



## **CRESCITA THERAPEUTICS INC.**

### **INSIDER TRADING POLICY**

This Insider Trading Policy (the “Policy”) provides guidelines that govern transactions involving Crescita Therapeutics Inc.’s (“Crescita” or “the Company”) shares or other Crescita securities in compliance with the applicable securities regulations and laws. Unless otherwise noted, this Policy applies to all directors, officers and employees of Crescita and its Subsidiaries (collectively, each referred to as “Crescita Personnel”). As a public company, Crescita has an obligation to ensure that all Crescita Personnel are aware of and comply with their legal obligations and this Policy. This Policy applies to the purchase, sale or any other direct or indirect transaction involving any shares or other securities of Crescita. Other securities include options, bonds, debentures or any other document evidencing any interest in the capital, assets, property, profits, earnings or royalties of the Company.

#### **INSIDER TRADING**

Securities legislation prohibits any person or company in a special relationship with Crescita from trading in Crescita shares or other securities with knowledge of material non-public information that has not been generally disclosed. This prohibited activity is known as “insider trading”. The purpose of this Policy is to facilitate compliance by Crescita Personnel with securities legislation as it relates to insider trading and to provide to them a measure of protection by minimizing the potential for any inadvertent breach of such securities laws on their part.

Insider trading also includes trading by Crescita Personnel in the securities of other companies when Crescita Personnel are aware of undisclosed material facts relating to the other company as a result of existing business transactions or those that are being negotiated with Crescita. This Policy prohibits Crescita Personnel from trading in Crescita shares or other securities, or in the securities of any other company, when Crescita Personnel is in possession of such undisclosed material facts.

For purposes of Crescita’s Policy, the broad category of “insiders” are those persons in a “special relationship” with Crescita, including:

- all Crescita Personnel and their respective spouses, children and relatives who share the same residence, as well as certain other entities (e.g. trusts, partnerships and corporations) which are associated with these individuals;
- persons who directly or indirectly own or exercise control or direction over 10% or more of Crescita’s voting securities;

- persons outside of Crescita who engage or propose to engage in any business or professional activity with or on behalf of Crescita (i.e. external consultants, licensing partners); and
- anyone who learns of “material non-public information” regarding Crescita from someone whom he or she knows, or should know, is a person in a special relationship with Crescita.

Insiders (as specifically defined under the Ontario Securities Act) who are required to file Insider Reports (“Reporting Insiders”) in respect of their trades in the shares or other securities of Crescita include:

- directors of Crescita or of any Crescita subsidiary;
- senior officers of Crescita or of any Crescita subsidiary; and
- anyone who beneficially owns or controls, directly or indirectly, more than 10% of the voting rights attached to all voting securities of Crescita.

Reporting Insiders must file Insider Reports electronically through the System for Electronic Disclosure by Insiders (“SEDI”) within 5 days after each purchase or sale of Crescita shares or other securities.

## **TIPPING**

Securities legislation also prohibits any person or company in a special relationship with Crescita from informing any other person, other than in the necessary course of business, of undisclosed material facts relating to Crescita. This prohibited activity is commonly known as “tipping”. Both the person who provides the information and the person who receives the information could be liable under securities laws if the person who receives the information trades in Crescita shares or other securities.

## **QUARTERLY QUIET PERIOD**

The quarterly quiet period will commence 15 days prior to the end of a quarter and end upon the disclosure of Crescita’s financial results for each quarter and for the year-end.

During the quiet period, the Company will refrain from providing earnings guidance or comments with respect to the current quarter's operations or expected results to analysts, investors or shareholders. The Company is not required to discontinue all communications with analysts, investors or shareholders during the quiet period, but communications will be limited to material facts that have been previously disclosed or non-material information.

## **QUARTERLY TRADING BLACKOUT**

Trading blackouts are time periods during which designated employees cannot trade the Company's shares or other securities or participate in derivative-based transactions due to the knowledge or potential knowledge of undisclosed material information regarding Crescita. Additionally, the Company cannot grant options or set the exercise price for options during this trading blackout. A quarterly trading blackout will apply to all Crescita Personnel during periods when financial statements are being prepared but have not yet been publicly disclosed. The quarterly trading blackout will commence 15 days prior to the end of each calendar quarter and end at the close of business on the second full trading session following the disclosure of Crescita's Financial results for each quarter and for the year-end. Crescita's finance department will circulate reminder memos to Crescita Personnel at the beginning and end of each quarterly trading blackout period.

