



VAXIL BIO LTD.

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON MAY 29, 2017

AND

MANAGEMENT INFORMATION CIRCULAR

April 28, 2017

These materials are important and require your immediate attention. They require shareholders to make important decisions. If you are in doubt as to how to deal with these materials or the matters they describe, please contact your financial, legal, tax or other professional advisors.

VAXIL BIO LTD.

4576 Yonge Street, 6th Floor
Toronto, Ontario M2N 6N4

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual and special meeting (the "**Meeting**") of the holders of common shares of **VAXIL BIO LTD.** (the "**Company**") will be held at the offices of Bennett Jones LLP, Suite 3400, One First Canadian Place, Toronto, Ontario M5X 1A4 at 12:30 p.m. (Toronto time) on Monday, May 29, 2017 for the following purposes:

1. to receive the audited financial statements of the Company for the financial year ended December 31, 2016, together with the auditor's report thereon;
2. to appoint MNP LLP as auditor of the Company for the ensuing year and authorize the board of directors to fix the auditor's remuneration;
3. to elect the board of directors to serve until the next annual meeting of shareholders or until their successors are duly elected or appointed;
4. to consider and, if thought fit, to pass with or without variation, an ordinary resolution confirming, authorizing and approving the Company's stock option plan, as more particularly described in the accompanying management information circular; and
5. to transact such other business as may properly come before the meeting and any adjournment or postponement thereof.

The board of directors of the Company (the "**Board**") has fixed Monday, April 24, 2017 as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered shareholder at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the accompanying management information circular (the "**Information Circular**").

The accompanying Information Circular provides additional information and the other matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of meeting (the "**Notice of Meeting**").

If you are a registered shareholder of the Company and unable to attend the Meeting in person, please complete, date and sign the accompanying form of proxy and deposit it with the Company's transfer agent, Computershare Investor Services Inc., Proxy Department 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, by 12:30 p.m. (Toronto time) by Thursday, May 25, 2017 or if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and statutory holidays preceding the time and date of reconvening such adjourned or postponed shareholder meeting.

If you are a non-registered shareholder of the Company and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee

of any of the foregoing that holds your security on your behalf (the "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

DATED this 28th day of April, 2017.

VAXIL BIO LTD.

(signed) "Dr. Saeid Babaei"

Dr. Saeid Babaei

Chairman of the Board

VAXIL BIO LTD.

4576 Yonge Street, 6th Floor
Toronto, Ontario M2N 6N4

INFORMATION CIRCULAR

For the Annual and Special Meeting of shareholders to be held on Monday, May 29, 2017.

All currency references herein, unless otherwise stated, are expressed in Canadian dollars.

SOLICITATION OF PROXIES

This information circular (the "Information Circular") is provided in connection with the solicitation of proxies by the management of Vaxil Bio Ltd. (the "Company"). The form of proxy (the "Proxy") which accompanies this Information Circular is for use at the Company's annual and special meeting of shareholders to be held at the offices of Bennett Jones LLP, Suite 3400, One First Canadian Place, Toronto, Ontario M5X 1A4 at 12:30 p.m. (Toronto time) on Monday, May 29, 2017 (the "**Meeting**"), for the purpose of conducting certain matters as set out in the accompanying notice of Meeting (the "**Notice of Meeting**"). It is expected that the solicitation of proxies will be primarily by mail; however, proxies may also be solicited by the officers, directors and employees of the Company by telephone, electronic mail, telecopier or personally. These persons will receive no compensation for such solicitation other than their regular fees or salaries. The cost of soliciting proxies in connection with the Meeting will be borne directly by the Company.

The contents and the mailing of the Information Circular have been approved by the Company's board of directors (the "**Board**").

INFORMATION CONTAINED IN THIS INFORMATION CIRCULAR

The information contained in this Information Circular, unless otherwise indicated, is given as of Friday, April 28, 2017.

In this Information Circular, unless otherwise indicated, all references to "\$" refer to Canadian dollars.

No person is authorized by the Company to give any information (including any representations) in connection with the matters to be considered at the Meeting other than the information contained in this Information Circular. Information contained in this Information Circular should not be construed as legal, tax or financial advice, and shareholders of the Company should consult their own professional advisors if they are in doubt as to how to deal with these materials or the matters they describe.

GENERAL PROXY MATTERS

Appointment of Proxy

The persons named in the enclosed Proxy are directors and/or officers of the Company. **Each shareholder has the right to appoint a person or entity, other than the persons designated by management in the Proxy, to represent the shareholder at the Meeting. A shareholder giving a proxy may do so by striking out the names of the management designees printed in the Proxy and by inserting the name of another designated person or entity in the blank space provided. A proxy designee need not be a shareholder of the Company.**

Those shareholders who wish to be represented at the Meeting by proxy must complete and deliver a Proxy to Computershare Investor Services Inc. ("**Computershare**"), Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario M5J 2Y1, by 12:30 p.m. (Toronto time) by Thursday, May 25, 2017, or if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and statutory holidays preceding the time and date of reconvening such adjourned or postponed shareholder meeting at which the Proxy is to be used.

Revocation of Proxy

A Proxy given by a shareholder for use at the Meeting may be revoked at any time prior to its use. In addition to revocation in any other manner permitted by law, the Proxy may be revoked by:

- (a) signing a proxy with a later date and delivering it at the time and place noted above;
- (b) signing and dating a written notice of revocation and delivering it to Computershare, or by transmitting a revocation by telephonic or electronic means to Computershare, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment or postponement of it, at which the Proxy is to be used, or delivering a written notice of revocation and delivering it to the Chairman of the Meeting on the day of the Meeting or adjournment or postponement thereof; or
- (c) attending the Meeting or any adjournment or postponement thereof and registering with the scrutineer as a shareholder present in person.

Voting of Proxies

The common shares of the Company (the "**Common Shares**") represented by proxy in the enclosed form will be voted or withheld from voting by the designated holder in accordance with the direction of the registered shareholder appointing such person. In the absence of instructions, such Common Shares will be voted in favour of each of the matters referred to in the Notice of Meeting.

The enclosed Proxy, when properly completed and signed, confers discretionary authority upon the persons named therein to vote on any amendments to or variations of the matters identified in the Notice of Meeting and on other matters, if any, which may properly be brought before the Meeting or any adjournment thereof. At the date hereof, management of the Company knows of no such amendments or variations or other matters to be brought before the Meeting. However, if any other matters which are not now known to management of the Company should properly be brought before the Meeting, or any adjournment thereof, the Common Shares represented by such proxy will be voted on such matters in accordance with the judgment of the person named as proxy thereon.

Voting by Non-Registered Holders

Only shareholders whose names have been entered in the Company's register of shareholders as of the close of business on the Record Date (as defined herein) will be entitled to receive notice of, and to vote at, the Meeting. Most shareholders are "non-registered" shareholders because the Common Shares they own are not registered in their name but instead registered in the name of an intermediary (an "**Intermediary**" or "**Intermediaries**") with whom the non-registered shareholder deals with in respect of the Common Shares (including, among others, a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of

any of the foregoing that holds such Common Shares on behalf of non-registered shareholders). If you purchased Common Shares through a broker, you are likely a non-registered holder.

Non-registered holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as "**NOBOs**". Those non-registered holders who have objected to their Intermediary disclosing ownership information about themselves to the Company are referred to as "**OBOs**".

The Company has elected to send the Notice of Meeting, this Information Circular and the Proxy (collectively, the "**Meeting Materials**") indirectly to NOBOs through Intermediaries. The Intermediaries (or their service companies) are responsible for forwarding the Meeting Materials to each NOBO.

Intermediaries are required to forward the Meeting Materials to NOBOs to seek their voting instructions in advance of the Meeting. Common Shares held by Intermediaries can only be voted in accordance with the instructions of the non-registered holder. Intermediaries often have their own form of proxy, mailing procedures and provide their own return instructions. If you wish to vote by proxy, you should carefully follow the instructions from the Intermediary to ensure that your Common Shares are voted at the Meeting. If you, as a non-registered holder, wish to vote at the Meeting in person, you should appoint yourself as proxyholder by writing your name in the space provided on the request for voting instructions or proxy provided by the Intermediary and return the form to the Intermediary in the envelope provided. Do not complete the voting section of the form as your vote will be taken at the Meeting.

Intermediaries are required to forward the Meeting Materials to each OBO unless the OBO has waived the right to receive them. The Company does not intend to pay for Intermediaries to deliver to OBOs the Meeting Materials under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") and Form 54-101F7 – *Request for Voting Instructions Made by an Intermediary*.

The Company is not sending the Meeting Materials to registered shareholders or non-registered shareholders using notice-and-access delivery procedures defined under NI 54-101 and National Instrument 51-102 – *Continuous Disclosure Obligations*.

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

As at the date of this Information Circular, except as described elsewhere in this Information Circular, to the knowledge of the Company's directors and executive officers, there are no material interests, direct or indirect, by way of beneficial ownership of securities or otherwise, of any person who has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year, or of any associate or affiliate of any such persons, in any matter to be acted upon at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Description of Share Capital

The Company is authorized to issue an unlimited number of Common Shares without par value, of which 50,429,350 Common Shares were issued and outstanding as at the close of business on Friday, April 28, 2017 representing the only securities with respect to which a voting right may be exercised at the Meeting.

