

Adopted May 27, 2019

XEBEC ADSORPTION INC.
CORPORATE DISCLOSURE AND INSIDER TRADING POLICY

1. Definitions

In this Policy, unless there is something in the subject matter or context inconsistent therewith, capitalized words and terms will have the following meanings:

- (a) "Affected Persons" has the meaning given to it under Section 3.1;
- (b) "Canadian Securities Laws" means the applicable securities laws, regulations and rules, and the blanket rulings and policies and written interpretations of, and multilateral or national instruments of each of the provinces of Canada including the rules of the TSXV;
- (c) "Authorization Request" has the meaning given to it under Section 5.2;
- (d) "CEO" means the Chief executive officer of the Company;
- (e) "CFO" means the Chief financial officer of the Company;
- (f) "Company" means Xebec Adsorption Inc.;
- (g) "Consultant" means all full-time consultants of the Company;
- (h) "Employee" means all employees of the Company;
- (i) "Insider" means all directors and executive officers of the Company and its subsidiaries as well as certain designated persons;
- (j) "Material Information" means any information that a reasonable investor would consider important in making a decision to buy, hold, or sell securities. Any information that could be expected to

affect the Company's stock price, whether it is positive or negative, should be considered material. For examples of information that could constitute Material Information, see Schedule A;

(k) "Policy" means this Corporate Disclosure and Insider Trading Policy, such as it may be supplemented or amended from time to time;

(l) "Related Parties" means the family members of the Insiders, Employees and Consultants. For purposes of this Policy, family members include a person's (including through adoptive relationship) spouse, parents, grandparents, children, siblings, mothers-in-law, fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone else, whether or not related, who shares such person's home;

(m) "Reporting Insider" has the meaning given to it under Section 9.1;

(n) "Social Media" means internet-based tools such as social networks, online communities, blogs, forums, social classified sites, wikis, virtual worlds, and multimedia sites that are used to facilitate the sharing of ideas and information, the building of virtual networks or to publish and discuss user contents and to connect with other users. For greater clarity, examples of Social Media of which the Company intends to regulate the use include, without being limited to, Twitter, Facebook, YouTube, LinkedIn, Pinterest, GooglePlus, online blogs, chat rooms and all other forms of collaborative online communication platforms;

(o) "Spokesperson" has the meaning given to it under Section 4; and

(p) "TSXV" means the TSX Venture Exchange.

2. Purpose of the Policy

Canadian Securities Laws rest on the fundamental principle that everyone investing in securities have equal access to information that may affect their investment decisions.

The purpose of this Policy is to reinforce the Company's commitment to comply with continuous and timely disclosure obligations as required under Canadian Securities Laws which included, but is not limited to, ensure that all communications to the public about the business and affairs of the Company are:

- informative, complete, timely, factual, balanced and accurate; and
- broadly disseminated in accordance with Canadian Securities Laws.

The objective of this Policy is also to prevent improper insider trading and improper communication of Material Information regarding the Company, to ensure strict compliance with the prohibitions provided for by this Policy and to ensure all persons to whom this Policy applies are perceived to act, in accordance with Canadian Securities Laws and the highest standards of ethical and professional behavior.

3. Scope of the Policy

3.1 Affected Persons. This Policy applies to all Insiders, Employees and Consultants (collectively with the Insiders and the Consultants, the “**Affected Persons**”) as well as their Related Parties.

For greater certainty, the directors and executive officers include all directors and executive officers of the subsidiaries of the Company.

The onus of complying with this Policy is on each individual Affected Person and their Related Parties.

3.2 Communications. This Policy covers all communications of the Company whether filed with securities regulators and stock exchanges or not, including any written statements made in the Company’s annual and quarterly reports, news releases, speeches and presentations made by senior management or other persons speaking on behalf of the Company and information contained on the Company’s website, through Social Media or in other electronic communications.

