



HLS Therapeutics®

HLS THERAPEUTICS INC.

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

TO BE HELD ON JUNE 18, 2021

AND

MANAGEMENT INFORMATION CIRCULAR

Dated: May 18, 2021

CONTENTS

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS.....	i
MANAGEMENT INFORMATION CIRCULAR.....	2
ATTENDING THE MEETING.....	2
HOW TO VOTE YOUR SHARES	3
REGISTERING A PROXYHOLDER.....	5
PROXYHOLDER MATTERS	6
RECORD DATE AND QUORUM	6
VOTING SECURITIES AND PRINCIPAL HOLDERS.....	7
FINANCIAL STATEMENTS	7
ELECTION OF DIRECTORS.....	7
REAPPOINTMENT OF AUDITOR	17
APPROVAL OF AMENDMENTS TO THE STOCK OPTION PLAN AND UNALLOCATED OPTIONS	18
STATEMENT OF GOVERNANCE PRACTICES.....	20
STATEMENT OF EXECUTIVE COMPENSATION	24
INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS	38
AUDIT COMMITTEE INFORMATION	38
INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS	39
ADDITIONAL INFORMATION.....	39
APPROVAL OF THE DIRECTORS	39
ANNEX A BOARD MANDATE.....	A-1
ANNEX B STOCK OPTION PLAN.....	B-1



HLS Therapeutics®

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual meeting (the “**Meeting**”) of the holders (“**Shareholders**”) of common shares (“**Common Shares**”) of HLS Therapeutics Inc. (the “**Company**”) is scheduled to be held on Friday June 18, 2021 at 10:00 a.m. (Toronto time) in a virtual format via live webcast available online using <https://virtual-meetings.tsxtrust.com/1154> for the following purposes:

- (a) to receive the audited consolidated financial statements of the Company as at and for the year ended December 31, 2020 together with the auditor’s report thereon;
- (b) to elect directors of the Company for the ensuing year;
- (c) to reappoint the auditor of the Company for the ensuing year and authorize the directors of the Company to fix such auditor’s remuneration;
- (d) to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving certain amendments to the Company’s stock option plan, as more particularly described in the accompanying management information circular (the “**Circular**”), and approving the unallocated options thereunder; and
- (e) to transact such other business as may properly be brought before the Meeting or any adjournment(s) thereof.

The accompanying Circular provides additional information relating to the matters to be dealt with at the Meeting. The directors of the Company have fixed May 14, 2021 as the record date for determining those Shareholders entitled to receive notice of and vote at the Meeting.

The Company has been carefully monitoring the outbreak of COVID-19. To address the ongoing public health impact of COVID-19 and mitigate risks to the health and safety of the Company’s communities, shareholders, employees and other stakeholders, the Company will be conducting the Meeting in a virtual only format via live audio webcast available online using <https://virtual-meetings.tsxtrust.com/1154>. Registered Shareholders and duly appointed proxyholders will be able to attend, submit questions and vote at the virtual Meeting. The Company hopes that hosting a virtual meeting helps enable greater participation by Shareholders by allowing Shareholders that might not otherwise be able to travel to a physical meeting to attend online, while minimizing the health risks that are associated with large gatherings.

A registered Shareholder may attend the Meeting virtually or may be represented by proxy. If you are a registered Shareholder (i.e., you hold a physical certificate representing your Common Shares in your name), whether or not you plan to attend the Meeting, we encourage you to exercise your right to vote by dating, signing and returning the accompanying form of proxy to TSX Trust Company. To be valid, completed proxy forms must be dated, completed, signed and deposited with TSX Trust Company (i) by mail using the enclosed return envelope or one addressed to TSX Trust Company, 301 - 100 Adelaide Street West, Toronto, ON, M5H 4H1, Canada (Attention: Proxy Department), (ii) by hand delivery to TSX Trust Company, 301 – 100 Adelaide Street West, Toronto, ON, M5H 4H1, Canada, (iii) by facsimile at (416) 595-9593, or (iv) through the internet at www.voteproxonline.com, in each case no later than 10:00 a.m. (Toronto time) on June 16, 2021 or, if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in Toronto, Ontario) before any adjournment or postponement of the Meeting.

A non-registered Shareholder may attend the Meeting and vote virtually by duly appointing themselves as proxyholder or may attend the Meeting (but may not vote) as a guest. If you are a non-registered Shareholder and have received these materials from your broker or another intermediary, please complete and return the voting instruction form or other authorization form provided to you by your broker or intermediary in accordance with the instructions provided. Failure to do so may result in your Common Shares not being eligible to be voted at the Meeting.

Dated at Toronto, Ontario, this 18th day of May, 2021.

BY ORDER OF THE BOARD OF DIRECTORS OF HLS THERAPEUTICS INC.

“Ryan C. Lennox”

RYAN C. LENNOX

Corporate Secretary and Senior Vice President, Legal, HR and Compliance

MANAGEMENT INFORMATION CIRCULAR

This management information circular (the “Circular”) is furnished in connection with the solicitation of proxies for use at the annual meeting (the “Meeting”) of the holders (the “Shareholders”) of common shares (“Common Shares”) of HLS Therapeutics Inc. (“HLS” or the “Company”) to be held on June 18, 2021 and any adjournment(s) thereof for the purposes set forth in the Notice of Meeting.

The management of HLS is soliciting the proxies of Shareholders for use at the Meeting. It is expected that the solicitation will be primarily by mail, but proxies may also be solicited by telephone, or other personal contact, by regular employees of the Company, without special compensation. The Company may also engage a third party to provide proxy solicitation services on behalf of management in connection with the solicitation of proxies for the Meeting. The costs of solicitation will be borne by the Company.

The Company presents its consolidated financial statements in United States dollars. In this Circular, all references to “US\$” and “\$” are to United States dollars and all references to “C\$” are to Canadian dollars.

On March 12, 2018, HLS Therapeutics Inc. (“Former HLS”) and Automodular Corporation (“AMD”) amalgamated by way of a plan of arrangement (the “Arrangement”) in accordance with Section 183 of the *Business Corporations Act* (Ontario). The Arrangement constituted a reverse takeover of AMD by Former HLS under the policies of the TSX Venture Exchange (the “TSXV”). In this Circular, *you* and *your* refer to the Shareholders of HLS. *We, us, our*, the Company and HLS each refer to HLS Therapeutics Inc. and/or to Former HLS, as the context requires.

The information contained in this Circular is provided as at May 17, 2021, except where otherwise indicated.

ATTENDING THE MEETING

Virtual Only Format

The Company has been carefully monitoring the outbreak of COVID-19. To address the ongoing public health impact of COVID-19 and mitigate risks to the health and safety of the Company’s communities, Shareholders, employees and other stakeholders, the Company will be holding the Meeting in a virtual only format which will be conducted via live audio webcast available online using <https://virtual-meetings.tsxtrust.com/1154>. The Company hopes that hosting a virtual meeting helps enable greater participation by Shareholders by allowing Shareholders that might not otherwise be able to travel to a physical meeting to attend online, while minimizing the health risk that are associated with large gatherings.

A summary of the information Shareholders will need to attend the online Meeting is provided below.

Participation by Registered Shareholders and Duly Appointed Proxyholders

Registered Shareholders and duly appointed proxyholders will be able to attend, submit questions and vote at the Meeting. Attendees can login to the Meeting as follows:

- Go to <https://virtual-meetings.tsxtrust.com/1154> at least 15 minutes prior to the start of the Meeting to login. The latest versions of Chrome, Safari, Microsoft Edge or Firefox will be needed.
- Click on “*I have a control number*”
 - Registered shareholders will need to enter the 12-digit control number located on their form of proxy and the password “**hls2021**” (case sensitive)
 - Duly appointed proxyholders will need to enter the control number assigned by TSX Trust Company by email following the proxy voting deadline and the password “**hls2021**” (case sensitive) (see “*Registering a Proxyholder*” below)

It is important that registered Shareholders and duly appointed proxyholders eligible to vote at the Meeting are connected to the internet at all times during the Meeting in order to vote when balloting commences. It is the responsibility of each registered Shareholder and duly appointed proxyholder to ensure connectivity for the duration of the Meeting.

Participation by Non-Registered Shareholders

Non-registered (or beneficial) Shareholders who have not duly appointed themselves as proxyholder to vote at the Meeting but who wish to attend the Meeting virtually will only be able to attend as a guest by going to <https://virtual->

meetings.tsxtrust.com/1154 at least 15 minutes prior to the start of the Meeting, clicking on “I am a guest”. Such non-registered Shareholders will be able to listen to the Meeting but will not be able to vote or submit questions.

HOW TO VOTE YOUR SHARES

How to Vote if you are a Registered Shareholder

You are a registered Shareholder if your name appears on a share certificate representing your Common Shares or if you are registered as the holder of your Common Shares in book-entry form. In either case, your name will be shown on the list of Shareholders kept by Computershare Investor Services Inc. (“**Computershare**”), the registrar and transfer agent of the Company.

If you are not sure whether you are a registered Shareholder, please contact Computershare at 514-982-7555 or at 1-800-564-6253 (toll free in Canada and the United States) or by e-mail at service@computershare.com.

Voting by Proxy

Voting by proxy is the easiest way to vote. Voting by proxy means that you are giving the person or people named on your proxy form (the “**Proxyholder**”) the authority to vote your Common Shares for you at the Meeting or any adjournment. If you are a registered Shareholder, you will receive a form of proxy from TSX Trust Company with this Circular.

If you are a registered Shareholder you may vote by submitting your proxy before 10:00 a.m. (Toronto time) on June 16, 2021 or, if the Meeting is adjourned or postponed, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in Toronto, Ontario) before any adjournment or postponement of the Meeting, in any of the following ways:

By Internet	By Mail	By Fax	By Appointing Another Person to Attend and Vote at the Meeting
Go to www.voteproxyonline.com (you will require your 12-digit control number found on the form of proxy)	Complete, sign and date the form of proxy and return it in the envelope provided or otherwise to: TSX Trust Company, 301 - 100 Adelaide Street West, Toronto, ON, M5H 4H1, Canada (Attention: Proxy Department)	Complete, sign and date the form of proxy and fax it to: (416) 595-9593	Insert the name of the person or company you are appointing in the blank space provided in the enclosed form of proxy. Complete your voting instructions, date and sign the form of proxy and return it to TSX Trust Company using one of the methods outlined here. The person does not have to be a Shareholder but please ensure that he or she knows that you have appointed them and they are available to attend the Meeting on your behalf. Registered Shareholders who wish to appoint a third-party proxyholder to represent them at the Meeting must follow the instructions set out under “Registering a Proxyholder” in order to register such proxyholder with TSX Trust Company in advance of the Meeting. Registering your proxyholder is an additional step to be completed AFTER you have submitted your form of proxy. Failure to register the proxyholder will result in the proxyholder not receiving a control number that is required to participate in and vote at the Meeting.

Voting at the Meeting

A registered Shareholder that wishes to vote his, her or its Common Shares personally at the Meeting does not need to complete and return the form of proxy. To vote online during the Meeting:

- Log in at <https://virtual-meetings.tsxtrust.com/1154> at least 15 minutes before the Meeting starts;

- Click on “*I have a control number*”;
- Enter your 12-digit control number;
- Enter the password: “**hls2021**” (case sensitive); and
- Vote when polls are open.

If you attend the Meeting, it is important that you are connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting. You should allow ample time to log in to the Meeting online and complete the related procedures.

How to Change your Vote/Revoke your Proxy if you are a Registered Shareholder

If you are a registered Shareholder and you have submitted a proxy, you may revoke a vote you made by proxy:

- by voting again on the internet before 10:00 a.m. (Toronto time) on June 16, 2021;
- by completing a proxy that is dated later than the proxy form you are changing, and sending it to TSX Trust Company so that it is received before 10:00 a.m. (Toronto time) on June 16, 2021;
- by sending a notice in writing from you or your authorized attorney (or, if the Shareholder is a corporation, by a duly authorized officer) revoking your proxy to Ryan Lennox, the Corporate Secretary and Senior Vice President, Legal, HR and Compliance of HLS, at the registered office of the Company, located at 10 Carlson Court, Suite 701, Etobicoke, Ontario, M9W 6L2, so that it is received before 10:00 a.m. (Toronto time) on June 16, 2021;
- by giving a notice in writing from you or your authorized attorney (or, if the Shareholder is a corporation, by a duly authorized officer) revoking your proxy to the chair of the Meeting, at the Meeting or any adjournment; or
- in any other manner permitted by law.

If a registered Shareholder who has submitted a proxy attends the Meeting and votes via webcast, any votes cast by such Shareholder on a ballot will be counted and the submitted form of proxy will be revoked and disregarded.

How to Vote if you are a Non-Registered Shareholder

Information set forth in this section is very important to persons who hold Common Shares otherwise than in their own names. You are a non-registered (or beneficial) Shareholder if your broker or another intermediary (your “**Nominee**”) holds your Common Shares for you. If you are a non-registered Shareholder, HLS will not have any record of your ownership and so the only way that you can vote your Common Shares is by instructing your Nominee. Your Nominee is required to ask for your voting instructions before the Meeting.

Voting by Proxy

In most cases, you will receive a voting instruction form from your Nominee that allows you to provide your voting instructions by telephone, on the internet or by mail. You should complete the voting instruction form and sign and return it in accordance with the directions on that form. **Every Nominee has its own mailing procedures and its own return instructions, which should be carefully followed by non-Registered Shareholders in order to ensure that their Common Shares are voted at the Meeting.** Please contact your Nominee if you did not receive a voting instruction form or a proxy form.

In accordance with the Canadian Securities Administrators’ National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), the Company is distributing copies of materials related to the Meeting to Nominees for distribution to non-registered Shareholders and such Nominees are to forward the materials related to the Meeting to each non-registered Shareholder (unless the non-registered Shareholder has declined to receive such materials). Such Nominees often use a service company (such as Broadridge Investor Communication Solutions in Canada (“**Broadridge**”)) to permit the non-registered Shareholder to direct the voting of the Common Shares held by the Nominee, on behalf of the non-registered Shareholder. The Company is paying Broadridge to deliver, on behalf of the Nominees, a copy of the materials related to the Meeting to each “objecting beneficial owner” and each “non-objecting beneficial owner” (as such terms are defined in NI 54-101).

Voting at the Meeting

Although non-registered Shareholders may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of their Nominee, a non-registered Shareholder may virtually attend the Meeting as proxyholder for the registered shareholder and vote their Shares in that capacity. Non-registered Shareholders who wish to virtually attend the Meeting and vote their own Shares as proxyholder for the registered holder should enter their own names in the blank space on the voting instruction form provided to them and return the same to their Nominee in accordance with the instructions provided by such Nominee well in advance of the Meeting and follow the instructions set out under “*Registering a Proxyholder*” for registering themselves as a proxyholder with TSX Trust Company in advance of the Meeting. Registering yourself as proxyholder is an additional step to be completed AFTER you have submitted your voting instruction form. If you fail to register yourself as proxyholder you will not receive a control number that is required to participate in and vote at the Meeting.

Non-registered Shareholders who have appointed themselves as proxyholders and received a control number to join the Meeting, must follow the steps outlined below:

- Log in at <https://virtual-meetings.tsxtrust.com/1154> at least 15 minutes before the Meeting starts;
- Click on “*I have a control number*”;
- Enter your control number;
- Enter the password: “**hls2021**” (case sensitive); and
- Vote when polls are open.

If you have appointed yourself as a proxyholder to vote your Shares at the Meeting, it is important that you are connected to the internet at all times during the Meeting in order to vote when balloting commences. It is your responsibility to ensure connectivity for the duration of the Meeting. You should allow ample time to log in to the Meeting online and complete the related procedures.

How to Change Your Vote if you are a Non-Registered Shareholder

A non-registered Shareholder may revoke previously-given voting instructions by contacting his or her Nominee and complying with any applicable requirements imposed by such Nominee. A Nominee may not be able to revoke voting instructions if it receives insufficient notice of revocation.

REGISTERING A PROXYHOLDER

Shareholders who wish to appoint a third-party proxyholder to represent them at the Meeting, including non-registered Shareholders who wish to appoint themselves as proxyholder to attend and vote at the Meeting, must submit their form of proxy or voting instruction form, as applicable, prior to registering a proxyholder. Registering a proxyholder is an additional step Shareholders will need to complete after submitting a form of proxy or voting instruction form. **Failure to register a proxyholder will result in the proxyholder not receiving a control number to participate in the Meeting.** To register a proxyholder, Shareholders must complete the form to request a control number found at the following website: <https://tsxtrust.com/resource/en/75> and return the form according to the instructions included on the form via email to: TSXTrustProxyVoting@tmx.com not later than 10:00a.m. (Toronto time) on June 16, 2021, or if the Meeting is adjourned or postponed, not less 48 hours, excluding Saturdays, Sundays and holidays, prior to such adjourned or postponed Meeting, and provide TSX Trust Company with their proxyholder’s contact information so that TSX Trust Company may provide the proxyholder with a control number via email. Without a control number proxyholders will not be able to participate online at the Meeting.

PROXYHOLDER MATTERS

Completing the Form of Proxy

You can choose to vote “**FOR**” or “**WITHHOLD**” your vote in respect of the following resolutions:

- the election of each person nominated as a director of the Company (each, a “**Director**”); and
- the reappointment of the auditor for the ensuing year and the authorization of the Directors to fix the auditor’s remuneration.

You can choose to vote “**FOR**” or “**AGAINST**” the ordinary resolution, the full text of which is set out under the heading “*Approval of Amendments to Stock Option Plan and Unallocated Options*” of the Circular (the “**Option Plan Resolution**”), approving certain amendments to the Company’s Stock Option Plan (the “Stock Option Plan”) and approving the unallocated options thereunder.

The Common Shares represented by proxy will be voted or withheld from voting in accordance with your instructions on any ballot that may be called and if you specify a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly.

If you are an individual, you or your authorized attorney must sign the proxy form. If you are a corporation or other legal entity, an authorized officer or attorney must sign the proxy form. A proxy form signed by a person acting as attorney or in some other representative capacity (including a representative of a corporate Shareholder) should indicate that person’s capacity (following their signature) and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has previously been filed with HLS).

If you need help completing your proxy form, please contact TSX Trust Company at 416 342-1091 or at 1 866 600-5869 (toll free in Canada and the United States) or by email tmxeinvestorservices@tmx.com

How Proxyholders Will Vote

When you sign the proxy form, you authorize William Wells, the Executive Chairman, or Ryan Lennox, the Corporate Secretary and Senior Vice President, Legal, HR and Compliance, to vote your Common Shares for you at the Meeting according to your instructions. **If you return your proxy form and do not tell us how you want to vote your Common Shares, your Common Shares will be voted:**

- **FOR electing each of the individuals nominated as a Director who are listed in this Circular;**
- **FOR reappointing Ernst & Young LLP as auditor and authorizing the Directors to fix the auditor’s remuneration; and**
- **FOR the approval of the Option Plan Resolution.**

Your Proxyholder will also be entitled to vote your Common Shares as he or she sees fit in respect of amendments to matters identified in the Notice of Meeting and on any other item of business that may properly come before the Meeting or any adjournment(s) thereof. At the date of this Circular, the Directors and management of the Company are not aware that any such amendments or other matters are to be submitted to the Meeting.

Shareholders Can Choose any Person or Company as their Proxyholder

You have the right to appoint a person other than the persons designated in the proxy form to represent you at the Meeting. Such right may be exercised by inserting the name of the person or company in the blank space provided in the enclosed form of proxy or by completing another form of proxy. **If you do not specify how you want your Common Shares voted, your Proxyholder will vote your Common Shares as he or she sees fit on any matter that may properly come before the Meeting.**

RECORD DATE AND QUORUM

The board of directors of the Company (the “**Board**” or the “**Board of Directors**”) has fixed May 14, 2021 as the record date (the “**Record Date**”) for the purpose of determining which Shareholders are entitled to receive the Notice of Meeting and vote at the Meeting or any adjournment(s) thereof, either in person or by proxy. No person acquiring Common Shares after that date shall, in respect of such Common Shares, be entitled to receive the Notice of Meeting and vote at the Meeting or any adjournment(s) thereof.

A quorum for the transaction of business at the Meeting or any adjournment(s) thereof (other than an adjournment for lack of quorum) shall be two persons present and each entitled to vote at the Meeting who, together, hold or represent by proxy not less than 15% of the votes attaching to the outstanding Common Shares entitled to vote at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS

HLS is authorized to issue an unlimited number of Common Shares. As of May 17, 2021, the Company had 31,996,140 outstanding Common Shares, each carrying the right to one vote at the Meeting.

As of May 17, 2021, the only persons or companies who, to the knowledge of the Company, its Directors or executive officers, based on publicly available information, beneficially own, or control or direct, directly or indirectly, voting securities carrying 10% or more of the outstanding Common Shares are as follows:

Name and Municipality of Residence of Principal Shareholder	Common Shares Owned	
	Number	Percentage (undiluted)
Stadium Capital Management, LLC (New Canaan, Connecticut, USA)	5,964,842	18.65%
Athyrium Opportunities II Co-Invest 1 LP (Cayman Islands)	4,351,782	13.60%

FINANCIAL STATEMENTS

The audited consolidated financial statements of HLS as at and for the year ended December 31, 2020, together with the auditors' reports thereon, have been sent to Shareholders who have requested that they receive a copy. These financial statements are also available on the Company's profile on the SEDAR website at www.sedar.com.

ELECTION OF DIRECTORS

The articles of the Company provide for a minimum of three and a maximum of ten Directors. The Board has the authority to set the number of Directors, such number presently being fixed at ten. Each of the ten individuals listed below is being recommended for election as a Director, as the term of office for each current Director expires at the close of the Meeting. If elected, they will hold office until the close of the next annual meeting of Shareholders or until their successors are elected or appointed, unless such office is earlier vacated in accordance with the Company's by-laws. Other than Mr. John Welborn and Ms. Norma Beauchamp, all of the proposed nominees are currently Directors.

