

THIRD ADDENDUM ("ADDENDUM") TO AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT AND FIRST ADDENDUM THERETO ("AGREEMENT") made on 1 JUNE 2022 ("EFFECTIVE DATE")

Between

HIGHLANDS VENTURES (PTY) LTD, formerly Canopy Growth South Africa (Pty) Ltd, a limited liability private company duly incorporated in the Republic of South Africa with registration number 2018/360843/07 (the "**Service Provider**")

PSYENCE BIOMED CORP, a private company incorporated British Columbia, Canada, with Registration Number BC1284764, formerly **MINDHEALTH BIOMED CORP.**, a private company incorporated in Canada with incorporation number 1250817 ("**Client**"),

and

MIND HEALTH (PTY) LTD, a private company incorporated in the Kingdom of Lesotho with registration number 71179 ("**Company**"),

collectively referred to as the "**Parties**"

1 RECITALS

- 1.1 In this Addendum words and phrases defined in the Agreement or in the annexures to the Agreement will bear the same meanings herein, unless otherwise defined.
- 1.2 The Parties have agreed to reduce the MSA Services. Accordingly, the Parties wish to amend the Agreement to cater for a reasonable transition period and the winding up of the management services being performed by the Service Provider.
- 1.3 The Parties wish to record these amendments, in writing.

2 EFFECTIVE DATE OF AMENDMENT

This Addendum shall come into effect upon the Effective Date.

3 AMENDMENTS TO THE AGREEMENT

The Agreement is hereby amended as follows:

- 3.1 The Team's working hour time allocation to the Services shall be as follows:
 - Stephen: 0% from 1 June 2022
 - Yasin: 10% (4 hours/ week - Wednesday), for the month of February 2022, and 5% (4 hours every 2 week's) for the month of March 2022 and 0% from 1 April 2022.
 - Boyd: 0%
 - Sash: 20%
 - Mark: 0%

- Taryn: 60% (3 days/week - Wed, Thurs, Fri) to be reassessed the end of June 2022
- Finance: 0%
- Teboho: 20%
- Robert: to be recharged in accordance with hours worked during a month, at the prevailing hourly rate.
- QA Services: 0%

3.2 The Fees as set out in clause 6.1 of the Agreement shall be adjusted to:

3.2.1 **R128,771** for the month of February 2022;

3.2.2 **R123,300** for the month of March 2022;

3.2.3 **R117,830** for the month of April 2022 and May 2022 and

3.2.4 **R92,855** from June 2022.

4 **SAVINGS CLAUSE**

Save to the extent specifically or by necessary implication modified in or inconsistent with the provisions of this Addendum, all the terms and conditions of the Agreement shall *mutatis mutandis* continue in full force and effect. If there is any discrepancy between this Addendum and the original Agreement, this Addendum shall prevail.

5 **COSTS**

Each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Addendum.

6 **SIGNATURE**

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

HIGHLANDS VENTURES (PTY) LTD

Per:



Name: Mark Corbett
Title: Managing Director

PSYENCE BIOMED CORP

Per:



Name: Jody Aufrichtig
Title: Director

MIND HEALTH (PTY) LTD

Per:



Name: Jody Aufrichtig
Title: Director