## **SPECIAL TRADING BLACKOUTS**

From time to time, as special circumstances may arise, Crescita's senior management may put in place a trading blackout prohibiting the trading of Crescita shares or other securities. The special trading blackout may apply to certain designated Crescita Personnel or to all Crescita Personnel as prescribed by the circumstance.

## **HEDGING BY REPORTING INSIDERS**

Crescita's Reporting Insiders may not, without the prior approval of the Company's Board of Directors, purchase financial instruments or enter into any other trade or transaction designed to hedge or offset a decrease in the market value of Crescita securities granted as compensation or held directly or indirectly by them and required to be held in accordance with a contract of employment.

## **MATERIAL INFORMATION**

Material information is any information relating to the business and affairs of a publicly traded company that results in, or would reasonably be expected to result in, a significant change in the market price or value of any of the Company's shares or other securities. Material Information consists of both material changes and material facts relating to the business and affairs of the Company.

A material change is any change in Crescita's business, operations or capital that would reasonably be expected to have a significant effect on the market price or value of any of Crescita's shares or other securities and includes a decision to implement such a change made by Crescita's Board of Directors or by senior management who believe that confirmation of the decision by Crescita's Board of Directors is probable. Material changes are required to be disclosed to the public when they occur.

A material fact is any information relating to Crescita's business and affairs that upon disclosure would reasonably be expected to result in a significant change in the market price or value of any of the Company's shares or other securities.

Examples of material facts may include, without limitation:

- a) information about a significant transaction such as:
  - i. the purchase, sale or licensing of a significant product or other significant assets;
  - ii. a new financing or borrowing involving an amount significant to the Company; or
  - iii. the issuance or sale of additional securities, or the repurchase of outstanding securities, at a significant aggregate value, or other significant changes in the capital or corporate structure of the Company;
  - iv. the purchase or sale of all or substantially all the shares or assets of a business, takeover bids, issuer bids, or insider bids;
- b) financial information such as:
  - i. financial results that have not yet been disclosed; or
  - ii. changes in, or the prospect of changes in, earnings and financial results;
- c) information about a significant event, such as:
  - i. the release or approval of a significant new product, the development of significant new products or significant developments affecting the Company's resources, technology, intellectual property, products or markets;
  - ii. the results of significant clinical trials or studies involving owned or licensed products;
  - iii. important changes in management; or
  - iv. developments with respect to important claims, litigation, regulatory proceedings, or investigations.

Material facts that are not also material changes, are generally required to be disclosed by Crescita in its quarterly and year-end financial disclosure documents.

## **NOTIFICATION OBLIGATION**

Crescita Personnel who are Reporting Insiders may not trade in Company shares or other Crescita securities (including the exercise of options) unless they have first notified one of the Chief Executive Officer and President or the Chief Financial Officer of the proposed trade (including the proposed number of securities, the nature of the trade and the date of the trade) at least 24 hours in advance of the trade and have received confirmation that they will not be in a trading blackout on the proposed trading date.

## **DISCRETIONARY EXEMPTIONS**

The Chief Executive Officer and President or the Chief Financial Officer may exempt from this Policy a trade by Crescita in its own securities, including option pricing and issuance or Normal Course Issuer Bid transactions, or a trade by a member of Crescita Personnel, if they jointly determine that at the time of the proposed trade there are no undisclosed material facts.

## **CERTIFICATION**

Crescita Personnel will be provided with a copy of this Policy and will be requested to execute the certification set out in Schedule A in order to acknowledge having read and understood the Policy.

## **BREACH OF THIS POLICY**

Breach of this Policy may be considered as a basis for the termination of office and employment for cause or otherwise, for any Crescita Personnel.

## **QUESTIONS**

Any questions regarding this Policy or any related matters should be directed to the Company's Chief Executive Officer and President or to the Chief Financial Officer.

**Schedule A**

**Certification – Insider trading Policy of Crescita Therapeutics Inc.**

The undersigned hereby certifies having read and understood Crescita's Insider Trading Policy, a copy of which is attached, and agrees to comply with the terms of the Policy.

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

Signature: \_\_\_\_\_