



KHIRON LIFE SCIENCES CORP.

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF
SHAREHOLDERS TO BE HELD ON THURSDAY THE 23rd JUNE**

2022

AND

MANAGEMENT INFORMATION CIRCULAR

DATED MAY 17, 2022

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

The annual general and special meeting (the “**Meeting**”) of the shareholders of Khiron Life Sciences Corp. (the “**Company**”) will be held at 100 King Street West, Suite 1600, Toronto ON, M5X 1E3 on Thursday, June 23, 2022 at 11:00 a.m. (Toronto time) for the following purposes:

1. to receive the audited financial statements of the Company for the year ended December 31, 2021 together with the auditors’ report on those financial statements;
2. to appoint BDO Canada LLP as auditors of the Company for the ensuing year and to authorize the directors to fix the remuneration to be paid to the auditors;
3. to fix the number of directors at six (6) and to elect the directors of the Company;
4. to consider, and if thought appropriate, pass an ordinary resolution approving the amended and restated fixed stock option plan of the Company;
5. to consider, and if thought appropriate, pass an ordinary resolution of disinterested shareholders approving the amended and restated fixed restricted share unit plan of the Company; and
6. to transact any other business that may properly come before the Meeting or any adjournment of the Meeting.

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

The consolidated audited financial statements for the year ended December 31, 2021, the report of the auditor and the related management discussion and analysis will be made available at the Meeting and are available on www.sedar.com

Shareholders who are unable to attend the Meeting in person and who wish to ensure that their shares will be voted at the Meeting are requested to complete, date, and sign the enclosed form of proxy, or another suitable form of proxy, and deliver it by hand, fax or by mail in accordance with the instructions set out in the form of proxy and in the Information Circular.

Non-registered Shareholders who plan to attend the Meeting must follow the instructions set out in the form of proxy or voting instruction form and in the Information Circular to ensure that their shares will be voted at the Meeting. If you hold your shares in a brokerage account, you are a non-registered shareholder.

By Order of the Board of Directors

/s/ “Chris Naprawa”

Chris Naprawa
Chair of the Board
Khiron Life Sciences Corp.
May 17, 2022

COVID-19 RESTRICTIONS ON IN-PERSON ATTENDANCE AT THE MEETING

The Company urges Shareholders to submit their forms of proxy or voting instruction forms in advance of the Meeting and not plan on attending the Meeting in person, due to restrictions relating the global COVID-19 pandemic, and to mitigate risks to the health and safety of our communities, shareholders, employees and other stakeholders. Shareholders are encouraged to vote in advance of the Meeting by following the instructions in the form of proxy for voting by telephone or internet.

Any persons attending the Meeting in person will be required to comply with health and safety measures that the Company and the host may put in place. Any person who wishes to attend the Meeting in person must first register with the Meeting's host at least 72 hours in advance and receive approval, or by email at mfaris.ext@khiron.ca. You should not attend the Meeting if you or someone with whom you have been in close contact with are experiencing any cold or flu-like symptoms, or if you or someone with whom you have been in close contact has travelled to or from outside of Canada within the 14 days prior to the Meeting. The Company may refuse any shareholder or duly appointed proxyholder entrance to the Meeting if the Company feels to allow entrance would put staff and/or other attendees at the Meeting in harm's way.

In order to mitigate potential risks to public health and safety, the ability to attend the Meeting in person is subject to any governmental orders applicable at the time of the Meeting which might prevent or restrict shareholders and duly appointed proxyholders from attending in person. In addition, please note that individuals will be required to show satisfactory proof of vaccination in order to attend the Meeting in person. Those that attend the Meeting in person will also be required to wear masks in all public spaces, including lobbies, elevators, reception area, meeting rooms and washrooms.

The Company reserves the right to take any additional pre-cautionary measures deemed to be appropriate, necessary or advisable in relation to the Meeting in response to further developments in the COVID-19 outbreak and in order to ensure compliance with federal, provincial and local laws and orders, including without limitation: (i) holding the Meeting virtually; (ii) hosting the Meeting solely by means of remote communication; (iii) changing the Meeting date and/or changing the means of holding the Meeting; (iv) denying access to persons who exhibit cold or flu-like symptoms, or who have, or have been in close contact with someone who has, travelled to/from outside of Canada within the 14 days immediately prior to the Meeting; and (v) such other measures as may be recommended by public health authorities in connection with gatherings of persons such as the Meeting.

The Company is monitoring developments regarding COVID-19. In the event the Company decides any change to the date, time, location or format of the Meeting are necessary or appropriate due to difficulties arising from COVID-19, the Company will promptly notify shareholders of the change by issuing a news release, a copy of which will be available on SEDAR at www.sedar.com.

PLEASE VOTE. YOUR VOTE IS IMPORTANT. WHETHER OR NOT YOU EXPECT TO ATTEND THE MEETING, PLEASE VOTE ONLINE OR COMPLETE, SIGN AND DATE THE ENCLOSED FORM OF PROXY AND PROMPTLY RETURN IT IN THE ENVELOPE PROVIDED.

KHIRON LIFE SCIENCES CORP.
2300-550 Burrard Street, Vancouver, BC V6C 2B5
Tel: (647) 556-5750

MANAGEMENT INFORMATION CIRCULAR

This Management Information Circular contains information as of May 17, 2022 (unless otherwise noted). Unless otherwise indicated, all amounts are stated in Canadian dollars. Unless otherwise indicated, all references to “shares” shall mean common shares of Khiron Life Sciences Corp.

PERSONS MAKING THIS SOLICITATION OF PROXIES

This Management Information Circular is furnished to you in connection with the solicitation of proxies by or on behalf of the management of Khiron Life Sciences Corp. (“we”, “us” or the “Company”) for use at the 2022 Annual General and Special Meeting (the “Meeting”) of the shareholders of the Company to be held on June 23, 2022, for the purposes set forth in the accompanying Notice of Meeting, and at any adjournment thereof. The Company will conduct its solicitation primarily by mail and our officers, directors and employees may, without receiving special compensation, contact shareholders by telephone, electronic means or personal contact. We will not specifically engage employees or soliciting agents to solicit Proxies. We will pay the expenses of this solicitation.

APPOINTMENT OF PROXYHOLDER

The person(s) designated by management of the Company as proxyholders in the enclosed proxy (the “Proxy”) are the Company’s directors or officers (the “Management Proxyholders”). As a shareholder, you have the right to appoint a person other than a Management Proxyholder to attend and act on your behalf at the Meeting. To exercise this right, you must either insert the name of your representative in the blank space provided in the Proxy and strike out the other names or complete and deliver another appropriate Proxy. A proxyholder need not be a shareholder.

A Proxy will not be valid unless it is dated and signed by you or your attorney duly authorized in writing or, if you are a corporation, by an authorized director, officer, or attorney of the corporation.

REVOCABILITY OF PROXY

Any shareholder who has returned a Proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a shareholder, his attorney authorized in writing or, if the shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a Proxy by instrument in writing, including a Proxy bearing a later date. The instrument revoking the Proxy must be deposited at the offices of TSX Trust Company, 301-100 Adelaide St. W., Toronto, Ontario M5H 4H1, at any time up to 48 hours prior to the date of the Meeting, excluding Saturdays, Sundays and holidays, or any adjournment thereof, or with the chairman of the Meeting on the day of the Meeting. OBOs (as defined below) who wish to change their vote must, at least 7 days before the Meeting, arrange for their Nominees (as defined below) to so act on their behalf.

COMPLETION AND VOTING OF PROXIES

Voting at the Meeting will be by a show of hands, each shareholder having one vote, unless a ballot on the questions is required or demanded, in which case each shareholder is entitled to one vote for each share held. In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an “**ordinary resolution**”) unless the motion requires a special resolution (a “**special resolution**”) in which case a majority of two-thirds (2/3) of the votes cast will be required.

A shareholder or intermediary acting on behalf of a shareholder may indicate the manner in which the persons named in the enclosed Proxy are to vote with respect to any matter by checking the appropriate space. Shares represented by a properly executed Proxy will be voted or be withheld from voting on each matter referred to in the Notice of Meeting in accordance with your instructions on any ballot that may be called for and if you specify a choice with respect to any matter to be acted upon, the shares will be voted accordingly.

If you do not specify a choice and you have appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.

If you do not specify a choice and you have appointed a person other than one of the Management Proxyholders as proxyholder, the proxyholder may vote in his/her discretion for the matters specified in the Proxy.

If you or an intermediary acting on your behalf wishes to confer a discretionary authority with respect to any matter, then the space should be left blank. **IN SUCH INSTANCE, THE PROXYHOLDER, IF ONE PROPOSED BY MANAGEMENT, INTENDS TO VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF THE MOTION.** The enclosed Proxy, when properly signed, also confers discretionary authority with respect to amendments or variations to the matters identified in the Notice of Meeting and with respect to other matters which may be properly brought before the Meeting. At the time of printing this Management Information Circular, our management is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. If, however, other matters which are not now known to management should properly come before the Meeting, the persons named in the Proxy intend to vote on such other business in accordance with their best judgment.

The Proxy must be dated and signed by you or by your attorney authorized in writing or by the intermediary acting on your behalf. In the case of a corporation, the Proxy must be executed under its corporate seal or signed by a duly authorized officer or attorney for the corporation.

COMPLETED PROXIES TOGETHER WITH THE POWER OF ATTORNEY OR OTHER AUTHORITY, IF ANY, UNDER WHICH IT WAS SIGNED OR A NOTARIALY CERTIFIED COPY THEREOF MUST BE DEPOSITED WITH THE COMPANY’S TRANSFER AGENT, TSX TRUST COMPANY, OF 301-100 ADELAIDE ST. W., TORONTO, ONTARIO M5H 4H1, AT LEAST 48 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) BEFORE THE TIME OF THE MEETING OR ADJOURNMENT THEREOF. UNREGISTERED SHAREHOLDERS WHO RECEIVED THE PROXY THROUGH AN INTERMEDIARY MUST DELIVER THE PROXY IN ACCORDANCE WITH THE INSTRUCTIONS GIVEN BY SUCH INTERMEDIARY. YOU MAY ALSO VOTE BY TELEPHONE AND INTERNET. PLEASE SEE THE PROXY FOR INSTRUCTIONS REGARDING TELEPHONE AND INTERNET VOTING.

Only shareholders of record at the close of business on May 17, 2022 will be entitled to vote at the Meeting.

ADVICE TO NON-REGISTERED HOLDERS OF COMMON SHARES

Only shareholders whose names appear on our records or validly appointed proxyholders are permitted to vote at the Meeting. Most of our shareholders are “non-registered” shareholders because their shares are registered in the name of a nominee, such as a brokerage firm, bank, trust company, trustee or administrator of a self-administered RRSP, RRIF, RESP or similar plan or a clearing agency such as CDS Clearing and Depository Services Inc. (“**Nominee**”). If you purchased your shares through a broker, you are likely a non-registered shareholder.

Non-registered holders who have not objected to their Nominee disclosing certain ownership information about themselves to us are referred to as “non-objecting beneficial owners” or “**NOBOs**”. Those non-registered shareholders who have objected to their Nominee disclosing ownership information about themselves to us are referred to as “objecting beneficial owners” or “**OBOs**”.

In accordance with the securities regulatory policy, we will have distributed copies of the Meeting materials, being the Notice of Meeting, this Management Information Circular, and the Proxy directly to NOBOs and to the Nominees for onward distribution to OBOs.

Nominees are required to forward the Meeting materials to each OBO unless the OBO has waived the right to receive them. Shares held by Nominees can only be voted in accordance with the instructions of the non-registered shareholder. Meeting materials sent to non-registered holders who have not waived the right to receive Meeting materials are accompanied by a request for voting instructions (a “**VIF**”), instead of a Proxy. By returning the VIF in accordance with the instructions noted on it, a non-registered holder is able to instruct the registered shareholder (or Nominee) how to vote on behalf of the non-registered shareholder. VIF’s, whether provided by the Company or by a Nominee, should be completed and returned in accordance with the specific instructions noted on the VIF.

In either case, the purpose of this procedure is to permit non-registered holders to direct the voting of the shares of the Company which they beneficially own. Non-registered holders should carefully follow the instructions set out in the VIF including those regarding when and where the VIF is to be delivered. **Should a non-registered holder who receives a VIF wish to attend the Meeting or have someone else attend on his/her behalf, the non-registered holder may request (in writing) to the Company or its Nominee, as applicable, without expense to the non-registered holder, that the non-registered holder or his/her nominee be appointed as proxyholder and have the right to attend and vote at the Meeting.**

Only shareholders of record at the close of business on May 17, 2022 will be entitled to vote at the Meeting.

NOTICE-AND-ACCESS

The Company is not sending the Meeting materials to shareholders using “notice-and-access”, as defined under NI 54-101.

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

None of the directors or executive officers of the Company, nor any person who has held such a position since the beginning of the last completed financial year of the Company, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors, all described in this Management Information Circular.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

Voting of Common Shares – General

The Company is authorized to issue an unlimited number of common shares without par value. As of the record date, determined by the Company's Board of Directors (the "**Board**") to be the close of business on May 17, 2022, a total of 179,712,485 common shares were issued and outstanding. Each common share carries the right to one vote at the Meeting.

Record Date

Persons who are registered shareholders at the close of business on May 17, 2022, will be entitled to receive notice of, attend, and vote at the Meeting or any adjournment thereof.

Principal Holders of Common Shares

To the knowledge of the directors and senior officers of the Company, as at the date of this Management Information Circular, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, 10% or more of the voting rights attached to the outstanding common shares of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. FINANCIAL STATEMENTS

The audited consolidated financial statements of the Company for the year ended December 31, 2021, the report of the auditor thereon and the related management's discussion and analysis were filed on SEDAR at www.sedar.com and will be tabled at the Meeting and will be available at the Meeting.

No approval or other action needs to be taken at the Meeting in respect of these documents.

2. APPOINTMENT AND REMUNERATION OF AUDITOR

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

At the Meeting, BDO Canada LLP, Chartered Professional Accountants, will be recommended by management and the Board of Directors for re-appointment as auditor of the Company and to set the remuneration for the coming year.

Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote FOR the appointment of BDO Canada LLP, Chartered Professional Accountants, as auditor of the Company until the close of the next annual general (or Special) meeting, and for management to fix the compensation of the auditor

3. NUMBER OF DIRECTORS

Shareholders of the Corporation will be asked to consider and, if thought appropriate, to approve and adopt an ordinary resolution fixing the number of directors to be elected at the Meeting. In order to be effective, an ordinary resolution requires the approval of a majority of the votes cast by shareholders who vote in respect of the resolution.

At the Meeting, it will be proposed that Six (6) directors be elected to hold office until the next annual general meeting or until their successors are elected or appointed. **Unless otherwise directed, it is the intention of the Management Designees, if named as proxy, to vote in favour of the ordinary resolution fixing the number of directors to be elected at the Meeting at Six (6).**

4. ELECTION OF DIRECTORS

The Board presently consists of six directors. The Board has determined the number of directors to be elected for the ensuing year at six (6). The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is vacated earlier in accordance with the provisions of the Business Corporations Act (British Columbia) ("BCA"), each director elected at the Meeting will hold office until the conclusion of the next annual general meeting of the Company, or if no director is then elected, until a successor is elected.

The following Table sets out the names of management's six nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, the principal occupation, business or employment of each director nominee, the period of time during which each nominee has been a director of the Company and the number of Common Shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction, as at May 17, 2022.

Name of Nominee; Current Position with the Corporation and Province or State and Country of Residence	Position with and Name and Principal Business of each Corporation/Employer ⁽¹⁾	Director Since	Number of Common Shares beneficially owned, directly, or indirectly, or controlled or directed ⁽²⁾
Chris Naprawa ⁽²⁾⁽³⁾ Toronto, Ontario <i>Chairman and Director</i>	Chair of Board of Khiron; President, Founder and CEO of Napperville Corp.	June 12, 2020	2,121,500 shares 1.18% undiluted 600,000 Options/RSU's 1.54% diluted
Deborah Rosati ⁽²⁾⁽³⁾⁽⁴⁾ Niagara Falls, Ontario <i>Lead Director</i>	Director of Khiron: Director, TAAL Distributed Information Technologies	Oct. 28, 2019	67,000 shares 0.04% undiluted 612,766 Options/RSU's 1.54% diluted
Juan Carlos Echeverry ⁽²⁾ Bethesda, MD, USA <i>Director</i>	Director of Khiron: CEO and Founder of Econcept (economic consultancy)	November 30, 2020	120,000 shares 0.07% undiluted 425,532 Options/RSU's 0.30% diluted
Vicente Fox Guanajuato, Mexico <i>Director</i>	Director of Khiron: President of the Vicente Fox Center of Studies, Library and Museum since Jan. 2007.	July 17, 2018	2,000,000 shares 1.11% undiluted 0 Options/RSU's 1.11% diluted

Name of Nominee; Current Position with the Corporation and Province or State and Country of Residence	Position with and Name and Principal Business of each Corporation/Employer⁽¹⁾	Director Since	Number of Common Shares beneficially owned, directly, or indirectly, or controlled or directed⁽²⁾
Alvaro Torres ⁽⁴⁾⁽⁵⁾ Bogota, Colombia <i>CEO and Director</i>	Chief Executive Director of Khiron	May 15, 2018	4,940,802 shares 2.75% undiluted 2,800,000 Options/RSU's 4.31% diluted
Alvaro Yañez ⁽³⁾⁽⁴⁾ Bogota, Colombia <i>Director</i>	Director of Khiron; since June 2021 he has been a partner for the Bogotá office of international law firm, CMS and currently serves on the board of Electryon Energy Inc.	May 15, 2018	158,900 shares 0.09% undiluted 200,000 Options/RSU's 0.31% diluted

Notes:

- (1) Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at the date of this Management Information Circular, based upon information furnished to the Company by individual directors
- (2) Member of the Audit Committee
- (3) Member of the Compensation Committee
- (4) Member of the CGN Committee
- (5) Mr. Torres holds 4,015,477 of these shares through his 33.33% ownership stake in Cannainversiones S.A.S.