For greater certainty, this Policy extends to oral statements made in meetings and telephone conversations and communications with the members of the investment community (which includes, namely, security holders, investors, analysts, investment dealers, brokers, investment advisors and investment managers), interviews with the media as well as press conferences, conference calls and web casts.

4. Designated Spokespersons

The CFO or, in his absence, the CEO have been designated as the Company's official spokespersons (the "Spokespersons"). The Spokespersons are authorized to speak on behalf of the Company and respond to inquiries from, amongst others, the investment community, the regulators or the media.

The Spokespersons may, from time to time, designate others within the Company or Consultants with authority to speak on behalf of the Company in order to respond to specific inquiries.

Unless specifically requested by a Spokesperson, the Affected Persons who are not authorized to be external communicators will not, under any circumstances, respond on behalf of the Company to any inquiries from, or initiate communication with, amongst other, the investment community, regulators and the media. All such inquiries shall be referred to the Spokespersons.

5. Pre-clearance Prior to Trading

5.1 Principle of the Pre-Clearance. There are instances where Material Information relating to the Company may exist without the knowledge of the Insiders.

As the Insider's lack of specific knowledge of such issues does not preclude potential liability of them and of the Company, all Insiders of the Company should pre-clear with the CFO or, in his absence, the CEO all transactions in the Company securities prior to entering into such transactions.

Unless it is clear that the proposed transaction will not contravene applicable insider trading restrictions and unless it is clear that there is no undisclosed Material Information concerning the Company, permission to complete the transaction will be denied. The policy of the Company is to err on the side of caution in granting or denying trading permission in recognition of the fact that trades that create notoriety, although ultimately found to be proper, nonetheless tarnish the reputation and goodwill of the Company.

5.2 Pre-Clearance Mechanisms. Prior to entering into such transactions in the Company securities, an Insider shall notify the CFO or, in his absence, the CEO (the "**Authorization Request**") by sending an email to his attention and the CFO or the CEO will respond to such Authorization Request within 2 business days from the receipt of such request.

If approval for a proposed transaction is granted, that approval will be effective for 10 business days, unless revoked prior to that time by the CFO or the CEO. No securities of the Company may be purchased

or sold or options or other convertible securities be exercised after the tenth business day following the receipt of the approval unless the approval is renewed. If for any reason a previously granted approval is revoked before the trade is affected or the warrant or option is exercised, the transaction will not be permitted to proceed.

Notwithstanding the foregoing and even if an approval for a proposed transaction is granted, an Insider cannot enter into such transaction if doing so will be contrary to section 7 of this Policy.

6. Confidentiality of Material Information

6.1 Confidentiality. Any Affected Person and their Related Parties who has knowledge of Material Information must treat the Material Information as confidential until the Material Information has been publicly disclosed.

6.2 Disclosure. Material Information shall not be disclosed to anyone except in the necessary course of business. If Material Information has been disclosed in the necessary course of business, anyone so informed must clearly understand that it is to be kept confidential, and, in appropriate circumstances, execute a confidentiality agreement. When in doubt, all Affected Persons must consult with the CFO or, in his absence, the CEO to determine whether disclosure in a particular circumstance is in the necessary course of business. For greater certainty, disclosure to analysts, institutional investors, other stock market professionals and members of the press and other media is not considered to be in the necessary course of business.

7. Prohibitions

7.1 Tipping. The Company is required under securities laws to avoid selective disclosure of Material Information. The Company has procedures for releasing Material Information in a manner that is designed to achieve broad public dissemination of the information immediately upon its release and in accordance with applicable Canadian Securities Laws.

Affected Persons may not disclose Material Information to any other person except if it is necessary in the ordinary course of business of the Company.

Affected Persons should be careful to avoid inadvertently disclosing Material Information to friends, family members, business partners or other person, as this is considered “tipping” if they trade on this information and the Canadian Securities Laws prohibit the “tipping” as it constitutes an offense.