Record Date

The Board of the Company has fixed the close of business on Monday, April 24, 2017 as the record date (the "**Record Date**") for the determination of shareholders of the Company entitled to receive notice of, and to vote at, the Meeting and at any adjournment or postponement thereof. Holders of record of Common Shares at the close of business on Monday, April 24, 2017 will be entitled to vote at the Meeting and at all adjournments or postponements thereof.

Quorum

The By-laws of the Company provide that a quorum for the transaction of business at the Meeting is two persons who are, or who represent by proxy, shareholders, who, in the aggregate, hold more than 5% of the outstanding shares of the Company entitled to be voted at the Meeting.

Ownership of Securities of the Company

To the knowledge of the Company's directors and executive officers, no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

Financial Statements

The Meeting is being held after the end of the Company's 2016 financial year, which ended on December 31, 2016. Therefore, the Company's audited financial statements for the year ended December 31, 2016, together with the auditor's report on those statements and Management Discussion and Analysis, will be presented to the shareholders at the Meeting. The financial statements are also available on SEDAR at www.sedar.com.

Appointment and Remuneration of Auditors

Management of the Company intends to appoint MNP LLP, of 300-111 Richmond Street West, Toronto, Ontario M5H 2G4 as the Company's auditors. MNP LLP were appointed as auditors of the Company effective May 26, 2016 to replace the Company's former auditors, Crowe Horwath (Israel), who resigned, at the Company's request, at that time. A copy of the Change of Auditor Reporting Package, as required under NI 51-102 is attached to this Circular as Schedule "I" ("**CARP**"). The CARP includes a Notice of Change of Auditor dated May 26, 2016 as provided by the Company, as well as letters from the former auditor and the incumbent auditor confirming the information contained in the Notice of Change of Auditor.

In absence of instructions to the contrary, the Common Shares represented by the Proxy are to be voted for the appointment of MNP LLP as the auditor to hold office for the ensuing year at a remuneration to be fixed by the Board.

Election of Directors

At the Meeting, the following four persons named hereunder will be proposed for election as directors of the Company. Management does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the Proxy to vote the proxy for the election of any other person or persons in place of any nominee or nominees unable to serve.

Each director elected will hold office until the close of the next annual meeting of shareholders, or until his successor is duly elected unless prior thereto he resigns or his office becomes vacant by reason of death or other cause. Shareholders have the option to (i) vote for all of the directors of the Company listed in the table below; (ii) vote for some of the directors and withhold for others; or (iii) withhold for all of the directors. **Unless the shareholder has specifically instructed in the Proxy that the Common Shares represented by such proxy are to be withheld or voted otherwise, the persons named in the Proxy will vote FOR the election of each of the proposed nominees set forth below as directors of the Company.**

Director Nominees

The following table sets out the names of the nominees for election as directors, the positions and offices which they presently hold, the length of time they have served as directors, their respective principal occupations or employments during the past five years and the number of Common Shares which each beneficially owns, directly or indirectly, or over which control or direction is exercised as of the date of this Information Circular:

Name, province or state and country of residence and positions, current and former, if any, held	Principal occupation during the past five years ⁽¹⁾	Director Since	Number of Common Shares beneficially owned or controlled, directly or indirectly ⁽²⁾
<p><i>Dr. Saeid Babaei</i>⁽³⁾⁽⁴⁾⁽⁵⁾ Toronto, Ontario, Canada</p> <p><i>Director and Chairman of the Board</i></p>	<p>Director, Vaxil Bio Ltd.; Director and Chairman of the Board, BriaCell Therapeutics Corp.; Director, President and CEO, AbCelex Technologies Inc.; and former Vice President; Corporate Development Aptose Biosciences Inc. (formerly Lorus Therapeutics).</p>	<p>January 8, 2016</p>	<p>872,728 (1.73%)⁽⁶⁾</p>
<p><i>Dr. Benjamin Chen</i>⁽⁵⁾ Fremont, USA</p> <p><i>Director</i></p>	<p>Director, Vaxil Bio Ltd.</p>	<p>January 8, 2016</p>	<p>Nil</p>
<p><i>Mr. Gadi Levin</i>⁽³⁾ Israel</p> <p><i>Director</i></p>	<p>Director, Interim CEO, CFO, Vaxil Bio Ltd.; CFO, BriaCell Therapeutics Corp.</p>	<p>October 20, 2016</p>	<p>381,819 (0.76%)⁽⁶⁾</p>
<p><i>Mr. Isaac Maresky</i>⁽³⁾⁽⁴⁾⁽⁵⁾ Toronto, Ontario, Canada</p> <p><i>Director</i></p>	<p>Director, Vaxil Bio Ltd.; Principal with Sunel Securities Inc.</p>	<p>January 8, 2016</p>	<p>1,038,007 (2.06%)⁽⁶⁾</p>
TOTAL:			<p>2,292,554 (4.55%)⁽⁶⁾</p>

Notes:

- (1) The information as to principal occupation, business or employment is not within the knowledge of the Company and has been furnished by the respective nominees.
- (2) The information as to the number of securities beneficially owned or over which control or direction is exercised has been obtained by the Company from publicly disclosed information and/or has been furnished by the respective nominees.
- (3) Members of the Audit Committee.
- (4) Members of the Compensation Committee.
- (5) Members of the Nomination Committee.
- (6) The percentage of voting rights calculations stated above is based on 50,429,350 Common Shares outstanding as at Friday, April 28, 2017.

No proposed director is being elected under any arrangement or understanding between the proposed director and any other person or company.

Corporate Cease Trade Orders or Bankruptcies

Except as described below, no proposed director is, or within the ten years prior to the date of this Information Circular has been, a director, Chief Executive Officer ("CEO") or Chief Financial Officer ("CFO") of any company, including the Company, that:

- (a) was subject to an order that was issued while the proposed director was acting in the capacity as director, CEO or CFO;
- (b) was subject to an order 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
- (c) 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.

Individual Bankruptcies

None of the proposed directors of the Company have, within the ten years prior to the date of this Information Circular, become bankrupt or made a proposal under any legislation relating to bankruptcy or insolvency, or been 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 that individual.

Penalties or Sanctions

None of the proposed directors of the Company has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Stock Option Plan

Shareholders first approved the rolling stock option plan (the "**Stock Option Plan**") at the Company's Annual General Meeting of November 28, 2014. TSX Venture Exchange approval was received February

19, 2015. Pursuant to the policies of the TSX Venture Exchange (the "TSXV"), the Company is required to obtain shareholder approval of the Stock Option Plan each year because the Stock Option Plan is a rolling-maximum option plan whereby the maximum number of Common Shares that may be reserved for issuance and which can be purchased upon the exercise of all options granted under the Stock Option Plan is fixed at 10% of the outstanding Common Shares from time to time.

A copy of the Stock Option Plan, effective February 20, 2015, is attached hereto as Schedule "II". Set forth below is a summary of the Stock Option Plan. The following summary is qualified in all respects by the provisions of the Stock Option Plan. Reference should be made to the Stock Option Plan for the complete provisions thereof.

Summary of the Stock Option Plan

The purpose of the Stock Option Plan is to allow the Company to provide an incentive to directors, employees and consultants of the Company or any affiliate of the Company or any Management Company Employee, as defined in the Stock Option Plan, (collectively, "**Eligible Persons**") to acquire an equity interest in the Company, to continue their participation in the affairs of the Company and to increase their efforts on behalf of the Company. The Stock Option Plan is effective until February 19, 2025 (or until such earlier date as the Board may determine).

Pursuant to the Stock Option Plan, the Board may from time to time authorize the issue of options to Eligible Persons (once an option is granted, "**Optionees**"). Options will be exercisable over periods of up to ten (10) years, as determined by the Board, and are required to have an exercise price no less than the closing market price of the Company's Common Shares prevailing on the market trading day immediately prior to the date of grant less a discount of up to 25% the amount of the discount varying with market price in accordance with the policies of the TSXV. All rights to exercise options shall terminate upon the earliest of:

- the expiration date of the option;
- the date on which the Optionee ceases to be an Eligible Person by reason of termination for cause (or termination for any reason in the case of a Management Company Employee);
- any date determined by the Board, acting reasonably, within a maximum of twelve (12) months from the date the Optionee ceases to be an Eligible Person by reason of termination of the Eligible Person as an employee or consultant of the Company other than for cause; or
- if any option is exercisable by the heirs or administrators of an Optionee who ceases to be an Eligible Person by reason of the Eligible Person's death, the first anniversary of the date of death of the Eligible Person.