Background of Proposed Directors

The following is a brief description of each of the Board members of Khiron (including details with regard to their principal occupations for the last five years):

Chris Naprawa

Mr. Naprawa brings extensive institutional capital markets experience to the Company. Prior to joining Khiron, Mr. Naprawa was Partner at Sprott Capital Partners, Head of Equity Sales at Macquarie Canada, Head of Equity Sales and Trading at Dundee Securities, and Managing Director at Primary Capital. He was also previously founder and CEO of Startcast Solutions, a company successfully sold to a large telecommunications company. Mr. Naprawa holds a Bachelor of Arts from Queen's University.

Deborah Rosati

Ms. Rosati is the Founder & CEO of Women Get On Board Inc. She is an accomplished corporate director, entrepreneur, Fellow Chartered Professional Accountant (FCPA) and certified Corporate Director (ICD.D) with more than 35 years of experience in technology, consumer, retail, cannabis, and private equity & venture capital. Ms. Rosati is an experienced Audit Committee and Nominating & Corporate Governance Committee chair, with extensive knowledge as a Corporate Director in the areas of financial and enterprise risk management, corporate strategy, transformational changes, M&A, corporate governance and succession planning.

Alvaro Torres, Chief Executive Officer and Director

Mr. Torres has over 15 years of experience in the Latin American market, including infrastructure projects and project finance, management strategy, team development, and mergers and acquisitions. He was previously head of business development for SNC-Lavalin, Colombia, and was instrumental in growing the company from two people to more than 2,000 people in Colombia over the course of three years. Mr. Torres has overseen the development of projects totaling over \$1 billion in capital expenditure, including the development and construction of Colombia's tallest skyscraper. Mr. Torres holds a Bachelor of Engineering and a Master of Engineering from Rensselaer Polytechnic Institute and an MBA from Georgetown University.

Mr. Torres is responsible for the general management of the Company and devotes 100% of his time to the management of the Company. In the last five years, Mr. Torres has served as President of Gomez Cajiao, a multidisciplinary engineering and construction management service firm, Project Manager at QBO Constructores SAS, Founder and Managing Director of Delphi Capital Partners and CEO of Khiron Life Sciences Corp. Upon engagement with the Company, Mr. Torres executed standard non-competition and non-disclosure agreements.

Juan Carlos Echeverry, Director

Mr. Echeverry is a founding partner of Econcept, Bogotá and Washington, DC, an economic consultancy in macroeconomic analysis, public policy design and evaluation, and microeconomic research in Latin America, providing macroeconomic and political analysis to the international financial sector. Mr. Echeverry was a former CEO of Ecopetrol, Colombia's largest oil and gas producer, No. 559 in Forbes World's Biggest Public Companies and among the 30 largest oil and gas producers worldwide, as well as former Minister of Finance of Colombia. He was also a former Minister of Economic Planning, former Dean of Economics at Universidad de los Andes (Bogotá), and Associate Professor at Instituto de Empresa, Madrid, with teaching experience at New York University and various Colombian universities. He was a former weekly editorialist of CNN en Español in Atlanta and has published papers in different fields of economics, in specialized journals, and three books on the Colombian economy and other Latin American economies. Mr. Echeverry has a PhD in economics from New York University and is a noted public speaker.

Alvaro Yáñez, Director

Mr. Yáñez has been a director of Khiron since May 2018. Mr. Yáñez, was a partner for Colombian energy law firm Yáñez & Asociados, and since June 2021 is a partner for the Bogotá office of international law firm, CMS . He currently serves on the board of Electryon Energy Inc. (a Canadian renewable energy corporation). Mr. Yáñez brings two decades of commercial and legal experience in Colombia and internationally. Mr. Yáñez has served as Legal Manager of Pacific Stratus Energy Colombia Corp. and Petrominerales Colombia Corp. (oil exploration and production companies). Mr. Yáñez has a law degree from Universidad del Rosario and an LL.M in corporate law from Instituto de Empresa.

Vicente Fox, Director, Strategic Advisor and Brand Ambassador

From December 2000 to November 2006, Mr. Fox was the 55th President of Mexico. Prior to his presidential nomination, Mr. Fox was CEO of Coca-Cola Latin America. In recent years, Mr. Fox founded the Centro Fox, a not-for-profit foundation dedicated to serving communities in México and Latin America. Currently, he serves on the board of directors for a leading US based cannabis publication advocating legalization.

The Company has appointed Mr. Fox to the Board as a strategic advisor and brand ambassador to further Khiron's brand and educational leadership interests throughout Latin America.

Cease Trade Orders or Bankruptcies

To the knowledge of the Company's management, no proposed director of the Company:

- (a) is, as at the date of the Management Information Circular, or has been within 10 years before the date of the Management Information Circular, a director, CEO, Chief Financial Officer ("CFO") of any company (including the Company) that:
 - (i) was subject to a cease trade or similar order or an order that denied such other issuer access to any exemption under securities legislation for more than thirty consecutive days, that was issued while the proposed director was acting as director, CEO or CFO; or

- (ii) was subject to a cease trade or similar order or an order that denied such other issuer access to any exemption under securities legislation for more than thirty consecutive days, that was issued after the proposed director ceased to be a director, CEO or CFO and which resulted from an event that occurred while that person was acting in the capacity as director, CEO or CFO; or
- (b) is, as at the date of this Management Information Circular, or has been within 10 years before the date of the Management Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets, except as described below¹; or
- (c) has, within the 10 years before the date of this Management Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (e) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

¹ Deborah Rosati was a director of Sears Canada Inc. which applied for and, on June 22, 2017, obtained an initial order from the Ontario Superior Court of Justice (Commercial List) under the Companies' Creditors Arrangement Act (Canada) providing for, among other things, a stay of proceedings in favour of Sears Canada Inc. and certain of its subsidiaries, for an initial period of 30 days, and appointing FTI Consulting Canada Inc. as monitor. The stay of proceedings has been subsequently extended on multiple occasions, including most recently on January 25, 2021, when the Honourable Mr. Justice Hainey granted an Order extending the stay until July 31, 2021. In connection with the bankruptcy current and former directors and officers were sued by various plaintiffs in connection with two dividends declared and paid by Sears Canada to its shareholders in 2012 and 2013. On August 26, 2020, the court approved a settlement between the directors and plaintiffs, settling all claims without admission of any liability in return for a payment to be made to the plaintiffs by the insurers.

Until September 16, 2020, Ms. Rosati was a director of Lift & Co. Corp. when Lift & Co. made a voluntary assignment for the benefit of its creditors under section 49 of the Bankruptcy and Insolvency Act (Canada) following the failure to reach an agreement with holders of the Corporation's secured convertible debentures in the aggregate principal amount of \$3,500,000 to the proposed sale of certain of the Corporation's assets. The secured convertible debentures matured on September 10, 2020. Lift & Co. did not have the working capital necessary to repay the amount owing on the secured convertible debentures or to continue carrying on its business.

The Company's Board of Directors recommends a vote "FOR" the appointment of each of the nominees as Directors. In the absence of a contrary instruction, the persons designated by management of the Company in the enclosed form of proxy intend to vote FOR the election of the directors set out in the table above.

Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote FOR the election of the Nominees.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE ELECTION OF THE ABOVE NOMINEES AS DIRECTORS.

5. APPROVAL OF THE AMENDED AND RESTATED STOCK OPTION PLAN BY ORDINARY RESOLUTION

At the Meeting, shareholders of the Company will be asked to consider and, if thought appropriate, to pass an ordinary resolution in the form set out below, approving the amended and restated Stock Option Plan. Additional information regarding the Stock Option Plan can be found at “*Stock Option Plans and Other Incentive Plans*”, and in full at Schedule A.

At the Meeting, shareholders will be asked to pass an ordinary resolution approving the amended and restated Stock Option Plan (the “**Stock Option Plan Resolution**”) in the following form:

“BE IT RESOLVED, as an ordinary resolution, that:

- a. The Company’s amended and restated stock option plan is approved;
- b. The Board of Directors be authorized on behalf of the Company to make any further amendments to the amended and restated stock option plan as may be required by regulatory authorities, without further approval of the shareholders of the Company, in order to ensure adoption of the amended and restated stock option plan;
- c. The Company file the amended and restated stock option plan with the TSX Venture Exchange for acceptance; and
- d. Any one director or officer of the Company is authorized and directed to do all such acts and things and to execute and deliver all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to this resolution.”

The Company’s Board unanimously recommends that shareholders vote FOR the Stock Option Plan Resolution.

In order to be effective, the Stock Option Plan Resolution must be approved by a majority (50%) of the votes cast by shareholders who vote in respect of the Stock Option Plan Resolution.

Unless the shareholder has specified in the enclosed Proxy that the shares represented by such Proxy are to be voted against the Stock Option Plan Resolution, the persons named in the enclosed Proxy will vote FOR the Stock Option Plan Resolution.

6. APPROVAL OF AMENDED AND RESTATED RSU PLAN BY ORDINARY RESOLUTION OF DISINTERESTED SHAREHOLDERS

At the Meeting, RSU Plan Disinterested Shareholders (defined below) of the Company will be asked to consider and, if thought appropriate, to pass an ordinary resolution in the form set out below, ratifying and approving the amended and restated RSU Plan. “**RSU Plan Disinterested Shareholder**” is defined as any person eligible to receive RSUs, and their Associates. Section 5.2(j) of TSXV Policy 4.4 (Security-Based Compensation) requires a circular in respect of a meeting of shareholders to approve a new or amended security based compensation plan to have disclosure of the particulars of the plan in sufficient detail to permit shareholders to form a reasoned judgment concerning the acceptability of the plan. Additional information regarding the RSU Plan can be found at “Stock Option Plans and Other Incentive Plans” , and in full at Schedule B.

Certain shareholders holding an aggregate of 9,600,202 common shares will be excluded from voting on the RSU Plan Resolution (as defined below).

At the Meeting, RSU Plan Disinterested Shareholders will be asked to pass an ordinary resolution approving the amended and restated RSU Plan (the “**RSU Plan Resolution**”) in the following form:

“BE IT RESOLVED, as an ordinary resolution, that:

- a. The Company’s amended and restated restricted share unit plan is approved;
- b. The Board of Directors be authorized on behalf of the Company to make any further amendments to the amended and restated restricted share unit plan as may be required by regulatory authorities, without further approval of the shareholders of the Company, in order to ensure adoption of the amended and restated restricted share unit plan;
- c. The Company file the amended and restated restricted share unit plan with the TSX Venture Exchange for acceptance; and
- d. Any one director or officer of the Company is authorized and directed to do all such acts and things and to execute and deliver all such deeds, documents, instruments and assurances as in his opinion may be necessary or desirable to give effect to this resolution.”

The Company’s Board unanimously recommends that RSU Plan Disinterested Shareholders vote FOR the RSU Plan Resolution.

In order to be effective, the RSU Plan Resolution must be approved by a majority (50%) of the votes cast by RSU Plan Disinterested Shareholders who vote in respect of the RSU Plan Resolution.

Unless the shareholder has specified in the enclosed Proxy that the shares represented by such Proxy are to be voted against the RSU Plan Resolution, the persons named in the enclosed Proxy will vote FOR the RSU Plan Resolution.

7. OTHER BUSINESS

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

EXECUTIVE COMPENSATION

Summary Compensation Table

For the purposes of this Management Information Circular, a “**Named Executive Officer**” or “**NEO**” of the Company means each of the following individuals:

- (a) our Chief Executive Officer;
- (b) our Chief Financial Officer; and
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of form 51-102F6V, for that financial year;
- (d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year.

We had four Named Executive Officers during our financial year ended December 31, 2021, being:

1. Alvaro Torres, Chief Executive Officer and Director;
2. Swapan Kakumanu, Chief Financial Officer since October 1, 2021
3. Joel Friedman, Chief Financial Officer From October 16, 2020 to October 1, 2021
4. Franziska Katterbach, President Khiron Europe since June 21, 2021

The table below sets out compensation paid to Directors and Named Executive Officers for services to the Company during the two most recently completed financial years for which such information is available.

Name and position	Year	Salary, consulting fee, retainer, or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Alvaro Torres, ⁽¹⁾ <i>CEO and Director</i>	2020	241,798	Nil	Nil	103,807 ⁽²⁾	Nil	345,605
	2021	189,276	Nil	Nil	83,675	Nil	272,952
Chris Naprawa, ⁽³⁾ <i>Chair of the Board</i>	2020	214,618	Nil	Nil	Nil	Nil	214,618
	2021	180,000	Nil	Nil	3,281	Nil	183,281
Deborah Rosati, Lead Director	2020	95,850	Nil	Nil	Nil	Nil	95,850
	2021	91,800	Nil	Nil	Nil	Nil	91,800
Juan Carlos Echeverry, ⁽⁴⁾ Director	2020	7,000	Nil	Nil	Nil	Nil	7,000
	2021	84,000	Nil	Nil	Nil	Nil	84,000
Vicente Fox, ⁽⁵⁾ Director	2020	209,087	Nil	Nil	Nil	Nil	209,087
	2021	180,530	Nil	Nil	Nil	Nil	180,530
Alvaro Yanez, Director	2020	53,250	Nil	Nil	Nil	Nil	53,250
	2021	30,600	Nil	Nil	Nil	Nil	30,600
Swapan Kakumanu ⁽⁶⁾ CFO	2020	NA	NA	NA	NA	NA	NA
	2021	60,000	Nil	Nil	Nil	Nil	60,000
Franziska Katterbach ⁽⁷⁾ President Khiron Europe	2020	NA	NA	NA	NA	NA	NA
	2021	385,658	Nil	Nil	Nil	Nil	385,658
Michael Beck, ⁽⁸⁾ <i>Former Director</i>	2020	75,690	Nil	Nil	Nil	Nil	75,690
	2021	nil	Nil	Nil	Nil	Nil	
Tejinder Virk, ⁽⁹⁾ <i>Former President Khiron Europe</i>	2020	287,927	1,238,343	Nil	Nil	Nil	1,526,270
	2021	196,388	44,719	Nil	Nil	Nil	241,107
Joel Friedman, ⁽¹¹⁾ <i>Former CFO</i>	2020	202,917	25,000	Nil	Nil	Nil	227,917
	2021	161,121	Nil	Nil	Nil	Nil	161,121

Notes:

- (1) Mr. Torres receives no additional compensation for serving as a director of the Company. Mr. Torres receives his compensation in Colombian Pesos (COP) which has been converted to Canadian dollars based on the average exchange rate of COP 2,985 and COP 2,747 per \$1.00 for 2021 and 2020 respectively.
- (2) In 2020, includes \$55,563 for food and meal allowances (2019 - \$61,200), and \$47,468 for transportation allowances (2019 - \$48,600).
- (3) Amounts for 2019 for Mr. Naprawa were earned in his capacity as President of Khiron. On June 12, 2020, Mr. Naprawa resigned as President of Khiron and was appointed as Chair of the Board. Amounts for 2020 for Mr. Naprawa include \$114,950 earned in his capacity as President up to June 12, 2020 and \$99,667 of monthly Chairman's retainer from June 2020 to December 2020.
- (4) Amount for Mr. Echeverry is the director's monthly retainer for December 2020.

(Notes Continued)

- (5) Donations were made pursuant to an agreement between the Company and Centro Fox, a non-for-profit organization controlled by Vicente Fox, where Khiron committed to donate US\$1 million to Centro Fox between October 2018 and July 2019.
- (6) Mr. Kakumanu was appointed as the CFO on October 1, 2022
- (7) Ms. Katterbach was appointed as the President of Khiron Europe on June 21, 2-21
- (8) Mr. Beck for 2020 is the director's monthly retainer from January 2020 to June 12, 2020; he resigned on June 12, 2020
- (9) Mr. Virk resigned and ceased as the Pres for Europe June 21, 2021
- (10) Ms. Kaufman resigned as the CFO on October 16, 2020
- (11) Mr. Friedman resigned as the CFO on October 1, 2021

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company, for the most recent fiscal year ended December 31, 2021:

Compensation Securities							
Name and position	Type of compensation security RSU ⁽¹⁾ or Option ⁽²⁾	Number of compensation securities, number of underlying securities and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Alvaro Torres, CEO	RSU	600,000	November 23, 2021	nil	0.230	0.21	December 15, 2024
	Option	1,400,000	November 23, 2021	0.75	0.230	0.21	November 23, 2026
Chris Naprawa, <i>Chair of the Board</i>	RSU	400,000	Sept 10-2020	nil	0.23	0.21	December 15, 2023
	Option	200,000	June 26, 2018	1.40	na	0.21	June 26, 2026
Deborah Rosati, Lead Director	RSU	212,766 400,000	February 8, 2021 Sept 10-2020	nil	0.470	0.21	December 15, 2024 December 15, 2023
Juan Carlos Echeverry, Director	RSU	425,532	February 8, 2021	nil	0.470	0.21	December 15, 2024
Swapan Kakumanu, CFO	RSU	200,000	November 23, 2021	nil	0.230	0.21	December 15, 2024
Franziska Katterbach, President Khiron Europe	RSU	600,000	May 31, 2021	Nil	0.465	0.21	December 15, 2024
Franziska Katterbach, President Khiron Europe	Option	1,400,000	May 31, 2021	0.75	0.465	0.21	May 31, 2026
Tejinder Virk, <i>Former President Khiron Europe</i>	RSU	600,000	May 31, 2021	Nil	0.465	0.21	December 15, 2024

Compensation Securities							
Name and position	Type of compensation security RSU ⁽¹⁾ or Option ⁽²⁾	Number of compensation securities, number of underlying securities and percentage of class	Date of issue or grant	Issue, conversion or exercise price (\$)	Closing price of security or underlying security on date of grant (\$)	Closing price of security or underlying security at year end (\$)	Expiry date
Tejinder Virk, <i>Former President Khiron Europe</i>	Option	1,400,000	May 31, 2021	0.75	0.465	0.21	May 31, 2026
Joel Friedman, <i>Former CFO</i>	RSU	250,000	February 8, 2021	nil	0.470	0.21	December 15, 2024

Notes:

(1) Each RSU represents the right to receive one common share of Khiron.

