

**EASTWOOD BIO-MEDICAL CANADA INC.**  
(the “Company”)

**Form 51-102F6V**

**STATEMENT OF EXECUTIVE COMPENSATION**  
(for the financial year ended October 31, 2023)

The following information is provided in accordance with National Instrument Form 51-102F6V – *Statement of Executive Compensation - Venture Issuers*. In this Statement of Executive Compensation, references to the “Company” refer to Eastwood Bio-Medical Canada Inc. All monetary amounts herein are expressed in Canadian Dollars (“\$”) unless otherwise stated.

For the purposes set out below, a “Named Executive Officer” or “NEO” means each of the following individuals:

- (a) the chief executive officer of the Company (“CEO”) or each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer, including an individual performing functions similar to a chief executive officer;
- (b) the chief financial officer of the Company (“CFO”) or each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer, including an individual performing functions similar to a chief financial officer;
- (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 for that financial year, as determined in accordance with subsection 1.3(5) of Form 51-102F6V; and
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year.

As at the end of the Company’s most recently completed financial year ended October 31, 2023, the Company had two NEOs, whose names and positions held within the Company are set out in the summary compensation table below.

**Director and Named Executive Officer Compensation**

The following table is a summary of compensation (excluding compensation securities) paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company to each NEO and director for services provided and for services to be provided, directly or indirectly, to the Company, for each of the Company’s two most recently completed financial years ended October 31, 2023 and October 31, 2022.

Table of compensation excluding compensation securities							
Name and position	Year Ended	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Dr. Youngsoo Kim CEO and Director	2023	\$31,253	Nil	Nil	Nil	Nil	\$31,253
	2022	\$28,960	Nil	Nil	Nil	Nil	\$28,960
Yunji Kim <sup>(1)(2)</sup> President, CFO, Corporate Secretary and Director	2023	\$36,074	Nil	Nil	Nil	Nil	\$36,074
	2022	\$40,755	Nil	Nil	Nil	Nil	\$40,755
Ian Mallman Director	2023	\$4,000	Nil	Nil	Nil	Nil	\$4,000
	2022	\$3,800	Nil	Nil	Nil	Nil	\$3,800
Marcus Kuypers Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil
Terrance Owen Director	2023	Nil	Nil	Nil	Nil	Nil	Nil
	2022	Nil	Nil	Nil	Nil	Nil	Nil

**Notes:**

- Pursuant to a Management and Administrative Services Agreement between the Company and Eastwood Bio-Medical Research Inc. (“EBMR”) dated December 12, 2012, as amended June 1, 2014 and September 7, 2018 (the “**Management Agreement**”), the Company pays EBMR an annual fee of \$215,050 for management and general administrative services. Fees paid by the Company pursuant to the Management Agreement are not paid to Ms. Kim in her capacity as an officer or as a director of the Company. Ms. Kim has been the President of the Company since April 4, 2013, Corporate Secretary of the Company since June 25, 2013 and the CFO since September 1, 2020.
- Pursuant to an Amended & Restated Distribution and Licensing Agreement between the Company and EBMR made effective as of November 1, 2012 and amended June 1, 2014 (the “**Distribution Agreement**”), the Company purchases Eleotin® products from EBMR at a pre-agreed purchase based on the Company’s gross revenues (calculated without the deduction of any taxes or expenses). Fees paid by the Company pursuant to the Distribution Agreement are not paid to Ms. Kim in her capacity as an officer or as a director of the Company.

**Stock Options and Other Compensation Securities**

The Company has not granted or issued any compensation securities to any directors or NEOs of the Company since its incorporation, for services provided or to be provided, directly or indirectly, to the Company.

**Stock Option Plans and Other Incentive Plans**

The Company’s stock option plan (the “**Plan**”) was previously approved by the shareholders of the Company (the “**Shareholders**”) at the annual general meeting of the Shareholders held on June 30, 2023. The Plan is required to be approved at the next annual general meeting of the Shareholders.

The purpose of the Plan is to provide incentive to employees, directors, officers, management companies and consultants who provide services to the Company and reduce the cash compensation the Company would otherwise have to pay.

The following summary of the material terms of the Plan does not purport to be complete and is qualified in its entirety by reference to the Plan. Shareholders may obtain a copy of the Plan from the Company on written request.