The aggregate number of Common Shares reserved for issuance under the Stock Option Plan and under any other share compensation arrangement granted or made available by the Company from time to time may not exceed, in aggregate, 10% of the Company's Common Shares issued and outstanding at the time of grant. In addition, for as long as the Common Shares of the Company are listed on the TSXV, the Stock Option Plan will be subject to the following requirements (among others):

- options to acquire more than 2% of the issued Common Shares of the Company may not be granted to any one consultant in any twelve (12) month period;

- options to acquire more than 2% of the issued Common Shares of the Company may not be granted to any or all persons conducting Investor Relations Activities (as defined in the Stock Option Plan) in any twelve (12) month period;
- options issued to consultants conducting Investor Relations Activities must vest in stages over twelve (12) months with no more than one-quarter ($\frac{1}{4}$) of the options vesting in any three (3) month period;
- the approval of a majority of shareholders voting at a meeting of shareholders who are not Insiders (as defined in the Stock Option Plan) of the Company that qualify as Eligible Persons under the Stock Option Plan and associates of such Insiders or holders of non-voting and subordinate voting shares of the Company shall be obtained:
 - if Common Shares reserved for issuance upon the exercise of options granted to Insiders pursuant to the Stock Option Plan and any previously established and outstanding stock option plans or grants of the Company, exceed 10% of the issued Common Shares of the Company at the time of such the grant;
 - if options are granted to any one Optionee to acquire more than 5% of the issued and outstanding Common Shares of the Company at the time of such the grant in any twelve (12) month period;
 - if options are granted to Insiders to acquire more than 10% of the issued and outstanding Common Shares of the Company at the time of such the grant in any twelve (12) month period;
 - any decrease of the option price of options granted to Insiders pursuant to the Stock Option Plan or any previously established and outstanding stock option plans or grants of the Company.

Re-approval of Stock Option Plan

At the Meeting, shareholders of the Company will be asked to consider, and if thought fit, to pass, with or without variation the following ordinary resolution (the "**Option Plan Resolution**") confirming and approving the Stock Option Plan:

***"BE IT RESOLVED BY ORDINARY RESOLUTION THAT:** the Company's Stock Option Plan be and is hereby confirmed and approved as the Stock Option Plan of the Company until the next annual and special meeting of the Company."*

The Board is of the view that the Stock Option Plan provides the Company with the flexibility to attract and maintain the services of executives, employees and other services providers in competition with other companies in the industry. Stock options issued under the Stock Option Plan help align the interests of the Company's directors, officers, employees and consultants with the long-term interests of the Company's shareholders while allowing the Company to reduce the cash component of its compensation programs and thus preserve capital.

In order to be passed, the Option Plan Resolution requires the approval of a majority of the votes cast thereon by shareholders of the Company present in person or represented by proxy at the Meeting. The Board unanimously recommends that shareholders vote in favour of the Option Plan Resolution. **Unless**

otherwise directed, the persons named in the accompanying Proxy intend to vote FOR the Option Plan Resolution.

General Matters

As of the date of this Information Circular, the Board and management of the Company are not aware of any other matters to come before the Meeting other than those set forth above and in the Notice of Meeting. **However, if any other matters do arise, the person named in the Proxy shall vote, on any poll, in accordance with his or her best judgment, exercising discretionary authority with respect to amendments or variations of matters set forth in the Notice of Meeting and other matters which may properly come before the Meeting or any adjournment or postponement of the Meeting.**

STATEMENT OF EXECUTIVE COMPENSATION

The purpose of this section is to describe the compensation of certain named executive officers of the Company and the directors of the Company for the most recently completed financial year of the Company in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers*.

Director and Named Executive Officer Compensation

For the purposes of this Information Circular, a named executive officer ("**Named Executive Officer**" or "**NEO**") of the Company means the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as CEO, including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as CFO, including an individual performing functions similar to a CFO;
- (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, excluding value of all other compensation, 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.

Mr. Gadi Levin, the Interim CEO and the CFO, and Dr. Benjamin Chen, the Former CEO, are the only NEOs of the Company.

The following table provides a summary of compensation paid, directly or indirectly, for each of the two most recently completed financial years to the directors, and to the following NEOs:

Table of compensation excluding compensation securities							
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 (\$)
Mr. Gadi Levin ⁽¹⁾ <i>Interim CEO, CFO, Director</i>	2016	49,462	Nil	Nil	Nil	Nil	49,462
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Dr. Benjamin Chen ⁽²⁾ <i>Director, Former CEO</i>	2016	Nil	Nil	Nil	Nil	Nil	Nil
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Dr. Saeid Babaei <i>Chairman of the Board, Director</i>	2016	22,500	Nil	Nil	Nil	Nil	22,500
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Mr. Isaac Maresky <i>Director</i>	2016	72,605	Nil	Nil	Nil	Nil	72,605
	2015	Nil	Nil	Nil	Nil	Nil	Nil
Dr. Lior Carmon ⁽³⁾ <i>Former Director</i>	2016	41,881	Nil	Nil	Nil	Nil	41,881
	2015	200,000	Nil	Nil	Nil	Nil	200,000
Dr. Marian Gorecki ⁽⁴⁾ <i>Former Director</i>	2016	Nil	Nil	Nil	Nil	Nil	Nil
	2015	12,760	Nil	Nil	Nil	Nil	12,760

Notes:

- (1) On October 20, 2016, Mr. Gadi Levin was appointed as Interim CEO of the Company.
- (2) On October 20, 2016, Dr. Benjamin Chen resigned from the Company as CEO. The compensation listed above for Dr. Benjamin Chen includes compensation paid to him in his capacity as CEO of the Company.
- (3) On January 4, 2017, Dr. Lior Carmon resigned from the Company as Director.
- (4) On January 4, 2017, Dr. Marian Gorecki resigned from the Company as Director.

Stock Options and Other Compensation Securities

The Company's Stock Option Plan was previously approved by the shareholders at the Company's annual and special meeting on January 8, 2016. Please see Schedule "II" for a copy of the Stock Option Plan.

Compensation Securities

The following table provides a summary of all compensation securities granted or issued to each director and Named Executive Officer by the Company or one of its subsidiaries during the financial year ended December 31, 2016 for services provided or to be provided, directly or indirectly, to the Company or any of its subsidiaries:

Compensation Securities^{(1) (2)}							
Name and position	Type of compensation security	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
Mr. Gadi Levin <i>Interim CEO, CFO, Director</i>	Common Shares	65,217	March 9, 2017	N/A	0.21	0.10	N/A
Dr. Benjamin Chen <i>Director, Former CEO</i>	Nil	Nil	Nil	Nil	Nil	Nil	N/A
Mr. Isaac Maresky <i>Director</i>	Common Shares	988,800	February 29, 2017	N/A	0.21	0.10	N/A
Dr. Saeid Babaei <i>Chairman of the Board, Director</i>	Common Shares	311,112	February 29, 2017	N/A	0.21	0.10	N/A
Dr. Lior Carmon <i>Former Director</i>	Nil	Nil	Nil	Nil	Nil	Nil	N/A
Dr. Marian Gorecki <i>Former Director</i>	Nil	Nil	Nil	Nil	Nil	Nil	N/A

Notes:

- (1) Options granted to non-consultants pursuant to the Stock Option Plan are exercisable for a period to be determined in each instance by the Board, not exceeding ten years from the date of grant.
- (2) Except as permitted by applicable securities laws and the policies of the TSXV, and as provided otherwise in the Stock Option Plan under the heading "Permitted Assigns", all options granted to Optionees are non-assignable and non-transferable.

Exercise of Stock Options and Other Compensation Securities

During the most recently completed financial year, no director or NEO exercised compensation securities.

External Management Companies

Except as otherwise disclosed, the Company has not been provided with consulting services by external management companies during the financial year ended December 31, 2016.

Employment Agreements

Dr. Saeid Babaei

The Company has entered into an employment agreement with Dr. Saeid Babaei (the "**Babaei Agreement**") which became effective on February 1, 2015. Dr. Saeid Babaei was appointed Chairman of the Board of the Company for an indefinite term. Pursuant to the Babaei Agreement, Dr. Saeid Babaei receives an initial fee of \$10,500 per month (up to \$8,000 of which may be accrued and settled in shares) plus applicable taxes. The initial fee is reviewed annually and may be adjusted upwards by the Board. Approved annual bonuses, a one-time milestone bonus of \$25,000 and additional equity-based bonuses may also be awarded. Dr. Saeid Babaei is entitled, at each issuing of options, to incentive stock options to acquire at least 2% of the Common Shares of the Company in such amounts as approved by the Board.

The Company may terminate the Babaei Agreement for just cause without notice, or without cause on notice and upon payment of fees equal to twelve (12) months in the first year of engagement, eighteen (18) months in the second year of engagement and twenty-four (24) months in the third and subsequent years of engagement, plus the provision of applicable benefits (for up to three months). Stock options granted to Dr. Saeid Babaei vest automatically on the date of termination and remain exercisable until expiry. Dr. Saeid Babaei has no obligation under the Babaei Agreement to mitigate.

Dr. Saeid Babaei may terminate the Babaei Agreement on thirty (30) days' written notice. Options held as at the date of termination which have vested remain exercisable for a period of at least twelve (12) months. Unvested options held as at the date of termination shall be cancelled unless otherwise determined by the Board. In the event of a change of control of the Company, Dr. Saeid Babaei may elect, within ninety (90) days, to terminate the Babaei Agreement. If Dr. Saeid Babaei elects to terminate following a change of control, he will be entitled to compensation as if he had been terminated without cause. A change of control during the term of the Babaei Agreement will trigger the immediate vesting of all incentive stock options held by Dr. Saeid Babaei.