(2) Each Option is exercisable for one common share of Khiron

Exercise and Vesting of Compensation Securities

During the most recent fiscal year ended December 31, 2021, the following compensation securities were exercised by the Directors and Named Executive Officers and issued as common shares of Khiron.

Exercise of Compensation Securities by Directors and NEOs							
Name and position	Type of compensation security RSU ⁽¹⁾ or Option ⁽²⁾	Number of underlying securities exercised	Exercise price per security (\$)	Date of Exercise	Closing price of security or underlying security on date of exercise (\$)	Difference between exercise price and closing price on date of exercise (\$)	Total value on exercise date (\$)
Alvaro Torres, CEO	RSU	137,500	Nil	December 14, 2021	0.19	0.19	26,125
Vicente Fox, Director	RSU	500,000	Nil	June 1, 2021	0.445	0.445	222,500

Notes:

(1) Each RSU represents the right to receive one common share of Khiron.

(2) Each Option is exercisable for one common share of Khiron.

Stock Option Plans and Other Incentive Plans

Stock Option Plan

The purpose of the Stock Option Plan is to: (i) provide Eligible Persons (employees, directors, executive officers and consultants) with additional incentive; (ii) encourage stock ownership by Eligible Persons; and (iii) attract and retain Eligible Persons.

The aggregate number of shares currently reserved for issuance under the Stock Option Plan and any other securities compensation arrangement is 11,974,500, being 20% of the 92,072,502 shares issued as at April 24, 2019, less the number of RSUs and options issued as at April 24, 2019.

The number of shares that may be reserved for issuance to an Eligible Person in any 12-month period shall not exceed 5% of the issued and outstanding shares, unless any disinterested shareholder approval required by the TSXV has been obtained. Unless disinterested shareholder approval is obtained, the number of shares that may be reserved for issuance to insiders under the Stock Option Plan and under any other share compensation arrangement will not exceed, in the aggregate, 10% of the issued shares (on a non-diluted basis) at any point in time.

Unless disinterested shareholder approval is obtained, an option may only be granted to an insider under the Stock Option Plan if the number of shares reserved for issuance under that option, when combined with the number of shares reserved for issuance under all options granted within the one-year period before the grant date to insiders, does not exceed, in aggregate, 10% of the issued shares on the grant date. The aggregate number of options granted to all persons conducting “investor relations activities” in any 12-month period must not exceed, in the aggregate, 2% of the issued shares. In addition, the Company must not grant aggregate options to any one consultant in any 12-month period that exceeds 2% of the issued shares.

The Board sets the exercise price in respect of each share issuable under an option granted under the Stock Option Plan. The exercise price will not be less than the fair market value of a share on the grant date and, is subject to the minimum exercise price permitted by the TSXV. Generally, “fair market value” will mean the last closing price of the shares on the TSXV before the grant of the option.

The expiry date of any option granted under the Stock Option Plan shall not exceed a period of 10 years. Unvested options are subject to immediate termination if a participant ceases to be an Eligible Person. Vested options are subject to earlier expiry in the following circumstances: (i) within 90 days of termination of employment without cause, contract expiry or non-renewal, or failure of a director to stand for re-election or to be re-elected; (ii) within 180 days of retirement or termination due to disability; (iii) within one year of the death of the participant; and (iv) upon the termination date in all other circumstances.

The Stock Option Plan was approved by the shareholders of Khiron at its annual general and special meeting on September 10, 2020. Khiron will seek approval of the amended and restated Stock Option Plan from its current shareholders at the Meeting, pursuant to the requirements of the TSXV.

The amended and restated Stock Option Plan increases the number of shares issuable under the Stock Option Plan and any other securities compensation arrangement from 13,398,580 to 35,942,497, being 20% of the shares issued as at May 17, 2022, less the number of options and RSUs issued as at that date.

The amended and restated Stock Option Plan includes a detailed amendment provision, setting forth the amendments to the Stock Option Plan or options that may be made by the Board, and those which require shareholder approval. Under the amended and restated Option Plan, amendments to any of the following provisions of the Stock Option Plan will be subject to shareholder approval:

- persons eligible to be granted options;
- the maximum number or percentage of shares that may be reserved for issuance pursuant to the exercise of options;
- the limitations on the number of options that may be granted to any one person or any category of persons (such as, for example, Insiders);
- the method for determining the exercise price;
- the maximum term of options;
- the expiry and termination provisions applicable to options; and
- the amendment provisions of the Stock Option Plan.

The amended and restated Stock Option Plan provides that the Board may approve the following types of amendments without shareholder approval: (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of the Stock Option Plan that do not have the effect of altering the scope, nature and intent of such provisions. Further, the amended and restated Stock Option Plan provides that the Board may amend the terms of an option to reduce the number of shares under option, increase the exercise price; or cancel an option; without TSXV or shareholder approval provided the Company issues a news release outlining the terms of the amendment.

Under the amended and restated Stock Option Plan, if the Company cancels an option and within one year grants new options to the same individual, the new options will be subject to applicable TSXV requirements for amending options, including without limitation, the requirement for shareholder approval of reductions in the exercise price for insiders of the Company. The prohibition in the current plan against re-pricing of options would be deleted, however, the amended and restated Stock Option Plan would require that disinterested shareholder approval be obtained for any reduction in the exercise price or to extend the expiry date if the participant is an insider at the time of the proposed amendment.

For additional information, please see the full text of the amended and restated Stock Option Plan in Schedule A to this Circular.

RSU Plan

The purpose of the RSU Plan is to strengthen the alignment of interests between the participants and the shareholders, and for the purposes of advancing the interests of the Khiron through the motivation, attraction, and retention of the RSU Participants.

The aggregate number of shares currently reserved for issuance under the RSU Plan and any other securities compensation arrangement is 13,398,580 being 20% of the 117,547,068 shares issued as at August 4, 2020 less the number of RSUs and options issued as that date.

The Board may, from time to time, in its discretion and in accordance with TSXV requirements, grant to directors, officers, employees and consultants of the company and its affiliates (“participants”), restricted share units of Khiron (“RSUs”). The terms and conditions attached to the grants will be determined by the Board, in its sole discretion. The Board has the power and discretionary authority to determine the terms and conditions of the grants, including the individuals who will receive the grants, the number of RSUs subject to each grant, the limitations or restrictions on vesting of grants, acceleration of vesting or the waiver of forfeiture or other restrictions on grants, the form of consideration payable on settlement of RSUs and the timing of the grants. The Board also has the power to establish procedures for payment of withholding tax obligations with cash.

Each grant will constitute an agreement to deliver RSUs or cash consideration to the participant upon the vesting of the RSU in consideration of the performance of services, subject to the fulfillment of such conditions as the Board may specify including, but not limited to, the participant’s achievement of specified objectives. A participant will not have ownership or voting rights with respect to the RSU or the underlying shares associated with the RSU. On the vesting date, the Company, at its sole and absolute discretion, shall have the option of settling the RSU by any of the following methods or a combination thereof: (a) payment in cash; (b) issuance of shares acquired by the Company on the TSXV; or (c) payment in shares issued from the treasury of the Company. The cash value of the RSU award is the number of RSUs multiplied by the fair market value of the shares, which is generally the volume weighted average of the prices at which the shares traded on the TSXV during the three (3) trading days preceding the vesting date.

The RSU Plan limits issuances of RSUs such that the aggregate number of common shares (i) issued to any one person under the RSU Plan and all other security-based compensation arrangements of Khiron will not exceed 5% of the issued shares; (ii) issued to insiders of Khiron pursuant to the RSU Plan and all other security-based compensation arrangements of Khiron will not, at any time, exceed 10% of the total number of issued shares unless disinterested shareholder approval is obtained, (ii) issued to insiders of Khiron pursuant to the RSU Plan and all other security based compensation arrangements of Khiron will not, within a one-year period, exceed 10% of the total number of issued shares unless disinterested shareholder approval is obtained; and (iii) issued to employees or

directors performing Investor Relations activities under all security based compensation arrangements will not, in any 12 month period, exceed 2% of the total number of issued shares. In addition, the RSU Plan currently does not permit RSUs to be issued to directors of the Company who are not officers or employees of the Company or its affiliates.

Unless otherwise determined by the Board, or unless otherwise agreed in an RSU Agreement or other written agreement (including an employment or consulting agreement), each RSU shall provide that if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant to the Company or its affiliates, for any reason whatsoever including, without limitation, retirement, resignation or involuntary termination (with or without cause), as determined by the Board in its sole discretion, before the RSUs have vested, (i) such Participant shall cease to be a Participant and immediately forfeit all unvested RSUs; and (ii) the value corresponding to any vested RSUs remaining unpaid as of the forfeiture date shall be paid to the former Participant in accordance with the terms of the RSU Plan. Notwithstanding, and unless otherwise determined by the Board, or unless otherwise agreed in an RSU Agreement or other written agreement (including an employment or consulting agreement), if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant to the Company or its affiliates due to the death of the Participant, any unvested RSUs in the deceased Participant's account effective as at the time of the Participant's death shall be deemed to have vested immediately prior to the forfeiture date with the result that the deceased Participant shall not forfeit any unvested RSUs and the value corresponding to all RSUs shall be paid to the estate of the Participant in accordance with the terms of the RSU Plan.

The RSU Plan was approved by the shareholders of Khiron, at its annual general and special meeting on September 20, 2020. Khiron will seek the approval of the amended and restated RSU Plan from its current shareholders at the Meeting, pursuant to the requirements of the TSXV.

The amended and restated RSU Plan increases the number of shares issuable under the RSU Plan and any other securities compensation arrangement from 13,398,580, to 35,942,497, being 20% of the shares issued as at May 17, 2022, less the number of options and RSUs issued as at that date.

The amended and restated RSU Plan changes the classes of Eligible Persons by removing the exclusion on grants to directors of the Company who are not also employees or officers of the Company or its subsidiaries and by prohibiting grants of RSUs to consultants performing investor relations activities. In addition, the amended and restated RSU Plan includes a detailed amendment provision, setting forth the amendments to the RSU Plan or RSUs that may be made by the Board, and those which require shareholder approval.

Amendments to any of the following provisions of the RSU Plan will be subject to shareholder approval:

- persons eligible to be granted RSUs;
- the maximum number or percentage of shares that may be reserved for issuance pursuant to the vesting of RSUs;
- the limitations on the number of options that may be granted to any one person or any category of persons (such as, for example, Insiders);
- the maximum term of RSUs;
- the expiry and termination provisions applicable to RSUs; and
- the amendment provisions of the RSU Plan.

The amended and restated RSU Plan provides that the Board may approve the following types of amendments without shareholder approval: (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of the RSU Plan that do not have the effect of altering the scope, nature and intent of such provisions. Further, the amended and restated RSU Plan provides that the Board may amend the terms of an RSU to reduce the number of Shares, or cancel an RSU; without TSXV or shareholder approval provided the Company issues a news release outlining the terms of the amendment. Disinterested shareholder approval must be obtained to extend the expiry date if the Participant is an Insider at the time of the proposed amendment.

The vesting and settlement provisions of the amended and restated RSU Plan are consistent with the RSU Plan; however, the “fair market value” for determining the award value of an RSU has been harmonized with the definition in the amended and restated Stock Option Plan, to be the last closing price of the shares on the TSXV before the vesting date. Where practicable, the structure and defined terms in the amended and restated RSU Plan have also been amended to achieve closer alignment with the amended and restated Stock Option Plan for greater ease of interpretation and administration.

For additional information please see the full text of the amended and restated RSU Plan in Schedule B to this Management Information Circular.

MANAGEMENT CONTRACTS

The management functions of the Company are not to any substantial degree performed by any person other than the executive officers and directors of the Company. The Company has not entered into any contracts, agreements or arrangements with parties other than its directors and executive officers for the provision of such management functions.

Employment, Consulting and Management Agreements

Alvaro Torres

The Company entered into an amended employment agreement with Alvaro Torres effective June 19, 2019 which entitles Mr. Torres to monthly payments consisting of a salary of COP 57,137,150; food and meal allowances of COP 12,243,675; and transportation allowance of COP 12,243,675 (which in 2020 was approximately \$273,000 using an exchange rate of COP 2,985 per \$1.00). The agreement may be terminated by either party in accordance with Colombian law. No severance payment is contemplated in the terms of the agreement. In the event of a change of control, Mr. Torres would be entitled to not less than one year’s salary and bonus. Mr. Torres receives no additional compensation for serving on the Board of Directors of the Company or its affiliated companies.

Tejinder Virk

In October 2019, the Company entered into an employment agreement with Tejinder Virk as President of Khiron Europe for an annual salary of EUR 200,000; a fixed annual bonus of EUR 60,000; and a signing bonus of EUR 1,500,000 (of which 50% was payable on the start date and 50% was payable 120 days following the start date). Under the terms of the agreement and amendments, Mr. Virk also received an initial award in 2020 of 800,000 RSUs and 800,000 Stock Options exercisable at \$2.90 per share; and, on or before May 31, 2021 will receive an additional award of 1,400,000 Stock Options with an exercise price that is the greater of \$0.75 or the fair market value on the grant date, and 600,000 RSUs (of which 600,000 of the Stock Options and all 600,000 RSUs include performance-based vesting conditions). The agreement is for an indefinite term and may not be terminated by the Company until at least December 31, 2022. If the agreement is terminated by the Company after December 31, 2022 without cause or due to a change of control, Mr. Virk would be entitled to not less than 12 months’ salary and bonus. Mr. Virk resigned as President of Khiron Europe of the Company June 18, 2021. No termination payments were payable by the Company due to the resignation.

Franziska Katterbach

In October 2019, the Company entered into an employment agreement with Franziska Katterbach as Chief Legal Officer of Khiron Europe for an annual salary of EUR 200,000; a fixed annual bonus of EUR 60,000; and a signing bonus of EUR 1,500,000 (of which 50% was payable on the start date and 50% was payable 120 days following the start date) on June 2021, Ms. Katterbach was appointed as President of Khiron Europe. Under the terms of the agreement and amendments, she will also received an initial award in 2020 of 800,000 RSUs and 800,000 Stock Options exercisable at \$2.90 per share; and, on or before May 31, 2021 will receive an additional award of 1,400,000 Stock Options with an exercise price that is the greater of \$0.75 or the fair market value on the grant date, and 600,000 RSUs (of which 600,000 of the Stock Options and all 600,000 RSUs include performance-based vesting conditions). The agreement is for an indefinite term and may not be terminated by the Company until at least December 31, 2022. If the agreement is terminated by the Company after December 31, 2022 without cause or due to a change of control, Katterbach would be entitled to not less than 12 months’ salary and bonus.

Chris Naprawa

On June 26, 2018, the Company entered into a consulting agreement with Chris Naprawa through Napperville Corp. (the “**Napperville Agreement**”). Pursuant to the Napperville Agreement, Mr. Naprawa provided all services to fulfill the duties and responsibilities as President in exchange for \$22,950 per month, a signing bonus of \$800,000, an annual bonus of \$500,000 if at any time the cash balance of the Company exceeds \$10,000,000 and an additional \$250,000 bonus for each \$10,000,000 multiple within a calendar period, and 200,000 Stock Options at an exercise price of \$1.40 per share. On June 12, 2020, Mr. Naprawa resigned as President of Khiron and terminated the Napperville Agreement. No termination payments were payable due to the resignation.

Effective June 12, 2020, the Company and Mr. Naprawa entered into a Director’s Agreement pursuant to which Mr. Naprawa was appointed as a director of the Company, Chair of the Board, and a member of the Company’s Audit and Compensation Committees for an annual cash retainer of \$180,000, a one-time onboarding grant of RSUs valued at \$200,000 as of the grant date, and thereafter, annual RSU awards valued at \$100,000 as of the grant date. If Mr. Naprawa is removed from the Board of Directors as a result of a change of control, the Company will pay Mr. Naprawa a lump sum equal to three times the annual cash retainer, less applicable statutory deductions; and all RSUs will immediately vest and be fully exercisable under the terms of the RSU Plan and the rules of the TSX Venture Exchange in effect at the time. The 200,000 Stock Options granted on June 26, 2018 as compensation under the Napperville Agreement shall continue to vest and be exercisable under the Director’s Agreement.