It is the intention of the individuals named in the enclosed form of proxy to vote FOR the election of each of the individuals listed below under the heading "Nominees for Election to the Board" as Directors, to hold office until the close of the next annual meeting of Shareholders or until their successors are duly elected or appointed, unless specifically instructed in the proxy to withhold such vote. Management of the Company does not contemplate that any of the nominees will be unable or unwilling to serve as a Director; however, if such event should occur prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote in their discretion for other nominees.

Advance Notice Provisions

The Company's by-laws provide for advance notice of nominations of Directors ("**Advance Notice Provisions**") in circumstances where nominations of persons for election to the Board are made by Shareholders other than by or at the direction or request of one or more Shareholders pursuant to a proposal or a requisition of the Shareholders made in accordance with applicable law.

To be an eligible Shareholder for making nominations under the Advance Notice Provisions, the nominating Shareholder must (a) comply with the notice procedures set forth in the Advance Notice Provisions, as outlined below, and (b) at the close of business on the date of the giving of the applicable notice and on the record date for notice of the applicable Shareholder meeting, be entered in the Company's register as a holder of one or more Common Shares carrying the right to vote at such meeting or beneficially own Common Shares that are entitled to be voted at such meeting.

The Advance Notice Provisions fix deadlines by which an eligible Shareholder must notify the Company of nominations of individuals for election to the Board as follows: such notice must be provided to the Corporate Secretary of the Company (a) in the case of an annual meeting, not less than 30 days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date (the "**Notice Date**") that is the earlier of the date that a notice of meeting is filed for such meeting and the date on which the first public announcement of the date of such meeting was made, notice may be given not later than the close of business on the tenth day following the Notice Date; and (b) in the case of a special meeting (which is not also an annual general meeting) of Shareholders called for

the purpose of electing Directors (whether or not called for other purposes), not later than the close of business on the fifteenth day following the Notice Date. The Advance Notice Provisions also stipulate that certain information about any proposed nominee and the nominating Shareholder be included in such a notice in order for it to be valid.

The Advance Notice Provisions are intended to: (a) facilitate orderly and efficient annual general or, where the need arises, special meetings; (b) ensure that all Shareholders receive adequate notice of Board nominations and sufficient information with respect to all nominees; and (c) allow Shareholders to register an informed vote.

A copy of the Company’s by-laws is available on the Company’s website at www.hlstherapeutics.com and on its profile on the SEDAR website at www.sedar.com.

Nominees for Election to the Board

The following tables set forth profiles of the ten individuals who are nominated for election as Directors, including the positions and offices with the Company now held by each nominee, the present principal occupation or employment of each nominee, the business experience over the last five years of each nominee, the period during which each nominee has served as a Director and the number of securities of the Company (Common Shares and options to purchase Common Shares (“Options”)) beneficially owned, or controlled or directed, directly or indirectly, by each nominee as at the date of this Circular. The information as to Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly, by each nominee has been furnished by the respective proposed nominees individually.

On December 21, 2020, the Company and Stadium Capital Management, LLC, which together with its affiliates owned as of May 17, 2021 approximately 18.65% of the outstanding Common Shares, entered into a nomination agreement (the “Nomination Agreement”). Under the terms of the Nomination Agreement, the Company agreed to nominate Mr. Welborn for election at the Meeting. See “Voting Securities and Principal Holders”.

The information set forth below in respect of the period during which Messrs. Wells, Gubitz, Lanthier and Bastien have served as a Director includes the period such individuals served as directors of Former HLS.

The Board has determined that seven of the ten individuals nominated for election as a Director at the Meeting are independent. The only Directors who are not independent are Messrs. Wells and Godin due to the executive position that each holds at HLS, and Mr. Gubitz, because he served as the Chief Executive Officer of HLS until October 1, 2020. All of the members of each of the Audit Committee and the Compensation and Governance Committee (“C&G Committee”) are independent Directors. For more information about the Company’s independence standards and assessment, see the section of this Circular entitled “Statement of Governance Practices – Director Independence”. For information on the compensation paid to non-management Directors, see the section of this Circular entitled “Election of Directors – Directors’ Compensation”. In addition, a description of the role of the Board is included in the section of this Circular entitled “Statement of Governance Practices – Board Mandate” and a copy of the Mandate of the Board of Directors (the “Board Mandate”) is attached as Annex A to this Circular.

WILLIAM WELLS Royal Westmoreland, St. James, Barbados Director since: June 5, 2014 Age: 60	William Wells is the Executive Chairman of HLS. Mr. Wells is the former Chief Executive Officer and director of Biovail Corporation and former Chairman of Valeant Pharmaceutical International, Inc. Mr. Wells is a seasoned business executive with extensive experience managing complex global businesses. He has been involved in three successful turnaround efforts of major public companies and led the turnaround of Biovail, first as Lead Director of the board of directors and then as Chief Executive Officer. Mr. Wells holds a Bachelor of Arts degree from the University of Western Ontario and a Masters in International Business Studies from the University of South Carolina. Mr. Wells currently serves on the board of privately held Neuronasal Inc.	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board	Executive Chairman of HLS since June 2014; Chairman of Evizone Limited since November 2009
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)	Options (#)	
942,250	410,064	

GILBERT GODIN Haverford, Pennsylvania, USA Director since: October 1, 2020 Age: 62	Gilbert Godin has been the Chief Executive Officer of HLS since October 2020. Previously, he served as President and Chief Operating Officer of HLS from April 2014. Mr Godin was CEO of Duchesnay USA from 2011 to 2014. From 2006 to 2010, he was Executive Vice-President and Chief Operating Officer of Biovail Corporation, prior to which Mr. Godin held executive roles for MDS, Schering Plough and L'Oreal in Canada, Europe and in the United States. Mr Godin has had successful tenures managing, integrating and growing complex global organizations spanning across 42 countries. Mr. Godin holds a Bachelor of Mechanical Engineering from Sherbrooke University a Masters in Business Administration from the John Molson School of Business.	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board	CEO of HLS since October 2020; President and COO of HLS from April 2014 to October 2020
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)		Options (#)
920,000		519,246

GREG GUBITZ Caledon, Ontario, Canada Director since: June 5, 2014 Age: 63	Greg Gubitz is a corporate director. He served as the Chief Executive Officer of HLS from June 2014 to October 2020. Mr. Gubitz is the former Senior Vice President, Corporate Development and General Counsel of Biovail. Mr. Gubitz is a seasoned executive and business lawyer with significant transaction, investment and operating experience. Mr. Gubitz is a non-practicing lawyer in the Law Society of Ontario and holds a Bachelor of Arts degree and an LLB from McGill University.	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board	Corporate Director since November 2020; Chief Executive Officer of HLS from June 2014 to October 2020; Chief Executive Officer of Grosvenor Ventures since 2007
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)		Options (#)
400,000		502,996

J. SPENCER LANTHIER Toronto, Ontario, Canada Director since: August 10, 2015 Age: 80	J. Spencer Lanthier is an independent Director and the Lead Director of HLS. Mr. Lanthier served as the Chair of the board of directors of Ellis-Don Inc. and has also previously served as a director of, among other companies, the following publicly-listed companies: TMX Group Inc., Torstar Corporation, Biovail Corporation and Rona Inc. Mr. Lanthier is a former Chairman and Chief Executive Officer of KPMG Canada and served as the Lead Director of the Bank of Canada. Mr. Lanthier is also the Founding Chair of the 30% Club Canada. Mr. Lanthier is a Chartered Professional Accountant, Chartered Accountant and holds a honorary Doctor of Laws degree from the University of Toronto.	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board (Lead Director) Audit Committee C&G Committee	Corporate Director
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
	Common Shares (#)	Options (#)
	0	94,004

YVON BASTIEN Sutton, Québec, Canada Director since: August 10, 2015 Age: 73	Yvon Bastien is an independent Director of HLS. Mr. Bastien has extensive experience as an executive in the pharmaceutical industry. He was the Chief Executive Officer of Sanofi Canada and Jouveinal Canada and has held executive positions with, among other companies, Ciba Geigy (Switzerland), Laboratories Debat (France), Ely Lilly, IMS Canada and Delta Healthcare. He has previously served as the Chair of the board of directors of Telesta Therapeutics Inc., Helix BioPharma Corp., Trillium Health Care Products Inc., the St. Bernard Soap Company, Enobia Pharma Corp. and PainCeptor Pharma Corporation.	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board C&G Committee (Chair)	Corporate Director
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
	Common Shares (#)	Options (#)
	0	86,674

RODNEY HILL Toronto, Ontario, Canada Director since: March 12, 2018 Age: 53	Rodney Hill is an independent Director of HLS. Mr. Hill has extensive experience in business management, risk management, finance and accounting. He is currently the Chief Risk Officer of Ontario Municipal Employees Retirement System Administration Corporation (“OMERS”) which has approximately C\$100 billion of net assets under management. Mr. Hill joined OMERS in 2011 as EVP & Chief Auditor and moved to his current position in 2015. Prior to joining OMERS, Mr. Hill spent over 20 years working at PricewaterhouseCoopers and the last 10 years as a Partner specializing in auditing complex public and private companies in a variety of sectors including pharmaceuticals. Mr. Hill holds an Honours degree in Accounting with Computing from University of Kent at Canterbury. He is an Associate of the Institute of Chartered Accountants in England and Wales (ACA-UK) and a Chartered Professional Accountant (CPA, CA) in Canada.	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board Audit Committee (Chair)	Chief Risk Officer of OMERS since November 2015
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)	Options (#)	
0	30,254	

DON DEGOLYER Chatham, New Jersey, USA Director since: March 12, 2018 Age: 59	Don DeGolyer is an independent Director of HLS. Mr. DeGolyer has over 30 years of pharmaceutical experience building and leading top tier performing organizations. Mr. DeGolyer was previously the Founder of Vertice Pharma, and currently serves as a member of its board of directors. He was previously the Chief Operating Officer of Endo Pharmaceuticals where he built one of the fastest growing Specialty Pharmaceuticals businesses. He also served as President & Chief Executive Officer of Sandoz North America as it became the second largest generics company in the world. Mr. DeGolyer began his career at Pfizer, Johnson & Johnson and then Novartis, progressing through various roles of increasing responsibility. Mr. DeGolyer holds a Bachelor of Arts from the University of Rochester and a Master of Business Administration from Fairleigh Dickinson University. Mr. DeGolyer currently serves on the board of Tyme Technologies, Inc. (NASDAQ: TYME).	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board C&G Committee	Corporate Director. Chief Executive Officer of Vertice Pharma from November 2015 to 2020.
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)	Options (#)	
0	30,254	

LAURA BREGE Portola Valley, California, USA Director since: March 21, 2019 Age: 63	<p>Laura Brege is an independent Director of HLS. Ms. Brege has extensive experience in the life sciences industry, as both an executive and a board member. Ms. Brege is Advisor to biotechnology companies since 2015; Managing Director of Cervantes Life Science Partners, LLC from 2015-2017; President, CEO and Board Member of Nodality, Inc. from 2012 to 2015. Ms. Brege holds a B.A. from Ohio University and an M.B.A. from the University of Chicago.</p> <p>Ms. Brege currently serves on the boards of Acadia Pharmaceuticals Inc. (NASDAQ: ACAD), Pacira BioSciences, Inc. (NASDAQ: PCRX), and Mirum Pharmaceuticals, Inc. (NASDAQ: MIRM).</p>	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
	Board Audit Committee	Advisor to biotechnology companies since 2015; Managing Director of Cervantes Life Science Partners, LLC from 2015 to 2017
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)	Options (#)	
0	21,695	

JOHN WELBORN Teluride, Colorado, USA Age: 44	<p>John Welborn currently serves as Managing Director, Co-Chief Investment Officer for Stadium Capital Management, LLC, an investment advisory firm. Mr. Welborn joined Stadium in 2000 as an Associate. From 1998 to 2000, Mr. Welborn was a Financial Analyst at The Beacon Group, LLC, a principal investment and advisory firm that is now part of J.P. Morgan Chase & Co. At Beacon, Mr. Welborn was a member of the Mergers & Acquisitions Group, focusing on financial services companies and the Liquid Investments Committee.</p> <p>Mr. Welborn earned a B.S. degree in Commerce, with concentrations in Finance and Accounting, from the McIntire School of Commerce at the University of Virginia in 1998. Mr. Welborn has served on the boards of Intermountain Community Bancorp, Panhandle State Bank, Inc., and Ascena Retail Group, Inc. He has also served as a board observer at West Coast Bancorp.</p>	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
		Managing Director, Co-Chief Investment Officer for Stadium Capital Management, LLC
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)	Options (#)	
0 ⁽¹⁾	0	

Notes:

- (1) Mr. Welborn reports that he does not own or exercise control or direction over, directly or indirectly, the 5,964,842 Common Shares that are controlled or directed by Stadium Capital Management, LLC

NORMA BEAUCHAMP Toronto, Ontario, Canada Age: 58	Ms. Beauchamp is a corporate director with over 30 years of health care experience in corporate and non-profit organizations, including executive positions at Bayer Healthcare (Canada and Global) and Sanofi Canada. Most recently, she served as the President and CEO of Cystic Fibrosis Canada (2014 to 2017). Ms. Beauchamp currently serves on the boards of directors of Aurora Cannabis Inc. (TSX: ACB) (“Aurora”), as Chair of its Nominating and Corporate Governance Committee and a member of its Human Resources and Compensation Committee, Extendicare Inc. (TSX:EXE), as a member of the Investment Committee and the Quality and Risk Committee, and Dialogue Health Technologies Inc. (TSX:CARE), a leading telehealth service. Formerly, Ms. Beauchamp served on the boards of directors of Acerus Pharmaceuticals Corporation (TSX: ASP), Quest PharmaTech Inc. (TSXV:QPT) and, prior to its acquisition by Aurora, MedReleaf Corp. Ms. Beauchamp gives back to her community and serves as a member of the National Research Council of Canada and on the respective boards of the Ontario Caregiver Organization and ALS Canada. She is a Regional Ambassador with Women Get on Board where she connects with women aspiring to serve on boards. Ms. Beauchamp has completed the University of Toronto’s Rotman School of Management Directors Education Program (ICD.D), and holds a Bachelor of Business Administration in Marketing from Bishop’s University.	
	Board/Committee Membership	Principal Occupation(s) (for the past 5 years)
		Corporate Director, President and CEO of Cystic Fibrosis Canada from 2014 to 2017
Common Shares and Options beneficially owned, or controlled or directed, directly or indirectly		
Common Shares (#)	Options (#)	
500	0	

Board and Committee Meetings Held and Attendance of Directors

Each Director is expected to attend all meetings of the Board and any committee of which he or she is a member.

The chart below illustrates the number of Board meetings held during the year ended December 31, 2020 and the meeting attendance for each Director.

Directors	Board of Directors	Audit Committee	C&G Committee
William Wells	9 of 9	n/a	n/a
Greg Gubitz	9 of 9	n/a	n/a
J. Spencer Lanthier	9 of 9	5 of 5	7 of 7
Yvon Bastien	9 of 9	n/a	7 of 7
Rodney Hill	9 of 9	5 of 5	n/a
Don DeGolyer	9 of 9	n/a	7 of 7
Laura Brege	9 of 9	5 of 5	n/a
Gilbert Godin ⁽¹⁾	3 of 3 ⁽¹⁾	n/a	n/a

Notes:

(1) Mr. Godin became a Director effective October 1, 2020.

Majority Voting Policy

HLS has adopted a majority voting policy. Pursuant to the policy, Shareholders vote for the election of individual Directors at each annual meeting of Shareholders, rather than for a fixed slate of Directors. Further, in an uncontested election of Directors at an applicable meeting of Shareholders, any nominee for Director who does not receive a greater number of votes “for” his or her election than votes “withheld” from such election (a “**Majority Withhold Vote**”) shall promptly tender his or her resignation to the Chair of the Board (the “**Chair**”) following the applicable meeting of Shareholders. A Director who tenders his or her resignation under this policy may not participate in any portion of a meeting of the C&G Committee or the Board at which the resignation is considered. However, such Director shall remain active and engaged in all other C&G Committee activities, deliberations and decisions during this C&G Committee process. The C&G Committee will promptly consider such tendered resignation and recommend to the Board the action to be taken with respect to such tendered resignation. The recommendation of the C&G Committee may be to accept or reject the resignation on such basis as the C&G Committee determines appropriate, provided that the C&G Committee shall recommend the acceptance of the resignation if there are no exceptional circumstances present that would support rejection of the resignation. In any event, the resignation will be accepted or rejected within 90 days of the applicable meeting of Shareholders. The Board must promptly disclose its decision, including reasons for its decision, via press release. The Company shall provide a copy of such press release to the Toronto Stock Exchange (“**TSX**”).

If the Board determines not to accept the resignation, the press release must fully state the reasons for that decision. In making its recommendation to the Board, the C&G Committee is authorized to consider all factors it deems relevant to the best interests of the Company, including without limitation: (i) any stated reasons why Shareholders withheld their vote with respect to the subject director; (ii) what the C&G Committee believes to be the underlying reasons for the Majority Withhold Vote, including whether these reasons relate to the incumbent director’s performance as a director, whether these reasons relate to the Company or another corporation, and whether these reasons are curable and alternatives for effecting any cure; (iii) the other policies of the Company; (iv) the overall composition of the Board, including whether accepting the resignation would cause the Company to fail to meet the requirements of any applicable corporate or securities laws and the rules of the TSX; and (v) whether the resignation of the director could result in the triggering of change in control or similar provisions under any contract by which the Company is bound and, if so, the potential impact thereof. If a resignation is accepted, the Board may leave the resultant vacancy in the Board unfilled until the next annual meeting of Shareholders, fill the vacancy through the appointment of a director whom the Board considers to merit the confidence of HLS’s Shareholders, reduce the size of the Board, or call a special meeting of the Shareholders to consider the election of a nominee recommended by the Board to fill the vacant position.

Interlocking Directorships

The Board does not set a formal limit on the number of interlocking board memberships. The C&G Committee reviews director interlocks as part of its annual evaluation of director independence. As of the date hereof, there are no public company board interlocks among the nominated Directors.

Cease Trade Orders

To the knowledge of the Company, no proposed Director (nor any personal holding company of any such individual) is, as of the date of this Circular, or was within ten years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company), that: (i) was subject to a cease trade order (including a management cease trade order), an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days (collectively, an “**Order**”), that was issued while the individual was acting in the capacity as a director, chief executive officer or chief financial officer; or (ii) was subject to an Order that was issued after the individual ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that individual was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies

Except as otherwise disclosed herein, to the knowledge of the Company, no proposed Director (nor any personal holding company of any such individual): (i) is, as of the date of this Circular, or has been within the ten years before the date of this Circular, a director or executive officer of any company (including the Company) that, while that individual was acting in that capacity, or within a year of that individual 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; or (ii) has, within the ten years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets. John Welborn was a director of Ascena Retail Group, Inc. in July 2020 when it filed for Chapter 11 bankruptcy protection.

Penalties or Sanctions

To the knowledge of the Company, no proposed Director (nor any personal holding company of any such individual) has been subject to: (i) 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 (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable Shareholder in deciding whether to vote for the proposed Director.

Directors' Compensation

Director compensation is set by the Board on recommendation of the C&G Committee and in accordance with director compensation guidelines and principles established by the C&G Committee. Under these guidelines and principles, the Board seeks to maintain director compensation at a level that is competitive with the median director compensation at comparable companies in the peer group. However given the Company's relatively short history, the Board has aimed to align compensation towards the lower quartile of the peer group, with the intention to move compensation levels towards the median over a multi-year period based on the Company's performance. HLS has established a flat fee director compensation model that awards Directors a mix of cash and equity (which was provided in the form of Options until the adoption of the DSU Plan (as defined below) in May of 2021).

Directors who are also officers of HLS do not receive compensation for acting in the capacity of a Director.

The annual flat fee retainers that Directors were eligible to receive effective April 1, 2020 are summarized in the table below. All amounts are paid quarterly in arrears. Directors do not receive per meeting fees for attendance at Board or committee meetings.

	Annual Retainers and Fees	
	Cash	Equity
Non-Executive Directors		
Lead Director	\$70,000	\$120,000
Board Member	\$50,000	\$95,000
Chair of the Audit Committee	\$20,000	Nil
Chair of the Compensation and Governance Committee	\$15,000	Nil
Non-Chair member of Audit Committee	\$10,000	Nil
Non-Chair member of Compensation & Governance Committee	\$7,500	Nil

In the first quarter of 2021, the C&G Committee retained the independent compensation advisory firm Global Governance Advisors ("GGA") to review the directors' compensation arrangements. One of the recommendations from the review was for HLS to adopt a deferred share unit plan (the "DSU Plan") to replace stock options for non-employee directors. The intention of the DSU Plan is to promote a strong link to long-term shareholder value and help promote share ownership among directors. As a result of the review, effective May 5, 2021, the Board adopted the DSU Plan, and non-executive Directors are eligible to receive deferred share units ("DSUs") under the Company's DSU Plan. As a result of the Additional Plan Amendments (as defined below), Directors are no longer entitled to participate in the Stock Option Plan.

The following table sets out all amounts of compensation provided to the Directors of HLS (other than Mr. Greg Gubitz, whose compensation for the year ended December 31, 2020 is set out below under "*Statement of Executive Compensation*") for the company's most recently completed financial year:

Name	Cash fees earned (\$)	Option-based awards (\$)	Total (\$)
J. Spencer Lanthier ⁽¹⁾	\$83,236	\$66,985	\$150,221
Yvon Bastien ⁽¹⁾	\$62,958	\$55,821	\$118,779
Rodney Hill ⁽¹⁾	\$67,752	\$55,821	\$123,573
Don DeGolyer	\$55,407	\$55,821	\$111,228
Laura Brege	\$57,699	\$55,821	\$113,520

Notes:

- (1) Each of Messrs. Lanthier, Bastien and Hill was paid in Canadian dollars, which have been converted from Canadian dollars to U.S. dollars at exchange rates based on the annual exchange rate reported by the Bank of Canada, being US\$0.7454 per C\$1.00 for the year ended December 31, 2020.
- (2) From January 1 to March 31, 2020, the Lead Director received an annual cash retainer of \$57,462, and each other independent director of HLS received an annual cash retainer of \$44,129. The Chair of the Audit Committee received an additional annual cash retainer of \$15,904 and Members of the Audit Committee received an additional annual cash retainer of \$6,667. The Chair of the C&G Committee received an additional annual cash retainer of \$11,799 and Members of the C&G Committee received an additional annual cash retainer of \$5,000. All amounts were paid quarterly in arrears.