Mr. Gadi Levin

On March 1, 2016, the Company entered into a consulting agreement with Mr. Gadi Levin (the "**Levin Agreement**"). Under the Levin Agreement, Mr. Gadi Levin agreed to serve as acting CFO of the Company for a one (1) year term, renewable upon written agreement. Pursuant to the Levin Agreement, Mr. Gadi Levin receives a fee of \$3,500 per month. Either party may terminate the Levin Agreement for reason of default on fifteen (15) days' written notice (unless the default is cured within that period), or without cause on thirty (30) days' notice. Upon termination, Mr. Gadi Levin is entitled to payment for work performed and accepted.

Mr. Isaac Maresky

The Company has entered into an employment agreement with Mr. Isaac Maresky (the "**Maresky Agreement**") which became effective on February 1, 2015. Mr. Isaac Maresky was appointed executive director of the Company for an indefinite term. Pursuant to the Maresky Agreement, Mr. Isaac Maresky receives an initial fee of \$15,500 per month (up to \$8,000 of which may be accrued and settled in shares) plus applicable taxes. The initial fee is reviewed annually and may be adjusted upwards by the Board. Approved annual bonuses, a one-time milestone bonus of \$25,000 and additional equity-based bonuses may also be awarded. Mr. Isaac Maresky is entitled, at each issuing of options, to incentive stock options to acquire at least 2% of the Common Shares of the Company in such amounts as approved by the Board.

The Company may terminate the Maresky Agreement for just cause without notice, or without cause on notice and upon payment of fees equal to twelve (12) months in the first year of engagement, eighteen (18) months in the second year of engagement and twenty-four (24) months in the third and subsequent years of engagement, plus the provision of applicable benefits (for up to three months). Stock options granted to Mr. Isaac Maresky vest automatically on the date of termination and remain exercisable until expiry. Mr. Isaac Maresky has no obligation under the Maresky Agreement to mitigate.

Mr. Isaac Maresky may terminate the Maresky Agreement on thirty (30) days' written notice. Options held as at the date of termination which have vested remain exercisable for a period of at least twelve (12) months. Unvested options held as at the date of termination shall be cancelled unless otherwise determined by the Board. In the event of a change of control of the Company, Mr. Isaac Maresky may elect, within ninety (90) days, to terminate the Maresky Agreement. If Mr. Isaac Maresky elects to terminate following a change of control, he will be entitled to compensation as if he had been terminated without cause. A change of control during the term of the Maresky Agreement will trigger the immediate vesting of all incentive stock options held by Mr. Isaac Maresky.

Oversight and Description of Director and NEO Compensation

Compensation of Directors

The Company provides a modest cash retainer to its non-executive directors. Executive directors do not receive any cash compensation in their capacity as directors. Long term incentives (stock options) are granted from time to time, based on an existing complement of long term incentives, corporate performance and to be competitive with other companies of similar size and scope.

Compensation of Named Executive Officers

The Company's Compensation Committee (as defined herein) is responsible for, among other things, evaluating the performance of the Company's executive officers, determining or making recommendations to the Board with respect to the compensation of the Company's executive officers, making recommendations to the Board with respect to director compensation, incentive compensation plans and equity-based plans, making recommendations to the Board with respect to the compensation policy for the employees of the Company and ensuring that the Company is in compliance with all legal requirements with respect to compensation disclosure. In performing its duties, the Compensation Committee has the authority to engage such advisors, including executive compensation consultants, as it considers necessary.

Philosophy and Objectives

The compensation program for senior management of the Company is designed to ensure that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining talented, highly-qualified executives;
- (b) motivating the short and long term performances of executives; and
- (c) creating a corporate environment which aligns their interests with those of the shareholders.

The compensation program is designed to provide competitive levels of compensation. The Company recognizes the need to provide a total compensation package that will attract and retain qualified and experienced executives as well as align the compensation level of each executive to that executive's level of responsibility. In general, the Company's NEOs may receive compensation that is comprised of three components: (a) a base salary; (b) bonus compensation; and (c) equity participation through the Company's Stock Option Plan or all such forms of compensation.

Base Salary

In the view of Company, paying base salaries which are competitive in the markets in which the Company operates is a first step to attracting and retaining talented, qualified and effective executives. Competitive salary information on companies earning comparative revenues in a similar industry is compiled from a variety of sources, including surveys conducted by independent consultants and national and international publications.

Bonus Compensation

The Company's primary objective is to achieve certain strategic objectives and milestones. The Company may approve executive bonus compensation dependent upon the Company meeting those strategic objectives and milestones and sufficient cash resources being available for the granting of bonuses. Bonuses paid to the NEOs are allocated on an individual basis. Bonuses are paid to reward work done above the base level of expectations set by the base salary, wages or contractor payments. There were no bonuses paid to any of the NEOs during the most recently completed financial year.

Equity Participation through Stock Option Plan

The Company has, as a part of its long-term incentive, adopted a Stock Option Plan. The Stock Option Plan is designed to encourage share ownership and entrepreneurship on the part of the senior management and other employees. The Compensation Committee believes that the Stock Option Plan aligns the interests of the NEOs with shareholders by linking a component of executive compensation to the longer term performance of the Company's Common Shares.

In monitoring or adjusting the option allotments, the Compensation Committee takes into account the level of options granted for similar levels of responsibility and considers each NEO or employee based on reports received from management, its own observations on individual performance (where possible) and its assessment of individual contribution to shareholder value, previous options grants and the objectives set for the NEOs. The scale of options will generally be commensurate to the appropriate level of base compensation for each level of responsibility.

In addition to determining the number of options to be granted pursuant to the methodology outlined above, the Compensation Committee also makes the following determinations:

- the NEOs and others who are entitled to participate in the Stock Option Plan;
- the exercise price for each stock option granted, subject to the provision that the exercise price cannot be lower than the market price on the date of grant;
- the date on which each option is granted;
- the vesting period, if any, for each stock option; and
- the other material terms and conditions of each stock option grant.

Stock option grants are designed to reward the NEOs for success on a similar basis as the shareholders of the Company, although the level of reward provided by a particular stock option grant is dependent upon the volatility of the stock market.

The Company believes that encouraging its executives and employees to become shareholders is the best way of aligning their interests with those of its shareholders. Equity participation is accomplished through Stock Option Plan. Stock options are granted to senior executives taking into account a number of factors, including the amount and term of options previously granted, base salary and bonuses and competitive factors. Options are generally granted to senior executives which vest immediately.

All of the NEOs are entitled to participate in the Stock Option Plan.

This Oversight and Description of Director and NEO Compensation was completed by the Company's Compensation Committee.

Pension Plan Benefits

The Company does not have a pension plan in place and therefore there were no pension plan benefit awards made to a director or NEO during the financial year ended December 31, 2016.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth certain information pertaining to the Company's equity compensation plan as at the end of the Company's financial year on December 31, 2016:

Plan category	Number of securities to be issued upon exercise of outstanding stock options	Weighted-average exercise price of outstanding stock options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities to be issued upon exercise of outstanding options, warrants and rights)
Equity compensation plans approved by securityholders	315,064	0.47	4,464,794 ⁽¹⁾
Equity compensation plans not approved by securityholders	N/A	N/A	N/A

Note:

- (1) Based on a total of 315,064 options issuable pursuant to the stock option plan, representing 10% of the Company's issued and outstanding share capital of 47,798,578 Common Shares as at December 31, 2016.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No current or former director or executive officer or their respective associates or affiliates, are or have been indebted to the Company or any of its subsidiaries at any time during the last financial year of the Company and no current or former director or executive officer or their respective associates are or have been indebted to an entity at any time during the last financial year of the Company that has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSON IN MATERIAL TRANSACTIONS

As at the date of this Information Circular, except as otherwise disclosed in the Information Circular, to the knowledge of the Board or the management of the Company, there are no material interests, whether direct or indirect, of any informed person of the Company, any proposed director of the Company, or any associate or affiliate of any informed person or proposed director, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

APPOINTMENT OF AUDITOR

Management of the Company intends to nominate MNP LLP, of 300-111 Richmond Street West, Toronto, Ontario M5H 2G4, which has been the auditor of the Company since May 26, 2016 to be reappointed as the Company's auditor.

Forms of proxies given pursuant to this solicitation will, on any poll, be voted as directed and, if there is no direction, FOR the appointment of MNP LLP, as the Company's auditor to hold office for the ensuing year at a remuneration to be fixed by the Board.

MANAGEMENT CONTRACTS

The Company's management functions are not, to any substantial degree, performed by a person or persons other than the directors or executive officers of the Company.

CORPORATE GOVERNANCE DISCLOSURE

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. This disclosure is presented below.

The Board

The Board facilitates its exercise of independent supervision over the Company's management through regular meetings of the Board.

The Board will, assuming the election of management's nominees for appointment to the Board as described in this Information Circular, be comprised of four directors, two of whom are independent for the purposes of NI 58-101.

The Board is currently comprised of four directors: Mr. Gadi Levin, Mr. Isaac Maresky, Dr. Benjamin Chen and Dr. Saeid Babaei. The independent directors of the Company are Dr. Saeid Babaei and Mr. Isaac Maresky. Dr. Saeid Babaei is also the Chairman of the Board.

The Board annually reviews and makes a determination as to the independence of each director in light of all applicable laws, rules, regulations and stock exchange requirements.