Deborah Rosati

The Company and Ms. Rosati entered into a Director’s Agreement on October 22, 2019 pursuant to which Ms. Rosati would be appointed as a director of the Company, Chair of the Audit Committee, and a member of the Compensation Committees. Pursuant to the Director’s Agreement, Ms. Rosati is entitled to annual cash retainers totaling \$108,000, a one-time onboarding grant of RSUs valued at \$200,000 as of the grant date, and thereafter, annual RSU awards valued at \$100,000 as of the grant date.

Juan Carlos Echeverry

The Company and Mr. Echeverry entered into a Director’s Agreement effective November 30, 2020 pursuant to which Mr. Echeverry would be appointed as a director of the Company and as a member of the Audit Committee. Pursuant to the Director’s Agreement, Mr. Echeverry is entitled to an annual cash retainer of \$84,000, a one-time onboarding grant of RSUs valued at \$200,000 as of the grant date, and thereafter, annual RSU awards valued at \$100,000 as of the grant date.

Vicente Fox

The Company and Mr. Fox entered into a Director’s Agreement pursuant to which Mr. Fox would be appointed as a director of the Company effective July 17, 2018. Pursuant to the Director’s Agreement, Mr. Fox is entitled to monthly cash retainer of US\$15,000 commencing on August 1, 2018 and a grant of 2,000,000 RSUs, which were granted on May 31, 2019.

Swapan Kakumanu

The Company and Mr. Kakumanu entered into an officer’s agreement on October 16, 2021 through RTB Consulting (the “**RTB Agreement**”) Pursuant to the RTB Agreement, Mr. Kakumanu shall provide services to fulfill the duties and responsibilities as CFO and Corporate Secretary in exchange for \$20,000 per month. A grant of 2,000,000 RSUs, were granted on November 23, 2021.

Alvaro Yañez

The Company and Mr. Yañez entered into a Director’s Agreement effective November 30, 2020 pursuant to which Mr. Echeverry would be appointed as a director of the Company, Chair of the Compensation Committee and as a member of the Nominating and Corporate Governance Committee. Pursuant to the Director’s Agreement, Mr. Yañez is entitled to an annual cash retainer of \$51,000.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation of Named Executive Officers

The objectives of Khiron's executive compensation policy are: (i) to attract and retain individuals of high caliber; (ii) to motivate performance to achieve Khiron's strategic objectives; and (iii) to align the interests of executive officers with the long-term interests of shareholders. The Board, on the recommendation of management and the Compensation Committee, is responsible for setting the compensation strategy, and reviewing, evaluating and determining compensation of the Company's directors and executive officers.

Each executive officer receives a base salary and participates in the Company's bonus and share-based compensation plans. Khiron does not offer any group benefit plans, including medical, dental, life, accidental death and dismemberment and long-term disability coverage to its employees or executive officers outside of Colombia. Khiron Colombia is required by law to offer health and life insurance benefits to its employees, and, as such, Mr. Torres receives such benefits. The Company also provides long term incentives under the Stock Option Plan and RSU Plan, additional information for which can be found above at "Stock Option Plans and Other Incentive Plans". There are no pension plan benefits in place for the Named Executive Officers of the Company.

Compensation of Directors

Directors of the Company do not receive any compensation for attending Board or committee meetings. In addition to Stock Options and RSUs, which are granted to the Company's directors from time to time, the Board pays directors (other than Mr. Torres, the CEO of the Company) cash retainers for their services in order to: (i) to attract and retain individuals of high caliber to serve as directors of Khiron; (ii) to motivate performance in order to achieve Khiron's strategic objectives; and (iii) to align the interests of directors with the long-term interests of shareholders. There are no pension plans for the Company's directors.

The following table summarizes the monthly retainers paid to directors during 2021, , which is described in the Company's Annual Information Form for the year ended December 31, 2021 and filed to the Company's issuer profile on SEDAR at www.sedar.com on April 29, 2022

Director	Monthly Retainer	Reduced Monthly Retainer (May 2021 – December 2021)
Chris Naprawa ⁽¹⁾	\$15,000	N/A
Deborah Rosati	\$9,000	\$7,650
Michael Beck ⁽²⁾	US\$10,000	US\$7,500
Juan Carlos Echeverry ⁽³⁾	\$7,000	N/A
Vicente Fox	US\$15,000	US\$12,000
Alvaro Torres	Nil	Nil
Alvaro Yanez	\$4,250	\$4,250

Notes:

(1) Mr. Naprawa joined the Board as Chair, effective June 12, 2020.

(2) Mr. Echeverry joined the Board effective November 30, 2020.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The Company has an incentive Stock Option Plan and RSU Plan under which Stock Options and restricted share units are granted. Stock Options and restricted share units have been determined by the Company's Board and are only granted in compliance with applicable laws and regulatory policy. TSXV policies limit the granting of Stock Options to employees, officers, directors and consultants of the Company and provide limits on the length of term, number and exercise price of such Stock Options.

The following table provides information as at December 31, 2021 regarding the number of shares to be issued pursuant to the Company's Stock Option Plan and RSU Plan. The Company does not have any equity compensation plans that have not been approved by its shareholders.

Plan Category	Number of securities to be issued upon exercise of outstanding options (a)	Weighted-average exercise price of outstanding options (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders (Stock Option Plan and RSU Plan)	5,780,167 Options 8,093,798 RSU's (13,873,965)	\$1.52 \$nil	475,385
Equity compensation plans not approved by securityholders	N/A	N/A	N/A
Total	13,873,965	\$2.01	475,385

None of the directors or executive officers of the Company, or proposed nominees for election as director of the Company or associates or affiliates of such persons are or have been indebted to the Company at any time since the beginning of the Company's last completed financial year.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Since the commencement of the Company's financial year ended December 31, 2020, no informed person of the Company, nominee for director or any associate or affiliate of an informed person or nominee, had any material interest, direct or indirect, in any transaction or any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

An "informed person" means: (a) a director or executive officer of the Company; (b) a director or executive officer of a person or company that is itself an informed person or subsidiary of the Company; (c) any person or company who beneficially owns, directly or indirectly, voting securities of the Company or who exercises control or direction over voting securities of the Company or a combination of both carrying more than 10% of the voting rights other than voting securities held by the person or company as underwriter in the course of a distribution; and (d) the Company itself, if and for so long as it has purchased, redeemed or otherwise acquired any of its shares.

CORPORATE GOVERNANCE

The Board believes that good corporate governance improves corporate performance and benefits all shareholders. National Policy 58-201 *Corporate Governance Guidelines* provides non-prescriptive guidelines on corporate governance practices for reporting issuers such as the Company. In addition, National Instrument 58-101 *Disclosure of Corporate Governance Practices* (“NI 58-101”) prescribes certain disclosure by the Company of its corporate governance practices. The disclosure required by NI 58-101 is presented below.

The independent members of the Board as defined in NI 58-101 are Juan Carlos Echeverry, Vicente Fox, Deborah Rosati and Alvaro Yanez. The non-independent directors are Alvaro Torres, the Company’s CEO; and Chris Naprawa, former President of the Company until June 12, 2020. Mr. Torres and Mr. Naprawa have been determined to be non-independent due to their roles as current and former executive officers of the Company, respectively.

Board Mandate

The mandate of the Board, as prescribed by the *Business Corporations Act* (British Columbia), is to manage or supervise management of the business and affairs of the Company and to act with a view to the best interests of the Company. In doing so, the Board oversees the management of the Company’s affairs directly and through its committees. The Board has also adopted a Charter of the Board of Directors which sets forth the responsibilities of the Board.

The Board is responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management, and for the Company’s overall approach to risk management. Board consideration and approval is also required for material contracts and business transactions, and all debt and equity financing transactions. The Board is responsible for implementing and monitoring compliance with the Company’s Code of Ethics and Business Conduct, and for ensuring the integrity of the Company’s executive officer and senior management. Additionally, the Board is responsible for appointing the CEO and for reviewing and approving the performance and compensation of the CEO.

The Board delegates authority to executive officers and management to enter into certain types of transactions, including financial transactions, subject to specified limits in a written policy. The Board also delegates to management responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company’s business in the ordinary course, managing the Company’s cash flow, evaluating new business opportunities, recruiting employees and complying with applicable regulatory requirements. The Board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans and annual operating plans.

For more information on the mandate of the Board, please refer to the Charter of the Board of Directors approved by the Board and attached to this Circular as Appendix A.

Directorships

The following directors of the Company are also directors of the below noted reporting issuers:

Name of Director	Name of Reporting Issuer	Exchange and Symbol
Deborah Rosati	TAAL Distributed Information Technologies Inc.	CSE:TAAL
Alvaro Yanez	Momentous Capital Corp.	TSXV:MCC.P

Orientation and Continuing Education

The Board is responsible for providing orientation for all new recruits to the Board. Each new director brings a different skill set and professional background, and with this information, the Board is able to determine what orientation to the nature and operations of the Company's business will be necessary and relevant to each new director. The Company provides continuing education for its directors as the need arises and encourages open discussion at all meetings, which format encourages learning by the directors.

Ethical Business Conduct

The Board relies on the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law to ensure the Board operates independently of management and in the best interests of the Company. The Board has also adopted a *Code of Ethics and Business Conduct* that sets forth the values, responsibilities and rules of conduct that govern the activities of the directors, officers, and employees of the Company and its affiliated companies. A copy of the *Code of Ethics and Business Conduct* may be accessed through the Company's website. [<https://investors.khiron.ca/investor-information/governance/governance-documents>]

Nomination of Directors

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders. The Board takes into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. The CGN Committee is responsible for recruiting new members to the Board and planning for the succession of Board members.

Board Diversity

The Board has adopted a Board Diversity Policy which commits the Company to a merit-based system for Board composition within a diverse and inclusive culture which solicits multiple perspectives and views and is free of conscious or unconscious bias and discrimination. The Company aspires to attain a Board composition which increases the representation of women. Board candidate searches will be specifically directed to include diverse candidates generally, and women candidates in particular.

The Board Diversity Policy includes a requirement for diversity disclosure in the Circular, including the representation of, at minimum, (i) women, (ii) Indigenous peoples (including First Nations, Inuit and Métis), (iii) persons with disabilities; and (iv) members of visible minorities. The current directors and proposed nominees for election at the Meeting include one woman, (17%), while none of the other directors identify as Indigenous peoples, persons with disabilities or members of visible minorities. Nevertheless, the nominees comprise a diverse group by nationality, including two Canadians (Mr. Naprawa and Ms. Rosati), two dual Colombian-Americans (Mr. Torres and Mr. Echeverry), one Colombian (Mr. Yanez), and one Mexican (Mr. Fox). The diversity of the members of the Board provides a diversity of experience and cultures that is representative of the Company's business operations and activities in North America and Latin America. A copy of the Board Diversity Policy is attached to this Circular as Appendix B.

Compensation

The Board is responsible for determining all forms of compensation, including long-term incentive in the form of Stock Options and RSUs, to be granted to the CEO of the Company and the directors, and for reviewing the recommendations of the Compensation Committee and the CEO respecting compensation of the other executive officers of the Company, to ensure such arrangements reflect the responsibilities and risks associated with each position.

When determining the compensation of its executive officers, the Board considers: (a) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; (b) providing fair and competitive compensation; (c) balancing the interests of management and the Company's shareholders; (d) rewarding performance, both on an individual basis and with respect to operations in general; (e) the recommendations of the Compensation Committee; and (f) TSXV policies.

Committees of the Board

The Committees of the Board are the Audit Committee, the Compensation Committee and the CGN Committee. The members of each Committee are listed below:

Audit Committee: Deborah Rosati (Chair); Juan Carlos Echeverry; and Chris Naprawa Compensation Committee: Alvaro Yanez (Chair); Chris Naprawa; and Deborah Rosati CGN Committee: Alvaro Torres (Chair); Deborah Rosati; and Alvaro Yanez

For additional information see “*Audit Committee and Corporate Governance*” in the Company's Annual Information Form dated April 29, 2021 and filed to the Company's issuer profile on SEDAR at www.sedar.com.

Assessments

The Board annually reviews its own performance and effectiveness as well as reviews the Audit Committee Charter and recommends revisions as necessary. In assessing the effectiveness and contribution of the Board, the Audit Committee, the Compensation Committee, the CGN Committee or the individual directors the Board considers, in the case of the Board or any Standing Committee or any other committee, its performance against its mandate or charter and, in the case of an individual director, his or her attendance and performance against the competencies and skills each individual director is expected to bring to the Board, including the business strengths of the individual and the purpose of originally nominating the individual to the Board. The Chair of the Board, together with the independent Lead Director, are responsible for assessing the effectiveness of the Board as a whole, as well as individual Board members.

The Board believes its corporate governance practices are appropriate and effective for the Company, given its size and operations. The Company's corporate governance practice allows the Company to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden. A copy of the Audit Charter is enclosed here as Schedule “C”.

Majority Voting

The Board has adopted a Majority Voting rule in its Charter. Except in any case where the number of nominees for election exceeds the number of directors to be elected, including as a result of a proxy contest, any director nominee who is not elected by a majority of the votes cast, will immediately tender his or her resignation to the Board. The Board will accept the resignation absent exceptional circumstances that warrant the director continuing to serve on the Board.

ADDITIONAL INFORMATION

Additional information about the Company is located on SEDAR at www.sedar.com. Financial information is provided in the Company's Annual Information Form, financial statements and Management's Discussion and Analysis ("MD&A") for the financial year ended December 31, 2021, which were filed on SEDAR on April 29, 2022.

Under National Instrument 51-102 *Continuous Disclosure Obligations*, any person or company who wishes to receive interim financial statements from the Company may deliver a written request for such material to the Company or the Company's agent, together with a signed statement that the persons or company is the owner of securities of the Company. Shareholders who wish to receive interim financial statements are encouraged to send the enclosed mail card, together with the completed Proxy, in the addressed envelope provided, to the Company's registrar and transfer agent, TSX Trust Company 301-100 Adelaide St. W., Toronto, Ontario M5H 4H1. The Company will maintain a supplemental mailing list of persons or companies wishing to receive interim financial statements.

Shareholders may contact the Company to request copies of the financial statements and MD&A by writing to the Company at the following address:

KHIRON LIFE SCIENCES CORP.
ATT: CHIEF FINANCIAL OFFICER
2300-550 Burrard Street Vancouver, BC, V6C 2B5

OTHER MATERIAL FACTS

Management knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the Proxy solicited hereby will be voted on such matter in accordance with the best judgment of the persons voting by Proxy.

DATED at Toronto, Ontario, on the 17th day of May, 2022. BY ORDER OF THE BOARD

KHIRON LIFE SCIENCES CORP.

/s/ "Chris Naprawa"

Chris Naprawa Chair of the Board

SCHEDULE A

KHIRON LIFE SCIENCES CORP.

2022 AMENDED AND RESTATED STOCK OPTION PLAN

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- 1.1.1 “**Applicable Laws**” means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations and orders of any Governmental Authority having authority over that Person, property, transaction or event.
- 1.1.2 “**Blackout Period**” means the period during which designated Persons cannot trade Shares pursuant to the Corporation’s policy, if any, respecting restrictions on trading which is in effect at that time.
- 1.1.3 “**Board**” means the board of directors of the Corporation.
- 1.1.4 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.
- 1.1.5 “**Change of Control Transaction**” means:
 - 1.1.5.1 the acquisition of a sufficient number of voting securities in the capital of the Corporation so that the acquiror, together with Persons acting jointly or in concert with the acquiror, becomes entitled, directly or indirectly, to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation (provided that, prior to the acquisition, the acquiror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation);
 - 1.1.5.2 the completion of a consolidation, merger, arrangement or amalgamation of the Corporation with or into any other entity whereby the voting securityholders of the Corporation immediately prior to the consolidation, merger, arrangement or amalgamation receive less than 50% of the voting rights attaching to the outstanding voting securities of the consolidated, merged, arranged or amalgamated entity; or
 - 1.1.5.3 the completion of a sale whereby all or substantially all of the Corporation’s undertakings and assets become the property of any other entity and the voting securityholders of the Corporation immediately prior to the sale hold less than 50%

of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale.

- 1.1.6 “**Consultant**” means a Person, or an individual employed by a Person, other than an Employee or a Director, that:
- 1.1.6.1 is engaged to provide on an ongoing bona fide basis consulting, technical, management or other services to the Corporation or to a Subsidiary, other than services provided in relation to a distribution of securities;
 - 1.1.6.2 provides the services for at least 12 months under a written contract with the Corporation or a Subsidiary;
 - 1.1.6.3 in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary; and
 - 1.1.6.4 has a relationship with the Corporation or a Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Corporation.
- 1.1.7 “**Corporation**” means Khiron Life Sciences Corp.
- 1.1.8 “**Director**” means a director or senior officer of the Corporation or any Subsidiary.
- 1.1.9 “**Disability**” means a physical or mental incapacity or disability that prevents the Eligible Person from performing the essential duties of the Eligible Person’s employment or service with the Corporation or any Subsidiary, and which cannot be accommodated under applicable human rights laws without imposing undue hardship on the Corporation or the Subsidiary employing or engaging the Eligible Person, as determined by the Board for the purposes of this Plan.
- 1.1.10 “**Early Expiry Date**” is defined in Section 4.10.1.2.
- 1.1.11 “**Eligible Person**” means any Employee, Director or Consultant.
- 1.1.12 “**Employee**” means:
- 1.1.12.1 an individual who is considered an employee of the Corporation or any Subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source);
 - 1.1.12.2 an individual who works full-time for the Corporation or any Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant Subsidiary over the details and methods of work as an employee of the Corporation or the relevant Subsidiary, but for whom income tax deductions are not made at source; or
 - 1.1.12.3 an individual who works for the Corporation or any Subsidiary on a continuing and regular basis for at least 20 hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant Subsidiary over the details and methods of work as an employee of the Corporation or the relevant Subsidiary, but for whom income tax deductions are not made at source.