7.2 Prohibited Trades. All Affected Persons and their Related Parties are prohibited from entering into the following transactions at all times:

- trading in call or put options on shares or other securities of the Company, whether or not such trade is on an organized exchange;
- short-selling the Company’s shares or other securities, except where necessary to execute a same-day-sale of the Company options; and
- margining or using Company stock as security for a loan, except in rare circumstances, to be pre-approved in writing by the CFO or, in his absence, the CEO, where it is clearly demonstrable that the Insider or Employee can service the loan independent of the security.

7.3 Mandatory Blackout Period. In addition to any discretionary blackout period which may be established by the CEO, the CFO or the board of directors of the Company, Insiders and all other Employees or Consultants designated by the Company shall be subject to a mandatory blackout period as follows:

- for fiscal quarter results, beginning the first day following the end of a fiscal quarter; or
- for annual results, beginning the later of 60 days prior to the planned date of announcement of the Company’s annual financial results or the first day following the end of a fiscal year period.

The mandatory blackout period shall continue until the close of the first trading day after the day on which the financial results have been released to the public.

7.4 Blackout Period Restrictions. During a blackout period, in addition to the prohibitions listed in Section 7.2 above, persons subject to the blackout period and their Related Parties are strictly forbidden from:

- purchasing or selling shares or any bond or convertible securities issued by the Company;
- hedging or otherwise altering risk exposure to the Company’s securities;
- exercising the Company options or other convertible securities; or
- performing any other action which either increases or decreases, through contract, derivative

or other synthetic method, their exposure to the securities of the Company.

7.5 Options Expiring During a Trading Blackout. In case of options expiring during the blackout period, the expiry date shall be extended to ten days after the end of a black-out period.

7.6 Quiet Period. The Company has implemented “quiet periods” to avoid potential for, or appearance of, selective disclosure. Affected Persons will observe quiet periods prior to earnings announcements or when material changes are pending in accordance with Canadian securities laws. Earnings announcements quiet periods shall be recurring and shall match the same period as the mandatory blackout period described in Section 7.3 above.

During a quiet period, Affected Persons will not initiate any meetings or telephone contacts with analysts and investors, but will respond to unsolicited inquiries concerning factual matters that are already publicly disclosed. However, the Company may accept invitations to participate in investment meetings and conferences organized by others, as long as material, non-public information is not selectively disclosed.

7.7 Interdiction Following Public Announcement of Material Information. An Affected Person that is aware of Material Information may not trade until the information has been disclosed broadly to the marketplace (such as by press release or a regulatory filing) and the public has had time to absorb the information fully. To avoid the appearance of impropriety, as a general rule, information should not be considered fully absorbed by the marketplace until the close of the first trading day after the day on which the Material Information is released. As such, all Affected Person should not trade in the Company’s securities until the close of the first trading day after the day on which the information is released. For example, if the Company were to make an announcement on a Monday, all Affected Person should not trade in the Company’s securities until the opening of business on Wednesday.

8. Legal Liability for Insider Trading

Legal Liability. Canadian Securities Laws impose liability on certain persons who, in connection with the purchase or sale of securities, make improper use of Material Information. The Canadian Securities Laws provides that persons who are in a “special relationship” (among others, directors, officers, employees, full time consultants) with a company and purchase or sell securities of this company with knowledge of Material Information may be liable for damages to the person on the other side of the trade. In addition, any such person who informs or tips a seller or a purchaser of securities of Material Information may be

liable for damages. The purchaser, vendor or informer is also liable to compensate the seller or purchaser of the securities, as the case may be, for damages as a result of the trade.

Under the Canadian Securities Laws, a person who engages in trading with knowledge of Material Information or tipping could be liable to a fine of up to the greater of (i) \$5,000,000; and (ii) an amount equal to up to four times any profit made or loss avoided, depending on the applicable jurisdiction. Under the Criminal Code of Canada, any such person may also be liable for imprisonment for a term of up to ten years less a day, or five years less a day in the case of tipping.

