

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): **January 31, 2022**

**KIORA PHARMACEUTICALS, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation)

**001-36672**  
(Commission File Number)

**98-0443284**  
(IRS Employer Identification No.)

**1371 East 2100 South  
Suite 200  
Salt Lake City, Utah 84105**  
(Address of principal executive offices)

**84105**  
(Zip Code)

**(781) 788-9043**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class:</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered:</u>
Common Stock, \$0.01 par value	KPRX	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Appointment of Director*

On January 31, 2022, the Board of Directors (the "Board") of Kiora Pharmaceuticals, Inc. (the "Company") appointed Erin Parsons as a member of the Board. Ms. Parsons will serve as a Class III director and will serve until the Company's 2024 Annual Meeting of Stockholders and until her respective successor is duly elected and qualified or her earlier resignation or removal.

The Board has determined that Ms. Parsons is independent under the rules of The Nasdaq Capital Market. As a non-employee director of the Company, Ms. Parsons will receive compensation in the same manner of the Company's other non-employee directors, as described in the section entitled "Director Compensation" in the Definitive Proxy Statement on Schedule 14A for the Company's 2021 Annual Meeting of Stockholders filed with the Securities and Exchange Commission on April 30, 2021.

Ms. Parsons, age 46, has served as Founder and President of Parsons Medical Communications, LLC, an agency providing scientific and strategic consulting to small and large companies in the ophthalmic space, since its founding in 2010. Ms. Parsons has served as a member of the board of directors of Alimera Sciences, Inc. (Nasdaq: ALIM), a pharmaceutical company concerned with retinal health and vision, since December 2021. Ms. Parsons received a BS in Biology from Wake Forest University.

There are no arrangements or understandings between Ms. Parsons and any other person pursuant to which Ms. Parsons was appointed as a director of the Company, and there are no family relationships between Ms. Parsons and any director or executive officer of the Company. Since the beginning of the Company's last fiscal year, the Company has not engaged in any transactions, and there are no proposed transactions, or series of similar transactions, in which Ms. Parsons was or is to be a participant and in which any related person had a direct or indirect material interest in which the amount involved exceeds or exceeded \$120,000.

### *Resignation of Executive Chairman*

Effective of January 31, 2022, Stephen From voluntarily resigned as Executive Chairman of the Company and as a member of the Board. Mr. From did not resign as a result of any disagreement regarding the Company's operations, policies or practices.

In connection with Mr. From's resignation, the Company and Mr. From entered into a separation agreement (the "Separation Agreement") on January 31, 2022, providing for severance payments and benefits to Mr. From consistent with the terms of his existing employment agreement with the Company, including monthly payments of \$33,333.33 for eighteen months following the separation date, a lump sum of \$300,000 payable on the date of the last monthly payment, eighteen months of COBRA subsidy payments and eighteen months of accelerated option and restricted stock unit vesting. The Separation Agreement also includes a release of claims by Mr. From in favor of the Company.

The foregoing is a summary description of the terms and conditions of the Separation Agreement and is qualified in its entirety by reference to the Separation Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

### *Appointment of Chairman*

In connection with Mr. From's resignation as Executive Chairman, effective as of January 31, 2022, the Board appointed Paul Chaney as non-executive Chairman of the Board, and Mr. Chaney ceased serving as Lead Independent Director upon his appointment as Chairman.

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### **Item 7.01. Regulation FD Disclosure.**

On February 1, 2022, the Company issued a press release announcing the appointment of Ms. Parsons to the Board and Mr. From's resignation. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished herein, including Exhibit 99.1, is not deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. This information will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates them by reference.

### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

The Company hereby files or furnishes, as applicable, the following exhibits:

[10.1](#) [Separation Agreement by and between Kiora Pharmaceuticals, Inc. and Stephen From, dated January 31, 2022](#)

[99.1](#) [Press Release of the Company, dated as of February 1, 2022](#)

104 Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**KIORA PHARMACEUTICALS, INC.**

By: /s/ Brian M. Strem, Ph.D.