- 1.1.13 **“Exchange”** means the TSX Venture Exchange or such other primary exchange where the Corporation’s shares may be listed from time to time.
- 1.1.14 **“Governmental Authority”** means:
- 1.1.14.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal or other government, any governmental or public department, branch or ministry, or any court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and
- 1.1.14.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- 1.1.15 **“Grant Date”** means, for any Option, the date on which that Option is granted.
- 1.1.16 **“Insider”** means “Insider” as defined in the TSX Venture Exchange Corporate Finance Manual (as amended at any time), or such other Exchange rules, policies and guidelines, as applicable.
- 1.1.17 **“Investor Relations Activities”** means “Investor Relations Activities” as defined in the TSX Venture Exchange Corporate Finance Manual (as amended at any time).
- 1.1.18 **“Investor Relations Participant”** means a Consultant that performs Investor Relations Activities or an Employee or Director whose roles and duties primarily consist of Investor Relations Activities.
- 1.1.19 **“Option”** means an option to purchase Shares granted to an Eligible Person under the terms of this Plan.
- 1.1.20 **“Option Agreement”** means the option agreement evidencing an Option issued pursuant to this Plan.
- 1.1.21 **“Option Exercise Price”** is defined in Section 4.3.
- 1.1.22 **“Option Expiry Date”** is defined in Section 4.4.
- 1.1.23 **“Participant”** means an Eligible Person to whom an Option has been granted.
- 1.1.24 **“Person”** will be broadly interpreted and includes:
- 1.1.24.1 a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;
- 1.1.24.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and
- 1.1.24.3 a Governmental Authority.

- 1.1.25 “**Plan**” means this stock option plan of the Corporation.
- 1.1.26 “**Remittance Amount**” is defined in Section 4.9.1.1.
- 1.1.27 “**Restricted Person**” is defined in Section 2.3.6.2.
- 1.1.28 “**Retirement**” means retirement from active employment or service with the Corporation or a Subsidiary:
- 1.1.28.1 at or after age 65; or
- 1.1.28.2 with the consent of any officer of the Corporation as may be designated for the purposes of this Plan by the Board, at or after any earlier age and on the completion of any number of years of service as the Board may specify.
- 1.1.29 “**Share Compensation Arrangement**” means any stock option plan of the Corporation (other than this Plan), including the Corporation’s restricted share unit plan, and any stock option granted by the Corporation outside of this Plan.
- 1.1.30 “**Shares**” means common shares in the capital of the Corporation.
- 1.1.31 “**Subsidiary**” means a body corporate that is controlled by the Corporation and, for the purposes of this definition, a body corporate will be deemed to be controlled by the Corporation if the Corporation, directly or indirectly, has the power to direct the management and policies of the body corporate by virtue of ownership of, or direction over, voting securities in the body corporate.
- 1.1.32 “**Termination Date**” means the date on which a Participant ceases to be an Eligible Person and, in the case of an Employee, means the date on which the Employee ceases to actively perform services for the Corporation or any Subsidiary (excluding any notice period which may extend beyond the date on which active services cease).

1.2 Certain Rules of Interpretation

- 1.2.1 In this Plan, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words “**including**” or “**includes**” in this Plan is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
- 1.2.2 The division of this Plan into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan.
- 1.2.3 References in this Plan to an Article or Section are to be construed as references to an Article or Section of or to this Plan unless otherwise specified.
- 1.2.4 Unless otherwise specified in this Plan, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day. Unless otherwise determined by the Board, if an Option would, under the terms of this Plan or the Option Agreement, otherwise expire or terminate on a day which is not a Business Day, the Option will expire or terminate on the next Business Day.

- 1.2.5 Unless otherwise specified, any reference in this Plan to any statute, rule or policy includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute, rule or policy as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3 Governing Law

This Plan and each Option Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable in that Province.

ARTICLE 2 ESTABLISHMENT OF PLAN

2.1 Purpose

- 2.1.1 The Corporation establishes this Plan to govern the grant, administration and exercise of Options which may be granted to bona fide Eligible Persons.
- 2.1.2 The principal purposes of this Plan are to provide the Corporation with the advantages of the incentive inherent in equity ownership on the part of Eligible Persons who are responsible for the continued success of the Corporation; to create in those Eligible Persons a proprietary interest in, and a greater concern for, the welfare and success of the Corporation; to encourage Eligible Persons to remain with the Corporation and any Subsidiaries; and to attract new Employees, Directors and Consultants.
- 2.1.3 This Plan is expected to benefit shareholders by enabling the Corporation to attract and retain personnel of the highest calibre by offering them an opportunity to share in any increase in value of the Shares resulting from their efforts.

2.2 Shares Reserved and Plan Limits

- 2.2.1 The number of Shares that may be reserved for issuance under this Plan and under any other Share Compensation Arrangement will not exceed, in the aggregate, 35,942,497 Shares being 20% of the shares issued as at May 17, 2022.
- 2.2.2 The Corporation will, at all times during the term of this Plan, reserve and keep available the number of Shares necessary to satisfy the requirements of this Plan.

2.3 Limits on Certain Grants

- 2.3.1 An Option may only be granted to a Consultant under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to Consultants, does not exceed, in aggregate, 2% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Consultants within the previous one-year period pursuant to the exercise of options or vesting of RSUs).
- 2.3.1.1 A Consultant must render services for a period of at least 12 months, on a continuous basis, in order to be an Eligible Person under the Plan.

- 2.3.2 An Option may only be granted to an Investor Relations Participant under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to Investor Relations Participants, does not exceed, in aggregate, 2% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Investor Relations Participants within the previous one-year period pursuant to the exercise of options or vesting of RSUs). Further, Options issued to an Investor Relations Participant under this plan shall vest in stages over a period of not less than 12 months with not more than 1/4 of the Options vesting in any three (3) month period.
- 2.3.2.1 Option grants to an Investor Relations Participant shall be conditional upon the agreement of such Participant to file insider trade reports with respect to any trades in the securities of the Corporation.
- 2.3.2.2 An Investor Relations Participant must render services for a period of at least 12 months, on a continuous basis, in order to be an Eligible Person under the Plan.
- 2.3.3 An Option may only be granted to a Person under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to that Person, does not exceed, in aggregate, 5% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to that Person within the previous one-year period pursuant to the exercise of options or vesting of RSUs), unless any disinterested shareholder approval required by the Exchange has been obtained.
- 2.3.4 Unless disinterested shareholder approval is obtained, the number of Shares that may be reserved for issuance to Insiders under this Plan and under any other Share Compensation Arrangement will not exceed, in the aggregate, 10% of the outstanding Shares (on a non-diluted basis) at any point in time.
- 2.3.5 Unless disinterested shareholder approval is obtained, an Option may only be granted to an Insider under this Plan if the number of Shares reserved for issuance under that Option, when combined with the number of Shares reserved for issuance under all Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to Insiders, does not exceed, in aggregate, 10% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Insiders within the previous one-year period pursuant to the exercise of options or vesting of RSUs).
- 2.3.6 For the purposes of calculating the limits in this Section 2.3:
- 2.3.6.1 the number of Shares reserved for issuance under an option means the number of Shares which were originally reserved for issuance upon the date of grant of the option (except for the purposes of calculating the limit in Section 2.3.4, in which case the number of Shares reserved for issuance means the number of Shares reserved for issuance at the time of the calculation); and
- 2.3.6.2 any options or RSUs granted within the relevant time but prior to the grantee becoming a Consultant, Investor Relations Participant or Insider, as applicable (a “**Restricted Person**”), and any Shares reserved or issued under those grants, will be included in the number of options granted to those Restricted Persons, in the

number of Shares reserved for issuance to those Restricted Persons, and in the number of Shares issued to those Restricted Persons, if the grantee becomes a Restricted Person on or before the date the calculation is made.

2.4 Expired or Terminated Options

If and to the extent any Option granted under this Plan expires or is terminated without having been exercised in whole or in part, the number of Shares then subject to that Option will be considered to be part of the pool of Shares available for Options under this Plan.

2.5 Non-Exclusivity

Nothing contained in this Plan will prevent the Board from adopting other or additional incentive compensation arrangements, whether Share Compensation Arrangements or otherwise.

2.6 Effective Date

This Plan will be effective as of June 23, 2022 (the date approved by the shareholders of the Corporation).

ARTICLE 3 ADMINISTRATION OF PLAN

3.1 Administration of the Plan

3.1.1 Subject to the provisions of this Plan, Applicable Laws, and the applicable rules and policies of the Exchange (or any other stock exchange or market on which the Shares are listed), the Board will have full power and authority to:

3.1.1.1 administer this Plan in accordance with its express terms;

3.1.1.2 determine all questions arising in connection with the administration, interpretation, and application of this Plan;

3.1.1.3 prescribe, amend, and rescind rules and regulations relating to the administration of this Plan; and

3.1.1.4 make all other determinations necessary or advisable for the administration of this Plan.

All determinations made in good faith on the matters referred to in this Section 3.1.1 will be final, conclusive, and binding on the Corporation and the relevant Participant.

3.1.2 Subject to Applicable Laws, and the applicable rules and policies of the Exchange (or any other stock exchange or market on which the Shares are listed), the Board may, by resolution, at any time:

3.1.2.1 delegate any of its powers, rights and obligations under Section 3.1.1 to any committee of the Board; and

- 3.1.2.2 amend or rescind the delegation of any of its rights, powers and obligations effected under Section 3.1.2.1.

3.2 Record Keeping

The Corporation will maintain a register in which will be recorded:

- 3.2.1 with respect to each Option granted to a Participant:
 - 3.2.1.1 the name and address of the Participant;
 - 3.2.1.2 the Grant Date;
 - 3.2.1.3 the number of Shares issuable under the Option as of the Grant Date;
 - 3.2.1.4 the Option Exercise Price;
 - 3.2.1.5 any vesting conditions;
 - 3.2.1.6 the number of Shares issued under the Option (and the dates of issuance); and
 - 3.2.1.7 the Option Expiry Date; and
- 3.2.2 the aggregate number of Shares subject to Options.

3.3 Adjustments to Options

- 3.3.1 If any material change in the outstanding Shares occurs by reason of any stock dividend, split, recapitalization, amalgamation, merger, consolidation, combination or exchange of shares or other similar corporate change, the Board may make any proportionate adjustments to this Plan and any outstanding Options that the Board deems equitable and appropriate to reflect that change. Any adjustment under this Section 3.3.1 will be made in the sole discretion of the Board, and will be conclusive and binding for all purposes of this Plan.
- 3.3.2 No fractional Shares will be issued on the exercise of an Option. If, as a result of any adjustment as provided in this Section 3.3, a Participant would be entitled to a fractional Share, the Participant will have the right to purchase only the number of full Shares that is calculated under that adjustment, and no payment or other adjustment will be made with respect to that fractional Share.

3.4 Termination of the Plan

The Board may terminate this Plan at any time in its absolute discretion (without shareholder approval). If this Plan is terminated, no further Options will be granted but the Options then outstanding will continue in full force and effect in accordance with the provisions of this Plan, until the time they are exercised or terminated or expire under the terms of this Plan and the applicable Option Agreements.

3.5 General

The existence of any Option will not affect, in any way, the right or power of the Corporation to:

- 3.5.1 make or authorize any recapitalization, reorganization or other change in the Corporation's capital structure or business;
- 3.5.2 participate in any amalgamation, combination, merger or consolidation;
- 3.5.3 create or issue any securities or change the rights and conditions attaching to any of its securities;
- 3.5.4 effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business; or
- 3.5.5 effect any other corporate act or proceeding, whether of similar character or otherwise.

3.6 Compliance with Applicable Laws

- 3.6.1 This Plan, the grant and exercise of Options, the Corporation's obligation to issue Shares on the exercise of Options, and all other actions taken under this Plan will be subject to Applicable Laws, to the applicable rules and policies of the Exchange (or any other stock exchange or market on which the Shares are listed) and to any approvals by any Governmental Authority which, in the opinion of counsel to the Corporation, are necessary or advisable.
- 3.6.2 No Option will be granted and no Shares issued under this Plan if that grant or issue would require registration of this Plan or of Shares under the securities laws of any foreign jurisdiction. Any purported grant of any Option or issue of Shares under this Plan in violation of this Section 3.6.2 will be void.
- 3.6.3 Shares issued to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under Applicable Laws.

ARTICLE 4 TERMS OF OPTIONS

4.1 Grants

- 4.1.1 Subject to the provisions of this Plan, the Board will have the authority to grant Options to Eligible Persons, and to determine the terms and conditions applicable to the exercise of those Options, including, for each Option:
 - 4.1.1.1 the number of Shares issuable under the Option;
 - 4.1.1.2 the Option Exercise Price;
 - 4.1.1.3 the Option Expiry Date;
 - 4.1.1.4 the vesting conditions, if any;
 - 4.1.1.5 the nature and duration of the restrictions, if any, to be imposed on the sale or other disposition of Shares acquired on the exercise of the Option; and
 - 4.1.1.6 the events, if any, that could give rise to a termination of the Participant's rights under the Option, and the period in which such a termination can occur.

- 4.1.2 Each Option must be confirmed by an Option Agreement executed by the Corporation and by the Participant to whom that Option is granted. Subject to specific variations approved by the Board in respect of any Option, those variations not to be inconsistent with the provisions of this Plan, all terms and conditions set out in this Plan will be incorporated by reference into and form part of each Option Agreement.
- 4.1.3 If an Option is to be granted to an Employee or a Consultant, the Corporation and the Person to whom that Option is proposed to be granted are responsible for ensuring and confirming that the Person is a bona fide Employee or Consultant.

4.2 Multiple Grants

An Eligible Person may be granted Options on more than one occasion under this Plan and be granted separate Options on any one occasion.

4.3 Option Exercise Price

The Board will set the option exercise price (the “**Option Exercise Price**”) in respect of each Share issuable under an Option granted to a Participant. The Option Exercise Price will not be less than the fair market value of a Share on the Grant Date and, if the Shares are listed on the Exchange, will be subject to the minimum Option Exercise Price permitted by the Exchange. For the purposes of this Section 4.3, “**fair market value**” means:

- 4.3.1 if the Shares are listed on the Exchange, the last closing price of the Shares on the Exchange before the grant of the Option;
- 4.3.2 if the Shares are not then listed on the Exchange, but are listed on another stock exchange or market, the last closing price of the Shares on the stock exchange or market before the grant of the Option; or
- 4.3.3 if Sections 4.3.1 and 4.3.2 do not apply, the value of a Share determined by the Board, taking into account any considerations which it determines to be appropriate at the relevant time.

4.4 Option Expiry Date

The Board will, on the Grant Date, set the option expiry date (the “**Option Expiry Date**”) of each Option granted to a Participant. The Option Expiry Date set under this Section 4.4 will be no later than ten (10) years after the Grant Date, and will be subject to earlier expiry in accordance with Section 4.10 and Section 4.11, and later expiry in accordance with Section 4.7.

4.5 Vesting of Options

- 4.5.1 Subject to Section 4.5.3, and unless accelerated by the Board under Section 4.5.2 or Section 4.11 or otherwise specified in the relevant Option Agreement, an Option will vest and become exercisable as to 1/3 of the Shares issuable under the Option on each of the following dates:
- 4.5.1.1 the Grant Date;
- 4.5.1.2 the first anniversary of the Grant Date; and
- 4.5.1.3 the second anniversary of the Grant Date.

4.5.2 Subject to Section 4.5.3, the Board may, at any time, accelerate the date on which any Option will vest and become exercisable.

4.5.3 An Option granted to an Investor Relations Participant will vest over a period of not less than 12 months from the Grant Date, and as to no more than 1/4 of the Shares issuable under the Option in any three-month period.

4.6 Exercise of Options

4.6.1 An Option will be exercisable until 5:00 p.m. (Toronto time) on the Option Expiry Date, but only to the extent that it has vested and has not expired or been terminated.

4.6.2 Subject to the provisions of this Plan and the related Option Agreement, an Option may be exercised, in whole or in part, at any time by delivery to the Corporation of a written notice of exercise, substantially in the form to be included with the Option Agreement, specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option Exercise Price of the Shares to be purchased. Payment of the Option Exercise Price must be made by cash, bank draft or certified cheque.

4.7 Blackout Periods

No Option may be exercised during a Blackout Period, if the Participant is then restricted from trading in Shares pursuant to any policy of the Corporation or Applicable Laws. If an Option Expiry Date set under Section 4.4 falls on a date within a Blackout Period or within nine (9) Business Days following the expiration of a Blackout Period, the expiry date for that Option will be automatically extended, without any further act or formality, to that date which is the tenth Business Day after the end of the Blackout Period. This Section 4.7 will not extend any termination or expiry date determined under Section 4.10 or 4.11. The automatic extension of a Participant's options will not be permitted where the Participant or the Corporation is subject to a cease trade order (or similar order under Securities Laws) in respect of the Corporation's securities.

