of the Company (the “**Common Shares**”) reserved for issuance pursuant to the Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan effective June 12, 2025 (the “**2025 Plan**”), pursuant to the Mind Medicine (MindMed) Inc. Performance and Restricted Share Unit Plan, as amended and restated on March 7, 2023 (the “**PRSU Plan**” and, together with the 2025 Plan, the “**Plans**”) and pursuant to the exercise of individual nonstatutory stock option awards and upon vesting and settlement of restricted share units and performance share units granted to employees of the Company as an inducement material to entry into employment with the Company, in accordance with Nasdaq Listing Rule 5635(c)(4) (the “**Inducement Grants**”), pursuant to a registration statement on Form S-8 (the “**Registration Statement**”) filed on June 20, 2025 with the United States Securities and Exchange Commission under the *Securities Act of 1933*, as amended, relating to the registration of the Common Shares.

We have examined the Registration Statement, the Plans, the form of Award Agreement (as defined in the 2025 Plan), the form of Award Agreement (as defined in the PRSU Plan) and the forms of individual nonstatutory stock option agreement, restricted share unit award agreement and performance share unit award agreement with respect to Inducement Grants (collectively, the “**Inducement Grant Award Agreements**”) 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 opinion 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.

In reviewing the foregoing documents and in giving this opinion, we have assumed 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.

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We are qualified to practice law in the Province of British Columbia and this opinion is rendered solely with respect to the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

On the basis of the foregoing, we are of the opinion that the Common Shares have been authorized for issuance pursuant to the terms of the PRSU Plan, the 2025 Plan and Inducement Grant Award Agreements, as applicable, and, (a) when issued in accordance with the terms of the PRSU Plan and the applicable Award Agreement (as defined in the PRSU Plan), (b) when issued, and paid for, as applicable, in accordance with the terms of the 2025 Plan and the applicable Award Agreement (as defined in the 2025 Plan), or (c) when issued in accordance with the terms of the applicable Inducement Grant Award Agreement, as applicable, the Common Shares will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Yours very truly,

(signed) Osler, Hoskin & Harcourt LLP

Osler, Hoskin & Harcourt LLP

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated March 6, 2025, with respect to the consolidated financial statements of Mind Medicine (MindMed) Inc., incorporated herein by reference.

/s/ KPMG LLP

San Diego, California
June 20, 2025

**MIND MEDICINE (MINDMED) INC.
2025 EQUITY INCENTIVE PLAN**

**NONQUALIFIED STOCK OPTION AGREEMENT
COVER SHEET**

Mind Medicine (MindMed) Inc., a company incorporated under the laws of the Province of British Columbia (the “**Company**”), hereby grants an option (the “**Option**”) to purchase the Company’s common shares, without par value (the “**Common Shares**”), to the Grantee named below, subject to the vesting and other conditions set forth below. Additional terms and conditions of the Option are set forth in this cover sheet and in the attached Nonqualified Stock Option Agreement (together, the “**Agreement**”) and in the Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan (as it has been or may be amended and/or restated from time to time, the “**Plan**”).

Name of Grantee: _____

Grant Date: _____

Number of Common Shares Covered by the Option: _____

Option Price per Common Share: _____

Vesting Commencement Date: _____

Vesting Schedule: _____

By your electronic acknowledgement of this Agreement, you agree to all of the terms and conditions described in the Agreement and in the Plan (a copy of which has been made available to you and will be provided on request). You acknowledge that you have carefully reviewed the Plan and agree that the Plan shall control in the event any provision of this Agreement should appear to be inconsistent with the Plan.

Grantee: _____ Date: _____
(Signature)

Company: _____ Date: _____
(Signature)

Name: _____

Title: _____

Attachment

This is not a share certificate or a negotiable instrument.