9. Insider Reports

9.1 Insider Reports. Canadian Securities Laws requires certain Insiders to file an insider report when they first become an Insider of the Company, and thereafter within the 5 calendar days after a change occurs in their holdings of the Company securities. Such Insiders are referred to as Reporting Insiders (the "Reporting Insiders").

A Reporting Insider must file an initial insider report within 10 days after becoming a Reporting Insider. That report must disclose the Reporting Insider's direct or indirect beneficial ownership of securities of the Company as well as his interest in, or right or obligation associated with, a related financial instrument involving a security of the Company. For example, an option to purchase shares of the Company is a security and all transactions on options must be reported.

A Reporting Insider must also file an insider report within 5 days following any change in his holdings of the Company securities (or exercise of options of other convertible securities), even if i) the transaction is not a purchase or sale, ii) the change involves only a change in the form of ownership, or iii) the transaction, when combined with other transactions, results in no net change in ownership at the end of the period covered.

The obligation to fill out insider reports remains as long as the person is a Reporting Insider. The responsibility for completing an insider report rests with the Reporting Insider and consequently, the Company, and its Employees, directors, administrators and/or legal counsel assume no responsibility. However, the Company can offer assistance in the completion and filing of the required reports, provided that the Reporting Insider makes a timely disclosure of the facts and request the help.

10. Company's Website and Use of Social Media

10.1 Company's Website. The CFO is responsible for updating the investor relations section of the Company's website and is responsible for monitoring all Company information placed on the website to ensure that it is in compliance with this Policy.

10.2 Social Media. The Spokespersons and others designated with authority to speak on behalf of the Company in accordance with Section 4 are the only one authorized to release Material Information on Social Media. These persons shall be responsible for ensuring compliance with applicable Canadian Securities Laws in order to, amongst other, minimize the risk of disclosing Material Information.

11. Information Request

Any person who has a question about this Policy or its application to any proposed transaction may obtain additional guidance from the CFO or, in his absence, the CEO. Ultimately, however, the responsibility for complying with this Policy and avoiding unlawful transactions rests with each Affected Person.

12. Certification

All Affected Persons must certify their understanding of, and intent to comply with, this Policy. A copy of the certification that all Affected Persons must sign is enclosed with this Policy. Please return to Mr. Louis Dufour, CFO, an executed copy of the attached certification immediately.



CERTIFICATION

I certify that:

1. I HAVE READ AND UNDERSTAND THE COMPANY'S CORPORATE DISCLOSURE AND INSIDER TRADING POLICY. I UNDERSTAND THAT THE CHIEF FINANCIAL OFFICER OR, IN HIS ABSENCE, THE CHIEF EXECUTIVE OFFICER ARE AVAILABLE TO ANSWER TO ANY QUESTIONS I HAVE REGARDING THE POLICY.
2. I will comply with the Policy for as long as I am subject to the Policy.
3. I understand that my failure to comply in all respects with the Policy is a basis for termination for cause of my employment or other service relationship with the Company.
4. I acknowledge that the Company expressly reserves the right to change, modify or delete provisions of the Policy, without notice.

Signature: _____

Print Name: _____

Date: _____

Schedule "A"

EXAMPLES OF INFORMATION THAT MAY BE MATERIAL (REPRODUCED FROM NATIONAL POLICY 51-201: DISCLOSURE STANDARDS)

Changes in Corporate Structure

- changes in share ownership that may affect control of the company
- major reorganizations, amalgamations, or mergers
- take-over bids, issuer bids, or insider bids

Changes in Capital Structure

- the public or private sale of additional securities
- planned repurchases or redemptions of securities planned splits of common shares or offerings of warrants or rights to buy shares
- any share consolidation, share exchange, or stock dividend
- changes in a company's dividend payments or policies
- the possible initiation of a proxy fight
- material modifications to rights of security holders