4.8 Amendments to Plan or Options

4.8.1 The Board may amend this Plan or any Option, subject to the requirements of the Exchange (or any other stock exchange or market on which the Shares are listed), including any shareholder approval requirements, provided that if an amendment materially impairs an Option or is materially adverse to its holder, the amendment will not take effect in respect of that Option until the consent of the Participant holding the Option has been obtained.

4.8.2 Amendments to any of the following provisions of the Plan will be subject to shareholder approval:

4.8.2.1 persons eligible to be granted Options under the Plan;

4.8.2.2 the maximum number or percentage, as the case may be, of shares that may be reserved under the Plan for issuance pursuant to the exercise of Options;

4.8.2.3 the limitations under the Plan on the number of Options that may be granted to any one person or any category of persons (such as, for example, Insiders);

4.8.2.4 the method for determining the Option Exercise Price;

- 4.8.2.5 the maximum term of Options;
 - 4.8.2.6 the expiry and termination provisions applicable to Options; and
 - 4.8.2.7 the amendment provisions of the Plan.
- 4.8.3 Notwithstanding the foregoing, the Board may approve the following types of amendments without shareholder approval: (i) amendments to fix typographical errors; and (ii) amendments to clarify existing provisions of the Plan that do not have the effect of altering the scope, nature and intent of such provisions.
- 4.8.4 The Board may amend the terms of an Option to:
- 4.8.4.1 reduce the number of Shares under Option;
 - 4.8.4.2 increase the Option Exercise Price; or
 - 4.8.4.3 cancel an Option;
- without Exchange or shareholder approval provided the Corporation issues a news release outlining the terms of the amendment. If the Corporation cancels an Option and within one year grants new Options to the same individual, the new Options will be subject to applicable Exchange requirements for amending options, including without limitation, the requirement for shareholder approval of reductions in the Option Exercise Price for Insiders.
- 4.8.5 Disinterested shareholder approval must be obtained for any reduction in the Option Exercise Price or to extend the Option Expiry Date if the Participant is an Insider of the Corporation at the time of the proposed amendment.

4.9 Withholding of Tax

- 4.9.1 The Corporation and any Subsidiary may take reasonable steps for the withholding of any taxes or other source deductions that it is required by Applicable Laws or the requirements of any Governmental Authority to remit in connection with this Plan, any Option or any issuance of Shares upon the exercise of an Option, including:
- 4.9.1.1 deducting and withholding the amount required to be remitted (the “**Remittance Amount**”) from any cash remuneration or any other amount payable to a Participant, whether or not related to the Plan, the exercise of any Options or the issue of any Shares;
 - 4.9.1.2 permitting the Participant to make a cash payment to the Corporation equal to the Remittance Amount; or
 - 4.9.1.3 selling, or causing a broker or other Person (the “**Broker**”) engaged by the Corporation to sell, on behalf of any Participant, that number of Shares issued to the Participant pursuant to an exercise of Options, such that the amount received by the Corporation or Subsidiary from the proceeds of the sale will be sufficient to satisfy the obligation to remit the Remittance Amount (and to fund any fees or commissions payable to the Broker and other costs and expenses of the transaction).

- 4.9.2 Any Shares of a Participant that are sold by the Corporation, or by a Broker engaged by the Corporation, to fund a Remittance Amount will be sold as soon as practicable, and, if applicable, in transactions effected on the exchange on which the Shares are then listed for trading. In effecting the sale of any Shares, the Corporation or the Broker will exercise its sole judgment as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price. Neither the Corporation nor the Broker will be liable for any loss arising out of any sale of Shares, including any loss relating to the manner or timing of any sale, the prices at which the Shares are sold, or otherwise. In addition, neither the Corporation nor the Broker will be liable for any loss arising from a delay in transferring any Shares to a Participant. The sale price of Shares sold on behalf of Participants will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale.

4.10 Termination of Employment or Service

- 4.10.1 Unless otherwise determined by the Board under Section 4.11 or otherwise specified in the relevant Option Agreement, if a Participant ceases to be an Eligible Person:
- 4.10.1.1 any unvested portion of any Option held by that Participant will immediately expire as of the Termination Date; and
 - 4.10.1.2 any vested portion of any Option held by that Participant will expire on the earlier of the Option Expiry Date set by the Board under Section 4.4 (without including any extended expiry terms determined under Section 4.7) and:
 - 4.10.1.2.1 in the case of termination of employment by the Corporation or a Subsidiary without cause, or the failure of a Director standing for election to be re-elected, or the failure by the Corporation or a Subsidiary to renew a contract for services at the end of its term, the date which is 90 days after the Termination Date;
 - 4.10.1.2.2 in the case of the death of the Participant, the date which is one year after the death;
 - 4.10.1.2.3 in the case of the Disability or Retirement of the Participant, the date which is 180 days after the Termination Date; and
 - 4.10.1.2.4 in all other cases, the Termination Date,

(the date determined under Sections 4.10.1.2.1 to 4.10.1.2.4, the “**Early Expiry Date**”).
- 4.10.2 Unless otherwise determined by the Board, Options will not be affected by any change of employment or provision of services within or among the Corporation or any Subsidiaries, so long as the Participant continues to be an Eligible Person.
- 4.10.3 The Early Expiry Date will be determined based on the first of the events described in Sections 4.10.1.2.1 to 4.10.1.2.4 to occur.
- 4.10.4 Options granted under this Plan are not part of a Participant’s regular employment or consulting compensation, and no value will be attributed to any Options as part of calculating any Participant’s damages for wrongful dismissal, or any amount due to a Participant with respect

to reasonable notice, notice of termination, severance or termination pay, or compensation in lieu of notice.

4.11 Change of Control

4.11.1 Despite any other provision of this Plan or any Option Agreement, in the event of an actual or potential Change of Control Transaction, the Board has the right, in its sole discretion and on the terms it sees fit, without any action or consent required on the part of any Participant, to deal with any Options (or any portion of any Options) in the manner it deems equitable and appropriate in the circumstances, including the right to:

4.11.1.1 determine that any Options (or any portion of any Options) will remain in full force and effect in accordance with their terms after the Change of Control Transaction;

4.11.1.2 cause any Options (or any portion of any Options) to be converted or exchanged for options to acquire shares of another entity involved in the Change of Control Transaction, having the same value and terms and conditions as the Options;

4.11.1.3 accelerate the vesting of any unvested Options;

4.11.1.4 provide Participants with the right to surrender any Options (or any portion of any Options) for an amount per underlying Share equal to the positive difference, if any, between the fair market value of the Share on the date of surrender and the Option Exercise Price; and

4.11.1.5 accelerate the date by which any Options (or any portion of any Options) must be exercised.

4.11.2 The Corporation will use its best efforts to give the affected Participants written notice of any determination made by the Board under Section 4.11.1 at least 14 days before the effective date of the Change of Control Transaction.

4.12 Transferability

4.12.1 Subject to Section 4.12.2, the Options and all benefits and rights accruing to a Participant in accordance with the terms and conditions of this Plan are not directly or indirectly transferable and cannot be assigned, charged, pledged or hypothecated, or otherwise alienated, by a Participant, whether voluntarily, involuntarily, by operation of law or otherwise.

4.12.2 On a Participant's death, vested Options, benefits and rights may pass by the Participant's will or the laws of descent and distribution to the legal representative of the Participant's estate or any other Person who acquires the Participant's vested Options by bequest or inheritance. No transfer of a vested Option by will or by the laws of descent and distribution will be effective to bind the Corporation until the Corporation has been furnished with any evidence that the Corporation may deem necessary to establish the validity of the transfer and the acceptance by the transferee of the terms and conditions of this Plan and the relevant Option Agreement.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 No Rights as Shareholder

The holder of an Option will not have any rights as a shareholder of the Corporation with respect to any of the Shares issuable on exercise of that Option until that holder has exercised that Option in accordance with the terms of this Plan and has been issued the Shares.

5.2 No Employment Rights

Nothing in this Plan or any Option will confer on a Participant any right to continue in the employment or service of the Corporation or any Subsidiary or affect in any way the right of the Corporation or any Subsidiary to terminate the Participant's employment or service at any time; nor will anything in this Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Subsidiary to extend the employment or service of any Participant beyond the date on which the Participant's relationship with the Corporation or any Subsidiary would otherwise be terminated due to Retirement or pursuant to the provisions of any employment, consulting or other contract for services with the Corporation or any Subsidiary.

5.3 No Undertaking or Representation

The Participants, by participating in this Plan, will be deemed to have accepted all risks associated with acquiring Shares pursuant to this Plan. Each Participant acknowledges that the Shares are subject to, and may be required to be held indefinitely under, applicable securities laws. The Corporation and the Subsidiaries make no undertaking, representation, warranty or guarantee as to the future value or price, or as to the listing on any stock exchange or other market, of any Shares issued under this Plan, and will not be liable to any Participant for any loss resulting from that Participant's participation in this Plan or as a result of the amendment, suspension or termination of this Plan or any Option in accordance with its terms.

5.4 Hold Period

The Options issued under this Plan, and the Shares issuable upon exercise of the Options, may, in certain circumstances be subject to a 4 month hold period, or other resale restriction, commencing on the Grant Date of the Option in accordance with the policies of the Exchange and/or applicable securities laws.

5.5 Notices

All written notices to be given by a Participant to the Corporation will be delivered personally or by registered mail, postage prepaid, addressed as follows:

Khiron Life Sciences Corp.
c/o Gowling WLG (Canada) LLP
1600,100 King Street West
Toronto, ON M5X 1G5

Attn: Chief Financial Officer

Any notice given by a Participant pursuant to the terms of an Option will not be effective until actually received by the Corporation at the above address.

5.6 Further Assurances

Each Participant will, when requested to do so by the Corporation, sign and deliver all documents relating to the granting or exercise of Options deemed necessary or desirable by the Corporation. Each Participant will provide the Corporation with all information (including personal information) which is necessary for the administration of this Plan, and each Participant consents to the collection, use and disclosure of information by the Corporation necessary for the administration of this Plan.

5.7 Submission to Jurisdiction

The Corporation and each Participant irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Plan and each Option Agreement. To the extent permitted by Applicable Laws, the Corporation and each Participant:

- 5.7.1 irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Plan or any Option Agreement in the courts of that Province, or that the subject matter of this Plan or any Option Agreement may not be enforced in those courts;
- 5.7.2 irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called on to enforce the judgment of the courts referred to in this Section 5.7, of the substantive merits of any suit, action or proceeding; and
- 5.7.3 to the extent the Corporation or any Participant has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Person irrevocably waives that immunity in respect of its obligations under this Plan and any Option Agreement.

SCHEDULE B

KHIRON LIFE SCIENCES CORP.

2022 AMENDED AND RESTATED RESTRICTED SHARE UNIT PLAN

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 Definitions

For purposes of this Plan:

- (a) **“Account”** means an account maintained by the Corporation for each Participant and which will be credited with RSUs in accordance with the terms of this Plan;
- (b) **“Award Date”** means the date or dates on which an award of RSUs is made to a Participant in accordance with Section 4.1;
- (c) **“Award Value”** means, with respect to any RSUs, an amount equal to the number of RSUs, as such number may be adjusted in accordance with the terms of this Plan, multiplied by the Fair Market Value of the Shares;
- (d) **“Black-Out Period”** means the period of time when, pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons as designated by the Corporation, including any Participant that holds an RSU;
- (e) **“Board”** means the board of directors of the Corporation as constituted from time to time;
- (f) **“Change of Control”** means:
 - (i) a successful takeover bid; or
 - (ii) (A) any change in the beneficial ownership or control of the outstanding securities or other interests of the Corporation which results in:
 - (1) a person or group of persons “acting jointly or in concert” (within the meaning of MI 62-104); or
 - (2) an affiliate or associate of such person or group of persons; holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or interests of the Corporation; and
 - (B) members of the Board who are members of the Board immediately prior to the earlier of such change and the first public announcement of such change cease to constitute a majority of the Board at any time within sixty days of such change; or
 - (iii) Incumbent Directors no longer constituting a majority of the Board; or

- (iv) the winding up of the Corporation or the sale, lease or transfer of all or substantially all of the assets to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued and where the shareholdings or other securityholdings, as the case may be, in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a “Change of Control” if paragraph 1.1(f)(ii) above was applicable to the transaction); or
 - (v) any determination by a majority of the Board that a Change of Control has occurred or is about to occur and any such determination shall be binding and conclusive for all purposes of this Plan;
- (g) **“Code”** means the U.S. Internal Revenue Code of 1986, as amended;
- (h) **“Committee”** has the meaning ascribed thereto in Section 2.4;
- (i) **“Consultant”** means a Person, or an individual employed by a Person, other than an Employee or a Director, that:
 - (i) is engaged to provide on an ongoing bona fide basis consulting, technical, management or other services to the Corporation or to a Subsidiary, other than services provided in relation to a distribution of securities;
 - (ii) provides the services for at least 12 months under a written contract with the Corporation or a Subsidiary;
 - (iii) in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or a Subsidiary; and
 - (iv) has a relationship with the Corporation or a Subsidiary that enables the individual to be knowledgeable about the business and affairs of the Corporation.
- (j) **“Corporation”** means Khiron Life Sciences Corp., and includes any successor corporation thereof;
- (k) **“Director”** means a director or senior officer of the Corporation or any Subsidiary.
- (l) **“Dividend Equivalent”** has the meaning ascribed thereto in Section 4.2;
- (m) **“Dividend Market Value”** means the Fair Market Value per Share on the dividend record date;
- (n) **“Eligible Person”** means any Employee, Director or Consultant (other than a Consultant performing Investor Relations Activities).
- (o) **“Employee”** means:
 - (i) an individual who is considered an employee of the Corporation or any Subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source);

- (ii) an individual who works full-time for the Corporation or any Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant Subsidiary over the details and methods of work as an employee of the Corporation or the relevant Subsidiary, but for whom income tax deductions are not made at source; or
 - (iii) an individual who works for the Corporation or any Subsidiary on a continuing and regular basis for at least 20 hours per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or the relevant Subsidiary over the details and methods of work as an employee of the Corporation or the relevant Subsidiary, but for whom income tax deductions are not made at source.
- (p) **“Exchange”** means the TSXV or, if the Shares are not then listed and posted for trading on the TSXV, such stock exchange on which such Shares are listed and posted for trading as may be selected for such purpose by the Board;
- (q) **“Expiry Date”** means, with respect to a RSU, December 15th of the third year following the year in which the services giving rise to the RSU grant were rendered, or such earlier expiry date as may be determined by the Board, in its sole discretion, and set out in the applicable RSU Agreement;
- (r) **“Fair Market Value”** with respect to a Share, as at any date, means the volume weighted average of the prices at which the Shares traded on the Exchange (or, if the Shares are not then listed and posted for trading on the Exchange or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the majority of the trading volume and value of the Shares occurs) for the three (3) trading days on which the Shares traded on the said exchange immediately preceding such date. In the event that the Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith;
- (s) **“Forfeiture Date”** means the date that is the earlier of: (i) the effective date of the Participant’s termination or resignation, as the case may be; and (ii) the date that the Participant ceases to be in the active performance of the usual and customary day-to-day duties of the Participant’s position or job, regardless of whether adequate or proper advance notice of termination or resignation shall have been provided in respect of such cessation of being an Eligible Person;
- (t) **“Incumbent Directors”** means any member of the Board who was a member of the Board at the effective date of this Plan and any successor to an Incumbent Director who was recommended or elected or appointed to succeed any Incumbent Director by the affirmative vote of the Board, including a majority of the Incumbent Directors then on the Board, prior to the occurrence of the transaction, transactions, elections or appointments giving rise to a Change of Control;
- (u) **“Insider”, “associate” and “affiliate”** each have the meaning ascribed thereto in the TSX Venture Exchange Corporate Finance Manual, as amended from time to time;
- (v) **“Investor Relations Activities”** means “Investor Relations Activities” as defined in the TSX Venture Exchange Corporate Finance Manual (as amended at any time).

- (w) **“Khiron Group”** means, collectively, the Corporation, any entity that is a Subsidiary of the Corporation from time to time, and any other entity designated by the Board from time to time as a member of the Khiron Group for the purposes of this Plan (and, for greater certainty, including any successor entity of any of the aforementioned entities);
- (x) **“MI 62-104”** means Multilateral Instrument 62-104 — *Take-Over Bids and Issuer Bids*, as amended from time to time;
- (y) **“Outside Payment Date”**, in respect of a RSU, means December 31 of the calendar year in which the Expiry Date occurs;
- (z) **“Participant”** means an Eligible Person to whom an RSU has been granted.
- (aa) **“Plan”** means this Restricted Share Unit Plan;
- (bb) **“RSU”** means a unit equivalent in value to a Share credited by means of a bookkeeping entry in the Participants’ Accounts;
- (cc) **“RSU Agreement”** has the meaning set forth in Section 0;
- (dd) **“Share Compensation Arrangement”** means any incentive plan of the Corporation (other than this Plan), including the Corporation’s stock option plan, and any incentive options granted by the Corporation outside of this Plan;
- (ee) **“Share”** means a common share of the Corporation;
- (ff) **“Subsidiary”** has the meaning ascribed thereto in the *Securities Act* (Ontario);
- (gg) **“Successor”** has the meaning ascribed thereto in Section 5.2;
- (hh) **“takeover bid”** means a “take-over bid” as defined in MI 62-104 pursuant to which the “offeror” would as a result of such takeover bid, if successful, beneficially own, directly or indirectly, in excess of 50% of the outstanding Shares;
- (ii) **“TSXV”** means the TSX Venture Exchange Inc.; and
- (jj) **“U.S. Participant”** means an Eligible Person who is a citizen or resident of the United States (including its territories, possessions and all areas subject to the jurisdiction);
- (kk) **“Vesting Date”** means, with respect to any RSU, the date upon which the Award Value to which the Participant is entitled pursuant to such RSU shall irrevocably vest and become irrevocably payable by the Corporation to the Participant in accordance with the terms hereof.