1. Eligible Participants. Options may be granted under the Plan to directors and senior officers of the Company or its subsidiaries, management company employees (collectively, the “**Directors**”), employees of the Company or its subsidiaries (collectively, the “**Employees**”) or consultants of the Company or its subsidiaries (collectively, the “**Consultants**”). The Board, in its discretion, determines which of the Directors, Employees or Consultants will be awarded Options under the Plan.
2. Number of Shares Reserved. The number of Common Shares which may be issued pursuant to options granted under the Plan may not exceed 10% of the issued and outstanding Common Shares at the date of granting of Options. Options that are exercised, cancelled or expire prior to exercise continue to be issuable under the Plan.
3. Limitations. Under the Plan, the aggregate number of options granted to any one person (including companies wholly-owned by that person) in a 12-month period must not exceed 5% of the issued and outstanding Common Shares of the Company, calculated on the date the Option is granted. The aggregate number of Options granted to any one Consultant in a 12-month period must not exceed 2% of the issued and outstanding Common Shares of the Company, calculated at the date the option is granted. The aggregate number of Options granted to all persons retained to provide investor relations services to the Company (including Consultants and Employees or Directors whose role and duties primarily consist of providing investor relations services) must not exceed 2% of the issued and outstanding Common Shares of the Company in any 12 month period, calculated at the date an Option is granted to any such person. Disinterested shareholder approval will be required for any grant of options which will result in the number of options granted to Insiders (as defined in the *Securities Act* (British Columbia)) as a group at any point in time or within a 12 month period exceeding 10% of the issued and outstanding Common Shares of the Company.
4. Exercise Price. The exercise price of Options granted under the Plan is determined by the Board, provided that it is not less than the discounted market price, as that term is defined in the Exchange’s Corporate Finance policy manual or such other minimum price as is permitted by the Exchange in accordance with the policies in effect at the time of the grant, or, if the Common Shares are no longer listed on the Exchange, then such other exchange or quotation system on which the Common Shares are listed or quoted for trading. The exercise price of Options granted to Insiders may not be decreased without disinterested Shareholder approval at the time of the proposed amendment.
5. Term of Options. Subject to the termination and change of control provisions noted below, the term of any options granted under the Plan is determined by the Board and may not exceed ten (10) years from the date of grant. Disinterested Shareholder approval will be required for any extension to stock options granted to individuals that are Insiders at the time of the proposed amendment.
6. Vesting. All Options granted pursuant to the Plan will be subject to such vesting requirements as may be prescribed by the Exchange, if applicable, or as may be imposed by the Board. Options issued to persons retained to provide Investor Relations Activities must vest in stages over 12 months with no more than one-quarter of the options vesting in any three month period.
7. Termination. Any Options granted pursuant to the Plan will terminate upon the earliest of:
  - (e) the end of the term of the option;
  - (f) on the date the holder ceases to be eligible to hold the option (the “**Cessation Date**”), if the Cessation Date is as a result of dismissal for cause;
  - (g) one year from the date of death or disability, if the Cessation Date is as a result of death or disability;
  - (h) 90 days from the Cessation Date, if the Cessation Date is as a result of a reason other than death, disability or cause;
  - (i) on such other date as fixed by the Board, provided that the date is no more than one year from the Cessation Date, if the Cessation Date is as a result of a reason other than death, disability or cause; or

- (j) 30 days from the Cessation Date, if the optionee was engaged in investor relations activities.

Adjustments. Any adjustment to Options granted or issued (except in relation to a consolidation or share split) will be subject to the prior acceptance of the Exchange.

Disinterested Shareholder approval will be sought in respect of any material amendment to the Plan.

### **Employment, Consulting and Management Agreements**

The Company does not have any agreement or arrangement under which compensation was provided during the Company's most recently completed financial year ended October 31, 2023 or is payable in respect of services provided to the Company that were performed by a director or NEO, or performed by any other party but are services typically provided by a director or a NEO.

### **Oversight and Description of Director and Named Executive Officer Compensation**

The objective of the Company's compensation program is to compensate the executive officers for their services to the Company at a level that is both in line with the Company's fiscal resources and competitive with companies at a similar stage of development.

The Company compensates its executive officers based on their skill and experience levels and the existing stage of development of the Company. Executive officers are rewarded on the basis of the skill and level of responsibility involved in their position, the individual's experience and qualifications, the Company's resources, industry practice, and regulatory guidelines regarding executive compensation levels.

The Board has implemented three levels of compensation to align the interests of the executive officers with those of the Shareholders. First, executive officers may be paid a monthly consulting fee or salary. Second, the Board may award executive officers long term incentives in the form of stock options. Finally, and only in special circumstances, the Board may award cash or share bonuses for exceptional performance that results in a significant increase in shareholder value. The Company does not provide medical, dental, pension or other benefits to the executive officers.

The base compensation of the executive officers is reviewed and set annually by the Board. The CEO has substantial input in setting annual compensation levels. The CEO is directly responsible for the financial resources and operations of the Company. In addition, the CEO and the Board from time to time determine the stock option grants to be made pursuant to the Company's Stock Option Plan. Previous grants of stock options are taken into account when considering new grants. The Board awards bonuses at its sole discretion. The Board does not have pre-existing performance criteria or objectives.

Compensation for the Company's most recently completed financial year should not be considered an indicator of expected compensation levels in future periods. All compensation is subject to and dependent on the Company's financial resources and prospects.

Due to the Company's early stage of development and limited financial resources, the Board is of the opinion that it will not need to consider the implications of the risks associated with the Company's compensation policies and practices.

NEOs and directors will not be permitted to purchase financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director.

### **Pension Plan Benefits**

The Company does not have in place any pension plans that provide for payments or benefits at, following, or in connection with retirement.

**ADDITIONAL INFORMATION**

Additional information relating to the Company is available on the System for Electronic Document Analysis and Retrieval + (SEDAR+) website at [www.sedarplus.ca](http://www.sedarplus.ca).

DATED this 22<sup>nd</sup> day of April, 2024.

**BY ORDER OF THE BOARD OF DIRECTORS**

*“Yunji Kim”*

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Yunji Kim  
President