Directorships

As of the date hereof, none of the directors of the Company serves on the board of any other reporting issuers, other than as set out below.

Name	Name of reporting issuer	Name of exchange or market	Position	Term
Dr. Saeid Babaei	BriaCell Therapeutics Corp.	TSXV	Director and Chairman	November 25, 2014 to Present
	Lorus Therapeutics Inc.	TSX; OTCBB	VP, Business Development	May 2008 to Feb. 2011
Dr. Benjamin Chen	N/A	N/A	N/A	N/A
Mr. Gadi Levin	Eco (Atlantic) Oil & Gas Ltd.	TSXV	Director	November 25, 2014 to Present
Mr. Isaac Maresky	N/A	N/A	N/A	N/A

The Board of the Company has three committees: the audit committee (the "**Audit Committee**"), the compensation committee (the "**Compensation Committee**") and the nomination committee (the "**Nomination Committee**").

Committee	Member
Compensation	Dr. Saeid Babaei (Chair)
	Mr. Isaac Maresky
Nomination	Dr. Saeid Babaei (Chair)
	Dr. Benjamin Chen
	Mr. Isaac Maresky
Audit	Dr. Saeid Babaei (Chair)
	Mr. Gadi Levin
	Mr. Isaac Maresky

Orientation and Continuing Education

New Board members receive an orientation package which includes reports on operations and results, and public disclosure filings by the Company. Board meetings are sometimes held at the Company's offices and, from time to time, are combined with presentations by the Company's management to give the directors additional insight into the Company's business. In addition, management of the Company makes itself available for discussion with all Board members.

Members of the Board are also encouraged to communicate with management, auditors and technical consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance and to attend related industry seminars and visit the Company's offices. Board members have full access to records.

Ethical Business Conduct

As at the date of this Information Circular, the Board has not adopted a formal written Code of Business Conduct and Ethics. However, the small size of the Board and number of officers and employees allows the Board to monitor on an ongoing basis the activities of management and to ensure that the highest standard of ethical conduct is maintained. The Board views good corporate governance as an integral component to its success and to meet its responsibilities to shareholders. As the Company grows in size and scope, the Board anticipates that it will formulate and implement a formal Code of Business Conduct and Ethics.

Compensation Committee

The Compensation Committee is appointed by the Board to assist in promoting a culture of integrity throughout the Company, to assist the Board in setting director and senior executive compensation, and to develop and submit to the Board recommendations with respect to other employee benefits as the Compensation Committee sees fit. In the performance of its duties, the Compensation Committee is guided by the following principles:

- offering competitive compensation to attract, retain and motivate highly qualified executives in order for the Company to meet its goals; and
- acting in the interests of the Company and the shareholders by being fiscally responsible.

The Board relies on the knowledge and experience of the members of the Compensation Committee to set appropriate levels of compensation for senior officers. Neither the Company nor the Compensation Committee currently has, or has had at any time since incorporation, any contractual arrangement with any executive compensation consultant who has a role in determining or recommending the amount or form of senior officer compensation.

When determining compensation payable, the Compensation Committee considers both external and internal data. External data includes general markets conditions as well as information regarding compensation paid to directors, CEOs and CFOs of companies of similar size and at a similar stage of development in the industry. Internal data includes annual reviews of the performance of the directors, CEO and CFO in light of the Company's corporate objectives and considers other factors that may have impacted the Company's success in achieving its objectives.

The Compensation Committee is currently comprised of the following directors of the Company: Dr. Saeid Babaei (Chair) and Mr. Isaac Maresky.

Nomination Committee

The Company's Nomination Committee considers the Board's size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders. Further, the Nomination Committee assumes responsibility for assessing current members and nominating new members to the Board and ensuring that all Board members are informed of and are aware of their duties and responsibilities as directors.

The Nomination Committee is currently comprised of the following directors of the Company: Dr. Saeid Babaei (Chair), Dr. Benjamin Chen and Mr. Isaac Maresky.

Assessments

No formal policy has been established to monitor the effectiveness of the directors, the Board and its committees.

AUDIT COMMITTEE

Under National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"), the Company is required to provide disclosure with respect to its Audit Committee including the text of the Audit Committee's Charter, composition of the Audit Committee, and the fees paid to the external auditor. The Board adopted an Audit Committee Charter on November 25, 2014. The Company provides the following disclosure with respect to its Audit Committee:

Audit Committee Charter

The text of the Company's Audit Committee Charter is attached to this Information Circular as Schedule "III".

Composition of Audit Committee

The following are the members of the Audit Committee:

Name	Whether Independent ⁽¹⁾	Whether Financially Literate ⁽²⁾
Dr. Saeid Babaei ⁽³⁾	Independent	Financially Literate
Mr. Gadi Levin	Not Independent	Financially Literate
Mr. Isaac Maresky	Independent	Financially Literate

Notes:

- (1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment.
- (2) An individual is financially literate if he has the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.
- (3) Chair of the Audit Committee.

Relevant Education and Experience

The education and experience of each Audit Committee member is disclosed below.

Dr. Saeid Babaei is a biotech executive with over 20 years of corporate finance and product development experience. He is currently Director, President and CEO at AbCelex Technologies Inc., a Canadian biotechnology company specializing in animal health and human diagnostics. At AbCelex Technologies Inc., Dr. Babaei secured Series A financing through a US-based Agribusiness VC as well as Canadian institutional investor. Dr. Babaei has closed over 20 strategic alliances, collaborative agreements and licensing deals. He holds a PhD and an executive MBA, both from the University of Toronto. He has authored over 50 publications including research papers, conference presentations and patents.

Mr. Gadi Levin is an accountant with over 20 years of experience including as CFO of BriaCell Therapeutics Corp., a cancer-immunotherapy biotechnology company listed on the TSXV.

Mr. Levin is also a director of Eco (Atlantic) Oil and Gas Ltd, an oil and gas exploration company listed on the TSXV, and acted as CFO of Labstyle Innovations Ltd, a biotechnology company focused on diabetes. Mr. Levin served as the Vice President of Finance and CFO for two Israeli investment houses in the fields of private equity, hedge funds and real estate (2008 – 2009 and 2010, respectively). Prior to that, Mr. Levin acted as financial consultant to various firms.

Mr. Levin began his career at the accounting firm Arthur Andersen, where he worked in the Cape Town, London, and Tel Aviv offices for nine years. He holds a Bachelor of Commerce degree in Accounting and Information Systems from the University of the Cape Town, South Africa, and a post-graduate degree in Accounting from the University of South Africa. He received his Chartered Accountant designation in South Africa and has an MBA from Bar Ilan University in Israel.

Mr. Isaac Maresky is an investment banker and senior analyst at Sunel Securities Inc. ("Sunel"). At Sunel, Mr. Maresky has focused on identifying and executing unique and attractive opportunities for Sunel and its investors. Previously, Mr. Isaac Maresky worked for Standard Chartered Bank as an investment banking

analyst in their mergers & acquisitions group. The group specialized in advising large public companies on key transactions. Mr. Isaac Maresky focused on analyzing financial information relevant to prospective acquisition candidates, both on a company and asset basis. Mr. Maresky also served on the board of directors and audit committee of BriaCell Therapeutics Corp., a cancer-immunotherapy biotechnology company listed on the TSXV.

Audit Committee Oversight

At no time since the commencement of the Company's financial year ended December 31, 2016 was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Company's financial year ended December 31, 2016 has the Company relied on the exemption in Section 2.4 of NI 52-110 - *De Minimis Non-audit Services*, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of National Instrument 52-110.

Pre-Approval Policies and Procedures

The Audit Committee is authorized by the Board to review the performance of the Company's external auditors and approve in advance provision of services other than auditing and to consider the independence of the external auditors, including a review of the range of services provided in the context of all consulting services bought by the Company. The Audit Committee is authorized to approve in writing any non-audit services or additional work which the Chair of the Audit Committee deems is necessary, and the Chair of the Audit Committee will notify the other members of the Audit Committee of such non-audit or additional work and the reasons for such non-audit work for the Audit Committee's consideration and, if thought fit, approval in writing.

External Audit Service Fees

The following table sets forth the fees paid to MNP LLP by the Company during the financial year ended December 31, 2016:

	Year ended December 31, 2016
Audit Fees ⁽¹⁾	\$30,000
Audit-Related Fees	Nil
Tax Fees ⁽²⁾	\$1,900
All Other Fees ⁽³⁾	\$2,195
Total:	\$32,100

Notes:

- (1) Aggregate fees billed by the auditor (or accrued) for assurance and related services that are reasonably related to the performance of the audit or review of the Company's financial statements.

- (2) Aggregate fees billed by the auditor (or accrued) for professional services rendered for tax compliance, tax advice and tax planning.
- (3) Aggregate fees billed by the auditor (or accrued) and not included above.

Exemption

The Company is a "venture issuer" as defined in NI 52-110 and as such, is exempt from the requirements of Part 3 - *Composition of the Audit Committee* and Part 5 - *Reporting Obligations* of NI 52-110.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found on SEDAR at www.sedar.com under the Company's issuer profile. Additional financial information is provided in the Company's comparative financial statements and Management Discussion & Analysis for the financial year ended December 31, 2016. A copy of this document and other public documents of the Company are available upon request to 4576 Yonge Street, 6th Floor, Toronto, Ontario M2N 6N4.