**MIND MEDICINE (MINDMED) INC.
2025 EQUITY INCENTIVE PLAN**

NONQUALIFIED STOCK OPTION AGREEMENT

Nonqualified Stock Option	This Agreement evidences an award of an Option exercisable for the number of Common Shares set forth on the cover sheet and subject to the terms and conditions set forth in this Agreement and the Plan. This Option is not intended to be an “incentive stock option” under Section 422 of the Code and will be interpreted accordingly.
Vesting	<p>Your Option is exercisable only before it expires and then only with respect to the vested portion of the Option.</p> <p>Your Option shall vest in accordance with the vesting schedule set forth on the cover sheet of this Agreement. To the extent that vesting could result in any fractional shares, resulting fractional shares will be rounded to the nearest whole Common Share and shall be rounded down as necessary as of the last applicable vesting date; provided, in all cases, you cannot vest in more than the number of Common Shares covered by your Option, as set forth on the cover sheet of this Agreement.</p>
Leaves of Absence	<p>For purposes of this Agreement, your Service does not terminate when you go on a <i>bona fide</i> leave of absence that was approved by the Company in writing if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by Applicable Laws. Your Service terminates in any event when the approved leave ends unless you immediately return to active employee work.</p> <p>The Company may determine, in its discretion, which leaves count for this purpose and when your Service terminates for all purposes under the Plan in accordance with the provisions of the Plan.</p>
Expiration/Term	Notwithstanding anything in this Agreement to the contrary, your Option will expire in any event at the close of business at Company headquarters on the day before the tenth (10 th) anniversary of the Grant Date, as shown on the cover sheet. Your Option will expire earlier if your Service terminates, as described below, or may terminate earlier if a Change in Control occurs.

Forfeiture of Unvested Options Unless the termination of your Service triggers accelerated vesting or other treatment of your Option pursuant to the terms of this Agreement, the Plan, a written employment or other written compensatory agreement between you and the Company or an Affiliate, or a written compensatory program or policy of the Company or an Affiliate otherwise applicable to you, you will immediately and automatically forfeit to the Company the unvested portion of the Option in the event your Service terminates for any reason.

1

Forfeiture of Vested Options If your Service terminates for any reason, other than for death or for Cause, the vested portion of your Option will expire at the close of business at Company headquarters on the ninetieth (90th) day after your termination date.

Treatment of Unvested and Vested Options - Death If your Service terminates because of your death, the unvested portion of you Option will become fully vested and immediately exercisable and your vested Option will remain exercisable for a period ending twelve (12) months following the date of death (but subject to the earlier expiration of the term, as described above).

Treatment of Unvested and Vested Options - Cause If your Service is terminated for Cause, then you shall immediately forfeit all rights to your entire Option (both vested and unvested portions), and the Option shall immediately and automatically expire.

Notice of Exercise The vested portion of your Option may be exercised, in whole or in part, by (i) giving written notice to the Company or its designee or agent in such form and manner and following such procedures as the Company may prescribe, of your intent to exercise and (ii) delivering to the Company or its designee or agent full payment for the Common Shares as to which the Option is to be exercised. The notice must specify how many Common Shares you wish to purchase and must also specify how your Common Shares should be registered.

If someone else wants to exercise this Option after your death, that person must prove to the Company's satisfaction that he or she is entitled to do so.

Form of Payment When you wish to exercise this Option in full or in part, you must include payment of the aggregate Option Price for the Common Shares you are purchasing. Payment may be made in one (or a combination) of the following forms:

- Cash or another cash equivalent acceptable to the Company.
- If permitted by the Company, in any other form that is consistent with Applicable Laws, including by delivery (on a form acceptable to the Committee) of an irrevocable direction to a licensed securities broker acceptable to the Company to sell Common Shares and to deliver all or part of the proceeds of such sale to the Company in payment of such Option Price.

Evidence of Issuance The issuance of the Common Shares upon exercise of this Option shall be evidenced in such a manner as the Company, in its discretion, deems appropriate, including, without limitation, by (i) book-entry registration or (ii) issuance of one or more share certificates.

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Withholding Taxes You agree as a condition of this Agreement that you will make acceptable arrangements to pay any withholding or other taxes that may be due as a result of the Option exercise or the sale of Common Shares acquired under this Option. In the event that the Company or any Affiliate, as applicable, determines that any federal, state, local, or foreign tax or withholding payment is required relating to the exercise of this Option or the sale of Common Shares arising from this Option, the Company or any Affiliate shall have the right to require you to tender a cash payment, or in the Committee's discretion, to (i) withhold from the Common Shares to be issued to you a number of Common Shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due or (ii) require transfer of the Common Shares owned with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due, provided that any Common Shares withheld will have an aggregate Fair Market Value not exceeding the minimum amount of tax required to be withheld by Applicable Laws; provided, however, for so long as Accounting Standards Update 2016-09 or a similar rule remains in effect, the Committee has full discretion to choose, or to allow you to elect, to withhold a number of Common Shares having an aggregate Fair Market Value that is greater than the applicable minimum required statutory withholding obligation provided that any Common Shares withheld will have an aggregate Fair Market Value not exceeding the maximum amount of tax required to be withheld by Applicable Laws.