Outstanding Option-Based and Share-Based Awards

The following table sets out all option-based awards outstanding as of December 31, 2020 for all non-executive Directors of HLS (other than Greg Gubitz, whose compensation and related information for the year ended December 31, 2020 is set out below under “*Statement of Executive Compensation*”). The value of option-based awards outstanding is based on a closing share price of C\$18.00 on December 31, 2020 and an exchange rate of US\$0.7854 per C\$1.00, being the rate reported by the Bank of Canada for December 31, 2020.

Option-based Awards				
Name	Number of securities underlying unexercised options	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)
J. Spencer Lanthier	10,811	C\$8.34	22-Aug-25	\$82,053
	14,773	C\$15.55	7-Jun-26	\$28,468
	28,220	\$10.00	17-Nov-26	\$116,831
	12,000	C\$15.56	9-Nov-27	\$23,030
	28,200	\$9.25	12-Mar-28	\$137,898
Yvon Bastien	8,559	C\$8.34	22-Aug-25	\$64,961
	11,695	C\$15.55	7-Jun-26	\$22,537
	28,220	\$10.00	17-Nov-26	\$116,831
	10,000	C\$15.56	9-Nov-27	\$19,192
	28,200	\$9.25	12-Mar-28	\$137,898
Rodney Hill	8,559	C\$8.34	22-Aug-25	\$64,961
	11,695	C\$15.55	7-Jun-26	\$22,537
	10,000	C\$15.56	9-Nov-27	\$19,192
Don DeGolyer	8,559	C\$8.34	22-Aug-25	\$64,961
	11,695	C\$15.55	7-Jun-26	\$22,537
	10,000	C\$15.56	9-Nov-27	\$19,192
Laura Brege	11,695	C\$15.55	7-Jun-26	\$22,537
	10,000	C\$15.56	9-Nov-27	\$19,192

Value Vested During the Year

The table below sets out all Options held by non-executive Directors of HLS (other than Greg Gubitz, whose compensation and related information for the year ended December 31, 2020 is set out below under “*Statement of Executive Compensation*”) that vested during the year ended December 31, 2020.

Name	Option-based awards – Value vested during the year (\$)
J. Spencer Lanthier ⁽¹⁾	\$70,580
Yvon Bastien ⁽²⁾	\$65,150
Rodney Hill ⁽³⁾	\$20,633
Don DeGolyer ⁽⁴⁾	\$20,633
Laura Brege ⁽⁵⁾	\$8,222

Notes:

- (1) Mr. Lanthier holds the following Options that vested in 2020:
- 7,055 Options, representing 25% of the 28,220 Options granted on November 17, 2016 with an exercise price of \$10.00 per Common Share;
 - 7,050 Options, representing 25% of the 28,200 Options granted on March 12, 2018 with an exercise price of \$9.25 per Common Share;
 - 2,703 Options, representing 25% of the 10,811 Options granted on August 22, 2018 with an exercise price of C\$8.34 per share; and
 - 3,693 Options representing 25% of the 14,733 Options granted on June 7, 2019 with an exercise price of \$15.55 per share.
- (2) Mr. Bastien holds the following Options that vested in 2020:
- 7,055 Options, representing 25% of the 28,220 Options granted on November 17, 2016 with an exercise price of \$10.00 per Common Share;
 - 7,050 Options, representing 25% of the 28,200 Options granted on March 12, 2018 with an exercise price of \$9.25 per Common Share;
 - 2,140 Options, representing 25% of the 8,559 Options granted on August 22, 2018 with an exercise price of C\$8.34 per share; and
 - 2,924 Options representing 25% of the 11,695 Options granted on June 7, 2019 with an exercise price of \$15.55 per share.
- (3) Mr. Hill holds the following Options that vested in 2020:
- 2,140 Options, representing 25% of the 8,559 Options granted on August 22, 2018 with an exercise price of C\$8.34 per share; and
 - 2,924 Options representing 25% of the 11,695 Options granted on June 7, 2019 with an exercise price of \$15.55 per share.
- (4) Mr. DeGolyer holds the following Options that vested in 2020:
- 2,140 Options, representing 25% of the 8,559 Options granted on August 22, 2018 with an exercise price of C\$8.34 per share; and
 - 2,924 Options representing 25% of the 11,695 Options granted on June 7, 2019 with an exercise price of \$15.55 per share.
- (5) Ms. Brege holds the following Options that vested in 2020:
- 2,924 Options representing 25% of the 11,695 Options granted on June 7, 2019 with an exercise price of \$15.55 per share.

REAPPOINTMENT OF AUDITOR

It is proposed that Ernst & Young LLP, the current auditor of the Company, be reappointed as the auditor of the Company, to hold office until the close of the next annual meeting of Shareholders, or until a successor is appointed, and that the Directors be authorized to fix Ernst & Young LLP’s remuneration. The Audit Committee has recommended to the Board, and the Board has approved, the nomination of Ernst & Young LLP for such reappointment. Ernst & Young LLP has been the auditor of the Company (including Former HLS) since June 2015.

See the heading “*Audit Committee Information*” in this Circular for further details regarding the services of the auditor provided to HLS, the fees paid to the auditor for those services and information regarding the Audit Committee of the Company.

It is the intention of the individuals named in the enclosed form of proxy to vote FOR the reappointment of Ernst & Young LLP as auditor of HLS to hold office until the close of the next annual meeting of Shareholders and in favour of authorizing the Directors to fix the remuneration of the auditor, unless specifically instructed in the proxy to withhold such vote.

APPROVAL OF AMENDMENTS TO THE STOCK OPTION PLAN AND UNALLOCATED OPTIONS

Approval of Amendments to the Stock Option Plan

In accordance with the rules and policies of the TSX and the provisions of the Stock Option Plan, Shareholder approval is required for certain amendments to the Stock Option Plan. At the Meeting, the Company will be seeking Shareholder approval to amend the Stock Option Plan, subject to the final approval of the TSX to: (i) make changes to the amending provisions of the Stock Option Plan to further limit the Board's ability to make amendments without Shareholder approval; and (ii) add a "reloading" or "evergreen" feature to the Stock Option Plan, so that when Options are exercised, the number of Common Shares issuable under the Stock Option Plan will be replenished and exercised Options will become available to be re-granted in the future (the "**Proposed Plan Amendments**"). On May 5, 2021, the Board approved, subject to the final approval of the TSX, certain additional amendments to the Stock Option Plan which do not require Shareholder approval, to: (i) specify that non-employee directors are not entitled to participate in the Stock Option Plan; and (ii) make certain "housekeeping" and other changes described below (the "**Additional Plan Amendments**" and together with the Proposed Plan Amendments, the "**Plan Amendments**"). The Plan Amendments were conditionally approved by the TSX on May 6, 2021.

A summary of the Plan Amendments is set out below. For a description of the principal terms and conditions of the Stock Option Plan, as amended to reflect the Plan Amendments, please see the "*Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans – Stock Option Plan*" section of this Circular. **The full text of the Stock Option Plan, as amended to reflect the Plan Amendments, is set out in Annex B to this Circular.**

Amendment to Amending Provisions of the Stock Option Plan

The Company has proposed, subject to the final approval of the TSX and the approval of Shareholders, amendments to the amending provisions of the Stock Option Plan to require that Shareholder approval be obtained for any changes to the Stock Option Plan that would: (i) introduce, re-introduce, broaden or increase the participation of non-employee directors in the Stock Option Plan; or (ii) change the prohibition on transfers of Options other than by will or the laws of descent and distribution. The proposed amendments to the amending provisions would also require the Company to obtain Shareholder approval for any amendment to the exercise price of an Option (regardless of whether shareholder approval is required by the rules of the TSX or any other applicable exchange) and any reduction in the exercise price of any Options or other entitlements (regardless of whether such Options or other entitlements are held by insiders of the Company). The Board believes that the proposed amendments to the amending provisions of the Stock Option Plan will align the Stock Option Plan with current best governance and market practices for security-based compensation arrangements.

Amendment to Add a "Reloading" or "Evergreen" Feature to the Stock Option Plan

The Company has proposed, subject to the final approval of the TSX and the approval of Shareholders, an amendment to section 4 of the Stock Option Plan to add a "reloading" or "evergreen" feature to the Stock Option Plan so that when Options are exercised, the number of Common Shares issuable under the Stock Option Plan will be replenished and exercised Options will become available to be re-granted in the future. The Board believes that amending the Stock Option Plan to provide for this feature will help the Company manage its compensation program, ensure continued broad-based participation in the Stock Option Plan by eligible officers, employees and consultants of the Company and promote the alignment of the interests of such individuals with the interests of Shareholders.

Amendment to Non-Employee Director Participation

The Company has proposed, subject to the final approval of the TSX, an amendment to section 2.1(c) of the Stock Option Plan to prohibit the grant of Options to non-employee directors. The Board believes that this restriction will align the Stock Option Plan with current best governance and market practices for security-based compensation arrangements and reflects the Company's decision to no longer grant Options to non-employee directors. Following this amendment, Shareholder approval would be required to allow non-employee directors to participate in the Stock Option Plan.

Housekeeping and Other Changes

The Board has determined to remove certain provisions of the Stock Option Plan that are no longer applicable to the Company because the Company is no longer subject to the requirements of the TSX Venture Exchange. The Board has also made changes to the provisions of the Stock Option Plan relating to termination of employment (including termination by reason of death or Disability (as defined in the Stock Option Plan)) to clarify the intended effect of such provisions.

In addition, the Board has determined to amend section 18 of the Stock Option Plan to specify the default treatment of Options on a “Change of Control” (as defined in the Stock Option Plan). The Board believes that these amendments align the Stock Option Plan with current best governance and market practices for security-based compensation arrangements. These amendments provide, among other things, that: (a) unless otherwise determined by the Board or otherwise provided for in a written agreement between an Optionee and the Company, Options that have not vested will not vest upon a Change of Control provided that (i) Options that have not previously vested will continue to vest in accordance with the Stock Option Plan and any grant agreement and (ii) an entity that directly or indirectly acquires control of the Company (or the affiliate that employs the Optionee, as applicable) or otherwise becomes a successor to the Company or such affiliate agrees to assume the obligations of the Company in respect of such unvested Options; and (b) no cancellation, acceleration of vesting, lapsing or restrictions, issuance of Shares, cash settlement or other payment shall occur with respect to any Option if the Board determines that such Option will be honoured or assumed or that new rights will be substituted therefor and if such honoured, assumed or substituted award satisfies certain conditions.

Approval of Unallocated Options

In accordance with the requirements of the TSX, every three years after institution, all unallocated options, rights or other entitlements under a “security based compensation arrangement” (which includes the Stock Option Plan) which does not have a fixed maximum aggregate of securities issuable from treasury by the issuer must obtain approval from both a majority of the issuer’s board of directors and a majority of the issuer’s securityholders. The Stock Option Plan requires such approvals as it is a “rolling” plan under which the maximum number of Common Shares issuable upon the exercise of all Options granted under the Stock Option Plan (and pursuant to other security-based compensation arrangements) is limited by reference to a percentage (10%) of the Common Shares outstanding from time to time. As a result, if the Company issues additional Common Shares in the future, the number of Common Shares issuable under the Stock Option Plan will increase accordingly. Any Option that has been granted under the Stock Option Plan and that is subsequently cancelled or terminated for any reason without having been exercised will also again be available for subsequent grants under the Stock Option Plan. Further, if the Proposed Plan Amendments (including to add an “evergreen” feature) are approved by Shareholders, the Option Plan will allow the number of Common Shares covered by Options that have been exercised to again be available for subsequent grants under the Option Plan.

The Stock Option Plan was amended and restated on May 22, 2018 and received Shareholder approval on June 22, 2018. The three-year term prescribed by the TSX will expire on June 22, 2021. The Company is seeking Shareholder approval in respect of any unallocated Options under the Stock Option Plan at the Meeting. If approval of the Option Plan Resolution is not obtained at the Meeting, any unallocated Options as of June 12, 2021 and Options which are outstanding as of June 21, 2021 and are subsequently cancelled, terminated or exercised will not be available for a new grant of Options. If approval of the Option Plan Resolution is obtained at the Meeting, the Company will next be required to seek similar approval from Shareholders no later than June 18, 2024. Previously allocated Options will continue to be unaffected by the outcome of the vote on the Option Plan Resolution.

Option Plan Resolution

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to pass, with or without variation, the following Option Plan Resolution:

“**RESOLVED**, as an ordinary resolution of the shareholders of HLS Therapeutics Inc. (the “**Company**”) that:

1. the Proposed Plan Amendments, as defined in the Company’s Management Information Circular dated May 18, 2021 (the “**Circular**”), all as more particularly described under the heading “*Approval of Amendments to the Stock Option Plan and Unallocated Options*” in the Circular, be and are hereby approved;
2. the unallocated options under the Stock Option Plan (as defined in the Circular), as amended from time to time, be and are hereby approved, which approval shall be effective until June 18, 2024; and
3. any director or officer of the Company be and is hereby authorized and directed, on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as he or she may determine to be necessary or advisable to give effect of this resolution.”

Approval of the Option Plan Resolution will require that it be passed by a majority of the votes cast by Shareholders thereon in person (virtually) and by proxy. **The Board unanimously recommends that shareholders vote FOR the approval of the Option Plan Resolution.**

It is the intention of the individuals named in the enclosed form of proxy to vote FOR the approval of the Option Plan Resolution unless specifically instructed otherwise in the proxy.

STATEMENT OF GOVERNANCE PRACTICES

Director Independence

Currently, the Board is comprised of eight Directors, five of whom are considered to be independent within the meaning of Section 1.4 of National Instrument 52-110 – *Audit Committees* (“**NI 52-110**”), being Messrs. Lanthier, Bastien, Hill, DeGolyer, and Ms. Brege. Messrs. Wells and Godin are not considered to be independent Directors since they serve as executive officers of the Company, and Mr. Gubitz is not considered to be an independent Director because he served as the Chief Executive Officer of the Company until October 1, 2020. If the individuals nominated for election as Directors at the Meeting are elected, the Board will be comprised of ten Directors, seven of whom will be considered to be independent within the meaning of Section 1.4 of NI 52-110.

The Company has taken steps to ensure that adequate structures and processes are in place to permit the Board to function independently of management of the Company. Since the Chair of the Board, Mr. Wells, is an executive officer of the Company, Mr. Lanthier, an independent Director, has been appointed as to act as Lead Director and to provide independent leadership to the Board. Both HLS’s Audit Committee and its C&G Committee are comprised entirely of independent Directors. See “–*Position Descriptions*” for a description of Mr. Lanthier’s responsibilities as Lead Director.

The independent Directors hold *in camera* sessions, without the non-independent Directors and members of management present, during regularly scheduled Board meetings. The independent Directors held nine *in camera* sessions in 2020.

Board Mandate

The Board operates under the Board of Directors Mandate set out at Annex A to this Circular, pursuant to which it provides governance and stewardship to the Company and its business. The Mandate also describes the Board’s responsibility for, among other things: participating in the development of and adopting a strategic plan for the Company; supervising the activities and managing the affairs of the Company; defining the roles and responsibilities of management and delegating management authority to the Chief Executive Officer; reviewing and approving the business and investment objectives to be met by management; assessing the performance of and overseeing management; identifying and managing risk exposure; ensuring the integrity and adequacy of the Company’s internal controls and management information systems; succession planning; establishing committees of the Board, where required or prudent, and defining their mandate; ensuring effective and adequate communication with Shareholders, other stakeholders and the public; and monitoring the integrity and ethics of the Company.

Board Committees

Audit Committee

HLS’s Audit Committee consists of Rodney Hill (Chair), Laura Brege and J. Spencer Lanthier, all of whom meet the requirements for independence under NI 52-110.

The Board has adopted a written charter for the Audit Committee setting out its responsibilities. The text of the Audit Committee’s Charter is available on the Company’s website and in its annual information form for the year ended December 31, 2020, which is available under the Company’s profile on SEDAR at www.sedar.com.

C&G Committee

The C&G Committee consists of Yvon Bastien (Chair), Don DeGolyer and J. Spencer Lanthier, all of whom are independent for the purposes of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and NI 52-110. The Board has adopted a written charter for the C&G Committee setting out its responsibilities with respect to compensation, nomination and governance matters, as described below under the headings “– *Nomination and Election of Directors*”, “– *Orientation and Continuing Education*”, “– *Compensation*” and “– *Assessments*”.

Messrs. Bastien, Lanthier and DeGolyer have many years of direct experience with the design, implementation or oversight of compensation programs that is relevant to their responsibilities on the C&G Committee, and they draw upon that experience to make decisions on the suitability of the Company’s compensation policies and practices. Mr. DeGolyer is currently the Chair of the Compensation Committee of Tyme Technologies, Inc. Mr. Bastien has served on the board of a number of publicly-listed companies, including serving as the Chair of the Compensation Committee of both Telesta Therapeutics Inc. and Helix BioPharma Corp. Additionally, he and Mr. DeGolyer each served as executive officers with increasing seniority, at a number of different pharmaceutical and specialty life sciences companies, where they were each

involved in compensation decisions during their respective tenures. Mr. Lanthier has served in numerous leadership roles in both the public and private sectors, including as a director of several publicly-listed companies.

Position Descriptions

The Board has adopted a written position description for the Chair of the Board, which sets out the Chair's key responsibilities, including: providing leadership to foster the effectiveness of the Board; together with the Lead Director, preparing the agenda and leading the activities and meetings of the Board; chairing Board and Shareholder meetings; ensuring an effective relationship between the Board and senior management of the Company; consulting with the C&G Committee on candidates for nomination to the Board; working with the Chief Executive Officer to ensure the Board is provided with the resources necessary to carry out its responsibilities; and ensuring the Directors receive information required for proper performance of their duties and that the appropriate committee structure is in place.

The Board has also adopted a written position description for the Lead Director of the Board, which sets out the Lead Director's key responsibilities, including: providing leadership to ensure that the Board functions independently of management of the Company and other non-independent directors; working with the Chair to ensure that the appropriate committee structure is in place and assisting the C&G Committee in making recommendations for appointment to such committees; suggesting items of importance for consideration on the agenda for each meeting of the Board; in the absence of the Chair, chairing Board meetings, including stimulating debate, providing adequate time for discussion of issues, facilitating consensus, encouraging full participation and discussion by individual directors and confirming that clarity regarding decision-making is reached and accurately recorded; in addition, chairing each board meeting at which only non-management directors are present; and providing recommendations and advice to the C&G Committee on candidates for nomination or appointment to the Board.

The Board has also adopted a written position description for each of the Board committee Chairs which sets out the key responsibilities of the Chair of each Board committee, including duties relating to: providing leadership to foster the effectiveness of the Board committee; ensuring there is an effective relationship between the Board and the Board committee; preparing the agenda for each meeting of the Board committee; ensuring that all committee members receive information required for proper performance of their duties; chairing Board committee meetings; and providing additional services required by the Board and the Board committee.

The Board has also adopted a position description for the Chief Executive Officer which sets out the key responsibilities of the Chief Executive Officer, including: developing and recommending to the Board a long-term strategy and vision for the Company that is consistent with creating Shareholder value; providing leadership and vision, maintaining a high level of employee morale and motivation, with a view to ensuring the implementation of the Company's strategy; fostering a corporate culture that promotes integrity and ethical values throughout the organization; developing and motivating executive officers, and providing overall management to ensure the effectiveness of the leadership team; developing and recommending to the Board annual business plans and budgets that support the Company's long-term strategy; ensuring that succession plans are in place for the Company; and serving as the Company's chief spokesperson.

Orientation and Continuing Education

The C&G Committee reviews, monitors and makes recommendations regarding new Director orientation and the ongoing development of existing Directors. The committee is responsible for recommending to the Board an appropriate annual process to evaluate the Board and each of the committees, and the responsibilities of each of the Directors individually.

The C&G Committee also coordinates the continuing education program for Directors in order to maintain or enhance their skills and abilities as Directors, as well as ensuring that their knowledge and understanding of the Company and its business remains current. The Company's Board members are expected to keep themselves current with industry trends and developments, while the Company provides Directors with continuous education opportunities and programs throughout the year, by way of presentations on key business areas, business updates and site visits. In 2020, site visits were not possible due to COVID-19 pandemic travel and gathering restrictions. However, the Board held remote meetings at which, among other things, management and Company staff provided the Directors with updates on the Company's business and Vascepa launch. Furthermore, virtual continuing education sessions were held with certain of the Company's outside legal and banking advisors, where such advisors provided the Board with updates on relevant topics, including on matters such as directors duties and industry trends.

Ethical Business Conduct

The Board has adopted a Code of Business Conduct and Ethics (the "Code") applicable to each Director, officer, employee and representative of the Company and its subsidiaries, including part-time, contract, and temporary employees. The Code provides a set of ethical standards for conducting the business and affairs of the Company with honesty, integrity and in accordance with high ethical and legal standards. The Code is available on the Company's website at www.hlstherapeutics.com, on the Company's profile on SEDAR at www.sedar.com and upon request from the Corporate Secretary and Senior Vice President, Legal, HR and Compliance of the Company, at 10 Carlson Court, Suite 701, Etobicoke, Ontario M9W 6L2.

The Code has been designed to define and clarify legal and ethical expectations for all HLS personnel and includes standards concerning ethical decision making and compliance, conflicts of interest, insider trading, timely disclosure commitments, confidential information, and ethical relationships with healthcare professionals. The Code also provides information about potentially challenging situations that may arise during the normal course of business.

HLS requires that all personnel participate annually in training on the Code. As part of this annual training, all personnel must certify their understanding of and compliance with the principles of the Code and related HLS policies and procedures.