Brian M. Strem, Ph.D.

President and Chief Executive Officer

Date: February 1, 2022

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January 31, 2022

**BY EMAIL**

Stephen From

Dear Stephen:

This letter agreement sets forth the terms of your separation from employment with Kiora Pharmaceuticals Inc. (the "Company"). Your final date of employment with the Company is January 31, 2022 (the "Separation Date"). In connection with the termination of your employment, the Company is offering certain benefits to which you are not otherwise entitled, in exchange for certain obligations on your part. This letter is referred to as the "Agreement." Reference is hereby made to the Fourth Amended and Restated Employment Agreement between you and the Company, dated as of January 29, 2021 (the "Employment Agreement").

1. Earned Compensation; Business Expenses. As of January 31, 2022, you will receive a payment representing your final pay for all earned but unpaid wages, including accrued but unused vacation time, earned through and including the Separation Date. All payments are subject to applicable withholdings and deductions. You will also be reimbursed for any authorized reasonable business expenses that you may have incurred, provided that you submit an expense report and supporting documentation in accordance with the Company's policies and practices on, or immediately after, the Separation Date. You receive the earned compensation, reimbursement of business expenses and notice described in this paragraph even if you do not sign this Agreement. Any unvested options and/or restricted stock that you hold as of the Separation Date will be subject to acceleration pursuant to Section 9.2(e) of the Employment Agreement.

2. Continuation of Health & Dental Insurance. Your regular coverage under the Company's health & dental insurance will end on January 31, 2022. If you currently participate in the Company's group health & dental plan, you have the option of extending that coverage by electing continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). COBRA coverage is generally available for eighteen (18) months from the Separation Date.

Instead of electing COBRA continuation coverage, you have the option of selecting different health insurance coverage through the Health Insurance Marketplace under the Affordable Care Act. The Health Insurance Marketplace will offer you a wide range of plan choices at different prices.

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You will be provided with appropriate notification and election forms shortly after the Separation Date. Whether you choose COBRA continuation coverage or coverage through the Health Insurance Marketplace, you will be responsible for paying your own premiums on a timely basis for such insurance coverage, provided that you will be entitled to receive the COBRA Subsidy (as such term is defined in the Employment Agreement) as part of the Severance Benefits, subject to Section 3 herein.

Your participation in all other Company benefit plans will end on the Separation Date unless they continue by the terms of their respective governing plan documents. You will receive the COBRA letter and the option to select different health and/or dental insurance coverage described in this paragraph even if you do not sign this Agreement.

3. Severance Benefits. If you: (a) sign this Agreement on or before February 21, 2022; (b) do not revoke your acceptance of this Agreement within the Revocation Period, as defined in paragraph 5, below; and (c) comply with all of the terms of this Agreement, then the Company will provide you with the severance benefits as set forth in Section 9.2 of the Employment Agreement (collectively, the "Severance Benefits").

If you:

- A. do not sign this Agreement on or before February 21, 2022; or
- B. sign this Agreement on or before February 21, 2022 but revoke your acceptance of this Agreement within the Revocation Period, as defined in paragraph 5, below; or
- C. do not comply with the terms of this Agreement;

then you will not be entitled to, and the Company will not be obligated to provide you with, any Severance Benefits.