You agree that the Company or any Affiliate shall be entitled to use whatever method it may deem appropriate to recover such taxes. You further agree that the Company or any Affiliate may, as it reasonably considers necessary, amend or vary this Agreement to facilitate such recovery of taxes.

Transferability During your lifetime, only you (or, in the event of your legal incapacity or incompetency, your guardian or legal representative) may exercise the Option. Your Option may not be sold, assigned, transferred, pledged, hypothecated, or otherwise encumbered, whether by operation of law or otherwise, other than by will or by the laws of descent and distribution. If you attempt to do anything other than as expressly permitted by this Agreement, you will immediately and automatically forfeit your Option.

Retention Rights This Agreement and the Option evidenced hereby do not give you the right to expectation of employment or other Service by, or to continue in the employment or other Service of, the Company or any Affiliate. Unless otherwise specified in a written employment or other written compensatory agreement between you and the Company or an Affiliate, the Company or any Affiliate, as applicable, reserves the right to terminate your employment or other Service relationship with the Company or an Affiliate at any time and for any reason.

Shareholder Rights You have no rights as a shareholder with respect to the Option unless and until the Common Shares underlying the Option have been issued to you upon exercise and either a certificate evidencing your Common Shares has been issued or an appropriate entry has been made on the Company's books. No adjustments to your Common Shares shall be made for dividends, distributions, or other rights on or with respect to the Common Shares generally if the applicable record date for any such dividend, distribution, or right occurs before your certificate is issued (or an appropriate book entry is made), except as described in the Plan.

Change of Control Your Option shall be subject to the terms of any applicable agreement relating to a Change in Control in the event the Company is subject to a Change in Control.

Clawback This Option is subject to mandatory repayment by you to the Company in the circumstances specified in the Plan, including to the extent you are or in the future become subject to any Company “clawback” or recoupment policy or Applicable Laws that require the repayment by you to the Company of compensation paid by the Company to you in the event that you fail to comply with, or violate, the terms or requirements of such policy or Applicable Laws.

Applicable Law This Agreement will be interpreted and enforced under the laws of the Province of British Columbia.

The Plan The text of the Plan is incorporated into this Agreement by reference.

Certain capitalized terms used in this Agreement are defined in the Plan and have the meaning set forth in the Plan.

This Agreement and the Plan constitute the entire understanding between you and the Company regarding this Option. Any prior agreements, commitments, or negotiations concerning this Option are superseded, except that any written employment, consulting, confidentiality, non-competition, non-solicitation, and/or severance agreement between you and the Company or an Affiliate, as applicable, shall supersede this Agreement with respect to its subject matter.

Data Privacy As a condition of the grant of the Option, you consent to the collection, use, and transfer of personal data as described in this paragraph. You understand that the Company and its Affiliates hold certain personal information about you, including your name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to Common Shares awarded, cancelled, exercised, vested or unvested (“**Data**”). You further understand that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration, and management of your participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan. You understand that these recipients may be located in the European Economic Area or elsewhere, such as the United States. You authorize them to receive, possess, use, retain, and transfer such Data as may be required for the administration of the Plan or the subsequent holding of Common Shares on your behalf, in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan, including any requisite transfer to a broker or other third party with whom you may elect to deposit any Shares acquired under the Plan. You understand that you may, at any time, view such Data or require any necessary amendments to the Data.

Consent to Electronic Delivery You agree, by accepting the Option, to receive documents related to the Option by electronic delivery (including e-mail or reference to a website or other URL) and, if requested, agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, and your consent shall remain in effect throughout your term of Service and thereafter until you withdraw such consent in writing to the Company.

Code Section 409A The grant of the Option under this Agreement is intended to be exempt from Code Section 409A (“**Section 409A**”), and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance with Section 409A. Notwithstanding anything to the contrary in the Plan or this Agreement, none of the Company, its Affiliates, the Board, or the Committee will have any obligation to take any action to prevent the assessment of any excise tax or penalty on you under Section 409A, and none of the Company, its Affiliates, the Board, or the Committee will have any liability to you for such tax or penalty.