The C&G Committee is responsible for receiving reports from the Chief Executive Officer regarding breaches of the Code, and in turn reporting those breaches to the Board. The Committee also reviews investigations and any resolutions of complaints received under the Code and reports annually to the Board thereon.

The Company has also adopted a Complaints Reporting and Whistleblower Policy to receive, retain and address all complaints received by the Company regarding accounting, internal accounting controls or auditing matters, fraud/theft, workplace violence and other issues; an Insider Trading Policy to avoid civil and criminal insider trading violations; and a Disclosure Policy to ensure that the Company's disclosure obligations are met.

Nomination and Election of Directors

The C&G Committee is currently responsible for, in consultation with the Chair of the Board, the Lead Director and the Chief Executive Officer, annually or as required, recruiting and identifying individuals qualified to become new Board members and recommending to the Board new Director nominees for the next annual meeting of Shareholders.

The C&G Committee, which consists entirely of independent Directors, is responsible for periodically reviewing the size of the Board, with a view to determining the impact of the number of Directors on the effectiveness of the Board, and identifying potential nominees to the Board, reviewing their qualifications and experience, determining their independence as required under all applicable corporate and securities laws, and recommending to the Board the nominees for consideration by, and presentation to, the Shareholders at the Company's next annual meeting. In making its recommendations, the C&G Committee considers the competencies and skills that the Board considers to be necessary for the Board as a whole to possess, the competencies and skills that the Board considers each existing Director to possess, as well as the competencies and skills each new nominee will bring to the boardroom. The C&G Committee also considers the amount of time and resources that nominees have available to fulfill their duties as Board members or committee members, as applicable.

The C&G Committee may also recommend for Board approval the removal of a Director from the Board or a Board committee if he or she is no longer qualified to serve as a Director under applicable requirements or for any other reason the C&G Committee considers appropriate.

Compensation

HLS's C&G Committee's purpose is to (i) determine and make recommendations with respect to all forms of compensation to be granted to the Chief Executive Officer, and review the Chief Executive Officer's recommendations respecting compensation of the other senior executives of the Company; and (ii) oversee corporate governance of the Company.

The C&G Committee's responsibilities include reviewing and recommending to the Board the compensation of the Chief Executive Officer and other officers of HLS appointed by the Board; reviewing and recommending to the Board the compensation policies, plans and programs for HLS's executive officers and other senior management, as well as its overall compensation plans and structure; reviewing and discussing with management and recommending to the Board the compensation-related disclosure to be included for use in any annual reports, prospectuses, proxy circulars or information circulars; recommending to the Board the compensation for Directors; and administering the Stock Option Plan and share compensation arrangements.

The C&G Committee seeks to ensure an objective process for determining compensation through compliance with the Board's conflicts of interest guidelines. The C&G Committee reviews the various compensation elements both individually and in total to seek alignment with HLS's compensation program objectives. The C&G Committee then makes recommendations on all executive pay, short-term incentives and long-term incentive options to the Board for approval.

For more information about the process of determining compensation, please refer to the discussion under the heading "*Statement of Executive Compensation – Overview and Description of Director and Named Executive Officer Compensation*" in this Circular.

Other Board Committees

The Board does not have any standing committees other than the Audit Committee and the C&G Committee.

Assessments

The C&G Committee, in consultation with the Chair of the Board, is responsible for ensuring that an appropriate system is in place to evaluate the effectiveness of the Board, the Board committees and individual Directors, with a view to ensuring that they are fulfilling their respective responsibilities and duties and working effectively together as a unit. The assessment includes an annual questionnaire that each director must complete. The annual questionnaire covers a range of topics including: (i) individual self-assessment; (ii) assessment of the Board and committee performance and effectiveness; and (iii) an assessment of peer performance at the Board level and at the committee level. An online service is used to collect the results of the completed questionnaires, and provide them to the Chair of the C&G Committee in an aggregate and anonymized format. The Chair of the C&G Committee then reviews and analyzes the data, together with the members of the C&G Committee, and additional feedback is sought and received from Directors where necessary or appropriate. The C&G Committee then prepares and presents to the Board a report that contains the recommendations of the C&G Committee to improve the effectiveness of the Board in light of the results of the annual performance evaluation. The C&G Committee's report includes the aggregated data and any other items that, in the opinion of the Chair of the C&G Committee, warrant reporting to the Board.

Succession Planning

The Board is responsible for overseeing the succession planning processes of the Company with respect to senior management and director positions. At least annually, the Board reviews the succession plans of the Company for the Executive Chairman, the Chief Executive Officer, the Chief Financial Officer, and other executive officers, including the appointment, training and monitoring of such positions. It also reviews the skills and experience of Board members to ensure continued alignment with the Company's needs.

Board Renewal

The Company does not currently have a policy with respect to Board member term limits and mandatory retirement. The Company was initially formed in 2015 and went public in 2018, at which time three new independent directors joined the Board, bringing the total number of independent directors to five. At this stage of the Company's development, the Board feels that these types of policies would not be appropriate. The Company currently benefits from a depth of industry and governance experience on the Board, and implementing these policies would have the effect of forcing directors to resign from the Board who have expertise and insight in the highly specialized industry in which the Company operates. The Company continues to periodically monitor director performance through the formal annual assessment process described above, and, together with input from the Company's external third party advisory firm, Global Governance Advisors ("GGA"), the Company periodically analyzes the skills and experience necessary for the Board and evaluate the need for director changes to ensure that the Company has highly knowledgeable and motivated Board members, while ensuring that new perspectives are available to the Board.

Diversity

Board of Directors

The Board recognizes the benefits that diversity brings to the Company. The Board aims to be composed of directors who have a range of perspectives, insights and views in relation to the issues affecting HLS. This belief in diversity is reflected in the Board's ongoing consideration of whether diverse attributes are sufficiently represented on the Board, and is an important component of the selection process for new Board members.

The C&G Committee has emphasized the Board's commitment to the recruitment of women by making the identification of candidates who are women a key search criterion in the director selection and nomination process. In order to promote the specific objective of gender diversity on the Board, the selection process for Board appointees and nominees for election ensures that appropriate efforts are made to include women in the list of candidates being considered for a Board position and, in any event, that at least one woman is included in the short list of candidates being considered for a Board position. This process resulted in Laura Brege, the Company's first female Director, joining the Board in 2019, and in the nomination of Norma Beauchamp for election at the Meeting as a Director.

As of the date of this Circular, one of eight Directors (12.5%) is a woman. Following the Meeting and assuming that all nominees for Director are elected, two of ten Directors (20%) will be women. The Board recognizes the value of the contribution of members with diverse characteristics and perspectives on the Board and is committed to ensuring that women, in particular, are represented on the Board.

Management

HLS believes that a diversity of backgrounds, opinions and perspectives and a culture of inclusion helps to create a healthy and dynamic workplace, which improves overall business performance. HLS recognizes the value of ensuring that the

Company has leaders who are from diverse backgrounds. The Company prides itself on developing its employees internally and providing them with opportunities to advance their careers. To support the Company's senior management diversity objectives, the Chief Executive Officer, together with the C&G Committee will, when considering, recommending and reviewing recommendations for the appointment of candidates for senior management positions:

- consider diversity criteria, including, but not limited to, the level of representation of women, when determining the optimum composition of senior management;
- consider and, if deemed necessary, implement policies to address impediments to diversity in the workplace;
- review potential candidates from a variety of backgrounds and perspectives, with the Company's diversity objectives in mind;
- regularly review the level of diversity at all levels of the Company;
- consider initiatives designed to identify, support and develop diverse employees with leadership potential;
- continue to identify new ways to entrench diversity, including gender diversity, as a cultural priority across the organization; and
- in addition to its own searches, as and when appropriate from time to time, engage qualified independent external advisors to conduct a search for candidates to help achieve the Company's diversity objectives in relation to senior management.

Currently, one executive officer position at the Company is held by a woman.

HLS has not adopted a target for the number of women in executive officer or senior leadership positions as the Board has determined this would not necessarily result in the identification or selection of the best candidates. HLS does, however, understand the benefits of a diverse workforce and is committed to promoting diversity (including gender diversity) among its senior leadership and will consider the level of female representation and other areas of diversity, outlined above, when deliberating on hires and promotions regarding all senior leadership positions, including executive officers. Furthermore, HLS will continue to evaluate the appropriateness of adopting targets in the future.

STATEMENT OF EXECUTIVE COMPENSATION

The following discussion describes the significant elements of the Company's executive compensation program, with particular emphasis on the process for determining compensation payable to the Company's named executive officers ("NEOs") for fiscal year 2020, being Executive Chairman William Wells, Chief Executive Officer Gilbert Godin, Chief Financial Officer Tim Hendrickson, Chief Commercial Officer Sanjiv Sharma, Senior Vice President, Strategy and Operations Hemanth Varghese and former Chief Executive Officer Greg Gubit. The following also summarizes certain material changes the Company intends to adopt for its executive compensation program for fiscal year 2021.

Oversight and Description of Director and Named Executive Officer Compensation

HLS's C&G Committee sets guidelines for determining the short-term and long-term compensation of executive officers based on their performance, the compensation of executive officers at comparable companies, compensation in previous years, the experience and skills of the officer, and any other factor the committee determines to be relevant. The C&G Committee, in its discretion, recommends annual and long-term performance goals and objectives for the executive officers to the Board. The C&G Committee evaluates the performance of the Chief Executive Officer and the other named executive officers in light of the approved performance goals and objectives. The C&G Committee makes recommendations to the Board with respect to incentive-based compensation plans and equity-based plans, including the Stock Option Plan. The C&G Committee also reviews and recommends the compensation for independent directors and committee members for approval by the Board on an annual basis.

The Board approves the compensation of the named executive officers based on the recommendations of the C&G Committee. In the case of the named executive officers other than the Chief Executive Officer, these approvals and recommendations reflect consideration of the recommendations of the Chief Executive Officer, which are based on similar factors to those that are considered by the C&G Committee in establishing its recommendation respecting the compensation of the Chief Executive Officer.

Compensation Objectives

HLS's compensation program for its executive officers is designed to attract, retain, motivate and engage highly skilled and experienced individuals who excel in their field. The objective of the program is to focus HLS's executives on the key business factors that affect Shareholder value and to align their compensation with HLS's business and financial objectives and the long-term interests of Shareholders.

The Board of Directors is responsible for identifying and mitigating any risk associated with HLS's compensation policies and practices that could incentivize an executive officer or other employee to take inappropriate or excessive risk, or that could otherwise have a material adverse effect on HLS.

Use of Independent Compensation Consultants

The C&G Committee reviews NEO compensation packages annually to ensure that NEOs are being compensated in line with industry practices. To assist in executing its responsibilities, the C&G Committee engages independent compensation advisors.

Over the past three years, GGA has been engaged by the Company to advise the C&G Committee on compensation matters, including conducting an executive compensation benchmarking review.

GGA is an independent compensation advisor with significant executive compensation experience. GGA is independent of management and highly qualified. Over the past two years, GGA has helped the C&G Committee by (i) providing compensation research and data, and education on emerging trends and best practices, (ii) providing performance management planning, (iii) reviewing and designing incentive plans, (iv) conducting comprehensive compensation reviews of the compensation levels for HLS's directors and named executive officers (including developing the compensation philosophy and peer group and conducting an in-depth market analysis of compensation levels and designs of organizations that operate within a comparable sector and are of a similar scale to HLS) and (v) reviewing and recommending a retirement allowance that supported the CEO transition. All work conducted by GGA is pre-approved by the C&G Committee and GGA does not provide any non-Board approved services to the Company. The C&G Committee takes GGA's reports and recommendations into consideration when assessing compensation structure and awards, but ultimately makes its own decisions and recommendations for the Board to approve.

GGA's fees incurred in the two most recently completed fiscal years are as follows:

Fiscal year	Executive Compensation-Related Fees	All Other Fees
2020	\$23,073	\$0
2019	\$24,483	\$0

Since GGA's original engagement in 2018, several of the companies that were included in HLS's peer group no longer exist, or have significantly restructured their operations. Accordingly, the peer group has been reviewed and amended to reflect HLS's size and business strategy. The 2021 peer group that was approved by the C&G Committee and the Board was updated slightly to remove two members of the previous peer group that were delisted and to add two new members from the specialty pharmaceutical sector. GGA was retained to provide the C&G Committee with advice and recommendations related to the executive compensation program given the Company's growth and graduation to the TSX. This included reviewing the continued appropriateness of the 2020 peer group and competitiveness of HLS's compensation levels against an updated peer group along with incentive recommendations to remain competitive against HLS's peers and the broader pharmaceutical marketplace.

During 2021, HLS updated the Company's peer group to take into account the following characteristics:

- public companies operating primarily in North America and listed on a major stock exchange;
- market capitalization within a range of approximately between 0.25 and 4 times the size of HLS; and
- strong focus on the specialty pharmaceutical and biotechnology sector.

During 2020, AMAG Pharmaceuticals, Inc. and Dermira, Inc., which had been included in the 2020 peer group, delisted from the relevant exchange. After GGA's review of specialty pharmaceutical peers of similar size, Collegium Pharmaceutical, Inc. and Flexion Therapeutics, Inc. were added to the 2021 peer group. At the time of the peer group review both of the new members of the peer group met the screening criteria described above. The resulting 2021 peer group is set out in the table below. When considering market capitalization and operating results as of December 31, 2020, HLS's market capitalization was positioned in the 34th percentile of the peer group and its operating results were positioned at the 58th percentile.

ADVANZ PHARMA Corp.	Catalyst Pharmaceuticals, Inc.	Pacira BioSciences, Inc.
Akebia Therapeutics, Inc.	Collegium Pharmaceutical, Inc.	Supernus Pharmaceuticals, Inc.
Amarin Corporation plc	Eagle Pharmaceuticals, Inc.	Theratechnologies Inc.
ANI Pharmaceuticals, Inc.	Flexion Therapeutics Inc.	Traverse Therapeutics, Inc.*
Antares Pharma, Inc.	Knight Therapeutics Inc.	Vanda Pharmaceuticals Inc.
Aurinia Pharmaceuticals Inc.	Lexicon Pharmaceuticals, Inc.	
BioDelivery Sciences International, Inc.	Osmotica Pharmaceuticals plc	

The C&G Committee considered, among other things, the Executive Compensation Report prepared by GGA in connection with its consideration and review of the compensation of the Chief Executive Officer and other executive officers of the Company for 2020 when setting compensation levels for 2021, and in connection with the CEO transition that occurred during 2020. In the analysis of the appropriate level and components of compensation for the NEOs, GGA surveyed and summarized, and the Board considered the summary of, the compensation practices of these pharmaceutical companies. Because HLS is a growth stage company, the Board considers it appropriate to use a peer group with a range of market capitalization, revenues and assets to set compensation for the NEOs.

The Board has evaluated competitive pay around the median of the peer group. Given the Company's relatively young history, the Board initially aimed to align compensation towards the lower quartile of the peer group and, in light of the Company's recent growth, compensation levels have progressed toward the median of the peer group, in accordance with the Board's stated intention that compensation levels move towards the median over a multi-year period based on HLS's performance.

Elements of Compensation Program

Compensation for executive officers is comprised primarily of four main components:

- base salary;
- short-term incentive compensation;
- participation in long-term incentive arrangements, including the Stock Option Plan, the Performance Share Unit Plan (as defined below) and the Performance Participation Plan (as defined below); and
- additional benefit items.

Each component plays a role in meeting HLS's compensation objectives. The mix of compensation is designed to reward short-term results and to motivate long-term performance. The compensation levels of HLS's executive officers reflect to a significant degree the varying roles and responsibilities of HLS's executive officers. The appropriate level of compensation for the NEOs is determined by the Board with the input and recommendations of the C&G Committee on an annual basis.

There are no pension plans at HLS but the Company does make contributions to employees' retirement savings, including a deferred profit-sharing plan and Group RRSP in Canada and a 401(k) plan in the United States.

The following table explains the elements of compensation that the Company adopted for fiscal year 2020. The Company assesses each component separately, and together these are considered total compensation. Short-term compensation (consisting of base salary and cash bonuses) and long-term compensation together make up each executive's total direct compensation. The Company has also highlighted certain amendments implemented for fiscal year 2021 in our executive compensation program.

Component	Objective/Rationale
(A) Short-term Compensation	Awarded based on performance, the executive’s position in the company and relative to our peer group.
(i) Base Salary	<ul style="list-style-type: none"> • Forms the basis for attracting talent, and comparing to and remaining competitive with the market. • Fixed, and used to determine other aspects of HLS’s compensation and benefits. • Established at the beginning of the year. • To align with the compensation philosophy, base salary levels aim to align with the median of the peer group over time, but also take into account the NEO’s performance and tenure in the organization. Base salary levels are also set taking into account the relative size of HLS against its peer group. <p>Changes for 2021</p> <ul style="list-style-type: none"> • As part of its continued review of the peer group, and attempts to align total compensation for NEOs with the median of the peer group over time, the Company intends to increase the base salaries of the CEO, CCO and CFO over a two-year transition period to manage costs.
(ii) Annual Cash Bonus / Short Term Incentive Plan (“STIP”)	<p>Links pay to corporate achievements.</p> <p>Variable and paid in cash following year-end results based on annual performance. Bonuses are not paid unless a threshold level of performance is achieved, with performance benchmarks being specified in a detailed scorecard of corporate performance that contain metrics and weightings that align to the business and reflect the recommendations of GGA.</p> <p>Scorecards consist of a mix of corporate, financial and operational metrics. Each NEO is measured by the same corporate performance metrics.</p> <p>The target STIP opportunity varies as between NEOs, ranges between 50% and 75% of base salary and is associated with expected annual performance results.</p> <p>Capped at 150% of target STIP opportunity.</p> <p>Changes for 2021</p> <ul style="list-style-type: none"> • The Board has determined not to change target bonus levels in 2021.
(B) Long-term Compensation (LTIP)	<p>Long-term incentives are designed to (i) promote a further alignment of interests between management and Shareholders of the Company; (ii) associate a portion of management’s compensation with the returns achieved by Shareholders of the Company; and (iii) to attract and retain employees with the knowledge, experience and expertise required by the Company. The Company has historically granted long-term incentives in the form of Options and PSUs. In 2020, the Company introduced a long-term stock-based performance plan (the “Performance Participation Plan”).</p> <p>With the exception of certain Options granted prior to the completion of the Arrangement, which vest over a four-year period and have a 10-year term to expiry, Options are intended to vest over a four-year period and have a seven-year term to expiry. Options are granted to align with HLS’s peer group prevalence and to reward management for performance on a longer term basis.</p> <p>PSUs are intended to vest based on the achievement of specific future performance over a three-year time horizon.</p> <p>Participation units (“Participation Units”) granted under the Performance Participation Plan pay out only if certain performance criteria are met at the end of a defined performance period. Payouts under the Performance Participation Plan are capped at 200% of target, to reward performance while also limiting financial exposure for the Company.</p> <p>HLS views PSUs and Participation Units as important incentives to ensure that management compensation is appropriately linked with share price performance.</p>

	Quantities of grants of Options, PSUs and Participation Units are determined by the Board on the recommendation of the C&G Committee, which is based, in part, on consideration of recommendations provided to the C&G Committee by GGA.
	There are no changes planned for 2021.
(C) Other Compensation	Participation in HLS's employee group benefits plans is provided to each NEO where available. Contributions are provided to the NEOs' retirement savings plans, including RRSP, DPSP and 401(k) accounts, as applicable. There is no pension plan for the NEOs. Designed to be competitive overall with equivalent positions.
	Changes for 2021 The Company intends to adopt executive share ownership guidelines, which will be phased in over a five year period.

Base salary

Individual salaries are determined by each officer's experience, expertise, performance and expected contributions to HLS. The C&G Committee uses industry studies and market data for comparable businesses to assist in setting a range of base salaries for positions. However, these studies and data are only one factor that is reviewed in determining base salary for each executive officer position.

Short-term incentive compensation

The STIP as defined in more detail below contains predefined Threshold, Target and Maximum performance hurdles for corporate objectives. The target STIP award is set as a percentage of the executive's base salary. If target performance is achieved the STIP would be awarded at 100% of the bonus opportunity. If threshold performance is achieved, 50% of the STIP may be awarded and if maximum performance is achieved the STIP may award up to 150% of the target STIP. The payout opportunity is defined below per executive:

	Executive Chair	CEO	CFO	CCO	SVP, Strategy and Operations
Target STIP (% of Base Salary)	55%	75%	50%	50%	50%
STIP Award Range (% of Base Salary)	0-82.5%	0-112.5%	0-75%	0-75%	0-75%
Below Threshold (% of Target)	0%	0%	0%	0%	0%
Threshold Performance (% of Target)	50%	50%	50%	50%	50%
Target Performance (% of Target)	100%	100%	100%	100%	100%
Maximum Performance (% of Target)	150%	150%	150%	150%	150%

HLS utilizes short-term incentive compensation to reward its executive officers, including the named executive officers, primarily for the achievement of corporate performance goals recommended by the C&G Committee and approved by the Board in the course of setting the Company's quarterly and annual budgets. Total bonus payable as short-term incentive compensation cannot exceed 150% of the individual's target level of annual short-term incentive compensation, despite any overachievement of criteria.