BOARD APPROVAL

The contents and mailing of this Information Circular have been approved by the Board.

DATED this 28th of April, 2017.

**ON BEHALF OF THE BOARD OF VAXIL
BIO LTD.**

(signed) "Dr. Saeid Babaei"

Dr. Saeid Babaei

Chairman of the Board

SCHEDULE "I"

NOTICE OF CHANGE OF AUDITOR

Pursuant to National Instrument 51-102 (Part 4.11)

TO: Crowe Horwath (Israel)
AND TO: MNP LLP
AND TO: Ontario Securities Commission
Alberta Securities Commission
British Columbia Securities Commission

TAKE NOTICE THAT:

(a) Crowe Horwath (Israel), Certified Public Accountants, the former auditors of Vaxil Bio Ltd. VAXIL BIO LTD. (Canada) (the "Corporation") tendered their resignation effective May 26, 2016, and the directors of the Corporation on May 26, 2016 have appointed MNP LLP, Chartered Accountants, as successor auditors in their place;

(b) the former auditors of the Corporation were asked to resign at the request of the Corporation;

(c) the resignation of Crowe Horwath (Israel), Certified Public Accountants, and the appointment of MNP LLP, Chartered Accountants, in their place have been approved by the board of directors of the Corporation;

(d) Crowe Horwath (Israel), Certified Public Accountants, became auditors of the Corporation on February 29, 2016 at the closing of the Corporation's reverse takeover transaction with Vaxil Bio Ltd. (Israel) ("Vaxil Israel"), now a wholly owned subsidiary of the Corporation. Crowe Horwath (Israel), Certified Public Accountants, have not audited the accounts of the Corporation but did issue audit opinions on the accounts of Vaxil Israel;

(e) there were no modified opinions expressed in the former auditors' reports on any of the financial statements of Vaxil Israel commencing at the beginning of the two most recently completed fiscal years ended on December 31, 2015; however, without qualifying their audit opinion, the former auditors' report dated April 26, 2016 on the consolidated financial statements of Vaxil Israel as of December 31, 2015 and for the year then ended, a copy of which is available under the Corporation's SEDAR profile at www.sedar.com, contained certain emphasis of matters at paragraphs 1-4;

(f) there are no reportable events (as defined in section 4.11 of National Instrument 51-102 *Continuous Disclosure Obligations*).

Dated this 26th day of May, 2016

"Vaxil Bio Ltd." (signed)



Ovadia Pick Kriehli
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www.crowehorwath.co.il

5.26.2016

To
Ontario Securities Commission
Alberta Securities Commission
British Columbia Securities Commission

Dear Sir/Madam

Re: Notice of Change of Auditors of Vaxil Bio Ltd.

We have read the Notice of Vaxil Bio Ltd. dated May 26, 2016 and are in agreement with the statements contained in such Notice.

Crowe Horwath (Israel)
Crowe Horwath (Israel)



May 26, 2016

British Columbia Securities Commission
Alberta Securities Commission
Ontario Securities Commission
TSX Venture Exchange

Dear Sirs/Mesdames,

Re: Vaxil Bio Ltd. - Notice of Change of Auditor (the "Notice")

We hereby advise that we have read the Notice of Change of Auditor of the Corporation dated May 26, 2016 and that we agree with each of the statements contained therein.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours very truly,

A stylized, handwritten signature of 'MNP LLP' in black ink.

Chartered professional Accountants
Licensed Public Accountants
Toronto, Ontario



ACCOUNTING > CONSULTING > TAX
SUITE 300, 111 RICHMOND STREET W, TORONTO ON, M5H 2G4
1.877.251.2922 T: 416.596.1711 F: 416.596.7894 MNP.ca

SCHEDULE "II"

STOCK OPTION INCENTIVE PLAN

VAXIL BIO LTD.

1. PURPOSE

The purpose of this Stock Option Incentive Plan is to provide an incentive to Eligible Persons and/or their Permitted Assigns to acquire an equity interest in the Company, to continue their participation in the affairs of the Company and to increase their efforts on behalf of the Company.

2. DEFINITIONS

In this Plan, the following words have the following meanings:

- (a) "**Associate**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (b) "**Board**" means the Board of Directors of the Company;
- (c) "**Common Shares**" means the common shares of the Company;
- (d) "**Company**" means Vaxil Bio Ltd. and any successor thereto;
- (e) "**Consultant**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (f) "**Consultant Company**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (g) "**Director**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (h) "**Discounted Market Price**" means the Market Price of the Common Shares, less any discount permitted by an Exchange;
- (i) "**Disinterested Shareholder Approval**" means the approval by a majority of votes at a meeting of the shareholders of the Company cast on the resolution by shareholders of the Company (or, if acceptable under applicable securities regulation or law of any applicable governmental or regulatory body (including the applicable policies of an Exchange) by the written consent of a majority of such shareholders) who are not Insiders of the Company that qualify as Eligible Persons under the Plan and Associates of such Insiders and, for so long as the Common Shares are listed on the TSX Venture Exchange, includes holders of non-voting and subordinate voting shares of the Company;
- (j) "**Effective Date**" means the day following the date upon the last of the initial approvals set out in Section 13 of this Plan;
- (k) "**Eligible Person**" means any Director, Employee, or Consultant of the Company or any affiliate of the Company or any Management Company Employee;

- (l) "**Employee**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (m) "**Exchange**" means the TSX Venture Exchange and/or any other stock exchange or stock quotation system on which the Common Shares are listed for trading or otherwise quoted;
- (n) "**Insider**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (o) "**Investor Relations Activities**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (p) "**Management Company Employee**" has the meaning ascribed thereto by the policies of the TSX Venture Exchange;
- (q) "**Market Price**" means, as of any date, the Price of the Common Shares, determined as follows:
 - (i) if the Common Shares are listed on the TSX Venture Exchange, the Market Price shall be the last closing sales price for such shares as quoted on such Exchange for the market trading day immediately prior to the date of grant of the Option;
 - (ii) if the Common Shares are listed on an Exchange other than the TSX Venture Exchange, the market Price shall be the closing sales price of such shares (or the closing bid, if no sales were reported) as quoted on such Exchange for the market trading day immediately prior to the time of determination; and
 - (iii) if the Common Shares are not listed on an Exchange, the Market Price shall be determined in good faith by the Board;
- (r) "**Option**" means the option granted to an Optionee under this Plan and the Option Agreement;
- (s) "**Option Agreement**" means such option agreement or agreements as is approved from time to time by the Board and as is not inconsistent with the terms of this Plan;
- (t) "**Option Date**" means the date of grant of an Option to an Optionee;
- (u) "**Optionee**" means a person to whom an outstanding Option has been granted;
- (v) "**Option Price**" is the price at which the Optionee is entitled pursuant to the Plan and the Option Agreement to acquire Option Shares;
- (w) "**Option Shares**" means, subject to the provisions of Section 8 of this Plan, the Common Shares which the Optionee is entitled to acquire pursuant to this Plan and the applicable Option Agreement;
- (x) "**Permitted Assign**" includes:
 - (i) trustees, custodians or administrators acting on behalf of an Eligible Person;
 - (ii) a holding entity of an Eligible Person;

- (iii) a RRSP or RRIF of an Eligible Person;
- (iv) a spouse of an Eligible Person;
- (v) trustees, custodians or administrators acting on behalf of a spouse of an Eligible Person;
- (vi) a holding entity of a spouse of an Eligible Person; and
- (vii) a RRSP or RRIF of a spouse of an Eligible Person;
- (y) "**Plan**" means this 2014 Stock Option Incentive Plan, as amended from time to time;
- (z) "**Shareholder Approval**" means the approval by a majority of votes at a meeting of the shareholders of the Company cast on the resolution by shareholders of the Company (or, if acceptable under applicable securities regulation or law of any applicable governmental or regulatory body (including the applicable policies of an Exchange) by the written consent of a majority of such shareholders) entitled to attend at and cast a vote on the resolution.

3. INTERPRETATION

In this Plan:

- (a) the division into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan;
- (b) the terms "this Plan", "hereof", "hereunder" and similar expressions refer to this Plan and not to any particular section, paragraph or other portion hereof and include any Plan supplemental hereto;
- (c) unless something in the subject matter or context is inconsistent therewith, references herein to sections and paragraphs are to sections and paragraphs of this Plan;
- (d) words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations;
- (e) unless otherwise specifically provided in this Plan, any reference in this Plan to any law, by-law, rule, regulation, policy, order, act or statute of any government, governmental body, Exchange or other regulatory body shall be construed as a reference to those as amended or re-enacted from time to time or as a reference to any successor to those; and
- (f) when reference is made to an Eligible Person, or specifically to a Director, Employee, Consultant and/or Management Company Employee, such terms are deemed to include any Permitted Assign of such person or persons, unless the context requires otherwise.

This Plan and any Option Agreement related hereto shall be exclusively governed by and interpreted in accordance with the laws from time to time in force in British Columbia and the federal laws of Canada applicable thereto.