1.2 Interpretation

Words in the singular include the plural and words in the plural include the singular. Words importing male persons include female persons, corporations or other entities, as applicable. The headings in this document are for convenience and reference only and shall not be deemed to alter or affect any provision hereof. The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to this document as a whole and not to any particular Article, Section, paragraph or other part hereof.

ARTICLE II PURPOSE AND ADMINISTRATION OF THE PLAN

2.1 Purpose

The purpose of this Plan is to: (a) aid in attracting, retaining and motivating the officers, employees and other Eligible Persons of the Khiron Group in the growth and development of the Khiron Group by providing them with the opportunity through RSUs to acquire an increased proprietary interest in the Corporation; (b) more closely align their interests with those of the Corporation's shareholders; (c) focus such Eligible Persons on operating and financial performance and long-term shareholder value; and (d) motivate and reward for their performance and contributions to the Corporation's long-term success.

2.2 Administration of the Plan

Subject to Section 2.4, this Plan shall be administered by the Board.

2.3 Authority of the Board

The Board shall have the full power to administer this Plan, including, but not limited to, the authority to:

- (a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;
- (b) adopt, amend, suspend and rescind such rules and regulations for administration of this Plan as the Board may deem necessary in order to comply with the requirements of this Plan, or in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto;
- (c) determine the individuals or companies to whom RSUs may be awarded;
- (d) award such RSUs on such terms and conditions as it determines including, without limitation: the time or times at which RSUs may be awarded; the time or times when each RSU shall vest and the term of each RSU; whether restrictions or limitations are to be imposed on the Shares the Corporation may elect to issue in settlement of all or a portion of the Award Value of vested RSUs and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any RSU; in each case, based on such factors as the Board may determine appropriate, in its sole discretion;
- (e) take any and all actions permitted by this Plan; and
- (f) make any other determinations and take such other action in connection with the administration of this Plan that it deems necessary or advisable.

2.4 Delegation of Authority

To the extent permitted by applicable law, the Board may, from time to time, delegate to a committee (the "**Committee**") of the Board all or any of the powers conferred on the Board under this Plan. In such event, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Plan in this context is final and conclusive.

The Board or the Committee may delegate or sub-delegate to any director or officer of the Corporation the whole or any part of the administration of this Plan and shall determine the scope of such delegation or sub-delegation in its sole discretion.

2.5 Discretionary Relief

Notwithstanding any other provision hereof, the Board may, in its sole discretion, waive any condition set out herein if it determines that specific individual circumstances warrant such waiver.

2.6 Amendment or Discontinuance of the Plan

- (a) The Board may amend this Plan in any way, or discontinue this Plan altogether, and may amend, in any way, any RSU granted under this Plan at any time without the consent of an Participant, provided that such amendment shall not adversely alter or impair any RSU previously granted under the Plan or any related RSU Agreement, except as otherwise permitted hereunder and further provided that no amendment will cause the Plan or any RSU to cease to comply with paragraph (k) of the definition of “salary deferral arrangement” in subsection 248(1) of the *Income Tax Act* (Canada). In addition, the Board may, by resolution, make any amendment to this Plan or any RSU granted under it (together with any related RSU Agreement) without shareholder approval, provided however, that the Board will not be entitled to amend this Plan or any RSU granted under it without shareholder (disinterested shareholder approval if applicable) and, if applicable, Exchange approval, in order to: (i) increase the maximum number of Shares issuable pursuant to this Plan; (ii) cancel an RSU and subsequently issue to the holder of such RSU a new RSU in replacement thereof; (iii) extend the term of an RSU, but not beyond the Expiry Date; (iv) permit the assignment or transfer of an RSU other than as provided for in this Plan; (v) add to the categories of persons eligible to participate in this Plan; (vi) remove or amend Section **Error! Reference source not found.**, Section **Error! Reference source not found.** or Section **Error! Reference source not found.** of this Plan; (vii) remove or amend this Section 2.6(a); or (viii) in any other circumstances where Exchange and shareholder approval is required by the Exchange. Any renewal of this plan will be subject to disinterested shareholder approval, and Exchange approval as applicable.
- (b) Without limitation of Section 2.6(a), the Board may correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent deemed necessary or desirable, may establish, amend, and rescind any rules and regulations relating to this Plan, and may make such determinations as it deems necessary or desirable for the administration of this Plan.
- (c) On termination of this Plan, any outstanding awards of RSUs under this Plan shall immediately vest and the Award Value underlying the RSUs shall be paid to the Participants in accordance with and upon compliance with Section 4.6. This Plan will finally cease to operate for all purposes when (i) the last remaining Participant receives payment in respect of the Award Value underlying all RSUs credited to the Participant’s Account, or (ii) all unvested RSUs expire in accordance with the terms of this Plan and the relevant RSU Agreements.

2.7 Final Determination

Any determination or decision by, or opinion of, the Board, the Committee or a director or officer of the Corporation made or held pursuant to the terms set out herein shall be made or held reasonably and

shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Participants and their beneficiaries and legal representatives.

Subject to Section 2.5, all rights, entitlements and obligations of Participants under this Plan are set forth in the terms hereof and cannot be modified by any other documents, statements or communications, except by amendment to the terms set out herein referred to in Section 2.6.

2.8 Withholding Taxes

When an Participant or other person becomes entitled to receive a payment in respect of any RSUs, the Corporation or a member of the Khiron Group shall have the right to require the Participant or such other person to remit to the Corporation or to a member of the Khiron Group, as the case may be, an amount sufficient to satisfy any withholding tax requirements relating thereto. Unless otherwise prohibited by the Committee or by applicable law, satisfaction of the withholding tax obligation may be accomplished by any of the following methods or by a combination of such methods:

- (a) the tendering by the Participant of a cash payment to the Corporation, or a member of the Khiron Group, as the case may be;
- (b) where the Corporation has elected to issue Shares to the Participant, the withholding by the Corporation or a member of the Khiron Group, as the case may be, from the Shares otherwise deliverable to the Participant such number of Shares as it determines are required to be sold by the Corporation, or a member of the Khiron Group, as the case may be, as agent for and on behalf of the Participant, to satisfy the total withholding tax obligation (net of selling costs, which shall be paid by the Participant). The Participant consents to such sale and grants to the Corporation, or a member of the Khiron Group, as the case may be, an irrevocable power of attorney to effect the sale of such Shares and acknowledges and agrees that neither the Corporation nor any member of the Khiron Group accepts any responsibility for the price obtained on the sale of such Shares; or
- (c) the withholding by the Corporation or a member of the Khiron Group, as the case may be, from any cash payment otherwise due to the Participant.

provided, however, that the sum of any cash so paid or withheld and the Fair Market Value of any Shares so withheld is sufficient to satisfy the total withholding tax obligation. Any reference in this Plan to the Award Value or payment of cash or issuance of Shares in settlement thereof is expressly subject to this Section 2.8.

2.9 Taxes

Participants (or their beneficiaries) shall be responsible for reporting and paying all taxes with respect to any RSUs under the Plan, whether arising as a result of the grant or vesting of RSUs or otherwise. Neither the Corporation nor the Board make any guarantees to any person regarding the tax treatment of an RSU or payments made under the Plan and none of the Corporation or any of its employees or representatives shall have any liability to an Participant with respect thereto. The Corporation will provide each Participant with (or cause each Participant to be provided with) a T4 slip or such information return as may be required by applicable law to report income, if any, arising upon the grant or vesting of rights under this Plan by an Participant for income tax purposes.

2.10 Information

Each Participant shall provide the Corporation with all of the information (including personal information) that it requires in order to administer this Plan.

2.11 Account Information

Information pertaining to the RSUs in Participants' Accounts will be made available to the Participants at least annually in such manner as the Corporation may determine and shall include such matters as the Board or the Committee may determine from time to time or as otherwise may be required by law.

2.12 Indemnification

Each member of the Board or Committee is indemnified and held harmless by the Corporation against any cost or expense (including any sum paid in settlement of a claim with the approval of the Corporation) arising out of any act or omission to act in connection with the terms hereof to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a Board or Committee member may have as director or otherwise under the by-laws of the Corporation, any agreement, any vote of shareholders, or disinterested directors, or otherwise.

ARTICLE III ELIGIBILITY AND PARTICIPATION IN THE PLAN

3.1 Participation

The Board, in its sole discretion, shall determine, or shall delegate to the Committee the authority to determine, which Eligible Persons will participate in this Plan.

3.2 RSU Agreement

A Participant shall confirm acknowledgement of an award of RSUs made to such Participant in such form as determined by the Board from time to time (the "**RSU Agreement**"), within such time period and in such manner as specified by the Board. If acknowledgement of an award of RSUs is not confirmed by a Participant within the time specified, the Corporation reserves the right to revoke the crediting of RSUs to the Participant's Account.

3.3 Participant's Agreement to be Bound

Participation in this Plan by any Participant shall be construed as irrevocable acceptance by the Participant of the terms and conditions set out herein and all rules and procedures adopted hereunder and as amended from time to time.

ARTICLE IV TERMS OF THE PLAN

4.1 Grant of RSUs

Subject to Section 0, an award of RSUs pursuant to this Plan will be made and the number of such RSUs awarded will be credited to each Participant's Account, effective as of the Award Date. The number

of RSUs to be credited to each Participant's Account shall be determined by the Board, or the Committee delegated by the Board to do so, each in its sole discretion.

4.2 Credits for Dividends

Following the declaration and payment of dividends on the Shares, the Board may, in its absolute discretion, determine to make a cash payment to a Participant in respect of outstanding RSUs credited to the Participant's Account (a "**Dividend Equivalent**"). Such Dividend Equivalent, if any, shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of RSUs recorded in the Participant's Account on the record date for the payment of such dividend, by (b) the Dividend Market Value, with fractions computed to three decimal places. Payment of any such Dividend Equivalent will be made forthwith following any such determination by the Board and in any event within thirty (30) days of such determination.

4.3 Vesting

The Board or the Committee may, in its sole discretion, determine the time during which RSUs shall vest (except that no RSU, or portion thereof, may vest after the Expiry Date) and whether there shall be any other conditions or performance criteria to vesting. In the absence of any determination by the Board or the Committee to the contrary, RSUs will vest and be payable as to one third (1/3) of the total number of RSUs granted on each of the first, second and third anniversaries of the Award Date (computed in each case to the nearest whole RSU), provided that in all cases payment in satisfaction of a RSU shall occur prior to the Outside Payment Date. Notwithstanding the foregoing, the Committee may, at its sole discretion at any time or in the RSU Agreement in respect of any RSUs granted, accelerate or provide for the acceleration of vesting in whole or in part of RSUs previously granted. The Award Value of any RSU shall be determined as of the applicable Vesting Date.

4.4 Limits on Issuances

Notwithstanding any other provision of this Plan:

- (a) The number of Shares that may be reserved for issuance under this Plan and under any other Share Compensation Arrangement will not exceed, in the aggregate, 35,942,497, being 20% of the shares issued as at May 17, 2022.
- (b) The Corporation will, at all times during the term of this Plan, reserve and keep available the number of Shares necessary to satisfy the requirements of this Plan.
- (c) An RSU may only be granted to a Consultant under this Plan if the number of Shares reserved for issuance under that RSU, when combined with the number of Shares reserved for issuance under all Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to Consultants, does not exceed, in aggregate, 2% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Consultants within the previous one-year period pursuant to the exercise of options or vesting of RSUs).
 - (i) A Consultant must render services for a period of at least 12 months, on a continuous basis, in order to be an Eligible Person under the Plan.
 - (ii) RSUs may not be granted to Consultants performing Investor Relations Activities.
- (d) An RSU may only be granted to a Person under this Plan if the number of Shares reserved for issuance under that RSU, when combined with the number of Shares reserved for

issuance under all Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to that Person, does not exceed, in aggregate, 5% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to that Person within the previous one-year period pursuant to the exercise of options or vesting of RSUs), unless any disinterested shareholder approval required by the Exchange has been obtained.

- (e) Unless disinterested shareholder approval is obtained, the number of Shares that may be reserved for issuance to Insiders under this Plan and under any other Share Compensation Arrangement will not exceed, in the aggregate, 10% of the outstanding Shares (on a non-diluted basis) at any point in time.
- (f) Unless disinterested shareholder approval is obtained, an RSU may only be granted to an Insider under this Plan if the number of Shares reserved for issuance under that RSU, when combined with the number of Shares reserved for issuance under all Share Compensation Arrangements granted within the one-year period before the Grant Date by the Corporation to Insiders, does not exceed, in aggregate, 10% of the outstanding Shares on the Grant Date (with the outstanding Shares being calculated on a non-diluted basis, and excluding Shares issued to Insiders within the previous one-year period pursuant to the exercise of options or vesting of RSUs).
- (g) For the purposes of calculating the limits in this Section 4.4:
 - (i) the number of Shares reserved for issuance under an RSU means the number of Shares which were originally reserved for issuance upon the date of grant of the RSU (except for the purposes of calculating the limit in Section 2.3.4, in which case the number of Shares reserved for issuance means the number of Shares reserved for issuance at the time of the calculation); and
 - (ii) any RSUs or options granted within the relevant time but prior to the grantee becoming a Consultant or Insider, as applicable (a "**Restricted Person**"), and any Shares reserved or issued under those grants, will be included in the number of RSUs or options granted to those Restricted Persons, in the number of Shares reserved for issuance to those Restricted Persons, and in the number of Shares issued to those Restricted Persons, if the grantee becomes a Restricted Person on or before the date the calculation is made.

For the purposes of this Section 4.4, any increase in the issued and outstanding Shares (whether as a result of the issue of Shares from treasury in settlement of the Award Value underlying vested RSUs or otherwise) will not increase the number of Shares that may be issued pursuant to this Plan. Shares issued from treasury in settlement of an Award Value underlying vested RSUs will not become available for grant under this Plan.

RSUs (or the Award Value thereof) that are cancelled, surrendered, terminated or that expire prior to the final Vesting Date or in respect of which the Corporation has not elected to issue Shares from treasury in respect thereof shall result in such Shares that were reserved for issuance thereunder being available to be issued, at the election of Corporation, in respect of a subsequent grant of RSUs pursuant to this Plan to the extent of any Shares which have not been issued from treasury in respect of any such RSU.

For purposes of the calculations in this Section 4.5 only, it shall be assumed that all issued and outstanding RSUs will be settled by the issuance of Shares from treasury, notwithstanding the Corporation's right pursuant to Section 4.6 to settle the Award Value underlying vested RSUs in cash or by purchasing Shares on the open market.

In addition to the terms set out herein, the administration and limitations of this Plan will be subject to the provisions of TSXV Policy 4.4 – *Incentive Stock Options*, as applicable.

4.5 RSU Terms

The term during which a RSU may be outstanding shall, subject to the provisions of this Plan requiring or permitting the acceleration or the extension of the term, be such period as may be determined from time to time by the Board or the Committee, but subject to the rules of any stock exchange or other regulatory body having jurisdiction (but in no case shall the term of an RSU extend beyond the Expiry Date).

In addition, unless otherwise determined by the Board or the Committee, or unless the Corporation and a Participant agree otherwise in an RSU Agreement or other written agreement (including an employment or consulting agreement), each RSU shall provide that if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant or other Participant to, any of the entities comprising the Khiron Group for any reason whatsoever including, without limitation, retirement, resignation or involuntary termination (with or without cause), as determined by the Board in its sole discretion, before all of the awards respecting RSUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, (i) such Participant shall cease to be a Participant as of the Forfeiture Date, (ii) the former Participant shall forfeit all unvested awards respecting RSUs credited to the Participant's Account effective as at the Forfeiture Date, (iii) any Award Value corresponding to any vested RSUs remaining unpaid as of the Forfeiture Date shall be paid to the former Participant in accordance with Section 4.6, and (iv) the former Participant shall not be entitled to any further payment from this Plan.

Notwithstanding the preceding paragraph or anything else contained in this Plan to the contrary, unless otherwise determined by the Board or the Committee, or unless the Corporation and a Participant agree otherwise in an RSU Agreement or other written agreement (including an employment or consulting agreement), if a Participant shall cease to be a director or officer of or be in the employ of, or a consultant or other Participant to, any of the entities comprising the Khiron Group due to the death of the Participant, any unvested RSUs in the deceased Participant's Account effective as at the time of the Participant's death shall be deemed to have vested immediately prior to the Forfeiture Date with the result that the deceased Participant shall not forfeit any unvested RSUs and the Award Value corresponding to all RSUs credited to such Participant's Account shall be paid to the legal representative of the deceased former Participant's estate in accordance with Section 4.6 after receipt of satisfactory evidence of the Participant's death from the authorized legal representative of the deceased Participant.