*By accepting this Agreement, you agree to all of
the terms and conditions described above and in the Plan*

**MIND MEDICINE (MINDMED) INC.
2025 EQUITY INCENTIVE PLAN**

**RESTRICTED SHARE UNIT AGREEMENT
COVER SHEET**

Mind Medicine (MindMed) Inc., a company incorporated under the laws of the Province of British Columbia (the “**Company**”), hereby grants restricted share units (the “**RSUs**”) relating to the Company’s common shares, without par value (the “**Common Shares**”), to the Grantee named below, subject to the vesting and other conditions set forth below. Additional terms and conditions of the RSUs are set forth in this cover sheet and in the attached Restricted Share Unit Agreement (together, the “**Agreement**”) and in the Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan (as it has been or may be amended and/or restated from time to time, the “**Plan**”).

Name of Grantee: _____

Grant Date: _____

Number of Common Shares Covered by the RSUs: _____

Vesting Commencement Date: _____

Vesting Schedule: _____

By your electronic acknowledgement of this Agreement, you agree to all of the terms and conditions described in the Agreement and in the Plan (a copy of which has been made available to you and will be provided on request). You acknowledge that you have carefully reviewed the Plan and agree that the Plan shall control in the event any provision of this Agreement should appear to be inconsistent with the Plan.

Grantee: _____ Date: _____
(Signature)

Company: _____ Date: _____
(Signature)

Name: _____

Title: _____

Attachment

This is not a share certificate or a negotiable instrument.

**MIND MEDICINE (MINDMED) INC.
2025 EQUITY INCENTIVE PLAN**

RESTRICTED SHARE UNIT AGREEMENT

Restricted Share Units	This Agreement evidences an award of RSUs in the number set forth on the cover sheet and subject to the terms and conditions set forth in this Agreement and the Plan.
Transferability	Your RSUs may not be sold, assigned, transferred, pledged, hypothecated, or otherwise encumbered, whether by operation of law or otherwise, other than by will or by the laws of descent and distribution. If you attempt to do anything other than as expressly permitted by this Agreement, you will immediately and automatically forfeit your RSUs.
Vesting	<p>Your RSUs shall vest in accordance with the vesting schedule set forth on the cover sheet of this Agreement.</p> <p>To the extent that vesting could result in any fractional shares, resulting fractional shares will be rounded to the nearest whole Common Share and shall be rounded down as necessary as of the last applicable vesting date; provided, in all cases, you cannot vest in more than the number of Common Shares covered by your RSUs, as set forth on the cover sheet of this Agreement.</p>
Leaves of Absence	<p>For purposes of this Agreement, your Service does not terminate when you go on a <i>bona fide</i> leave of absence that was approved by the Company in writing if the terms of the leave provide for continued Service crediting, or when continued Service crediting is required by Applicable Laws. Your Service terminates in any event when the approved leave ends unless you immediately return to active employee work.</p> <p>The Company may determine, in its discretion, which leaves count for this purpose and when your Service terminates for all purposes under the Plan in accordance with the provisions of the Plan.</p>
Forfeiture of Unvested RSUs	Unless the termination of your Service triggers accelerated vesting or other treatment of your RSUs pursuant to the terms of this Agreement, the Plan, a written employment or other written compensatory agreement between you and the Company or an Affiliate, or a written compensatory program or policy of the Company or an Affiliate otherwise applicable to you, you will immediately and automatically forfeit to the Company all of your unvested RSUs in the event your Service terminates for any reason.
Termination of Service Due to Death	Upon termination of your Service due to your death prior to any vesting date, your unvested RSUs will become one hundred percent (100%) vested.

Delivery Delivery of the Common Shares represented by your vested RSUs shall be made as soon as practicable after the date on which your RSUs vest and, in any event, by no later than March 15 of the calendar year following the year in which your RSUs vest.

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Evidence of Issuance The issuance of the Common Shares with respect to the RSUs shall be evidenced in such a manner as the Company, in its discretion, deems appropriate, including, without limitation, by (i) book-entry registration or (ii) issuance of one or more share certificates.

Withholding Taxes You agree as a condition of this Agreement that you will make acceptable arrangements to pay any withholding or other taxes that may be due relating to the RSUs or the issuance of Common Shares with respect to the RSUs. In the event that the Company or any Affiliate, as applicable, determines that any federal, state, local, or foreign tax or withholding payment is required relating to the RSUs or the issuance of Common Shares with respect to the RSUs, the Company or any Affiliate shall have the right to require you to tender a cash payment, or in the Committee's discretion, to (i) withhold from the Common Shares to be issued to you a number of Common Shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due or (ii) require transfer of the Common Shares owned with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due, provided that any Common Shares withheld will have an aggregate Fair Market Value not exceeding the minimum amount of tax required to be withheld by Applicable Laws; provided, however, for so long as Accounting Standards Update 2016-09 or a similar rule remains in effect, the Committee has full discretion to choose, or to allow you to elect, to withhold a number of Common Shares having an aggregate Fair Market Value that is greater than the applicable minimum required statutory withholding obligation provided that any Common Shares withheld will have an aggregate Fair Market Value not exceeding the maximum amount of tax required to be withheld by Applicable Laws.