In considering the STIP awards for the NEOs in 2020, the Board first considered the actual achievement versus target achievement levels set by the Board with respect to certain corporate performance indicators as set out below. If STIP awards had been determined solely by reference to actual achievement, STIP awards would have been 59% of target STIP payout for each NEO. However, in light of the impact of COVID-19, management's contingency plan's resulting in an effective mitigation of its impact and other relevant factors, the Board exercised its discretion and approved STIP awards at 80% of target STIP payout for 2020 for each NEO and as a base for the bonus pay out for all non-commercial personnel. The short-term incentive compensation payable to the NEOs for 2020 was determined based on objective criteria relating to the areas set out in the table below that were approved by the Board, and scored as follows:

Corporate Goal	Target	Actual Performance	Comments
Corporate Development	15%	18%	Payout was based on the Company’s actual performance related to acquiring or in-licensing additional products or businesses, and in particular the acquisition of entities holding a diversified portfolio of royalty interests on global sales of four different healthcare products (the “ Royalty Acquisition ”), and the exclusive supply and distribution licensing agreement with Saladax Biomedical, Inc., pursuant to which HLS became the exclusive Canadian distributor of certain of Saladax’s MyCare™ Psychiatry line of products.
Capital Structuring and Financing	10%	10%	Payout was based on the Company’s actual performance related to successfully amending the Company’s existing credit agreement to provide more favourable terms and conditions, and securing additional borrowing in connection with financing the Royalty Acquisition.
Financial and Commercial Performance	35%	10%	Payout was based on the Company’s actual performance related to achieving specific financial and commercial objectives, including market share gains, revenue growth and operating results.
Operational Accomplishments	40%	21%	Final payout was based on the Company’s actual performance related to achieving various operational and development milestones that had impact in 2020 and subsequent years, including, but not limited to: (i) sales force hiring and retention; (ii) Vascepa private payer reimbursement and ceiling price accomplishments; (iii) approval of PERSERIS by Health Canada; and (iv) CSAN Pronto deployment.

On an aggregate basis, the annual scorecard results represented 59% of the target award for each NEO.

Long-term incentives

Long-term incentive compensation is a fundamental component of HLS’s executive compensation program. HLS utilizes long-term incentive compensation, in the form of Options and PSUs, to strengthen retention and align compensation with returns to Shareholders.

Options are granted annually by the Board, in quantities based in part on consideration of recommendations provided to the C&G Committee by GGA, and to ensure compensation for HLS’s NEOs that is competitive to suitable peers in the marketplace. In 2020, Option grants were made to NEOs and Directors, at a level lower than target grant levels, to ensure sufficient room to enable a company-wide grant of Options to all permanent employees, and to further stay within the limits set out in the Stock Option Plan. This prudent action, together with the Plan Amendments, will allow HLS to continue to make grants under the Stock Option Plan in 2021 and future years.

For more information, see “– *Stock Option Plan and Other Incentive Plans – Stock Option Plan.*”

Historically, PSUs have been granted by the Board to the Company’s NEOs and selected additional key employees under the terms of the Company’s performance share unit plan (the “**Performance Share Unit Plan**”), in order to (i) promote a further alignment of interests between employees and the Shareholders of the Company; (ii) associate a portion of employees’ compensation with the returns achieved by Shareholders of the Company; and (iii) attract and retain employees with the knowledge, experience and expertise required by the Company. The Board has not made any PSU grants since 2018.

In 2020, the Board authorized the Performance Participation Plan and granted a total of 337,000 Participation Units thereunder. These awards will, subject to the satisfaction of the performance conditions, be settled in cash, based on performance measured at the end of the three year measurement period and will therefore be non-dilutive to Shareholders. For more information, see “– *Stock Option Plan and Other Incentive Plans – Performance Participation Plan.*”

Stock Option Plan and Other Incentive Plans

Stock Option Plan

The Company's stock option plan was amended and restated on May 22, 2018, and received Shareholder approval on June 22, 2018. The stock option plan was further amended and restated on January 25, 2019, in order to make certain changes necessary in connection with the Company's graduation to the TSX on February 7, 2019. On May 5, 2021, the Board approved, subject to final approval of the TSX and, where required, Shareholder approval, certain amendments to the Stock Option Plan. For a description of the Plan Amendments, see "*Approval of Amendments to the Stock Option Plan and Unallocated Options*" in this Circular.

The following summary of the Stock Option Plan, as amended to reflect the Plan Amendments, is intended as a summary only and does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the full text of the Stock Option Plan, which is set out in Annex B to this Circular.

The Stock Option Plan is a fundamental component of HLS's executive compensation program. The primary purposes of the Stock Option Plan are (i) to promote an alignment of interests of the officers, employees and consultants of the Company and its subsidiaries with those of the Shareholders; (ii) to associate officers' and employees' compensation with the returns achieved by Shareholders; and (iii) to attract and retain employees with the knowledge, experience and expertise required by the Company and its subsidiaries.

The Stock Option Plan provides for awards of Options. The plan is open to officers, employees and consultants engaged by HLS or its affiliates. It provides that the Board has the authority to determine the individuals to whom Options will be granted, the number of Options to be granted and the vesting and other terms and conditions of such grants. The Stock Option Plan also provides that in no event may an Option remain exercisable beyond the tenth anniversary of the date of grant.

Subject to adjustment in connection with a reorganization or recapitalization of the Company, the total number of Common Shares reserved and available for grant and issuance pursuant to the Stock Option Plan shall be a rolling number equal to 10% of the total number of issued and outstanding Common Shares calculated from time to time at the Date of Grant of a particular Option. Any Common Shares that are subject to Options that have been granted and that are subsequently cancelled or terminated for any reason without having been exercised will again be available for grant and issuance in connection with future Options granted under the Plan. At all times the Company is required to reserve and keep available a sufficient number of Common Shares as will be required to satisfy the requirements of all outstanding Options granted under the Stock Option Plan.

Notwithstanding the foregoing, the Stock Option Plan provides that no Options may be granted to (a) any insiders of the Company if the total number of Common Shares issuable to all insiders under the Stock Option Plan or any other security-based compensation arrangement of HLS would exceed 10% of the then issued and outstanding Common Shares, (b) any insiders of the Company if the total number of Common Shares issued to all insiders of the Company within any one year period under the Stock Option Plan or any other security-based compensation arrangement of HLS would exceed 10% of the then issued and outstanding Common Shares and (c) any non-employee director of HLS (collectively, the "**Plan Restrictions**").

The Board has the discretion to make amendments which it may deem necessary, without having to obtain Shareholder approval, provided that, among other things, no such amendment would be made to the extent that such amendment would materially adversely affect the existing rights of a participant with respect to any then outstanding awards, as determined by HLS acting in good faith, without such participant's consent in writing. The Board has the authority to make the following amendments, without requiring Shareholder approval: (a) amendments to the terms and conditions of the Stock Option Plan that are necessary to ensure that it complies with applicable law and regulatory requirements, including the requirements of any applicable stock exchange; (b) amendments respecting the administration of or (subject to the requirement for Shareholder approval of any amendment that may introduce, re-introduce, broaden or increase the participation of non-employee directors in the Stock Option Plan) eligibility for participation in the Stock Option Plan (except any amendment that would introduce, re-introduce, broaden or increase the participation of non-employee directors); (c) amendments respecting the terms and conditions on which Options may be granted, including relating to the term of such an Option and the vesting schedule; (d) the addition of, and any subsequent amendment to, a financial assistance provision; (e) amendments that are of a "housekeeping" nature and (f) any other amendments that do not require shareholder approval under applicable laws or the requirements of an applicable stock exchange. The Stock Option Plan also provides that Shareholder approval is required in the case of, among other things: (i) any amendment to the maximum number or percentage of Common Shares issuable under the plan; (ii) any amendment to the amendment provisions of the Stock Option Plan that would grant additional powers to the Board to amend the Stock Option Plan or entitlements thereunder without the approval of Shareholders; (iii) any amendment to or reduction in the exercise price of Options; (iv) any extension to the term of Options held by Insiders (as defined in the Stock Option Plan); (v) any change to the categories of individuals eligible to receive grants under the Stock Option Plan where such change may introduce, re-introduce, broaden or increase the participation of non-employee directors in the Stock Option Plan; (vi) any

amendment to the restrictions contained in the Stock Option Plan on the transferability of Options; and (vii) any change to the Plan Restrictions.

Options are generally granted with an exercise price equal to the last reported sale price of the Common Shares on the TSX (or, prior to the graduation to the TSX, on the TSXV) preceding the date of grant and, with the exception of certain Options granted prior to the completion of the Arrangement, generally vest over a four year period and have a seven year term to expiry. Options are not transferable or assignable, other than by will or by the laws of descent and distribution. The Company does not provide any financial assistance to holders of Options.

In the event that a holder of Options ceases to be employed by or to provide services to the Company (other than by reason of death, disability or termination for cause), the Options held by such holder shall cease to vest upon such cessation of employment or services, and any Options held by such holder that have vested will expire on the earlier of the 90th day following the termination of employment or provision of service and the initial expiry date of such Options, and Options held by such holder that have not vested will expire upon the termination of employment or provision of service.

Founder Performance Share Unit Agreements

HLS entered into performance share unit agreements with each of William Wells, Greg Gubitz, Gilbert Godin and Joe MacLean (each, a “**Founder PSU Grantee**”) on June 25, 2015, as amended, pursuant to which each Founder PSU Grantee was granted 260,000 performance share units (each, a “**Founder PSU**”). The first three tranches of the Founder PSUs, representing in aggregate 75% (or 195,000) of the Founder PSUs granted to each Founder PSU Grantee, did not vest and were forfeited on June 25, 2019 as a result of the failure to achieve the share price vesting condition. The fourth and final tranche of 25% (or 65,000) of the Founder PSUs did not vest and were forfeited on June 25, 2020 as a result of the failure to achieve the share price vesting condition. No Founder PSUs remain outstanding.

Performance Share Unit Plan

The Board adopted the Performance Share Unit Plan on May 22, 2018. Under the Performance Share Unit Plan, a maximum of 600,000 PSUs may be granted and, in August 2018 the Company granted 600,000 PSUs under the Performance Share Unit Plan. Each PSU entitles the holder to receive a cash payout, up to a maximum payout of C\$20.00 per PSU, if the terms and conditions of the PSU, including those described below, are met. Unless otherwise determined by the Board, the Performance Share Unit Plan will be administered by the C&G Committee. Unless otherwise determined by the Board or the C&G Committee and set out in a grant agreement, PSUs will vest based on performance metrics tied to the volume weighted average price of the Common Shares over the 90 trading days prior to the end of the 36th month following the grant date, according to the following table:

Reference Volume-Weighted Average Price	Vesting*
C\$20.00 or higher	100% of Target PSUs Vest
C\$18.00	50% of Target PSUs Vest
C\$15.00	25% of Target PSUs Vest
Less than C\$15.00	0% of Target PSUs Vest
* Vesting of PSUs between the Reference Volume-Weighted Average Prices outlined above will be based on linear interpolation between each such reference price.	

The Performance Share Unit Plan provides that the C&G Committee may make proportionate adjustments to the PSUs in the event of certain changes in the capital of the Company. Each PSU Agreement provides that any unvested PSUs vest on the effective date of any change of control of HLS.

Performance Participation Plan

The Board adopted the Performance Participation Plan on August 5, 2020. The purposes of the Performance Participation Plan are to motivate executives and other key employees and consultants to contribute to the long-term growth of the Company and to attract and retain employees with the knowledge, experience and expertise required by the Company.

Under the Performance Participation Plan, the Board may grant to participants Participation Units that entitle holders to a distribution of a proportionate share of the target amount set by the Board (the “**Target Incentive Pool**”) if the applicable performance conditions are satisfied over the specified measurement period (the “**Performance Period**”), and a maximum amount that may be available for distribution to all participants in the aggregate (the “**Maximum Incentive Pool**”) if the performance conditions for such Performance Period are exceeded. At the end of the applicable Performance Period, the Board determines the Company’s performance for the Performance Period relative to the performance conditions (the “**Performance Factor**”).

The Board has the authority to administer the Performance Participation Plan and to make grants of Participation Units to employees, officers and consultants who are eligible to participate in the Performance Participation Plan, on such terms and conditions as it deems advisable.

In November 2020, the Company made a grant of 337,000 Participation Units under the Performance Participation Plan, with a Target Incentive Pool of C\$3,370,000 and a Maximum Incentive Pool of C\$6,740,000. The Performance Period for such grants is from November 9, 2020 to November 8, 2023, and the performance conditions set out below apply with the following weighting and criteria:

- 1) **Performance Relative to S&P/TSX Small Cap Index.** The Company’s total shareholder return (the “**HLS TSR**”) over the Performance Period relative to the total shareholder return of the S&P/TSX Small Cap Index over the same period (the “**S&P/TSX Small Cap TSR**”) shall be weighted at 75%. If the HLS TSR for this period exceeds the S&P/TSX Small Cap TSR for the Performance Period by five percent, the Performance Factor shall be 100%. If the HLS TSR exceeds the S&P/TSX Small Cap TSR for the Performance Period by at least 20%, the Performance Factor shall be 200%.
- 2) **Performance Relative to NASDAQ Small Cap Pharmaceuticals Index.** The HLS TSR relative to the total shareholder return of the NASDAQ US Small Cap Pharmaceuticals Index over the Performance Period (the “**NASDAQ Small Cap Pharma TSR**”) shall be weighted at 25%. If the HLS TSR for the period exceeds the NASDAQ Small Cap Pharma TSR by 5%, the Performance Factor shall be 100%. If the HLS TSR exceeds the corresponding NASDAQ Small Cap Pharma TSR by at least 20%, the Performance Factor shall be 200%.

Performance Level	S&P/TSX Small Cap Index (75% Weighting)	NASDAQ Small Cap Pharmaceuticals Index (25% Weighting)
20% or more above index	200% of Target (C\$5,055,000)	200% of Target (C\$1,685,000)
5% above index	100% of Target (C\$2,527,500)	100% of Target (C\$842,500)
Equal to index	67% of Target (C\$1,693,425)	67% of Target (C\$564,475)
Minimum Performance = Lesser of HLS TSR that is 5% below Index or HLS TSR of 35%	33% of Target (C\$834,075)	33% of Target (C\$278,025)
Below Minimum Performance	0% of Target (\$0)	0% of Target (\$0)
* Vesting of Participation Units between the Relative TSR performance levels outlined above will be based on linear interpolation between each performance levels. In addition, payouts are capped at no more than 200% of the Target grant value for each eligible employee.		

The Participation Units granted in 2020 are subject to certain additional requirements, including: If HLS TSR performance is below the Minimum Performance conditions, no payment will be made in respect of such Participation Units. For HLS TSR performance at or above the Minimum Performance conditions, there will be interpolation within the ranges. However, payout cannot exceed 100% if HLS TSR is negative, regardless of the level of outperformance relative to either benchmark index.

Additional Benefit Plans

NEOs in Canada and the United States are entitled to participate in employee group benefit plans offered by HLS to its employees, including HLS’s comprehensive group benefit plan administered by Sun Life Financial in Canada, and Independent Blue Cross in the United States. The Company does not offer a group employee benefit plan for employees in Barbados. As a result, the Company has purchased a separate employee benefit plan for Mr. Wells, which provides substantially similar benefits as provided to other HLS employees.

Summary Compensation Table

The following table sets forth information regarding compensation earned by each NEO in fiscal year 2020 for HLS’s last three completed fiscal years.

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$) ⁽⁷⁾	Non-equity incentive plan compensation (\$)		All other compensation (\$) ⁽⁹⁾	Total compensation (\$)
					Annual ⁽⁸⁾	LTIP		
Gilbert Godin ⁽¹⁾ Chief Executive Officer	2020	493,077	278,951	272,128	295,846	0	11,400	1,442,112
	2019	469,231	0	503,150	337,846	0	11,200	1,321,427
	2018	442,800	221,850	234,339	292,248	0	11,000	1,202,237
Tim Hendrickson ⁽²⁾⁽³⁾ Chief Financial Officer	2020	246,975	92,984	139,553	98,790	0	10,373	588,674
	2019	230,020	0	199,793	110,410	0	10,261	550,484
	2018	201,008	130,500	72,105	61,911	0	16,064	481,588
William Wells ⁽¹⁾⁽⁴⁾ Executive Chairman	2020	398,058	185,968	223,285	175,146	0	13,948	996,404
	2019	390,780	0	287,597	206,332	0	12,827	897,536
	2018	386,425	182,700	139,353	187,030	0	11,615	907,123
Sanjiv Sharma ⁽⁵⁾ Chief Commercial Officer	2020	320,532	92,984	139,553	128,213	0	11,400	692,682
	2019	309,348	0	131,498	148,487	0	11,200	600,534
	2018	296,027	130,500	90,738	130,252	0	11,000	658,518
Hemanth Varghese ⁽⁶⁾ Senior Vice President, Strategy and Operations	2020	265,623	83,685	66,985	106,249	0	10,373	532,915
	2019	261,740	0	109,597	125,635	0	10,261	507,233
	2018	258,355	130,500	53,796	113,676	0	10,226	566,553
Former Executive Officer								
Greg Gubitz ⁽¹⁾⁽²⁾ Former Chief Executive Officer	2020	385,393	209,214	272,128	223,789	0	1,323,933	2,414,457
	2019	468,772	0	503,150	337,516	0	12,748	1,322,185
	2018	438,647	221,850	234,339	289,507	0	38,094	1,222,437

Notes:

- (1) Mr. Wells received no compensation for his service as a director of HLS and Former HLS during the years ended December 31, 2018, 2019 and 2020. Mr. Gubitz received no compensation for his service as a director of HLS and Former HLS during the years ended December 31, 2018, 2019 and for the period beginning on January 1, 2020 and ending on September 30, 2020. Mr. Gubitz retired from his position as CEO of HLS effective October 1, 2020 and his compensation reflects his salary for the fiscal year 2020 up to and including October 1, 2020 and includes a retirement payment of \$1,312,500 upon his retirement and \$12,411 that he received in respect of his role as a Director following such date. Mr. Godin received no compensation for his service as a director of Former HLS during the year ended December 31, 2018. Mr. Godin was appointed a Director of HLS on October 1, 2020 and received no compensation for his service as a Director of HLS for the year ended December 31, 2020.
- (2) Each of Messrs. Gubitz, Hendrickson and Varghese was paid in Canadian dollars, which have been converted from Canadian dollars to U.S. dollars at exchange rates based on the annual exchange rate reported by the Bank of Canada, being, US\$0.7718 per C\$1.00 for the year ended December 31, 2018, US\$0.7536 per C\$1.00 for the year ended December 31, 2019 and US\$0.7484 per C\$1.00 for the year ended December 31, 2020.
- (3) Mr. Hendrickson was promoted from Vice President, Finance & Administration to Chief Financial Officer of HLS on September 6, 2018.
- (4) Mr. Wells is employed by the Company's subsidiary Heritage Life Sciences (Barbados) Inc.
- (5) Mr. Sharma is employed by the Company's subsidiary HLS Therapeutics (USA), Inc. Mr. Sharma was promoted from Vice President, Commercial Operations to Chief Commercial Officer on September 6, 2018.
- (6) Mr. Varghese was promoted from Head, Corporate Development and Strategy to Senior Vice-President, Strategy and Operations on April 1, 2021.
- (7) The grant date fair value of option-based awards was determined using the Black-Scholes option pricing model in accordance with International Financial Reporting Standards, which is the same method used for determining accounting fair value. The Black-Scholes model was selected as it is a widely used financial method for determining the fair value of Options. The assumptions used in the calculation of the fair value of Options include volatility of 42% and expected average life of 7 years for options granted on August 22, 2018, June 7, 2019 and November 9, 2020, and 10 years for options granted on March 12, 2018. Any difference between the estimated grant date fair value and the accounting fair value is due to the use of different assumptions.
- (8) Amounts represent short-term incentive plan compensation earned in each year.
- (9) For Mr. Gubitz, the amount for 2020 includes a retirement payment of \$1,312,500 upon his retirement as CEO. This retirement allowance was provided to Mr. Gubitz to recognize his significant contribution to HLS as a founder and CEO from inception as a privately-held company through listing on the TSX, and in consideration of his support and orderly transition of the CEO role to Mr. Godin over the course of 2020. For Mr. Wells, these amounts

represent payments to an individual health plan. For Messrs. Gubitz, Hendrickson and Varghese, these amounts represent contributions made by HLS in respect of their participation in HLS's deferred profit-sharing plan and to their retirement savings plans. For Messrs. Godin and Sharma, these amounts represent contributions made by HLS to their 401(k) retirement plans.

Outstanding Option-Based and Share-Based Awards

The following table sets out all option-based awards outstanding as of December 31, 2020 for all NEOs of HLS. The value of unexercised in-the-money options and payout value of PSUs that have not vested is based on a closing share price of C\$18.00 on December 31, 2020 and an exchange rate of US\$0.7854 per C\$1.00, being the rate reported by the Bank of Canada for December 31, 2020.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)	Number of PSUs and that have not vested (#) ^{(1) (2)}	Market or payout value of PSUs and that have not vested (\$) ^{(1) (2)}	Market or payout value of vested PSUs not paid out or distributed (\$)
Gilbert Godin	253,308	\$10.00	11-Aug-25	1,048,695	145,000	1,082,281	0
	94,112	C\$8.34	22-Aug-25	714,288			
	106,826	C\$15.55	7-Jun-26	205,857			
	65,000	C\$15.56	9-Nov-27	124,746			
Tim Hendrickson	28,958	C\$8.34	22-Aug-25	219,784	70,000	530,930	0
	42,419	C\$15.55	7-Jun-26	81,743			
	12,000	\$10.00	30-Mar-27	49,680			
	25,000	C\$15.56	9-Nov-27	47,979			
William Wells	253,308	\$10.00	11-Aug-25	1,048,695	110,000	826,241	0
	55,695	C\$8.34	22-Aug-25	422,712			
	61,061	C\$15.55	7-Jun-26	117,666			
	40,000	C\$15.56	9-Nov-27	76,767			
Sanjiv Sharma	15,246	\$10.00	11-Aug-25	63,118	70,000	530,930	0
	27,027	C\$8.34	22-Aug-25	205,129			
	27,919	C\$15.55	7-Jun-26	53,801			
	12,000	\$10.00	30-Mar-27	49,680			
	5,875	\$9.25	12-Mar-28	28,729			
	25,000	C\$15.56	9-Nov-27	47,979			
Hemanth Varghese	21,605	C\$8.34	22-Aug-25	82,800	68,000	517,107	0
	23,269	C\$15.55	7-Jun-26	163,977			
	20,000	\$10.00	21-Sep-27	44,840			
	12,000	C\$15.56	9-Nov-27	23,030			
Former Executive Officer:							
Greg Gubitz	253,308	\$10.00	11-Aug-25	1,048,695	130,000	1,082,281	0
	94,112	C\$8.34	22-Aug-25	714,288			
	106,826	C\$15.55	7-Jun-26	205,857			
	48,750	C\$15.56	9-Nov-27	93,560			

Notes:

- (1) The 2018 PSU vesting is subject to a 36 month cliff vest of 0%, or a range from 25% to 100% depending on certain performance metrics being achieved prior to August 17, 2021. The 2018 PSU payout will be zero in 2021 if performance is below the minimum threshold. See "Performance Share Unit Plan" above.