4. General Release, Waiver and Covenant Not to Sue. Except as specifically set forth in this Agreement, and in consideration and exchange for the Severance Benefits set forth above, and for other good and valuable consideration described herein, you, Stephen From, on behalf of yourself, your heirs, next of kin, executors, administrators, agents, representatives, attorneys and assigns, knowingly and voluntarily forever release and discharge Kiora Pharmaceuticals, Inc.; its past and present affiliates, subsidiaries, board of directors, parent companies, investors, predecessors, successors and assigns; and its and their respective current and former partners, members, owners, shareholders, trustees, officers, directors, employees, attorneys, fiduciaries, insurers, representatives and agents, both individually and in their business capacities (collectively, the "Releasers") of and from, and waive any rights in and to, all claims, complaints, demands, contracts, grants, lawsuits, causes of action or expenses of any kind (including attorney's fees and costs), (collectively, "Claims"), whether known or unknown, that you now have or ever had against the Releasers or any of them up to your signing this Agreement, including but not limited to Claims related to or arising from your employment with the Company and/or the termination thereof; Claims arising under common law; Claims for breach of contract and in tort; Claims for unpaid compensation, unpaid bonuses, equity or any employee benefits; Claims for attorney's fees and costs; and Claims arising under federal, state or local labor law, employment laws and laws prohibiting employment discrimination (based on age, gender, pregnancy, race, religion, color, national origin, ancestry, ethnicity, sexual orientation, disability, genetic information, military or veteran status, gender identity and expression, and other protected classes), including but not limited to: Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Fair Labor Standards Act of 1938, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act of 1990, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, each as amended, and all related regulations, rules or orders, and similar federal, state or local statutes, regulations, rules or ordinances, including but not limited to the Massachusetts Fair Employment Practices Act, the Massachusetts Civil Rights Act, the Massachusetts Overtime Law, the Massachusetts Equal Rights Law, the Massachusetts Weekly Payment of Wages Act, and the Massachusetts Earned Sick Time Law, each as amended. You further agree that you covenant not to sue the Releasers, or any of them, for any Claims described above. For avoidance of doubt, this means that you have released the Releasers from liability from any Claims, and, additionally, separately agree not to commence any legal action for any Claims. You acknowledge that if you bring any legal action against the Releasers or any of them for any Claims, then you will be in breach of this Agreement. You understand that the release contained herein is a GENERAL RELEASE and acknowledge that the Severance Benefits are sufficient consideration for your obligations and release in this Agreement.

a. **Acknowledgements.** You acknowledge that with your final paycheck, you have been paid any and all wages (including all base compensation and, if applicable, any and all overtime, commissions which are due and payable as of the Separation Date, and bonuses) to which you are or were entitled by virtue of your employment with the Company, and that you are unaware of any facts or circumstances indicating that you may have an outstanding claim for unpaid wages, improper deductions from pay, or any violation of the Fair Labor Standards Act, the Massachusetts Weekly Payment of Wages Act, the Massachusetts Overtime Law, or any other federal, state or local laws, regulations, rules, ordinances or orders that are related to payment of wages. You acknowledge that you have not suffered an injury in the workplace which has not been reported to the Company and are not aware of any facts or circumstances that would give rise to a claim that you suffered a workplace injury. You acknowledge that you have received any leaves of absence and any reasonable accommodations to which you were entitled under the Family and Medical Leave Act, the Americans with Disabilities Act, the Massachusetts Domestic Violence Leave Act, the Massachusetts Earned Sick Time Law, the Massachusetts Small Necessities Leave Act, the Massachusetts Parental Leave Act, or any other laws, regulations, rules or ordinances relating to medical leaves and accommodations and are not aware of any facts or circumstances that would give rise to a claim that you were denied any rights under such laws, regulations, rules or ordinances.

b. **Protected Activity.** This release does not apply to: (i) your entitlement under ERISA to vested retirement or pension benefits; (ii) enforcement of the terms of this Agreement; (iii) any claims to workers' compensation benefits; (iv) any claims for unemployment benefits; and (v) any claims that may not be released by applicable law. Also, nothing in this Agreement shall prohibit you from filing a charge with the Equal Employment Opportunity Commission ("**EEOC**") or with any other federal, state or local government agency, including the National Labor Relations Board ("**NLRB**") or from participating in an investigation or proceeding of the EEOC or other federal, state or local government agency, including the NLRB. However, you waive the right to any personal monetary recovery or other personal relief should the EEOC or any other federal, state or local government agency pursue any class or individual charges in part or entirely on your behalf on the basis that any such claims have been fully and completely satisfied by the payments you are receiving under this Agreement.