You agree that the Company or any Affiliate shall be entitled to use whatever method it may deem appropriate to recover such taxes. You further agree that the Company or any Affiliate may, as it reasonably considers necessary, amend or vary this Agreement to facilitate such recovery of taxes.

Retention Rights This Agreement and the RSUs evidenced hereby do not give you the right to expectation of employment or other Service by, or to continue in the employment or other Service of, the Company or any Affiliate. Unless otherwise specified in a written employment or other written compensatory agreement between you and the Company or an Affiliate, the Company or any Affiliate, as applicable, reserves the right to terminate your employment or other Service relationship with the Company or an Affiliate at any time and for any reason.

Shareholder Rights You have no rights as a shareholder with respect to the RSUs unless and until Common Shares relating to the RSUs have been issued to you and either a certificate evidencing your Common Shares have been issued or an appropriate entry has been made on the Company's books. No adjustments to your Common Shares shall be made for dividends, distributions, or other rights on or with respect to the Common Shares generally if the applicable record date for any such dividend, distribution, or right occurs before your certificate is issued (or an appropriate book entry is made), except as described in the Plan.

Change of Control Your RSUs shall be subject to the terms of any applicable agreement relating to a Change in Control in the event the Company is subject to a Change in Control.

2

Clawback The RSUs are subject to mandatory repayment by you to the Company in the circumstances specified in the Plan, including to the extent you are or in the future become subject to any Company "clawback" or recoupment policy or Applicable Laws that require the repayment by you to the Company of compensation paid by the Company to you in the event that you fail to comply with, or violate, the terms or requirements of such policy or Applicable Laws.

Applicable Law This Agreement will be interpreted and enforced under the laws of the Province of British Columbia.

The Plan The text of the Plan is incorporated into this Agreement by reference.

Certain capitalized terms used in this Agreement are defined in the Plan and have the meaning set forth in the Plan

This Agreement and the Plan constitute the entire understanding between you and the Company regarding the RSUs. Any prior agreements, commitments, or negotiations concerning the RSUs are superseded, except that any written employment, consulting, confidentiality, non-competition, non-solicitation, and/or severance agreement between you and the Company or an Affiliate, as applicable, shall supersede this Agreement with respect to its subject matter.

Data Privacy As a condition of the grant of the RSUs, you consent to the collection, use, and transfer of personal data as described in this paragraph. You understand that the Company and its Affiliates hold certain personal information about you, including your name, home address and telephone number, date of birth, social security number or equivalent, salary, nationality, job title, ownership interests or directorships held in the Company or its Affiliates, and details of all equity awards or other entitlements to Common Shares awarded, cancelled, exercised, vested or unvested ("**Data**"). You further understand that the Company and its Affiliates will transfer Data amongst themselves as necessary for the purposes of implementation, administration, and management of your participation in the Plan, and that the Company and any of its Affiliates may each further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan. You understand that these recipients may be located in the European Economic Area or elsewhere, such as the United States. You authorize them to receive, possess, use, retain, and transfer such Data as may be required for the administration of the Plan or the subsequent holding of Common Shares on your behalf, in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan, including any requisite transfer to a broker or other third party with whom you may elect to deposit any Common Shares acquired under the Plan. You understand that you may, at any time, view such Data or require any necessary amendments to the Data.

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Consent to Electronic Delivery

You agree, by accepting the RSUs, to receive documents related to the RSUs by electronic delivery (including e-mail or reference to a website or other URL) and, if requested, agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company, and your consent shall remain in effect throughout your term of Service and thereafter until you withdraw such consent in writing to the Company.

Code Section 409A

The grant of RSUs under this Agreement is intended to comply with the short-term deferral exemption from Code Section 409A (“**Section 409A**”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be in compliance with the exemption. Notwithstanding anything to the contrary in the Plan or this Agreement, none of the Company, its Affiliates, the Board, or the Committee will have any obligation to take any action to prevent the assessment of any excise tax or penalty on you under Section 409A, and none of the Company, its Affiliates, the Board, or the Committee will have any liability to you for such tax or penalty.