- (2) The 2020 PSU vesting is subject to a 36 month cliff vest of 0% or a range from 33% to 200% depending on certain performance metrics being achieved prior to November 8, 2023. The 2020 PSU payout will be zero in 2023 if performance is below the minimum threshold and the 2020 PSU payout will be capped at 100% if HLS TSR is negative. See “Performance Share Unit Plan” above.

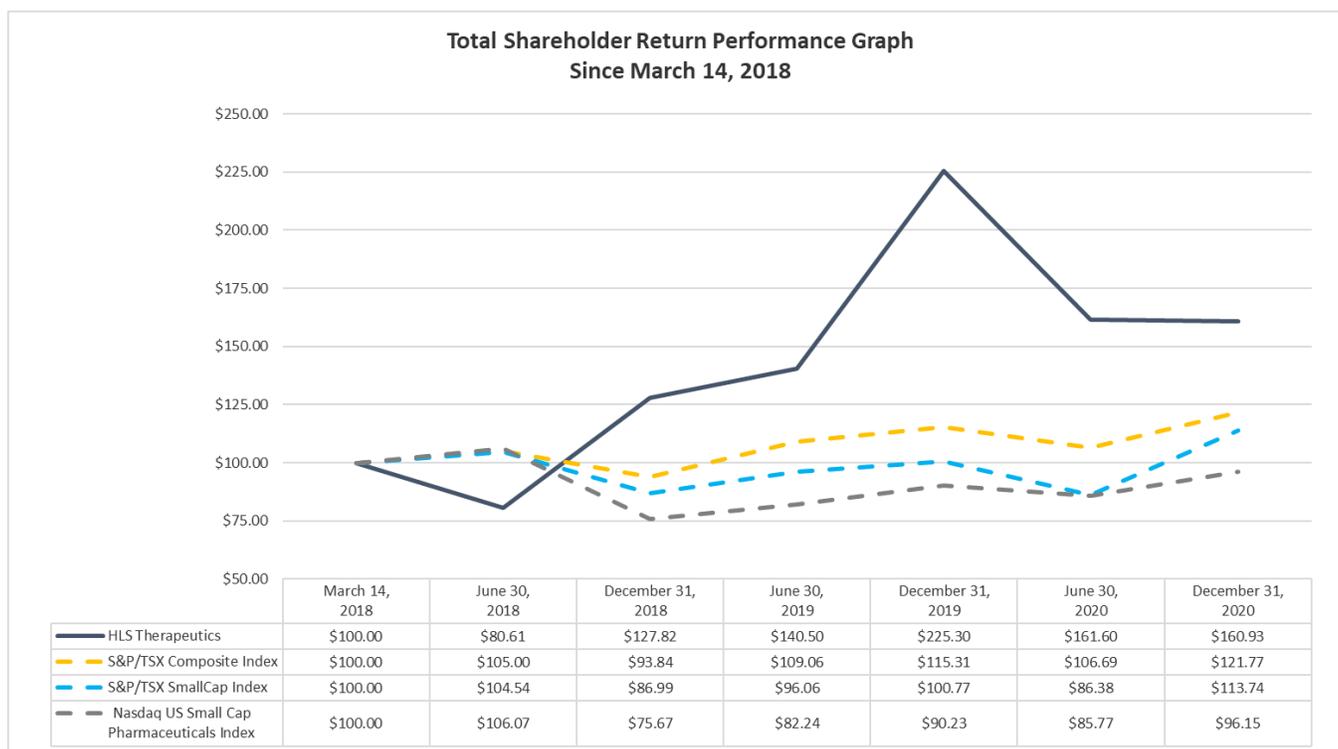
Value on Pay-Out or Vesting of Incentive Plan Awards

The table below sets out all incentive compensation held by all NEOs of HLS that vested during the year ended December 31, 2020 or was earned during the year ended December 31, 2020 but had not been paid out as of December 31, 2020.

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Gilbert Godin	211,573	0	295,846
William Wells	123,691	0	175,146
Tim Hendrickson	82,295	0	98,790
Sanjiv Sharma	74,946	0	128,213
Hemanth Varghese	50,030	0	106,249
Former Officer			
Greg Gubitza	211,573	0	223,789

Performance Graph

The following graph compares the total cumulative shareholder return for \$100 invested in HLS Common Shares (with any cash dividends reinvested into Common Shares) on the TSXV and TSX with the S&P/TSX Composite Total Return Index, S&P/TSX SmallCap Total Return Index and NASDAQ Small Cap Pharmaceuticals Total Return Index for the period commencing March 14, 2018 and ending December 31, 2020.



During the period above, total shareholder returns for HLS were approximately 60.9%, compared to 21.8% for the S&P/TSX Composite Index, 13.7% for the S&P/TSX Small Cap Total Return Index and -3.8% for the NASDAQ Small Cap

Pharmaceuticals Total Return Index. During that same period, the total compensation received by HLS's NEOs has been positioned below the median of the Company's peer group, with the intention to move competitive compensation levels towards the median over a multi-year period to reflect, among other things, the achievement of strategic initiatives and the corresponding increase in total shareholder return. HLS has generally increased NEO compensation to reflect its growth and movement towards market median over this time, which is in alignment with the Company's over-performance when compared to market. Short-term incentive payouts did fall in 2020, as a reflection of the Company's financial and operational performance, which was impacted by the COVID-19 pandemic.

Compensation Risk Oversight and Assessment

The Board believes the current structure of the Company's executive compensation arrangements is focused on long-term value and is designed to correlate to the long-term performance of the Company. It is the practice of the C&G Committee and the Board to consider all factors related to an executive's performance, including risk taking and any risk-mitigation efforts, in determining compensation. For example the STIP is based on a balanced approach to measuring corporate performance and the annual payouts are capped at 150% of target. In addition, a substantial portion of the executive compensation is subject to company performance and long-term vesting conditions with the cash-settled Performance Participation Plan requiring HLS TSR performance to exceed benchmarks to reach target payout of 100%, limiting payouts at no more than 200% of the target grant value to provide cost certainty and limiting payout to no more than 100% of the target if HLS TSR is negative, regardless of relative outperformance of the benchmarks.

All employees, including NEOs and directors, are prohibited from purchasing financial instruments (including 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.

Termination and Change of Control Benefits for NEOs

Gilbert Godin. Mr. Godin is party to an employment agreement with HLS Therapeutics (USA), Inc., a subsidiary of the Company. Mr. Godin's base salary, effective as of April 1, 2021, is \$550,000 and his target short-term incentive compensation is 75% of his base salary. Mr. Godin is entitled to terminate his employment without good reason by providing no less than 90 days' written notice to HLS. Under his employment agreement, if HLS terminates Mr. Godin's employment without cause or Mr. Godin terminates his employment for good reason, Mr. Godin is entitled to (i) a lump sum payment equal to two times his base salary and two times his target level of annual short-term incentive compensation, (ii) a pro-rated portion of his short-term incentive compensation for the year in which his employment was terminated and (iii) the continuation of benefits for a period of 18 months following termination (or, at Mr. Godin's option, pay in lieu of such coverage). Under the terms of his employment agreement, Mr. Godin has agreed (i) not to disclose, other than in the normal and proper course of his employment, any confidential or proprietary information relating to HLS's operations or business and (ii) for a period of 12 months following the termination of his employment, not to compete with HLS in Canada or the U.S. Except as otherwise disclosed, Mr. Godin is not entitled to any benefits or payments on a change of control of HLS.

Tim Hendrickson. Mr. Hendrickson is party to an employment agreement with HLS. Pursuant to the terms of his employment agreement, Mr. Hendrickson's base salary, effective as of April 1, 2021, is \$290,000 and his target short-term incentive compensation is 50% of his base salary. Under his employment agreement, if HLS terminates Mr. Hendrickson's employment without cause or Mr. Hendrickson terminates his employment for good reason, Mr. Hendrickson is entitled to (i) a lump sum payment ranging from two to twelve times his monthly salary and a percentage of his target level of annual short-term incentive compensation ranging from 0% - 50%, in each case depending on length of service, (ii) a pro-rated portion of his short-term incentive compensation for the year in which his employment was terminated and (iii) the continuation of benefits for the period of severance following termination (or, at Mr. Hendrickson's option, pay in lieu of such coverage). In the event of a change of control resulting in the involuntary termination of Mr. Hendrickson without cause by HLS or by Mr. Hendrickson for good reason, which termination occurs within the first 12 months of a change of control and subject to certain conditions being met, Mr. Hendrickson is entitled to, in addition to any benefits or compensation accrued and target incentive compensation earned and due to Mr. Hendrickson but not yet paid as of the termination date: a lump sum payment equal to one times his base salary, plus one times the annual target incentive compensation, any unvested equity compensation awards shall be automatically accelerated and be 100% vested and exercisable in accordance with the terms of the stock option plan and benefits for a period of one year.

William Wells. Mr. Wells is party to an employment agreement with Heritage Life Sciences (Barbados) Inc., a subsidiary of the Company. Mr. Wells' cumulative base annual earnings, effective as of April 1, 2021, are \$405,000 and his target short-term incentive compensation is 55% of his base annual earnings. Mr. Wells is entitled to terminate his employment without good reason by providing no less than 90 days' written notice to HLS. Under his employment agreement, if HLS terminates Mr. Wells' employment without cause or Mr. Wells terminates his employment for good reason, Mr. Wells is entitled to (i) a lump sum payment equal to two times his base salary and two times his target level of annual short-term incentive compensation, (ii) a pro-rated portion of his short-term incentive compensation for the year in which his employment

was terminated and (iii) the continuation of benefits for a period of 18 months following termination (or, at Mr. Wells' option, pay in lieu of such coverage). Under the terms of his employment agreement, Mr. Wells has agreed (i) not to disclose, other than in the normal and proper course of his employment, any confidential or proprietary information relating to HLS's operations or business and (ii) for a period of 12 months following the termination of his employment, not to compete with HLS in Canada or the U.S. Except as otherwise disclosed, Mr. Wells is not entitled to any benefits or payments on a change of control of HLS.

Sanjiv Sharma. Mr. Sharma is subject to an employment agreement with HLS Therapeutics (USA), Inc., a subsidiary of the Company. Pursuant to the terms of his employment agreement, Mr. Sharma's base salary, effective as of April 1, 2021, is \$350,000 and his target short-term incentive compensation is 50% of his base salary. Under his employment agreement, if HLS terminates Mr. Sharma's employment without cause or Mr. Sharma terminates his employment for good reason, Mr. Sharma is entitled to: (i) a lump sum payment ranging from three to twelve times his monthly salary and a percentage of his target level of annual short-term incentive compensation ranging from 0% - 75%, in each case depending on length of service, and (ii) a pro-rated portion of his short-term incentive compensation for the year in which his employment was terminated. In the event of a change of control resulting in the involuntary termination of Mr. Sharma without cause by HLS or by Mr. Sharma for good reason, which termination occurs within the first 12 months of a change of control and subject to certain conditions being met, Mr. Sharma is entitled to, in addition to any benefits or compensation accrued and target incentive compensation earned and due to Mr. Sharma but not yet paid as of the termination date: a lump sum payment equal to one times his base salary, plus one times the annual target incentive compensation, any unvested equity compensation awards shall be automatically accelerated and be 100% vested and exercisable in accordance with the terms of the Stock Option Plan and benefits for a period of one year.

Hemanth Varghese. Mr. Varghese is party to an employment agreement with HLS. Pursuant to the terms of his employment agreement, Mr. Varghese's base salary, effective as of April 1, 2021, is \$299,763 and his target short-term incentive compensation is 50% of his base salary. Under his employment agreement, if HLS terminates Mr. Varghese's employment without cause or Mr. Varghese terminates his employment for good reason, Mr. Varghese is entitled to (i) a lump sum payment ranging from three to twelve times his monthly salary and a percentage of his target level of annual short-term incentive compensation ranging from 0% - 100%, in each case depending on length of service, (ii) a pro-rated portion of his short-term incentive compensation for the year in which his employment was terminated and (iii) the continuation of benefits for the period of severance following termination. In the event of a change of control resulting in the involuntary termination of Mr. Varghese without cause by HLS or by Mr. Varghese for good reason, which termination occurs within the first 12 months of a change of control and subject to certain conditions being met, Mr. Varghese is entitled to, in addition to any benefits or compensation accrued and target incentive compensation earned and due to Mr. Varghese but not yet paid as of the termination date: a lump sum payment equal to two times his base salary, plus two times the annual target incentive compensation, any unvested equity compensation awards shall be automatically accelerated and be 100% vested and exercisable in accordance with the terms of the stock option plan and benefits for a period of one year.

Greg Gubitz. Mr. Gubitz retired from his position as CEO of the Company on October 1, 2020. Prior to his retirement, Mr. Gubitz's employment contract provided for certain benefits in the event of his termination, including (i) a lump sum payment equal to two times his base salary and two times his target level of annual short-term incentive compensation, (ii) a pro-rated portion of his short-term incentive compensation for the year in which his employment was terminated and (iii) the continuation of benefits for a period of two years following termination (or, at Mr. Gubitz's option, pay in lieu of such coverage). In connection with his retirement and transition to being a Board member only at HLS, Mr. Gubitz was provided a retirement allowance of \$1,312,500. This retirement allowance was provided to Mr. Gubitz to recognize his significant contribution to HLS as a-founder and CEO from inception as a privately-held company through listing on the TSX, and in consideration of his support and orderly transition of the CEO role to Mr. Godin over the course of 2020.

The table below sets out details of the estimated incremental payments from HLS to each of the NEOs if such NEO had been terminated without cause or had terminated his employment for good reason on December 31, 2020:

NEO	Lump Sum Payment (\$)	Prorated STIP Payment (\$)	Benefits Continuation (\$)	Total (\$)
Gilbert Godin	1,750,000	295,846	44,859	2,090,705
Tim Hendrickson	260,416	98,790	5,127	363,230
William Wells	1,240,000	175,146	20,922	1,436,068
Sanjiv Sharma	446,875	128,213	31,083	606,171
Hemanth Varghese	400,020	106,249	6,152	512,421

Securities Authorized for Issuance under Equity Compensation Plans

The following table sets out information as at May 17, 2021 with respect to compensation plans under which equity securities of HLS are authorized for issuance to employees and others.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (percentage of issued and outstanding Common Shares)	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (percentage of issued and outstanding Common Shares) (excluding securities reflected in column a)
Equity compensation plans approved by securityholders (Stock Option Plan) ⁽¹⁾	2,924,937 (9.1%)	10.04	274,677 (0.9%)
Total	2,924,937 (9.1%)	10.04	274,677 (0.9%)

Note:

(1) Reflects Common Shares issuable pursuant to the Company's existing Stock Option Plan, see "Statement of Executive Compensation – Stock Option Plan and Other Incentive Plans – Stock Option Plan."

Security Based Award Burn Rate for the Last Three Years

Pursuant to TSX rules, HLS is required to calculate and disclose the annual "burn rate" for the three most recently completed financial years. The annual burn rate is equal to the number of Options granted in the applicable year, divided by the weighted average number of Common Shares outstanding in that year, expressed as a percentage. The Company's average burn rate over the last three financial years is 2.0%.

As of December 31	2020	2019	2018
Number of Options issued	507,250	590,480	629,510
Weighted average number of Common Shares outstanding	31,713,592	29,360,830	26,952,523
Burn rate	1.6%	2.0%	2.3%

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No Directors, executive officers or proposed nominees for election as Directors (or any associates thereof) are indebted to the Company and the Company has not guaranteed or otherwise agreed to provide assistance in the maintenance or servicing of any indebtedness of any Director, executive officer or proposed nominee for election as a Director (or any associates thereof).

AUDIT COMMITTEE INFORMATION

In accordance with NI 52-110, additional information regarding the Company's audit committee may be found under the heading "Auditor and Audit Committee Information" in the Company's annual information form for the year ended December 31, 2020, which is available under the Company's SEDAR profile at www.sedar.com.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

HLS is not aware of any material interest, direct or indirect, of: (i) any informed person of HLS or any associate or affiliate of any informed person, in any transaction since the commencement of HLS's most recently completed financial year, or in any proposed transaction, that has materially affected or would materially affect HLS or any of its subsidiaries; or (ii) any person who has been a Director or executive officer of HLS at any time since the beginning of the last financial year, or any associate or affiliate of any such person, in any matter to be acted upon at the Meeting.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found on the Company's profile on the SEDAR website at www.sedar.com. Additional financial information is provided in the audited consolidated financial statements and management's discussion and analysis of HLS for the year ended December 31, 2020 and in the unaudited consolidated financial statements and management's discussion and analysis of the Company for the three-month period ended March 31, 2021. Copies of this Circular, the audited consolidated financial statements of the Company as at and for the year ended December 31, 2020, and related management's discussion and analysis, and the unaudited consolidated financial statements of the Company for the three-month period ended March 31, 2021, and related management's discussion and analysis, may be obtained without charge by writing to the Corporate Secretary of the Company at 10 Carlson Court, Suite 701, Etobicoke Ontario, M9W 6L2.

APPROVAL OF THE DIRECTORS

The contents of this Circular and the sending thereof to the Shareholders of the Company have been approved by the Board.

Dated at Toronto, Ontario, this 18th day of May, 2021.

BY ORDER OF THE BOARD OF DIRECTORS OF HLS THERAPEUTICS INC.

"Ryan C. Lennox"

RYAN C. LENNOX
Corporate Secretary and Senior Vice President, Legal, HR and Compliance

ANNEX A

BOARD MANDATE

1. Purpose

The members of the Board of Directors (the “Board”) have the duty to supervise the management of the business and affairs of HLS Therapeutics Inc. (the “Company”). The Board, directly and through its committees and the chair of the Board (the “Chair”), shall provide direction to senior management, generally through the Chief Executive Officer, to pursue the best interests of the Company.

2. Duties and Responsibilities

The Board shall have the specific duties and responsibilities outlined below.

Strategic Planning

(a) **Strategic Plans**

The Board will adopt a strategic plan for the Company. At least annually, the Board shall review and, if advisable, approve the Company’s strategic planning process and the Company’s annual strategic plan. In discharging this responsibility, the Board shall review the plan in light of management’s assessment of emerging trends, the competitive environment, the opportunities for the business of the Company, risk issues, and significant business practices and products.

(b) **Business and Capital Plans**

At least annually, the Board shall review and, if advisable, approve the Company’s annual business and capital plans as well as policies and processes generated by management relating to the authorization of major investments and significant allocation of capital.

(c) **Monitoring**

At least annually, the Board shall review management’s implementation of the Company’s strategic, business and capital plans. The Board shall review and, if advisable, approve any material amendments to, or variances from, these plans.

Risk Management

(d) **General**

At least annually, the Board shall review reports provided by management of principal risks associated with the Company’s business and operations, review the implementation by management of appropriate systems to manage these risks, and review reports by management relating to the operation of, and any material deficiencies in, these systems.

(e) **Verification of Controls**

The Board shall verify that internal, financial, non-financial and business control and management information systems have been established by management.

Human Resource Management

(f) **General**

At least annually, the Board shall review a report of the Board’s Compensation and Governance Committee concerning the Company’s approach to human resource management and executive compensation.

(g) **Succession Review**

At least annually, the Board shall review the succession plans of the Company for the Chair, the Chief Executive Officer and other executive officers, including the appointment, training and monitoring of such persons.

(h) **Integrity of Senior Management**

The Board shall, to the extent feasible, satisfy itself as to the integrity of the Chief Executive Officer and other executive officers of the Company and that the Chief Executive Officer and other senior officers strive to create a culture of integrity throughout the Company.

Corporate Governance

(i) General

At least annually, the Board shall review a report of the Compensation and Governance Committee concerning the Company's approach to corporate governance.

(j) Director Independence

At least annually, the Board shall review a report of the Compensation and Governance Committee that evaluates the director independence standards established by the Board and the Board's ability to act independently from management in fulfilling its duties.

(k) Ethics Reporting

The Board has adopted a written Code of Business Conduct and Ethics (the "Code") applicable to directors, officers and employees of the Company. At least annually, the Board shall review the report of the Compensation and Governance Committee relating to compliance with, or material deficiencies from, the Code and approve changes it considers appropriate. The Board shall review reports from the Compensation and Governance Committee concerning investigations and any resolutions of complaints received under the Code.

(l) Board of Directors Mandate Review

At least annually, the Board shall review and assess the adequacy of its Mandate to ensure compliance with any rules of regulations promulgated by any regulatory body and approve any modifications to this Mandate as considered advisable.

Communications

(m) General

The Board has adopted a Disclosure Policy for the Company. At least annually, the Board, in conjunction with the Chief Executive Officer, shall review the Company's overall Disclosure Policy, including measures for receiving feedback from the Company's stakeholders, and management's compliance with such policy. The Board shall, if advisable, approve material changes to the Company's Disclosure Policy.

(n) Shareholders

The Company endeavors to keep its shareholders informed of its progress through periodic reports and press releases in accordance with applicable law and the principles of good governance and productive shareholder engagement. Directors and management meet with the Company's shareholders at the annual meeting and are available to respond to questions at that time. In addition, the Company shall maintain on its website a contact email address that will permit shareholders to provide feedback directly to the Chair of the Board.

3. Composition

General

The composition and organization of the Board, including: the number, qualifications and remuneration of directors; the number of Board meetings; Canadian residency requirements; quorum requirements; meeting procedures and notices of meetings are required by the *Business Corporations Act* (Ontario) (the "OBCA"), the *Securities Act* (Ontario) (the "Act") and the articles and by-laws of the Company, subject to any exemptions or relief that may be granted from such requirements.