4. ADMINISTRATION

The Plan shall be administered by the Board, and subject to the rules of the TSX Venture Exchange and/or any other Exchange from time to time and except as provided for herein, the Board shall have full authority to:

- (a) determine and designate from time to time those Eligible Persons or their Permitted Assigns to whom Options are to be granted and the number of Option Shares to be optioned to each such Eligible Person or their Permitted Assigns;
- (b) determine the time or times when, and the manner in which, each Option shall be exercisable and the duration of the exercise period;
- (c) determine from time to time the Option Price, provided such determination is not inconsistent with this Plan; and
- (d) interpret the Plan and to make such rules and regulations and establish such procedures as it deems appropriate for the administration of the Plan, taking into consideration the recommendations of management.

5. OPTIONEES

Optionees must be Eligible Persons who, by the nature of their jobs or their participation in the affairs of the Company, in the opinion of the Board, are in a position to contribute to the success of the Company, or a Permitted Assign thereof.

6. EFFECTIVENESS AND TERMINATION OF PLAN

The Plan shall be effective as of the Effective Date and shall terminate on the earlier of:

- (a) the date which is ten years from the Effective Date; and
- (b) such earlier date as the Board may determine.

Any Option outstanding under the Plan at the time of termination of the Plan shall remain in effect in accordance with the terms and conditions of the Plan and the Option Agreement.

7. THE OPTION SHARES

The aggregate number of Option Shares reserved for issuance under the Plan and Common Shares reserved for issuance under any other share compensation arrangement granted or made available by the Company from time to time may not exceed, in aggregate, 10% of the Company's Common Shares issued and outstanding at the time of grant.

8. GRANTS, TERMS AND CONDITIONS OF OPTIONS

Options may be granted by the Board at any time and from time to time prior to the termination of the Plan. Options granted pursuant to the Plan shall be contained in an Option Agreement and, except as hereinafter provided, shall be subject to the following terms and conditions:

(a) Option Price

The Option Price shall be determined by the Board, provided that such price shall not be lower than the Discounted Market Price of the Option Shares on the date of grant of the Option.

(b) Duration and Exercise of Options

Except as otherwise provided elsewhere in this Plan, the Options shall be exercisable for a period to be determined in each instance by the Board, not exceeding ten years from the Option Date. The Options must be exercised in accordance with this Plan and the Option Agreement.

Except as contemplated in (c) below, no Option may be exercised by an Optionee who was an Eligible Person at the time of grant of such Option unless the Optionee shall have been an Eligible Person continuously since the Option Date. Absence on leave, with the approval of the Company, shall not be considered an interruption of employment for the purpose of the Plan. Notwithstanding anything else contained herein, each Eligible Person shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Company shall bear no liability in connection with the payment of such taxes. If the Company is required under the *Income Tax Act* (Canada) or any other applicable law to make source deductions in respect of employee stock option benefits and to remit to the applicable governmental authority an amount on account of tax on the value of the taxable benefit associated with the issuance of Option Shares on exercise of Options, then the Optionee shall:

- (i) pay to the Company, in addition to the exercise price for the Options, sufficient cash as is reasonably determined by the Company to be the amount necessary to permit the required tax remittance;
- (ii) authorize the Company, on behalf of the Optionee, to sell in the market on such terms and at such time or times as the Company determines a portion of the Common Shares being issued upon exercise of the Options to realize cash proceeds to be used to satisfy the required tax remittance; or
- (iii) make other arrangements acceptable to the Company to fund the required tax remittance.

(c) Termination

All rights to exercise Options shall terminate upon the earliest of:

- (i) the expiration date of the Option;
- (ii) the date on which the Optionee ceases to be an Eligible Person by reason of termination of the Eligible Person as an Employee, Consultant of the Company for cause (which, in the case of a Consultant, includes any breach of an agreement between the Company and the Consultant or the Consultant Company), or termination, for any reason, of a Management Company Employee by a person providing management services to the Company;

- (iii) any date determined by the Board, acting reasonably, within a maximum of twelve (12) months from the date the Optionee ceases to be an Eligible Person by reason of termination of the Eligible Person as an Employee or Consultant of the Company other than for cause; or
- (iv) if any Option is exercisable by the heirs or administrators of an Optionee who ceases to be an Eligible Person by reason of the Eligible Person's death, the first anniversary of the date of death of the Eligible Person.

(d) Re-issuance of Options

Options which are cancelled or expire prior to exercise may be re-issued under the Plan without Shareholder Approval.

(e) Transferability of Option

Options are non-transferable and non-assignable.

(f) Other Terms and Conditions

The Option Agreement may contain such other provisions as the Board deems appropriate, provided such provisions are not inconsistent with the Plan and the requirements of an Exchange.

In addition, for as long as the Common Shares of the Company are listed on the TSX Venture Exchange, the Company shall comply with the following requirements:

- (i) Options to acquire more than 2% of the issued Common Shares of the Company, calculated on the date of grant, may not be granted to any one Consultant in any twelve (12) month period;
- (ii) Options to acquire more than 2% of the issued Common Shares of the Company, calculated on the date of grant, may not be granted to any or all persons conducting Investor Relations Activities in any twelve (12) month period;
- (iii) Options issued to Consultants conducting Investor Relations Activities must vest in stages over twelve (12) months with no more than one-quarter ($\frac{1}{4}$) of the Options vesting in any three month period;
- (iv) the approval of the Disinterested Shareholders shall be obtained:
 - (A) if Common Shares reserved for issuance upon the exercise of Options granted to Insiders pursuant to this Plan and any previously established and outstanding stock option plans or grants of the Company, exceed 10% of the issued Common Shares of the Company at the time of such the grant;
 - (B) if Options are granted to any one Optionee to acquire more than 5% of the issued and outstanding Common Shares of the Company at the time of such the grant in any twelve (12) month period;

- (C) if Options are granted to Insiders to acquire more than 10% of the issued and outstanding Common Shares of the Company at the time of such the grant in any twelve (12) month period;
- (D) any decrease of the Option Price of Options granted to Insiders pursuant to this Plan or any previously established and outstanding stock option plans or grants of the Company; and
- (v) for Options granted to Employees, Consultants or Management Company Employees of the Company, the Company will represent that the Optionee is a bona fide Employee, Consultant or Management Company Employee of the Company, as the case may be.

9. ADJUSTMENT OF AND CHANGES IN THE OPTION SHARES

- (a) If the Option Shares, as presently constituted, are changed into or exchanged for a different number or kind of shares or other securities of the Company or of another Company (whether by reason of merger, consolidation, amalgamation, recapitalization, reclassification, split, reverse split, combination of shares, or otherwise) or if the number of such Option Shares are increased through the payment of a stock dividend, then there shall be substituted for or added to each Option Share subject to or which may become subject to an Option under this Plan, the number and kind of shares or other securities into which each outstanding Option Share is so changed, or for which each such Option Share is exchanged, or to which each such Option Share is entitled, as the case may be. Outstanding Options under the Option Agreements shall also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events. In the event that there is any other change in the number or kind of the outstanding Option Shares or of any shares or other securities into which such Option Shares are changed, or for which they have been exchanged, then, if the Board shall, in its sole discretion, determine that such change equitably requires an adjustment in any Option theretofore granted or which may be granted under the Plan, such adjustment shall be made in accordance with such determination. Subject to the requirements of an Exchange, any such amendment shall be effective upon receipt of Board approval of it, and the approval of any of the shareholders of the Company or any Optionee is not required to give effect to such amendment.
- (b) Fractional shares resulting from any adjustment in Options pursuant to this Section 9 will be cancelled. Notice of any adjustment shall be given by the Company to each holder of an Option which has been so adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all purposes of the Plan.

10. PAYMENT

Subject as hereinafter provided, the full purchase price for each of the Option Shares shall be paid by cash, bank draft, certified cheque or electronic transfer of immediately available funds in favour of the Company upon exercise thereof. An Optionee shall have none of the rights of a shareholder in respect of the Option Shares until the Option Shares are issued to such Optionee as fully paid.

11. SECURITIES LAW REQUIREMENTS

No Option shall be exercisable in whole or in part, nor shall the Company be obligated to issue any Option Shares pursuant to the exercise of any such Option, if such exercise and issuance would, in the opinion of

counsel for the Company, constitute a breach of any applicable laws from time to time, or the rules from time to time of the Exchange. Each Option shall be subject to the further requirement that if at any time the Board determines that the listing or qualification of the Option Shares under any securities legislation or other applicable law, or the consent or approval of any governmental or other regulatory body (including the Exchange), is necessary as a condition of, or in connection with, the issue of the Option Shares hereunder, such Option may not be exercised in whole or in part unless such listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Board.

12. AMENDMENT OF THE PLAN OR OPTIONS

- (a) The Board may, subject to the requirements of any applicable securities regulation or law of any applicable governmental or regulatory body (including the applicable policies of an Exchange), amend, suspend or terminate the Plan or any portion thereof or any outstanding Options or Option Agreements related thereto, at any time, including:
- (i) an increase the aggregate number of Shares which may be issued under the Plan;
 - (ii) materially modifying the requirements as to the eligibility for participation in the Plan which would have the potential of broadening or increasing Insider participation;
 - (iii) the addition of any form of financial assistance or any amendment to a financial assistance provision which is more favourable to participants under the Plan;
 - (iv) the addition of a cashless exercise feature, payable in cash or securities, which does not provide for a full deduction of the number of underlying securities from the Plan reserve; or
 - (v) materially increasing the benefits accruing to participants under the Plan;

provided that if required by applicable securities regulation or law of any applicable governmental or regulatory body (including the applicable policies of an Exchange) the Board shall obtain within twelve (12) months either before or after the Board's adoption of a resolution authorizing such amendment, suspension or termination, Shareholder Approval, and, where required, approval of Disinterested Shareholder Approval.