*By accepting this Agreement, you agree to all of
the terms and conditions described above and in the Plan.*

Calculation of Filing Fee Table

Form S-8
(Form Type)Mind Medicine (MindMed) Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Shares, no par value per share, reserved for issuance pursuant to the Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan	Other	13,818,090 ⁽²⁾	\$7.14 ⁽⁶⁾	\$98,661,162.60 ⁽⁶⁾	0.00015310	\$15,105.02
Equity	Common Shares, no par value per share, reserved for issuance pursuant to Mind Medicine (MindMed) Inc. Performance and Restricted Share Unit Plan, as amended (Restricted Share Units)	Other	147,133 ⁽³⁾	\$7.14 ⁽⁶⁾	\$1,050,529.62 ⁽⁶⁾	0.00015310	\$160.84
Equity	Common Shares, no par value per share, reserved for issuance pursuant to Restricted Share Unit Awards (Inducement Grant) and Performance Share Unit Awards (Inducement Grant)	Other	560,000 ⁽⁴⁾	\$7.14 ⁽⁶⁾	\$3,998,400.00 ⁽⁶⁾	0.00015310	\$612.16
Equity	Common Shares, no par value per share, reserved for issuance pursuant to Stock Option Awards (Inducement Grant)	Other	1,842,550 ⁽⁵⁾	\$7.23 ⁽⁷⁾	\$13,321,636.50 ⁽⁷⁾	0.00015310	\$2,039.54
Total Offering Amounts							\$17,917.56
Total Fee Offsets							\$ —
Net Fee Due							\$17,917.56

- (1) In accordance with Rule 416 under the Securities Act of 1933, as amended (the “**Securities Act**”), this registration statement shall be deemed to cover any additional securities that may from time to time be offered or issued resulting from share splits, share dividends or similar transactions.

- (2) Represents common shares, no par value per share (the “**Common Shares**”), of Mind Medicine (MindMed) Inc. (the “**Registrant**”) reserved for future issuance under the Mind Medicine (MindMed) Inc. 2025 Equity Incentive Plan (the “**2025 Plan**”), consisting of (a) 4,500,000 Common Shares issuable under the 2025 Plan, and (b) a maximum of 9,318,090 Common Shares (the “**Outstanding Award Shares**”) consisting of (i) an aggregate of 3,500,979 Common Shares that were subject to outstanding option awards under the Mind Medicine (MindMed) Inc. Stock Option Plan, as amended (the “**Option Plan**”), and (ii) an aggregate of 5,817,111 Common Shares subject to outstanding restricted share unit awards and performance share unit awards under the Mind Medicine (MindMed) Inc. Performance and Restricted Share Unit Plan, as amended (the “**PRSU Plan**” and, together with the Option Plan, the “**Prior Plans**”), the date the Prior Plans were retired. Pursuant to Section 4.1 of the 2025 Plan, the Outstanding Award Shares will become available for issuance under the 2025 Plan if such awards under the Prior Plans are forfeited or otherwise terminated. The 2025 Plan was approved by the Registrant’s shareholders at the Registrant’s 2025 Annual General and Special Meeting of Shareholders on June 12, 2025.
- (3) Represents Common Shares of the Registrant reserved for issuance pursuant to outstanding restricted share unit awards and performance share unit awards under the PRSU Plan as of the date of this registration statement.
- (4) Represents Common Shares of the Registrant reserved for issuance pursuant to outstanding restricted share unit awards and performance share unit awards granted to employees of the Registrant outside the Registrant’s equity incentive plans between July 29, 2024 and June 2, 2025 as an inducement material to each such employee’s entry into employment with the Registrant in accordance with Nasdaq Listing Rule 5635(c)(4).
- (5) Represents Common Shares of the Registrant reserved for issuance pursuant to outstanding stock option awards granted to employees of the Registrant outside the Registrant’s equity incentive plans between July 29, 2024 and June 9, 2025 as an inducement material to each such employee’s entry into employment with the Registrant in accordance with Nasdaq Listing Rule 5635(c)(4) (the “**Inducement Option Awards**”).
- (6) Estimated in accordance with Rule 457(c) and (h) of the Securities Act solely for purposes of calculating the registration fee based on the average of the high and low prices of the Registrant’s Common Shares as reported on the Nasdaq Global Select Market on June 13, 2025, which date is a date within five business days of the filing of this registration statement.
- (7) Estimated in accordance with Rule 457(h) of the Securities Act solely for the purpose of calculating the registration fee based on the weighted-average exercise price of the Inducement Option Awards.