Each director must have an understanding of the Company's principal operational and financial objectives, plans and strategies, and financial position and performance. Directors must have sufficient time to carry out their duties and not assume responsibilities that would materially interfere with, or be incompatible with, Board membership. Directors who experience a significant change in their personal circumstances, including a change in their principal occupation, are expected to advise the chair of the Compensation and Governance Committee.

Independence

A majority of the Board must be independent. "Independent" shall have the meaning, as the context requires, given to it in National Policy 58-201 *Corporate Governance Guidelines*, as may be amended from time to time.

4. Committees of the Board

The Board has established the following committees: the Compensation and Governance Committee, and the Audit Committee. Subject to applicable law, the Board may establish other Board committees or merge or dispose of any Board committee.

Committee Mandates

The Board has approved mandates for each Board committee and shall approve mandates for each new Board committee. At least annually, each mandate shall be reviewed by the Compensation and Governance Committee and any suggested amendments brought to the Board for consideration and approval.

Delegation to Committees

The Board has delegated to the applicable committee those duties and responsibilities set out in each Board committee's mandate.

Consideration of Committee Recommendations

As required by applicable law, by applicable committee mandate or as the Board may consider advisable, the Board shall consider for approval the specific matters delegated for review to Board committees.

Board/Committee Communication

To facilitate communication between the Board and each Board committee, each committee chair shall provide a report to the Board on material matters considered by the committee at the first Board meeting after the committee's meeting.

5. Meetings

The Board will meet as often as it considers appropriate to fulfill its duties, but in any event at least once per quarter. The Chair is primarily responsible for the agenda and for supervising the conduct of the meeting. Any director may propose the inclusion of items on the agenda, request the presence of, or a report by any member of senior management, or at any Board meeting raise subjects that are not on the agenda for that meeting.

Meetings of the Board shall be conducted in accordance with the Company's by-laws. Such by-laws may be amended from time to time in accordance with the requirements of the OBCA.

Secretary and Minutes

The Corporate Secretary, his or her designate or any other person the Board requests shall act as secretary of Board meetings. Minutes of Board meetings shall be recorded and maintained by the Corporate Secretary or his designee and subsequently presented to the Board for approval.

Meetings Without Management

The independent members of the Board shall hold regularly scheduled meetings, or portions of regularly scheduled meetings, at which non-independent directors and members of management are not present.

Directors' Responsibilities

Each director is expected to attend all meetings of the Board and any committee of which he or she is a member. Directors will be expected to have read and considered the materials sent to them in advance of each meeting and to actively participate in the meetings.

Access to Management and Outside Advisors

The Board shall have unrestricted access to management and employees of the Company. The Board shall have the authority to retain and terminate external legal counsel, consultants or other advisors to assist it in fulfilling its responsibilities and to set and pay the respective reasonable compensation of these advisors without consulting or obtaining the approval of any officer of the Company. The Company shall provide appropriate funding, as determined by the Board, for the services of these advisors.

Service on Other Boards and Audit Committee

Directors may serve on the boards of other public companies so long as these commitments do not materially interfere and are compatible with their ability to fulfill their duties as a member of the Board. Directors must advise the Chair in advance of accepting an invitation to serve on the board of another public company.

6. Management

Position Descriptions for Directors

The Board has approved position descriptions for the Chair, the Lead Director, and the chair of each Board committee. At least annually, the Board shall review such position descriptions.

Position Description for Chief Executive Officer

The Board has approved a position description for the Chief Executive Officer, which includes delineating management’s responsibilities. The Board has also approved the corporate goals and objectives that the Chief Executive Officer has responsibility for meeting. At least annually, the Board shall review a report of the Compensation Committee reviewing this position description and such corporate goals and objectives.

7. Director development and evaluation

Each new director shall participate in the Company’s initial orientation program and each director shall participate in the Company’s continuing director development programs. At least annually, the Board shall review the Company’s initial orientation program and continuing director development programs.

8. No Rights Created

This Mandate is a statement of broad policies and is intended as a component of the flexible governance framework within which the Board, assisted by its committees, directs the affairs of the Company. While it should be interpreted in the context of all applicable laws, regulations and listing requirements, as well as in the context of the Company’s Articles and by-laws, it is not intended to establish any legally binding obligations.

REVIEW AND APPROVAL			
Approved By:	Board of Directors	Adopted:	March 12, 2018

ANNEX B

STOCK OPTION PLAN

Amended and restated as of May 22, 2018, January 25, 2019 and May 5, 2021

1. **Purpose of the Plan**

The purpose of this HLS Therapeutics Inc. Stock Option Plan is to develop the interest of and provide an incentive to eligible employees, officers, directors and Consultants of the Corporation and its affiliates (including HLS Therapeutics (USA), Inc. and Heritage Life Sciences (Barbados) Inc.) in the Corporation's growth and development by granting from time to time to eligible employees, officers, directors and Consultants options to purchase Shares (as hereinafter defined), thereby advancing the interests of the Corporation and its shareholders.

2. **Definitions**

In this Plan:

- (a) "affiliate" has the meaning given to that term in the *Business Corporations Act* (Ontario);
- (b) "Board of Directors" means the Board of Directors of the Corporation;
- (c) "Blackout Period" means the period during which designated directors, officers and employees of the Corporation cannot trade the Shares pursuant to the Corporation's policy, if any, respecting restrictions on directors', officers' and employee trading which is in effect at that time;
- (d) "Cause" shall have the meaning of such term or an equivalent term as defined in a then-effective written agreement between the Optionee and the Corporation or such Subsidiary or affiliate or, in the absence of such then-effective written agreement and definition, is based on, in the determination of the Board of Directors (acting reasonably), the Optionee's: (i) refusal or failure to act in accordance with any specific, lawful direction or order of the Corporation, a Subsidiary or affiliate or, in the case of a Consultant, a material breach by the Consultant of the terms and conditions of the then-effective written agreement between such Consultant and the Corporation or Subsidiary or affiliate; (ii) performance of any act, or failure to perform any act, in bad faith and to the detriment of the Corporation, a Subsidiary or affiliate; (iii) dishonesty, intentional misconduct or material breach of any agreement with the Corporation, a Subsidiary or affiliate; (iv) commission of a crime involving dishonesty, moral turpitude, breach of trust, or physical or emotional harm to any person; (v) gross negligence, fraud, breach of fiduciary duty to the Corporation, a Subsidiary or affiliate; (vi) violation of Canadian and/or provincial securities laws or applicable U.S. federal or state securities laws or (vii) any other action constituting "cause" under applicable law or pursuant to an employment agreement or other similar agreement between Optionee, the Corporation, Subsidiary or affiliate;
- (e) "Change of Control" means:
 - (i) the acceptance of an offer by a sufficient number of holders of voting securities in the capital of the Corporation so that the offeror, together with persons acting jointly or in concert with the offeror, becomes entitled, directly or indirectly, to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation (provided that prior to the offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting securities in the capital of the Corporation);
 - (ii) the completion of a plan of arrangement, consolidation, reorganization, merger or amalgamation of the Corporation with or into any other entity, or otherwise resulting in the

exchange of the outstanding shares of the Corporation for securities or other consideration issued or caused to be issued by the acquiring entity or its subsidiaries, in each case, whereby the voting securityholders of the Corporation immediately prior to the arrangement, consolidation, reorganization, merger or amalgamation or other exchange of the outstanding shares of the Corporation receive 50% or less of the voting rights attaching to the outstanding voting securities of the consolidated, merged or amalgamated corporation;

- (iii) the completion of a sale, lease, transfer or other disposition, in a single transaction or series of related transactions, whereby all or substantially all of the undertakings and assets of the Corporation and its affiliates, on a consolidated basis, become the property of any entity which is not an affiliate of the Corporation; or
- (iv) the completion of the exclusive, irrevocable licensing, in a single transaction or series of related transactions, to an any entity which is not an affiliate of the Corporation of all or substantially all of the intellectual property of the Corporation and its affiliates, on a consolidated basis; and

for greater certainty, unless otherwise determined by the Board of Directors, a Change of Control will not include any transaction where the voting securityholders of the Corporation immediately prior to the transaction hold 50% or less of the voting rights attaching to the outstanding voting securities in the capital of the Corporation immediately following the transaction as a result of the issuance from treasury of voting securities or securities convertible into voting securities;

- (f) “Code” means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;
- (g) “Consultant” means a person, other than an employee or a director of the Corporation or of any affiliate of the Corporation, that:
 - (i) is engaged to provide on an ongoing *bona fide* basis, consulting, technical, management or other services to the Corporation or any affiliate of the Corporation, other than services provided in relation to a distribution (as such term is defined in the *Securities Act* (Ontario));
 - (ii) provides the services under a written contract with the Corporation or any affiliate of the Corporation;
 - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or any affiliate of the Corporation; and
 - (iv) has a relationship with the Corporation or any affiliate of the Corporation that enables such person to be knowledgeable about the business and affairs of the Corporation,

and includes, for an individual consultant who is not a U.S. Participant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

- (h) “Corporation” means HLS Therapeutics Inc.;
- (i) “Date of Grant” means, for any Option, the date specified by the Board of Directors at the time it grants the Option, or, if no such date is specified, the date upon which the Option was granted;
- (j) “Disability” means permanent and total disability as determined under procedures established by the Board of Directors for the purposes of this Plan (provided, however, that with respect to an

Incentive Stock Option, Disability means permanent and total disability as defined in Section 22(e)(3) of the Code);

- (k) “Exchange” means the TSX Venture Exchange, the Toronto Stock Exchange, The NASDAQ Global Select Market, The NASDAQ National Market, the New York Stock Exchange or any other stock exchange on which the Shares are listed and posted for trading or quoted;
- (l) “Exercise Date” means the date the Corporation receives from a Participant a completed Notice of Exercise form with payment for the Option Shares being purchased;
- (m) “Exercise Period” means, with respect to any Option Shares, the period during which a Participant may purchase such Option Shares;
- (n) “Fair Market Value” means, with respect to a particular date, the last reported sale price at which the Shares traded on the Exchange on such date or, if there is no reported sale price at which the Shares traded on the Exchange on such date, the last reported sale price at which the Shares traded on the Exchange prior to such date or, if the Shares are not traded on any Exchange, the value as determined by the Board of Directors in good faith, based on the reasonable application of a reasonable valuation method (that, if the Participant is a U.S. Participant, is not inconsistent with Section 409A of the Code) and taking into account applicable legal and tax requirements;
- (o) “Incentive Stock Option” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and, as such (and subject to the provisions of the Code), is an Option granted to U.S. Participants;
- (p) “Insiders” has the meaning ascribed thereto in the *Securities Act* (Ontario), other than a person who falls within that definition solely by virtue of being a director or senior officer of a Subsidiary, and includes an “associate” or “affiliate” (as such terms are defined in the Toronto Stock Exchange Company Manual) of an Insider;
- (q) “Management Company Employee” means an individual employed by a person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation;
- (r) “Non-Employee Director” means director of the Corporation who is neither (a) an employee or officer of the Corporation nor (b) a service provider (including a Consultant) of the Corporation (other than in the capacity of a director of the Corporation);
- (s) “Notice of Exercise” means the notice respecting the exercise of any Option, substantially in the form attached to an Option Agreement, duly executed by the Optionee or his or her legal representative (or alternatively providing equivalent notice of exercise by any other method made available by the Corporation, including electronically);
- (t) “Option” means a non-assignable and non-transferable option to purchase Shares granted pursuant to this Plan;
- (u) “Optionee” means a Participant who has been granted one or more Options;
- (v) “Option Agreement” means the form of Option Agreement annexed hereto as Exhibit “A”;
- (w) “Option Shares” means Shares which are subject to purchase upon the exercise of outstanding Options;
- (x) “Parent” means a “parent corporation” with respect to the Corporation, whether now or hereafter existing, as defined in Section 424(e) of the Code;

- (y) “Participant” means an employee, officer, director or Consultant of the Corporation or any of its affiliates;
- (z) “Plan” means the HLS Therapeutics Inc. Amended and Restated Stock Option Plan as set out herein;
- (aa) “Security-Based Compensation Arrangement” means a stock option, stock appreciation right, stock option plan, employee stock purchase plan, share unit plan, deferred share unit plan or any other compensation or incentive mechanism, in each case, involving the issuance or potential issuance of Shares to any employee or Insider of the Corporation or its affiliates, or one or more service providers, including a share purchase from treasury which is financially assisted by the Corporation or any of its affiliates by way of a loan, guaranty or otherwise;
- (bb) “Shares” means the common shares of the Corporation or a successor to the Corporation;
- (cc) “Subsidiary” means a “subsidiary corporation” with respect to the Corporation, whether now or hereafter existing, as defined in Section 424(f) of the Code;
- (dd) “Ten Percent Shareholder” means a person who owns more than 10% of the total combined voting power of all classes of outstanding shares of the Corporation or any Parent or Subsidiary;
- (ee) “Termination” means (i) the termination of the employment or engagement of an Optionee with the Corporation, a Subsidiary or an affiliate, as applicable, which shall occur on the date on which the Optionee ceases to render services to the Corporation, a Subsidiary or an affiliate, as applicable, whether such termination is lawful or otherwise (including, without limitation, by reason of resignation, death, frustration of contract, termination for Cause, termination without Cause or constructive dismissal), without giving effect to any pay in lieu of notice (paid by way of lump sum or salary continuance), severance pay, benefits continuance or other termination-related payments or benefits to which the Optionee may be entitled pursuant to the common law or otherwise (except as may be expressly required to satisfy the minimum requirements of applicable employment or labour standards legislation) but, for greater certainty, the Optionee’s absence from active work during a period of vacation, temporary illness, maternity or parental leave, leave on account of disability or any other authorized leave of absence shall not be considered to be a “Termination”, and (ii) where an Optionee does not return to active work with the Corporation, a Subsidiary or an affiliate, as applicable, immediately following a period of absence due to vacation, temporary illness, maternity or parental leave, leave on account of disability or other authorized leave of absence, such cessation shall be deemed to occur on the last day of such period of absence as approved by the Corporation, a Subsidiary or one of its affiliates (subject to the express minimum requirements of applicable employment or labour standards legislation), and “Terminates” shall have the corresponding meaning;
- (ff) “Unvested Option” means an Option that is not a Vested Option;
- (gg) “Vested Option” means an Option that has vested in accordance with the provisions of the applicable Option Agreement or as otherwise provided under this Plan and that has not expired or been cancelled under the terms of such Option Agreement or this Plan; and
- (hh) “U.S. Participant” means any Participant that is an employee, director or Consultant who is subject to taxation in the United States of America.

3. **Eligibility**

All Participants shall be eligible to participate in this Plan. Eligibility to participate shall not confer upon any Participant any right to be granted Options pursuant to this Plan. The extent to which any Participant shall be entitled to be granted Options pursuant to this Plan shall be determined in the sole and absolute discretion of the Board of Directors.

4. **Number of Option Shares Available**

Subject to Section 17, the total number of Option Shares reserved and available for grant and issuance pursuant to the Plan shall be a rolling number equal to 10% of the total number of issued and outstanding Shares calculated from time to time at the Date of Grant of a particular Option. Subject to Section 17, any Option Shares subject to Options that have been granted and that subsequently cancelled or terminated for any reason without having been exercised will again be available for grant and issuance in connection with future Options granted under the Plan. At all times the Company will reserve and keep available a sufficient number of Shares as will be required to satisfy the requirements of all outstanding Options granted under the Plan. Notwithstanding the foregoing:

- (i) the maximum number of Option Shares issuable pursuant to the Plan, together with any Shares issuable pursuant to any other Security-Based Compensation Arrangement, shall not exceed 10% of the number of issued and outstanding Shares, calculated from time to time at the date at which the rights to acquire Shares under an Option or Security Based Compensation Arrangement (as applicable) are granted;
- (ii) the maximum number of Option Shares issuable pursuant to the Plan, together with any Shares issuable pursuant to any other Security-Based Compensation Arrangement, to all Insiders shall not exceed 10% of the number of issued and outstanding Shares, calculated from time to time at the date at which the rights to acquire Shares under an Option or Security Based Compensation Arrangement (as applicable) are granted;
- (iii) the maximum number of Option Shares issued pursuant to the Plan, together with any Shares issued pursuant to any other Security-Based Compensation Arrangement, to all Insiders, within any one-year period, shall not exceed 10% of the issued and outstanding Shares, calculated from time to time at the date at which the rights to acquire Shares under an Option or Security Based Compensation Arrangement (as applicable) are granted; and
- (iv) Non-Employee Directors shall not be eligible to participate in the Plan and no Options may be granted to any such Non-Employee Director.

5. **Granting of Options**

- (a) The Board of Directors may from time to time grant Options to Participants to purchase a specified number of Option Shares at a specified exercise price per Share. The number of Options to be granted, the exercise price, the vesting provisions, the Date of Grant, and such other terms and conditions of the Option (including, for U.S. Participants, whether the Option is an Incentive Stock Option) shall, subject to the terms of this Plan, be as determined by the Board of Directors and set forth in an Option Agreement in a form similar to that annexed hereto as Exhibit "A". If the Optionee in respect of an Option grant is an employee, Consultant or Management Company Employee, the Option Agreement shall include a representation by the Corporation that the Optionee is a *bona fide* employee, Consultant or Management Company Employee.
- (b) It is the intention of the Corporation that this Plan be treated, for U.S. income tax purposes, as a separate stock option plan with respect to its U.S. Participants only. Options issued to U.S. Participants under this separate stock option plan shall be treated as Incentive Stock Options, if so determined by the Board and indicated as such in the documentation evidencing the grant of the Option. Incentive Stock Options may be granted only to employees of the Corporation, its Subsidiaries, and its Parent, if any; provided, however, that no Incentive Stock Option may be granted more than ten years after the date of adoption of this Plan.
- (c) Notwithstanding a designation of an Option as an Incentive Stock Option, to the extent that the aggregate Fair Market Value of the Option Shares (determined as of the respective Date(s) of Grant) with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year (under all plans of the Corporation and any Parent or Subsidiary) exceeds

US\$100,000, such Options shall not be treated as Incentive Stock Options. For purposes of this Section, Incentive Stock Options shall be taken into account in the order in which they were granted except to the extent otherwise provided under applicable law or regulation.

6. Exercise Price

- (a) The exercise price of an Option shall be the Fair Market Value on the Date of Grant. For the avoidance of doubt and notwithstanding anything to the contrary herein, any Option issued to a U.S. Participant shall have an exercise price that is no less than the Fair Market Value on the Date of Grant which in all events shall be determined in accordance with Section 409A of the Code.
- (b) Incentive Stock Options granted to Ten Percent Shareholders shall have an exercise price no less than 110% of the Fair Market Value on the Date of Grant.

7. Exercise Period

Each Option shall be exercisable upon the terms specified in the relevant Option Agreement and as otherwise provided in this Plan. The Board of Directors shall have the right to accelerate the date upon which any installment of any Option is vested and exercisable.

8. Term of Options

- (a) Subject to accelerated termination as provided for in this Plan, each Option shall, unless otherwise specified by the Board of Directors, expire on the date specified in the relevant Option Agreement, provided that in no case shall an Option expire more than ten years following the initial Date of Grant. Notwithstanding the foregoing, Incentive Stock Options granted to Ten Percent Shareholders shall expire no more than five years following the Date of Grant or such other period as may be permitted under the Code, but in no event more than ten years following the Date of Grant.
- (b) Should the expiration date for an Option fall within a Blackout Period or within nine business days following the expiration of a Blackout Period, such expiration date shall be automatically extended without any further act or formality to that date which is the tenth business day after the end of the Blackout Period, such tenth business day to be considered the expiration date for such Option for all purposes under the Plan, provided that in no event shall the Option expire subsequent to the tenth anniversary of the initial Date of Grant and the foregoing extension shall be permitted for U.S. Participants only to the extent permitted under Section 409A of the Code. The ten business day period referred to in this Section 8(b) may not be extended by the Board of Directors.

9. Exercise of Options

- (a) An Optionee may at any time within the Exercise Period elect to purchase all or a portion of the Option Shares which such Optionee is then entitled to purchase by delivering to the Corporation a completed Notice of Exercise, specifying the Date of Grant of the Option being exercised, the exercise price of the Option and the number of Option Shares the Optionee desires to purchase. The Notice of Exercise shall be accompanied by payment in full of the purchase price for such Option Shares. Payment can be made by cash, certified cheque, bank draft, money order or the equivalent (such as cashier's cheque), payable in any case to the order of the Corporation or, subject to the rules and policies of any applicable Exchange, by such other means as may be specified or accepted by the Board of Directors.
- (b) Subject to applicable law, relevant Exchange policy and/or the provisions of this Plan, unless otherwise specified by the Board of Directors at the time of granting an Option, each Option will vest with respect to 25% of the Option Shares on each of the first four anniversaries of the Date of Grant and be exercisable to the extent vested until the expiration date of the Option.

- (c) The Board of Directors may impose such other restrictions or limitations or requirements upon the exercise of Options as the Board of Directors, in its sole and absolute discretion, may determine on the Grant Date.
- (d) No fractional Shares shall be issued upon the exercise of Options and, accordingly, if an Optionee would otherwise become entitled to a fractional Share upon the exercise of an Option, such Optionee shall only have the right to purchase the next lowest whole number of Shares and no payment or other adjustment shall be made with respect to the fractional interest so disregarded.