5. **Time to Consider Agreement; Revocation Period.** You acknowledge that you have been given at least twenty-one (21) days to review and consider this Agreement and, therefore, you have until February 21, 2022 to sign this Agreement. You may sign it before February 21, 2022, but if you do, then you acknowledge that you understand you had until February 21, 2022; that you voluntarily decided to sign it before February 21, 2022; and that you waive any time remaining before February 21, 2022. You acknowledge that the Company has advised you in writing to consult with an attorney of your own choice about this Agreement, including specifically the General Release, Waiver and Covenant Not to Sue set forth in paragraph 4, above, before signing it. If you choose to attempt to negotiate the terms of this Agreement, any such negotiations shall not toll or extend the time to consider this Agreement.

Once you sign this Agreement, you will still have seven (7) additional days from the date you sign to revoke your acceptance ("**Revocation Period**"). If you decide to revoke this Agreement after signing and returning it, you must notify the Company in writing. You can send the written notice by electronic mail, facsimile or registered mail, but no matter how you send it, the Company must receive your written notice no later than 5 p.m. on the seventh (7<sup>th</sup>) day after you sign this Agreement. Please address your written statement of revocation to:

Kiora Pharmaceuticals, Inc.  
ATTN: Brian Strem  
1371 East 2100 South, Suite 200  
Salt Lake City, UT 84105  
bstrem@kiorapharma.com

Unless you revoke your acceptance within seven (7) days of signing this Agreement, the eighth day after you sign this Agreement shall be deemed the "Effective Date" of this Agreement.

6. **Nondisparagement; Relationship to the Company.** You agree not to make or provide any derogatory, defamatory or negative statements or information to anyone about the Company and/or any of the Releasees or any of its or their respective services, products, directors, officers or employees, unless compelled to do so by law, or by an order of a court or other forum of competent jurisdiction, in which case you will notify the Company promptly to allow the Company sufficient time to intervene to stop you from being required to make such statements or information. After the Separation Date, you must refrain from representing to others or giving others the impression, whether directly or indirectly, that you are in any way an employee, agent or representative of the Company.

7. **Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement.** The terms of your existing Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement remain in full force and effect, except as otherwise provided in Section 3 of this Agreement and as modified by Section 10 of the Employment Agreement. If you breach paragraph 7 of this Agreement or any surviving provision of the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement, the Company's obligation to provide you with any Severance Benefits will immediately terminate.

8. **Cooperation; Return of Property.** You agree to cooperate fully in the defense or prosecution of any claims or actions now in existence or which may be brought or threatened in the future against or on behalf of the Company about which you have knowledge or were involved by virtue of your employment with the Company, and in any claim or action brought by the Company against any other entity about which you have knowledge or were involved by virtue of your employment with the Company. On or before the Separation Date, you agree to return all of the Company's property, including your identification badge and any and all keys, passwords, external hard drives, laptops, phones, software, spreadsheets and any other property and/or information that you may have received, created, or accessed as an employee of the Company, including but not limited to any documents or data stored on any Company device or on any personal device. You agree not to retain, and represent that you have returned, any copies of any property, documents, spreadsheets or information, including but not limited to paper documents or items stored in any electronic format, which was made or compiled by you, or made available to you, relating to the Company, its clients or any of them.

9. **Nonadmission.** This Agreement shall not be construed in any way to be an admission by the Company, and the Company specifically denies, that it has engaged in any wrongful or unlawful act with respect to you, your employment or the termination of your employment.