However, notwithstanding the foregoing, the Board may amend the terms of the Plan to comply with the requirements of any applicable regulatory authority without obtaining Shareholder Approval, including:

- (vi) amendments of a housekeeping nature to the Plan;
- (vii) a change to the vesting provisions of a security or the Plan;
- (viii) a change to the termination provisions of a security or the Plan which does not entail an extension beyond the original expiry date; or
- (ix) the addition of a cashless exercise feature, payable in cash or securities, which provides for a full deduction of the number of underlying securities from the Plan reserve.

- (b) If required by any Exchange on which Common Shares or any Option Shares are at any time to be listed or quoted, to the extent that there are any Options which are outstanding and unexercised at the time of such application for such listing or quotation, the Option Price, the aggregate number of Option Shares, the exercise period, and any other relevant terms of such Options and the Option Agreements related thereto, shall be amended in accordance with the requirements of the applicable rules and policies of any Exchange on which such Common Shares or Option Shares are listed and quoted and any Exchange for which listing or quotation of such Common Shares or Option Shares has been applied for). Subject to the requirements of an Exchange, any such amendment shall be effective upon receipt of Board approval of it, and the approval of any shareholders of the Company or Optionee is not required to give effect to such amendment.
- (c) The Board shall have the power, in the event of:
 - (i) any disposition of substantially all of the assets of the Company, dissolution or any merger, amalgamation or consolidation of the Company, with or into any other Company, or the merger, amalgamation or consolidation of any other Company with or into the Company; or
 - (ii) any acquisition pursuant to a public tender offer of a majority of the then issued and outstanding Common Shares;

but subject to applicable securities regulation or law of any applicable governmental or regulatory body (including the applicable rule and policies of an Exchange), to amend any outstanding Options to permit the exercise of all such Options prior to the effectiveness of any such transaction, and to terminate such Options as of such effectiveness in the case of transactions referred to in subsection (i) above, and as of the effectiveness of such tender offer or such later date as the Board may determine in the case of any transaction described in subsection (ii) above. If the Board exercises such power, all Options then outstanding and subject to such requirements shall be deemed to have been amended to permit the exercise thereof in whole or in part by the Optionee at any time or from time to time as determined by the Board prior to the effectiveness of such transaction, and such Options shall also be deemed to have terminated as provided above.

13. APPROVAL & RATIFICATION

If required by applicable securities regulation or law of any applicable governmental or regulatory body (including the applicable policies of an Exchange), this Plan is initially subject to:

- (a) the approval of the Board;
- (b) the approval or acceptance of any Exchange;
- (c) Shareholder Approval; and
- (d) if applicable, Disinterested Shareholder Approval.

Thereafter, if required by applicable securities regulation or law of any applicable governmental or regulatory body (including the applicable policies of an Exchange), this Plan shall be subject to the annual approval or acceptance of any Exchange and Shareholder Approval obtained any at each annual meeting of

the shareholders of the Company. Any Options granted prior to such approvals are conditional upon such approvals being given, and no such Options may be exercised unless and until such approvals are given.

SCHEDULE "III"

VAXIL'S AUDIT COMMITTEE CHARTER

The Audit Committee is appointed by the Board and comprised of a minimum of three members, the majority of whom are independent. In defining the role and responsibilities of the Audit Committee, the Board of Directors has created a mandate under which the Audit Committee is to operate.

1. Purpose

- 1.1 The Audit Committee is ultimately responsible for the policies and practices relating to integrity of financial and regulatory reporting, as well as internal controls to achieve the objectives of safeguarding of corporate assets; reliability of information; and compliance with policies and laws. Within this mandate, the Audit Committee's role is to:
 - (a) support the Board of Directors in meeting its responsibilities to shareholders;
 - (b) enhance the independence of the external auditor;
 - (c) facilitate effective communications between management and the external auditor and provide a link between the external auditor and the Board of Directors;
 - (d) increase the credibility and objectivity of the Company's financial reports and public disclosure.
- 1.2 The Audit Committee will make recommendations to the Board of Directors regarding items relating to financial and regulatory reporting and the system of internal controls following the execution of the Committee's responsibilities as described herein.
- 1.3 The Audit Committee will undertake those specific duties and responsibilities listed below and such other duties as the Board of Directors from time to time prescribe.

2. Membership

- 2.1 Each member of the Audit Committee must be a director of the Company.
- 2.2 The Audit Committee will consist of at least three members, all of whom have the ability to read and understand financial statements that present a breadth and level of complexity of accounting issues that can reasonably be expected to be raised by the Company's financial reports, and the majority are independent based upon the tests for independence set forth in Multilateral Instrument 52-110.
- 2.3 The members of the Audit Committee will be appointed annually by and will serve at the discretion of the Board of Directors.

3. Authority

- 3.1 In addition to all authority required to carry out the duties and responsibilities included in this charter, the Audit Committee has specific authority to:
 - (a) engage, and set and pay the compensation for, independent counsel and other advisors as it determines necessary to carry out its duties and responsibilities;

- (b) communicate directly with management and any internal auditor, and with the external auditor without management involvement; and
- (c) approve interim financial statements and interim MD&A on behalf of the Board of Directors.

4. Duties and Responsibilities

4.1 The duties and responsibilities of the Audit Committee include:

- (a) recommending to the Board of Directors the external auditor to be nominated by the Board of Directors;
- (b) recommending to the Board of Directors the compensation of the external auditor;
- (c) reviewing the external auditor's audit plan, fee schedule and any related services proposals;
- (d) overseeing the work of the external auditor and resolving disagreement between Management and the Auditor;
- (e) ensuring that the external auditor is in good standing with the Canadian Public Accountability Board and will enquire if there are any sanctions imposed by the CPAB on the external auditor;
- (f) ensuring that the external auditor meets the rotation requirements for partners and staff on the Company's audits;
- (g) reviewing and discussing with management and the external auditor the annual audited financial statements, including discussion of material transactions with related parties, accounting policies, as well as the external auditor's written communications to the Committee and to management;
- (h) reviewing the external auditor's report, audit results and financial statements prior to approval by the Board of Directors;
- (i) reporting on and recommending to the Board of Directors the annual financial statements and the external auditor's report on those financial statements, prior to Board approval and dissemination of financial statements to shareholders and the public;
- (j) reviewing financial statements, MD&A and annual and interim earnings press releases prior to public disclosure of this information;
- (k) ensuring adequate procedures are in place for review of all public disclosure of financial information by the Company, prior to its dissemination to the public;
- (l) overseeing the adequacy of the Company's system of internal accounting controls and internal audit process obtaining from the external auditor summaries and recommendations for improvement of such internal accounting controls;
- (m) ensuring the integrity of disclosure controls and internal controls over financial reporting;

- (n) resolving disputes between management and the external auditor regarding financial reporting;
 - (o) 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 practices relating thereto; and
 - (ii) the confidential, anonymous submission by employees of the Company or concerns regarding questionable accounting or auditing matters;
 - (p) 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;
 - (q) pre-approving all non-audit services to be provided to the Company or any subsidiaries by the Company's external auditor;
 - (r) overseeing compliance with regulatory authority requirements for disclosure of external auditor services and Audit Committee activities.
- 4.2 The Audit Committee will report, at least annually, to the Board regarding the Committee's examinations and recommendations.

5. Meetings

- 5.1 The quorum for a meeting of the Audit Committee is a majority of the members of the Committee who are not officers or employees of the Company or of an affiliate of the Company.
- 5.2 The members of the Audit Committee must elect a chair from among their number and may determine their own procedures.
- 5.3 The Audit Committee may establish its own schedule that it will provide to the Board of Directors in advance.
- 5.4 The external auditor is entitled to receive reasonable notice of every meeting of the Audit Committee and to attend and be heard thereat.
- 5.5 A member of the Audit Committee or the external auditor may call a meeting of the Audit Committee.
- 5.6 The Audit Committee will meet separately with the President and separately with the Chief Financial Officer of the Company at least annually to review the financial affairs of the Company.
- 5.7 The Audit Committee will meet with the external auditor of the Company at least once each year, at such time(s) as it deems appropriate, to review the external auditor's examination and report.
- 5.8 The chair of the Audit Committee must convene a meeting of the Audit Committee at the request of the external auditor, to consider any matter that the auditor believes should be brought to the attention of the Board of Directors or the shareholders.

6. Reports

- 6.1 The Audit Committee will record its recommendations to the Board in written form which will be incorporated as a part of the minutes of the Board of Directors' meeting at which those recommendations are presented.

7. Minutes

- 7.1 The Audit Committee will maintain written minutes of its meetings, which minutes will be filed with the minutes of the meetings of the Board of Directors.