Where a Vesting Date occurs on a date when a Participant is subject to a Black-Out Period, such Vesting Date shall be extended to a date which is within (10) ten business days following the end of such Black-Out Period, and further provided that (i) if any such extension would cause the Vesting Date or Vesting Dates to extend beyond the Expiry Date, the amounts to be paid on such Vesting Date or Vesting Dates shall be paid on the Expiry Date notwithstanding the Black-out Period, and (ii) if a Forfeiture Date occurs in respect of a Participant after the original Vesting Date then any unvested RSUs credited to the Participant's Account effective as of the Forfeiture Date that would have vested as of the original Vesting Date but for the Black-Out Period, shall be deemed to have vested immediately prior to the Forfeiture Date, but, subject to subparagraph (i), the Award Value of any such-vested RSUs shall be determined as of the Vesting Date as so extended by the provisions above, and any payment thereof shall be made only after such determination. If the Expiry Date occurs and as a result of the previous sentence of this paragraph the Vesting Date will occur while a Black-Out Period is still in effect, then the Corporation shall pay the Participant the entire Award Value of the vested RSUs in cash (and not Shares) and, for greater certainty, the Corporation shall not have any right to pay the Award Value in whole or in part in Shares notwithstanding any other provision of this Plan or any RSU Agreement.

This Plan does not confer upon a Participant any right with respect to continuation of employment by or service provision to any of the entities comprising the Khiron Group, nor does it interfere in any way with the right of the Participant or any of the entities comprising the Khiron Group to terminate the Participant's employment or service provision at any time.

4.6 Payment in Respect of RSUs

On the Vesting Date, the Corporation, at its sole and absolute discretion, shall have the option of settling the Award Value payable in respect of an RSU by any of the following methods or by a combination of such methods:

- (a) payment in cash;
- (b) payment in Shares acquired by the Corporation on the Exchange; or
- (c) payment in Shares issued from the treasury of the Corporation.

The Corporation shall not determine whether the payment method shall take the form of cash or Shares until the Vesting Date, or some reasonable time prior thereto. A holder of RSUs shall not have any right to demand, be paid in, or receive Shares in respect of the Award Value underlying any RSU at any time. Notwithstanding any election by the Corporation to settle the Award Value of any vested RSUs, or portion thereof, in Shares, the Corporation reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such vested RSUs shall not have the right, at any time to enforce settlement in the form of Shares of the Corporation.

Any amount payable to a Participant in respect of vested RSUs shall be paid to the Participant as soon as practicable following the Vesting Date and in any event within thirty (30) days of the Vesting Date and prior to the Outside Payment Date (provided that any amount payable with respect to a Vesting Date that occurs after the Forfeiture, but before the RSU has terminated in accordance with an applicable provision of Section 4.6, must occur not later than the Expiry Date).

Where the Corporation elects to pay any amounts pursuant to vested RSUs by issuing Shares, and the determination of the number of Shares to be delivered to a Participant in respect of a particular Vesting Date would result in the issuance of a fractional Share, the number of Shares deliverable on the Vesting Date shall be rounded down to the next whole number of Shares. No certificates representing fractional Shares shall be delivered pursuant to this Plan nor shall any cash amount be paid at any time in lieu of any such fractional interest.

ARTICLE V EFFECT OF CORPORATE EVENTS

5.1 Alterations in Shares

In the event:

- (a) of any change in the Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise; or
- (b) that any rights are granted to all or substantially all shareholders to purchase Shares at prices substantially below Fair Market Value; or
- (c) that, as a result of any recapitalization, merger, consolidation or other transaction, the Shares are converted into or exchangeable for any other securities or property;

then the Board may make such adjustments to this Plan, to any RSUs and to any RSU Agreements outstanding under this Plan as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of amounts to be paid to Participants hereunder.

5.2 Merger and Sale, etc.

Except in the case of a transaction that is a Change of Control and to which Section 5.3 applies, if the Corporation enters into any transaction or series of transactions whereby the Corporation or all or substantially all of the assets would become the property of any other trust, body corporate, partnership or other person (a “**Successor**”), whether by way of takeover bid, acquisition, reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, prior to or contemporaneously with the consummation of such transaction the Corporation and the Successor will execute such instruments and do such things as the Board or the Committee may determine are necessary to establish that upon the consummation of such transaction the Successor will assume the covenants and obligations of the Corporation under this Plan and the RSU Agreements outstanding on consummation of such transaction. Any such Successor shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Plan and RSU Agreements with the same effect as though the Successor had been named as the Corporation herein and therein and thereafter, the Corporation shall be relieved of all obligations and covenants under this Plan and such RSU Agreements and the obligation of the Corporation to the Participants in respect of the RSUs shall terminate and be at an end and the Participants shall cease to have any further rights in respect thereof including, without limitation, any right to acquire Shares upon vesting of the RSUs.

5.3 Change of Control

Notwithstanding any other provision in this Plan but subject to any provision to the contrary contained in an RSU Agreement or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if there takes place a Change of Control, all issued and outstanding RSUs shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board or the Committee, in its absolute discretion, prior to the time such Change of Control takes place.

ARTICLE VI GENERAL

6.1 Compliance with Laws

The Corporation, in its sole discretion, may postpone the issuance or delivery of any Shares that it elects to issue pursuant to any RSU to such date as the Committee may consider appropriate, and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Shares in compliance with applicable laws, rules and regulations, except that in no event may the issuance of such Shares in respect of a RSU occur after the Outside Payment Date. The Corporation shall not be required to qualify for resale pursuant to a prospectus or similar document any Shares that it elects to issue pursuant to the Plan, provided that, if required, the Corporation shall notify the Exchange and any other appropriate regulatory bodies in Canada and the United States of the existence of the Plan and the granting of RSUs hereunder in accordance with any such requirements.

6.2 General Restrictions and Assignment

Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

The rights and obligations hereunder may be assigned by the Corporation to a Successor to the business of the Corporation.

6.3 Market Fluctuations

No amount will be paid to, or in respect of, a Participant under this Plan to compensate for a downward fluctuation in the price of Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Plan will be unfunded.

The Corporation makes no representations or warranties to Participants with respect to this Plan or the RSUs whatsoever. Participants are expressly advised that the value of any RSUs and Shares under this Plan will fluctuate as the trading price of Shares fluctuates.

In seeking the benefits of participation in this Plan, a Participant agrees to exclusively accept all risks associated with a decline in the market price of Shares and all other risks associated with the holding of RSUs.

6.4 No Shareholder Rights

Until Shares have actually been issued and delivered should the Corporation elect to so issue Shares in accordance with the terms of the Plan, a Participant to whom RSUs have been granted shall not possess any incidents of ownership of such Shares including, for greater certainty and without limitation, the right to receive dividends, if any, on such Shares and the right to exercise voting rights in respect of such Shares.

6.5 Section 409A

This Plan, the RSUs and payments made to U.S. Participants pursuant to this Plan are intended to comply with, or qualify for an exemption from, the requirements of Section 409A of the Code and shall be construed consistently therewith and shall be interpreted in a manner consistent with that intention. Terms defined in this Plan shall have the meanings given to such terms under Section 409A of the Code if and to the extent required to comply with Section 409A. Notwithstanding any other provision of this Plan, the Corporation reserves the right, to the extent it deems necessary or advisable, in its sole discretion, to unilaterally amend the Plan to ensure that all RSUs issued to U.S. Participants are awarded in a manner that qualifies for exemption from, or complies with, Section 409A, provided, however, that the Corporation makes no undertaking to preclude Section 409A from applying to an award of RSUs, and the U.S. Participant or his or her estate, as the case may be, is and shall at all times be solely responsible for the payment of all taxes and penalties under Section 409A. The Corporation, its affiliates, directors, officers and agents shall have no liability to a U.S. Participant, or any other party, if an RSU that is intended to be exempt from, or compliant with, Section 409A is not so exempt or compliant, or for any action taken by the Committee.

6.6 Governing Law

The validity, construction and effect of this Plan and any actions taken or relating to this Plan shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

6.7 Currency

All amounts paid or values to be determined under this Plan shall be in Canadian dollars.

6.8 Severability

The invalidity or unenforceability of any provision of this document shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this document.

6.9 Effective Date

This Plan will be effective as of June 23, 2022 (the date approved by the shareholders of the Corporation).

Schedule "C"



AUDIT COMMITTEE CHARTER

The Audit Committee Charter (the "Charter") shall govern the activities of the Audit Committee (the "Committee") of the Board of Directors (the "Board") of Khiron Life Sciences Corp. (the "Company").

I. PURPOSE OF THE AUDIT COMMITTEE

The Committee is appointed by the Board to assist in fulfilling its oversight responsibility with respect to the integrity of the Company's financial reporting process, the performance and independence of the external auditors, the design and implementation and performance of internal controls over financial reporting and disclosure controls, and the monitoring of the Company's compliance with relevant legal and regulatory requirements applicable to financial reporting and public disclosure of financial information. The Committee is also responsible for other matters as set out in this Charter and/or as may be directed by the Board from time to time. The Committee should exercise continuous oversight of developments in these areas.

II. MEMBERSHIP

1. The Committee will consist of at least three members.
2. The members of the Committee will be appointed annually (and from time to time thereafter to fill vacancies on the Committee) by the Board. A Committee member may be removed or replaced at any time at the discretion of the Board.
3. If a Committee member simultaneously serves on the audit committee of more than three public companies, the Board shall consider and make a determination as to whether such simultaneous service would impair the ability of such member to effectively serve on the Company's Committee and may, if appropriate replace such member with another appropriate director.
4. If the Company ceases to be "venture issuer" (that term as defined in National Instrument 52-110), then all of its members shall be 'independent' as determined under the Board's annual assessment of the independence of its members and 'financially literate' one of which should be considered the 'financial expert', in each case as defined under any requirements of the Canadian Securities Administrators or other securities regulatory authorities to which the Corporation is subject.

III. AUTHORITY

In addition to all authority required to carry out the duties and responsibilities included in this Charter, the Committee has specific authority to:

1. engage, and set and pay the compensation for, independent counsel and other advisors as it determines necessary to carry out its duties and responsibilities and any such consultants or professional advisors retained by the Committee will report directly to the Committee;
2. communicate directly with management and the external auditor without management involvement.



IV. DUTIES AND RESPONSIBILITIES

1. The duties and responsibilities of the Committee include:

Financial Reporting

- (a) reviewing, monitoring, discussing and assessing the processes in place to identify and manage the principal risks that could impact the financial reporting of the Company and discussing policies with respect to risk assessment and risk management, which discussions will include (i) the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures, and (ii) guidelines and policies to govern the process by which risk assessment and management is undertaken;
- (b) reviewing and discussing with management and the external auditor the annual audited and quarterly unaudited financial statements and related Management Discussion and Analysis ("MD&A") and press releases for such financial statements, before the dissemination of these documents to shareholders, regulators, analysts and the public and make recommendations to the Board for approval of same. The review shall address the appropriateness of the Company's accounting policies, key estimates and judgements (including changes or variations thereto), clarity, accuracy and completeness of disclosure and obtaining reasonable assurance that the financial statements are presented fairly in accordance with GAAP and the MD&A is in compliance with appropriate regulatory requirements;
- (c) periodically review and discuss with management and the independent auditors the significance of emerging regulatory and accounting standards and initiatives for the financial reporting of the Company;
- (d) review treasury operations, including liquidity, financial derivatives and hedging activities;
- (e) review all material off-balance sheet transactions, contingent liabilities and transactions with related parties;

External Auditors

- (f) recommending to the Board for approval by the shareholders the external auditor to be nominated by the Board or approving any discharge of auditors where circumstances warrant, taking into consideration the Committee's assessment of the incumbent external auditor's performance pursuant to subsection (h) below among other things;
- (g) approve the remuneration of the external auditor, to be paid by the Company, in connection with:
 - (i) performing the annual audit on the Company's financial statements; and
 - (ii) performing other audit, review or attestation services as approved by the Committee;
- (h) reviewing the external auditor's annual audit plan, fee schedule and any related services proposals (including meeting with the external auditor to discuss any deviations from or changes to the original audit plan, as well as to ensure that no management restrictions have been placed on the scope and extent of the audit examinations by the external auditor or the reporting of their findings to the Committee);
- (i) overseeing the work of the external auditor, including the resolution of any disagreements between management and the external auditor regarding financial reporting. The Committee will also perform an annual assessment of the external auditor subsequent to the conclusion of each annual audit of the Company's financial statements, as well as a comprehensive assessment of performance every 5 years, or sooner as may be appropriate or required for any reason;
- (j) ensuring that the external auditor is independent by receiving a report annually from the external auditors with respect to their independence, such report to include a disclosure of all engagements (and fees related thereto) for non-audit services provided to Company;



- (k) ensuring that the external auditor is in good standing with the Canadian Public Accountability Board, by receiving, at least annually, a report by the external auditor on the audit firm's internal quality control processes and procedures;
- (l) ensuring that the external auditor meets the rotation requirements for partners assigned to the Company's annual audit by receiving a report annually from the external auditors setting out the status of each partner with respect to the appropriate regulatory rotation requirements and plans to transition new partners onto the audit engagement as various audit team members' rotation periods expire;
- (m) reviewing and discussing with management and the external auditor the external auditor's material written communications to the Committee in accordance with generally accepted auditing standards and other applicable regulatory requirements arising from the annual audit and quarterly review engagements (if applicable);
- (n) reviewing and approving the Company's hiring policies with respect to partners or employees (or former partners or employees) of either a former or the present external auditor;
- (o) pre-approving all non-audit services to be provided to the Company or any subsidiaries by the Company's external auditor (The Chair of the Committee has the authority to pre-approve in between regularly scheduled Committee meetings any non-audit service of less than \$50,000, however such approval will be presented to the Committee at the next scheduled meeting for formal approval);

Internal Controls and Compliance

- (p) receive and review the interim and annual CEO and CFO certifications filed with securities regulatory authorities;
- (q) review and assess reports prepared or caused to be prepared by management regarding internal controls, financial risk management and insurance programs;
- (r) review annually the framework of internal controls, how these align with the objective of preventing and detecting fraud as well as management's assessment of the continued effectiveness and application of those internal controls;
- (s) establishing procedures for:
 - (i) the receipt, retention and treatment of complaints received by the Company from employees and others regarding accounting, internal accounting controls or auditing matters and questionable practises relating thereto; and
 - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
- (t) review with the Company's counsel any legal matters, the Company's compliance with applicable laws and regulations, and inquiries received from regulators or governmental agencies that could have a significant impact on the Company's financial statements;
- (u) overseeing compliance with regulatory authority requirements for disclosure of external auditor services and Committee activities;
- (v) review the findings of any examinations by regulatory agencies, and any external auditors observations made regarding those findings;
- (w) review at least annually management's report on the Company's source deductions and other remittances required under applicable tax legislation.



Other Responsibilities

- (x) establishing procedures for:
 - (i) reviewing the expenses of the Chair of the Board, and the Chief Executive Officer (the “CEO”) on a quarterly basis;
 - (ii) reviewing the adequacy of the Company’s insurance coverage;
 - (iii) reviewing activities, organizational structure, and qualifications of the Chief Financial Officer (“CFO”) and the staff in the financial reporting area and ensuring that matters related to succession planning within the Company are raised for consideration at the Board;
- (y) A regular part of Committee meetings involves the appropriate orientation of new members as well as the continuous education of all members. Items to be discussed include specific business issues as well as new accounting and securities legislation that may impact the organization. The Chair of the Committee will regularly canvass the Committee members for continuous education needs and in conjunction with the Board education program, arrange for such education to be provided to the Committee on a timely basis.
- (z) On an annual basis the Committee shall review and assess the adequacy of this Charter taking into account all applicable legislative and regulatory requirements as well as any best practice guidelines recommended by the applicable regulatory bodies with whom the Company has a reporting relationship and, if appropriate, recommend changes to the Charter to the Board for its approval.

V. MEETINGS

1. The quorum for a meeting of the Committee is a majority of the members of the Committee.
2. The Board of Directors will appoint the Chair of the Committee. The Chair of the Committee shall be responsible for leadership of the Committee, including scheduling and presiding over meetings, preparing agendas, facilitating the timely, accurate and proper flow of information to and from the Committee members, and making regular reports to the Board. The Chair of the Committee will also maintain regular liaison with the CEO, CFO, and the lead engagement partner of the external auditor.
3. The Committee’s schedule of meetings and agendas will be set annually by the Committee. Dates and locations will be provided to the Board, the Committee members, the external auditors and management in advance.
4. The Committee will meet in camera separately with the CEO and separately with the CFO of the Company at least annually to review the financial affairs of the Company.
5. The Committee will meet with the external auditor of the Company in camera at least at each meeting at which the external auditor is in attendance, to review the external auditor’s examination and report.
6. Each of the chair of the Committee, members of the Committee, Chair of the Board, external auditor, CEO, CFO or secretary shall be entitled to request that the Chair of the Committee call a meeting which shall be held within 48 hours of receipt of such request to consider any matter that such individual believes should be brought to the attention of the Board or the shareholders.



VI. REPORTS

1. The Committee will report, at least quarterly, to the Board regarding the Committee's examinations and recommendations, and annually to the Board regarding the Committee's compliance with this Charter.
2. The Committee will report its activities to the Board to be incorporated as a part of the minutes of the Board meeting at which those activities are reported.

VII. MINUTES

1. The Committee will maintain written minutes of its meetings, which minutes will be filed with the minutes of the meetings of the Board.

VIII. ANNUAL PERFORMANCE EVALUATION

1. The Board will conduct an annual performance evaluation of the Committee, taking into account the Charter, to determine the effectiveness of the Committee.