10. **Breach.** You agree that if you breach or threaten to breach the provisions of sections 4, 6, or 8 of this Agreement, the Company will suffer irreparable harm for which money damages may not be adequate. Therefore, you agree that the Company shall be entitled to equitable relief, including a preliminary and permanent injunction, without the need to post a bond of greater than \$100 or to provide any other security, to stop or prevent the harm to the Company, and to payment by you of all costs and attorneys' fees

incurred by the Company in enforcing the provisions of this Agreement. The Company will also be entitled to all other remedies available to it by law. Notwithstanding the foregoing, under no circumstances shall your aggregate liability for any breach or threatened breach of sections 4, 6 or 8 of this Agreement, including costs and expenses payable by you in connection with enforcement thereof, exceed the value of the Severance Benefits actually received by you hereunder.

11. Miscellaneous. This Agreement constitutes the entire agreement between you and the Company and supersedes all other agreements, whether written or oral, with respect to your employment, its termination and all related matters, except as provided in section 7 of the Agreement. This Agreement may only be modified or amended by a written document signed by both parties. If any part, term or provision of this Agreement is determined to be illegal, invalid or unenforceable, that term or provision will be stricken and the remaining parts, terms or provisions will remain in full force and effect. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. The parties agree to the exclusive jurisdiction of the state courts located in Middlesex County, Massachusetts and the federal courts located in Suffolk County, Massachusetts, and waive any defenses to personal or subject matter jurisdiction of such courts, to any disputes arising from or related to this Agreement or the enforcement of any of its terms. This Agreement shall be binding upon and inure to the benefit of the Company and its respective successors and assigns. This Agreement may be executed in duplicate counterparts, each of which shall be treated as an original, and signatures submitted in electronic format shall be considered originals.

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12. Representations. You represent and agree that: (a) you have carefully read and understand this Agreement and, in particular, the General Release, Waiver and Covenant Not to Sue contained in paragraph 4 above, and fully understand the final and binding effect of same; (b) you were advised to consult legal counsel before signing this Agreement and have had the opportunity to do so; (c) you are not entitled to the consideration set forth in this Agreement, but for your signing this Agreement and not revoking it within the permitted timeframes; (d) you are signing this Agreement knowingly and voluntarily and for reasons of your own; and (e) the Company has not made any representations inconsistent with the terms of this Agreement.

Please indicate your agreement to the terms of this Agreement by signing and returning to Brian Strem a copy of this letter no later than 5:00PM on February 21, 2022.

**Kiora Pharmaceuticals, Inc.**

**Stephen From**

/s/ Brian Strem

/s/ Stephen From

By: Brian Strem

Date: 1/31/2022

Its: President and Chief Executive Officer

Date: 1/31/2022

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**ACKNOWLEDGEMENT**

(To be signed only if you sign before February 21, 2022)

I, Stephen From, acknowledge that I was informed and understand that I have been given twenty-one (21) days to consider signing this Agreement. I have been advised in writing of my rights to consult with an attorney of my choice and have done so or chosen not to do so. If I sign this Agreement prior to February 21, 2022, I acknowledge and agree by signing below that I have voluntarily decided to waive the remainder of the 21 days I was given to review this Agreement.

Acknowledged and Agreed,

/s/ Stephen From

1/31/2022

Stephen From

Date

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### **Kiora Pharmaceuticals Appoints Erin Parsons to its Board of Directors; Stephen From to Retire from Board**

SALT LAKE CITY, UT, Feb 1, 2022 – Kiora Pharmaceuticals, Inc. (NASDAQ: KPRX), (“Kiora” or the “Company”) announced today the appointment of Erin Parsons as a new independent Director of its Board of Directors (the “Board”). Separately, the Executive Chairman, Stephen From, has informed Kiora of his voluntary resignation from the Board. These changes are effective immediately.

“I am pleased to welcome Erin Parsons to our Board of Directors,” said Brian M. Strem, Ph.D, President and CEO of Kiora. “Erin brings extensive commercial and strategic expertise in eyecare, a critical and complementary perspective as we continue to dedicate efforts to develop therapeutics for eventual commercial successes.”