Changes in Financial Results

- a significant increase or decrease in near-term earnings prospects
- unexpected changes in the financial results for any periods
- shifts in financial circumstances, such as cash flow reductions, major asset write-offs or write-downs
- changes in the value or composition of the company's assets
- any material change in the company's accounting policy

Changes in Business and Operations

- any development that affects the company's resources, technology, products or markets
- a significant change in capital investment plans or corporate objectives
- major labour disputes or disputes with major contractors or suppliers
- significant new contracts, products, patents, or services or significant losses of contracts or business
- significant discoveries by resource companies
- changes to the board of directors or executive management, including the departure of the company's CEO, CFO, COO or president (or persons in equivalent positions)
- the commencement of, or developments in, material legal proceedings or regulatory matters
- waivers of corporate ethics and conduct rules for officers, directors, and other key employees
- any notice that reliance on a prior audit is no longer permissible
- de-listing of the company's securities or their movement from one quotation system or exchange to another

Acquisitions and Dispositions

- significant acquisitions or dispositions of assets, property or joint venture interests
- acquisitions of other companies, including a take-over bid for, or merger with, another company

Changes in Credit Arrangements

- the borrowing or lending of a significant amount of money
- any mortgaging or encumbering of the company's assets
- defaults under debt obligations, agreements to restructure debt, or planned enforcement procedures by a bank or any other creditors
- changes in rating agency decisions
- significant new credit arrangements

**EXAMPLES OF INFORMATION THAT MAY BE MATERIAL (REPRODUCED FROM SECTION 3.8 OF TSXV
POLICY 3.3 – TIMELY DISCLOSURE)**

- any issuance of securities by way of statutory exemption or Prospectus;
- any change in the beneficial ownership of the Issuer's securities that affects or is likely to affect the control of the Issuer;
- any change of name;
- a take-over bid, issuer bid or insider bid;
- any significant acquisition or disposition including a disposition of assets, property or joint venture interests;
- any stock split, stock consolidation, stock dividend, exchange, call of securities for redemption, redemption, capital reorganization or other change in capital structure;
- the borrowing or lending of a significant amount of funds or any mortgaging, hypothecating or encumbering in any way of any of the Issuer's assets, or an event of default under a financing or other agreement;
- any acquisition or disposition of the Issuer's own securities;
- the development of a new product or any development which affects the Issuer's resources, technology, products or markets;
- the entering into or loss of a material contract;
- firm evidence of a material increase or decrease in near-term earnings prospects;
- a significant change in capital investment plans or corporate objectives;
- any change in the board of directors or senior officers;
- significant litigation;
- a material labour dispute or a dispute with a major contractor or supplier;
- a Reverse Takeover, Change of Business of an Issuer, Merger, Amalgamation or other Material Information relating to the business, operations or assets of an Issuer;
- a declaration or omission of dividends (either securities or cash);
- the results of any asset or property development, discovery or exploration by a Mining or Oil and Gas Issuer, whether positive or negative;

- any oral or written employment, consulting or other compensation arrangements between the Issuer or any subsidiary of the Issuer and any director or officer of the Issuer, or their associates, for their services as directors or officers, or in any other capacity;
- any oral or written management contract, any agreement to provide any Investor Relations, Promotional or Market Making activities, any service agreement not in the normal course of business or any Related Party Transaction, including a transaction involving Non-Arm's Length Parties;
- any amendment, termination, extension or failure to renew any agreement where disclosure of the original agreement or transaction was required pursuant to this Policy;
- the establishment of any special relationship or arrangement with a Participating Organization or Member or other registrant;
- any change in listing classification, including any movement by an Issuer between Tiers or NEX;
- notice of suspension review or suspension of trading of an Issuer's securities; and
- any other developments relating to the business and affairs of the Issuer that would reasonably be expected to significantly affect the market price or value of any of the Issuer's securities or that would reasonably be expected to have a significant influence on a reasonable investor's investment decisions.