10. **Withholding of Tax**

- (a) If the Corporation is required under the *Income Tax Act* (Canada) or any other applicable law to remit to any governmental authority an amount on account of tax on the value of any taxable benefit associated with the exercise or disposition of Options by a Participant, then the Participant shall, concurrently with the exercise or disposition:
 - (i) pay to the Corporation, in addition to the exercise price for the Options, if applicable, sufficient cash as is determined by the Corporation to be the amount necessary to fund the required tax remittance;
 - (ii) authorize the Corporation, on behalf of the Participant, to sell in the market on such terms and at such time or times as the Corporation determines such portion of the Shares being issued upon exercise of the Options as is required to realize cash proceeds in the amount necessary to fund the required tax remittance; or
 - (iii) subject to the rules and policies of any applicable Exchange, make other arrangements acceptable to the Corporation to fund the required tax remittance.
- (b) By participating in this Plan, the Participant consents to the sale described in the foregoing clause 10(a)(ii), if applicable, and authorizes the Corporation to effect such sale on behalf of the Participant and remit the appropriate amount to the applicable governmental authorities. The Corporation shall not be responsible for obtaining any particular price for the Shares, and the Corporation shall not be required to issue any Shares under this Plan unless the Participant has made suitable arrangements with the Corporation to fund any withholding obligation.
- (c) Without limiting the generality of the foregoing and subject to applicable law, the Corporation will have the right to deduct from payments of any kind otherwise due to the Participant any taxes of any kind required to be withheld by the Corporation as a result of the Participant's exercise or disposition of Options in whole or in part. Payment of withholding taxes may also be made (i) by bank draft or certified cheque or (ii) subject to the rules and policies of any applicable Exchange, through and in accordance with the terms and conditions of any cashless exercise program established by the Board of Directors, subject to the discretion of the Board of Directors to require payment in cash if it determines that payment by other methods is not in the best interests of the Corporation.

11. **Termination of Employment**

- (a) Unless otherwise determined by the Board of Directors, if an Optionee's employment or engagement Terminates for any reason other than as a result of death, Disability or Termination for Cause, any Option held by such Optionee shall thereupon terminate, except that each such Option, to the extent then exercisable, may be exercised for the lesser of (i) 90 days following the Termination or (ii) the balance of such Option's term. Notwithstanding the foregoing, all of a U.S. Participant's Incentive Stock Options shall cease to qualify as Incentive Stock Options for U.S. tax purposes to the extent not exercised by the expiration of the third month following termination of employment, even if the U.S. Participant continues to provide services to the Corporation. Unless

otherwise determined by the Board of Directors, any Option held by an Optionee shall automatically terminate and shall become null and void and be of no further force or effect upon Termination for Cause.

- (b) If an Optionee ceases to be employed by or to provide services to the Corporation for any reason whatsoever, the vesting periods specified in an Option Agreement shall cease to run and any Options which are not then exercisable shall automatically terminate and shall become null and void and be of no further force or effect.
- (c) An Optionee shall have no right to receive Shares or a cash payment, as compensation, damages or otherwise, with respect to any Options that do not become Vested Options or that are not exercised or exercisable before the date on which the Options expire, whether related or attributable to any contractual or common law termination entitlements or otherwise, and each Optionee waives any claims to damages in respect thereof whether related or attributable to any contractual or common law termination entitlements or otherwise, (except as may be expressly required to satisfy the minimum requirements of applicable employment or labour standards legislation).
- (d) Options shall not be affected by any change of employment within or among the Corporation, its Subsidiaries or its affiliates or, unless otherwise determined by the Board of Directors, so long as the Participant continues to be an employee or other Consultant of the Corporation, its Subsidiaries or its affiliates (despite any change in status from employee to service provider or vice versa).

12. **Termination by Reason of Death or Disability**

If an Optionee's employment or engagement Terminates by reason of death or Disability, any Option held by such Optionee may thereafter be exercised, to the extent then exercisable or to such other extent as the Board of Directors may determine, for (i) a period of 365 days in the case of Termination as a result of death, or (ii) 180 days from the date of Termination as a result of Disability, or (iii) until the expiration of the stated term of such Option, whichever period is the shorter, provided that, for greater certainty, Section 11(c) shall apply to Options that are not exercisable on the Termination of the Optionee's employment or engagement as a result of death or Disability and are not otherwise authorized to be exercised under this Section 12.

13. **Transfer and Assignment**

Options granted under this Plan are not assignable or transferable by the Optionee or subject to any other alienation, sale, pledge or encumbrance by such Optionee except by will or by the laws of descent and distribution. During the Optionee's lifetime, Options shall be exercisable only by the Optionee. The obligations of each Optionee shall be binding on his heirs, executors and administrators.

14. **No Right to Employment**

The granting of an Option to a Participant under this Plan does not confer upon the Participant any right to expect employment by, or to continue in the employment of, the Corporation, any Subsidiary or an affiliate, or to be retained as a Consultant by the Corporation, any Subsidiary or an affiliate.

15. **Rights as Shareholders**

An Optionee shall not have any rights as a shareholder with respect to Option Shares until (i) full payment has been made by the Optionee to the Corporation and (ii) such Option Shares have been duly issued.

16. **Administration of the Plan**

This Plan shall be administered by the Board of Directors (or, if so resolved by the Board of Directors, a committee of the Board of Directors) which shall have the authority to:

- (a) determine the individuals and entities (from among the Participants) to whom Options may be granted;
- (b) determine the number of Option Shares to be subject to each Option;
- (c) determine the minimum number of Option Shares required to be exercised when the Optionee exercises part of an Option;
- (d) determine the terms and conditions of any grant of Option, including but not limited to:
 - (i) the time or times at which Options may be granted;
 - (ii) the exercise price at which Option Shares subject to each Option may be purchased;
 - (iii) the time or times when each Option shall become exercisable and the duration of the Exercise Period;
 - (iv) whether restrictions or limitations are to be imposed on Option Shares, and the nature of such restrictions or limitations, if any; and
 - (v) any acceleration of exercisability or waiver of termination regarding any Option, based on such factors as the Board of Directors may determine; and
- (e) interpret the Plan and prescribe and rescind rules and regulations relating to the Plan.

The interpretation and construction by the Board of Directors of any provisions of the Plan or of any Option granted under it shall be final and binding on all persons. No member of the Board of Directors shall be liable for any action or determination made in good faith with respect to the Plan or any Option granted under it.

17. **Recapitalization and Reorganization**

Notwithstanding any other provision of the Plan, and subject to applicable law (including the requirements of an applicable Exchange), in the event of any change in the Shares by reason of any dividend (other than dividends in the ordinary course), split, recapitalization, reclassification, amalgamation, arrangement, merger, consolidation, combination or exchange of Shares or distribution of rights to holders of Shares or any other relevant changes to the authorized or issued capital of the Corporation, if the Board of Directors shall determine that an equitable adjustment should be made, such adjustment shall be made by the Board of Directors to (i) the number of Shares subject to the Plan; (ii) the securities into which the Shares are changed or are convertible or exchangeable; (iii) any Options then outstanding; and/or (iv) the Exercise Price in respect of such Options, and any such adjustment shall, subject to TSX approval, be conclusive and binding for all purposes of the Plan.

18. **Change of Control**

- (a) Unless otherwise determined by the Board of Directors or otherwise provided in a written agreement between the Corporation and a Optionee, the occurrence of a Change of Control will not result in the vesting of Options that have not previously vested, provided that:
 - (i) such Options that have not previously vested will continue to vest in accordance with the Plan and the Option Agreement; and
 - (ii) an entity that directly or indirectly acquires control of the Corporation (or the affiliate that employs the Optionee, as applicable) or otherwise becomes a successor to HLS Therapeutics Inc. (or the affiliate that employs the Optionee, as applicable) (an “**Acquiror**”) agrees to assume the obligations of the Corporation in respect of the Optionee’s unvested Options.

- (b) Subject to the provisions of Section 18(c) or as otherwise provided in the Option Agreement, in connection with a Change of Control, the Board of Directors shall have the discretion to unilaterally determine, upon written notice thereof to each Optionee holding Options under the Plan, to permit the exercise for Shares or surrender for a cash payment equal to the excess of the Share price for purpose of the Change of Control over the per Share exercise price multiplied by the number of Shares to which such surrender relates, of any or all such Options, whether or not vested, upon, or within a specified period prior to, the Change of Control, as the Board of Directors may determine, which notice may also provide that in the event the Options are not exercised or surrendered in accordance with the notice provided by the Board of Directors, all rights of the Optionee to such Options or to exercise or surrender same (to the extent not theretofore exercised or surrendered) shall automatically terminate and cease to have further force or effect whatsoever.
- (c) Subject to Section 18(a), no cancellation, acceleration of vesting, lapsing of restrictions, issuance of Shares, cash settlement or other payment shall occur with respect to any Option if the Board of Directors reasonably determines in good faith prior to the occurrence of a Change of Control that such Option shall be honoured or assumed, or new rights substituted therefor (with such honored, assumed or substituted Option hereinafter referred to as an “**Alternative Award**”) by any Acquiror; provided, however, that any such Alternative Award must:
 - (i) be based on stock which is traded on the Toronto Stock Exchange and/or an established U.S. securities market;
 - (ii) provide such Optionee with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Option, including, but not limited to, identical or better vesting conditions (including vesting upon termination of employment) and identical or better timing and methods of payment;
 - (iii) recognize, for the purpose of vesting provisions, the time that the Option was held prior to the Change of Control; and
 - (iv) have substantially equivalent economic value to such Option (determined immediately prior to the time of the Change of Control).

19. **Conditions of Exercise**

This Plan and each Option shall be subject to the requirement that, if at any time the Board of Directors determines that the listing, registration or qualification of the Shares subject to such Option upon any securities exchange or under any provincial, state or Canadian or U.S. federal law, or the consent or approval of any governmental body, securities exchange, or the holders of the Shares generally, is necessary or desirable, as a condition of, or in connection with, the granting of such Option or the issue or purchase of Shares thereunder, no such Option may be granted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been affected or obtained free of any conditions not acceptable to the Board of Directors.

20. **Notices**

Unless otherwise agreed to or specified by the Corporation from time to time, all written notices to be given by the Optionee to the Corporation shall be delivered personally, by registered or certified mail, postage prepaid, by facsimile or by electronic mail addressed as follows unless the Corporation notifies the Optionee of a change in address:

HLS Therapeutics Inc.
10 Carlson Court, Suite 701
Etobicoke, Ontario M9W 6L2
Attention: Gilbert Godin, Chief Executive Officer
Email: g.godin@hlstherapeutics.com

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

21. **Corporate Action**

Nothing contained in this Plan or in an Option shall be construed so as to prevent the Corporation from taking corporate action which is deemed by the Corporation to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Option.

22. **Amendments and Termination**

- (a) The Board of Directors may amend, suspend or terminate this Plan or any portion of it at any time in accordance with applicable law and subject to any required regulatory, applicable Exchange or shareholder approval. However, except as otherwise provided in this Plan, unless consent is obtained from the affected Participant, no amendment, suspension or termination may materially impair any Options, or any rights related to Options, that were granted to that Participant prior to the amendment, suspension or termination. Any amendments to this Plan to change the maximum number or percentage of Shares issuable pursuant to Options granted under this Plan shall be deemed not to materially impair the rights of any Participant.
- (b) Without limiting the generality of the foregoing but subject to Section 22(d), the Board of Directors may make the following amendments to this Plan, without obtaining approval of any Participant or shareholder of the Corporation:
 - (i) amendments to the terms and conditions of the Plan necessary to ensure that the Plan complies with applicable law and regulatory requirements, including the requirements of any applicable Exchange, in place from time to time;
 - (ii) amendments to the provisions of the Plan respecting administration of the Plan and, subject to paragraph 22(c)(v), eligibility for participation under the Plan;
 - (iii) amendments to the provisions of the Plan respecting the terms and conditions on which Options may be granted pursuant to the Plan, including the provisions relating to the term of the Option and the vesting schedule;
 - (iv) the addition of, and any subsequent amendment to, any financial assistance provision;
 - (v) amendments to the Plan that are of a “housekeeping” nature; and
 - (vi) any other amendments not requiring shareholder approval under applicable laws or the requirements of any applicable Exchange.
- (c) Without limiting the generality of the foregoing, the Board of Directors may not, without the approval of the Corporation’s shareholders, make amendments with respect to the following:
 - (i) an increase to the maximum number or percentage of securities issuable under the Plan;
 - (ii) amendment provisions granting additional powers to the Board of Directors to amend the Plan or entitlements thereunder without the approval of the Corporation’s shareholders;
 - (iii) an amendment to the exercise price of an Option;
 - (iv) a reduction in the exercise price of Options;

- (v) an extension to the term of Options held by Insiders;
 - (vi) any change to the categories of individuals eligible to be selected for grants of Options where such change may introduce, re-introduce, broaden or increase the participation of Non-Employee Directors under the Plan;
 - (vii) an amendment to the prohibition on the transfer of Options in Section 13; and
 - (viii) a change to Insider participation limits.
- (d) Notwithstanding the foregoing, no amendment to the Plan which, pursuant to (i) the *Securities Act* (Ontario) and the regulations and rules promulgated thereunder, (ii) any rules and regulations of any applicable Exchange or consolidated stock price reporting system on which prices for the Shares are quoted at any time, or (iii) any other applicable laws, rules and regulations of any jurisdiction requiring action by the shareholders, requires action by the shareholders may be made without obtaining, or being conditioned upon, shareholder approval.
- (e) If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules adopted by the Board of Directors and in force at the time of implementation of the Plan will continue in effect as long as any Option remains outstanding. However, notwithstanding the termination of the Plan, the Board of Directors may make any amendments to the Plan or to any outstanding Option that the Board of Directors would have been entitled to make if the Plan were still in effect.
- (f) The Board of Directors shall endeavour in good faith to ensure that the terms of any Options shall be such that the Optionees to whom such Options are awarded shall not be subject to the tax or interest charges imposed by Section 409A(a)(1) of the Code. The Plan and each Option are hereby modified and limited as necessary to comply with applicable requirements of Section 409A of the Code. Notwithstanding the foregoing, neither the Corporation nor any member of the Board of Directors shall have liability to an Optionee, or any other party, if an Option that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Board of Directors.

23. **Further Assurances**

Each Participant shall, when requested to do so by the Corporation, sign and deliver all such documents relating to the granting or exercise of Options deemed necessary or desirable by the Corporation.

24. **Governing Law and Submission to Jurisdiction**

The Plan is established under the laws of the Province of Ontario, and the rights of all parties and the construction and effect of each provision of the Plan shall be according to the laws of the Province of Ontario. The Corporation and each Participant irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario in respect of all matters relating to the Plan and any Option Agreement.

25. **Counterparts**

Any Option Agreement or other document contemplated under the Plan may be signed in counterparts and each counterpart will constitute an original document and all counterparts, taken together, will constitute one and the same instrument. Counterparts may be delivered by facsimile or other means of electronic communication.

Approved by the Board of Directors of the Corporation as of May 5, 2021.

EXHIBIT "A"

HLS Therapeutics Stock Option Plan

Option Agreement

To: _____

Date: _____ ("Grant Date")

Re: HLS Therapeutics Stock Option Plan

Dear _____:

This is to advise you that you are entitled to participate in the HLS Therapeutics Stock Option Plan (the "Plan") and have been granted the option (the "Option") to purchase _____ common shares (the "Shares") in the capital of HLS Therapeutics Inc. (the "Corporation"). The granting and the terms of the option granted in this Agreement are subject to such regulatory and other confirmations and approvals as may be required. [If Incentive Stock Options add: The options shall be treated as "incentive stock options" for U.S. tax purposes.]

The option to purchase shares described below have been granted in accordance with and are subject to the Plan, a copy of which is provided herewith or has been previously provided to you and which has been approved by the Board of Directors of the Corporation. The capitalized terms used in this Agreement that are not defined herein have the meaning attributed to them in the Plan.

- 1. Exercise Price. The Option exercise price is \$_____ per Share.
2. Vesting and Exercisability. Your Option may be exercised in whole or in part, subject to the vesting rules described below and the other provisions of the Plan and this Agreement, at any time or from time to time, up to and including, but not after, _____ (the "Expiry Date"), on which date your Option, unless earlier terminated in accordance with the terms and conditions of the Plan, shall expire.

Vesting Rules:

Total number of Shares subject to the Option: _____ Shares

Table with 2 columns: Vesting Date, Instalment of Option (i.e., number of shares) that has vested. Includes three rows of blank lines for data entry.

- 3. Time of Exercise. Upon any part of a Vested Option becoming exercisable as set forth above and subject to the Plan, that part of such Option shall be exercisable until the earlier of: (i) 5:00 p.m. (ET), time on the Expiry Date; and (ii) as otherwise provided in the Plan.
4. Incorporation of Plan. The terms and conditions of the Plan are hereby deemed to be incorporated into and to form part hereof. If there is a conflict between any provision of this Agreement and any provision of the Plan, the relevant provision of this Agreement is to prevail.

5. **Restrictions on Transfer.** The Options evidenced by this Option Agreement may not be transferred in any manner other than in accordance with the Plan, and may be exercised during the lifetime of the Participant only by, or for the benefit of, the Participant. The terms of the Options will be binding upon the executors, administrators, heirs, successors and assigns of the Participant.
6. **Restrictions on Exercise.** The Options evidenced by this Option Agreement may not be exercised if the issuance of Shares upon such exercise would constitute a violation of any applicable securities or other law or valid regulation or the requirements of any applicable Exchange. The Participant, as a condition to his or her exercise of the Options, represents to the Corporation that the Shares that he or she acquires under the Option are being acquired by him or her for investment and not with a present view to distribution or resale, unless counsel for the Corporation is then of the opinion that such a representation is not required under applicable securities laws, regulations, or any other law or valid rule of any governmental agency.
7. **Withholding Taxes.** As a condition to the exercise or disposition of Options, including the issuance of Shares upon exercise of the Option, the Participant: (a) authorizes the Corporation to withhold, in accordance with applicable law, any taxes of any kind required to be withheld by the Corporation under applicable law as a result of the Participant's exercise of the Option ("**Withholding Taxes**") from payments of any kind otherwise due to the Participant; (b) agrees, if requested by the Corporation, to remit to the Corporation at the time of exercise of the Option amounts necessary to pay any Withholding Taxes; (c) if applicable, authorizes the Corporation, on behalf of the Participant, to sell in the market such portion of Shares being issued upon exercise of the Options as is required to fund the Withholding Taxes; and/or (d) comply with other arrangements acceptable to the Corporation to fund the Withholding Taxes.
8. **Power of Attorney.** If you fail to promptly take such necessary action in accordance with the terms of this Agreement and your obligations hereunder, you shall be deemed to have irrevocably appointed the Secretary of the Corporation (the "**Attorney**") to be your true and lawful agent and attorney in accordance with the *Powers of Attorney Act* (Ontario), with full power of substitution, to execute and deliver for and in your name and on your behalf, all such documents or instruments as may be necessary to give effect to the terms of this Agreement, including, without limitation, to transfer and assign to the Offeror or the Corporation, as applicable, all of the Shares to be so transferred in accordance with this Agreement. Such power of attorney shall be acknowledged to be a power coupled with an interest, given for consideration and shall not be revoked without the consent of the Attorney. You hereby ratify and confirm all that the Attorney may lawfully do or cause to be done by virtue of the provisions hereof.
9. **Independent Legal Advice.** The Participant acknowledges and confirms that prior to executing this Option Agreement, the Corporation requested the Participant to obtain independent legal advice with respect to the Participant's rights and obligations under the Plan and related documents, including this Option Agreement. The Participant confirms and agrees that: (a) the Participant has executed this Option Agreement on its own volition and without any duress whatsoever from the Corporation or any other Person; and (b) if the Participant did not obtain legal advice prior to executing this Option Agreement, the Participant will not in any proceeding relating to the enforcement of rights or obligations under the Plan and related documents, including this Option Agreement, raise that fact as a defence or otherwise.

If you desire to accept this option, please so indicate in the space below. This Option Agreement is not effective until countersigned on behalf of the Corporation and accepted by the Participant.

Please note that acceptance does not constitute an exercise of the option. Options must be exercised in accordance with the terms and conditions of the Plan by completing and submitting a notice of exercise substantially in the form of Schedule "A" annexed hereto addressed to the Corporation at its registered office to the attention of the Secretary, accompanied by payment in full of the option price of the Shares in respect of which the said option is then being exercised.

[signature page follows]

DATED the Grant Date first written above.

HLS THERAPEUTICS INC.

By: _____

Name:

Title:

I hereby desire to accept the above option and agree to the terms and the conditions hereinbefore set forth including the terms and conditions of the Plan.

Signature
Name of Optionee:

Schedule "A"

HLS Therapeutics Stock Option Plan

NOTICE OF EXERCISE

TO: Chief Executive Officer of HLS Therapeutics Inc.

The capitalized terms used in this Notice that are not defined herein have the meaning attributed to them in the Corporation's Fourth Amended and Restated Stock Option Plan dated May [●], 2021 (the "Plan").

I refer to the option granted to me on _____, pursuant to the Plan and evidenced by an option agreement dated _____, _____ (the "Option Agreement") wherein I was granted, subject to the terms of the Option Agreement and the Plan, an option to subscribe for and purchase fully paid and non-assessable Shares in the capital of HLS Therapeutics Inc. (the "Corporation").

In the exercise of my rights under the said option, I hereby subscribe for _____ fully paid and non-assessable Shares in the capital of the Corporation at \$ _____ per Share in lawful money of Canada, payment for which in the aggregate amount of \$ _____ accompanies this subscription.

I acknowledge that the Shares so purchased are subject to the terms of the Option Agreement and may be subject to the terms of a Shareholders Agreement (as defined in the Option Agreement) and that I may be required to sign and deliver such Shareholders Agreement to the Corporation prior to the issuance of Shares in connection with this Notice of Exercise.

I acknowledge that I have not been induced to purchase the Shares by expectation of employment or service or continued employment or service with the Corporation or any of its Subsidiaries or affiliates.

I acknowledge that, pursuant to the Plan and the Option Agreement, arrangements must be made for the payment of any taxes which the Corporation is required to withhold and remit in connection with the exercise of the Vested Options and I hereby authorize the Corporation to deduct any taxes which the Corporation is required by law or regulation to remit in connection with the exercise of my Vested Options from any payments that are due to me, and this shall be your good and sufficient authority for so doing.

DATED this _____ day of _____, 20_____.

Yours very truly,

(Signature)

(Capacity – complete only if other than the Participant (e.g. personal legal representative or trustee)