“This is an exciting time to join Kiora’s Board,” said Erin Parsons. “Their pipeline includes KIO-301, a photo-switching small molecule drug that has the potential to restore vision in blindness caused by retinal degeneration. This could be game-changing to patients suffering from a rare form of blindness called Retinitis Pigmentosa. Additionally, KIO-101, a proven next-generation anti-inflammatory may provide a novel approach to addressing ocular surface disease in rheumatoid arthritis patients. I look forward to working with the entire Board and leadership team to further advance these promising therapeutics.”

Erin Parsons’ extensive knowledge, experience, and network in the eyecare industry bring to the Company a broad understanding of the unmet needs in ophthalmic diseases in the front and back of the eye. During her career, she participated in the commercialization of XIIDRA®, OXERVATE®, LUCENTIS®, BEOVU®, DUREZOL®, ZIRGAN®, among others. In 2010 she founded Parsons Medical Communications where she currently serves as President. This leading agency provides scientific and strategic consulting to small and large companies in the ophthalmic space. Click [here](#) to read her full bio.

Stephen From served as Kiora’s Executive Chairman since early 2021, and previously served as Kiora’s (under the former name of EyeGate Pharmaceuticals, Inc.) President, CEO and Director since 2005. Kiora’s Board accepted Stephen From’s voluntary resignation to pursue other activities. Paul Chaney, Kiora’s current Lead Independent Director, will be assuming the role of Chairman of the Board.

“On behalf of the Company and all our stakeholders, I would like to thank Stephen From for his hard work, dedication and contributions over the years,” added Dr. Strem. “I’m confident of his future endeavors, and I’m deeply appreciative of his focus on making Kiora a successful organization with a first-in-class therapeutic pipeline.”

[The registered trademarks mentioned above are the property of: XIIDRA, DUREZOL® and BEOVU® (Novartis), OXERVATE® (Dompe), LUCENTIS® (Genentech/Roche) and ZIRGAN® (Bausch + Lomb)].



#### **About Kiora**

Kiora is a clinical-stage biotechnology company developing and commercializing products for treating ophthalmic diseases. KIO-301 is a molecular photoswitch that has the potential to restore light perception in patients with inherited and/or age-related retinal degeneration. KIO-101 is a next-generation, non-steroidal, immuno-modulatory and small molecule inhibitor of Dihydroorotate Dehydrogenase (“DHODH”) with best-in-class picomolar potency and a validated immune modulating mechanism (blocks T cell proliferation and proinflammatory cytokine release) designed to overcome the off-target side effects and safety issues associated with other DHODH inhibitors. In addition, Kiora is developing KIO-201, a modified form of the natural polymer hyaluronic acid, designed to accelerate corneal wound healing. For more information, please visit [www.kiorapharma.com](http://www.kiorapharma.com).

#### **Forward-Looking Statements**

Some of the statements in this press release are “forward-looking” and are made pursuant to the safe harbor provision of the Private Securities Litigation Reform Act of 1995. These “forward-looking” statements include statements relating to, among other things, the development and commercialization efforts and other regulatory or marketing approval efforts pertaining to Kiora’s products, including KIO-101, KIO-201 and KIO-301, as well as the success thereof, with such approvals or success may not be obtained or achieved on a timely basis or at all. These statements involve risks and uncertainties that may cause results to differ materially from the statements set forth in this press release, including, among other things, market and other conditions and certain risk factors described under the heading “Risk Factors” contained in Kiora’s Annual Report on Form 10-K filed with the SEC on March 25, 2021 or described in Kiora’s other public filings. Kiora’s results may also be affected by factors of which Kiora is not currently aware. The forward-looking statements in this press release speak only as of the date of this press release. Kiora expressly disclaims any obligation or undertaking to release publicly any updates or revisions to such statements to reflect any change in its expectations with regard thereto or any changes in the events, conditions, or circumstances on which any such statement is based, except as required by law.

#### **Investor Contact**

Francina Agosti, Ph.D  
(617) 546-0742

[fagosti@reportablenews.com](mailto:fagosti@reportablenews.com)