

SERVICE AGREEMENT

This Service Agreement (henceforth "AGREEMENT") is effective as of the date of last signature to this AGREEMENT (the "Effective Date") by and between:

Neural Therapeutics Inc., a corporation incorporated under the laws of Ontario Canada, with registered address at 77 King Street West, Suite 2905, Toronto, Ontario M5K 1H1, recorded under 002758430 Ontario Corporation Number and represented by Ian Campbell, duly empowered for the purpose hereof;

(hereinafter referred to as "Neural Therapeutics"),

and

UNIVERSIDAD PERUANA CAYETANO HEREDIA, an institution incorporated under the laws of Peru, with its address at Av. Honorio Delgado 430, Urb. Ingeniería, San Martin de Porres, Lima-Peru and identified with Peruvian Tax ID No. 20110768151 and represented by [REDACTED], DNI N° [REDACTED], duly empowered for the purpose hereof;

(hereinafter referred to as "UPCH")

Neural Therapeutics and UPCH is hereinafter referred to individually as a "PARTY", and together as the "PARTIES".

The PARTIES sign this AGREEMENT for the provision of services under the following terms and conditions:

ARTICLE 1 DEFINITIONS

Wherever used in this AGREEMENT, unless the context otherwise requires, the following terms have the following meanings:

1.1 "Background IP" means Intellectual Property:

(a) owned by a PARTY; or

(b) created or acquired by a PARTY prior to the commencement of, or independently of, the activities funded in the Project. "Background IP" shall include the extraction work previously undertaken by Neural Therapeutics;

which such PARTY has made available for the activities funded under the Technical Services.

1.2 "Change of Control" shall mean, in respect of UPCH, an event where any single person, legal entity, group of persons or group of legal entities acting alone or in concert, either (i) acquires a majority of the voting rights in UPCH; or (ii) acquires the right to appoint or remove a majority of UPCH board of directors; or (iii) acquires all or substantially all of UPCH assets; or (iv) acquires the power to otherwise direct UPCH business.

1.3 "Deliverable" shall mean any result, or output such as reports, plans, methods, literary works, artistic works, databases, data, derivative works, and any other work product or tools delivered

by the UPCH to Neural Therapeutics under this AGREEMENT, whether oral, physical, tangible, intangible or electronic, as may be developed pursuant to the Scope of Work (“SOW”).

- 1.4 “Field” shall mean: Functional, Chemical, Taxonomic and Genetic analysis of [REDACTED].
- 1.5 “Foreground Intellectual Property” or “Foreground IP” means all Intellectual Property that is developed by UPCH as a result of the performance of the Technical Services during the Term.
- 1.6 “Intellectual Property” or “IP” means inventions, discoveries, developments, patents, patent applications, utility models, utility models applications, industrial designs, industrial designs applications, copyrights, copyright registrations, copyright applications, trademarks, trademark registrations, trademark applications, trade secrets and/or know-how, and other information or rights protectable as property.
- 1.7 “Inventions” means any patentable invention, improvement or other discovery conceived and first reduced to practice solely by a PARTY or PARTIES in the performance of the Technical Services during the Term.
- 1.8 “Patent” or “Patents” means United States or international issued patents, and United States or international patent application(s).
- 1.9 “Technical Services” shall mean the plans of research and development activities as set forth under Article 2 of this AGREEMENT and in conjunction with the appropriate Statement of Work (“SOW”) as attached in *EXHIBIT A*.

**ARTICLE 2
TECHNICAL SERVICES**

- 2.1 The Technical Services will be executed by UPCH through [REDACTED]. If for any reason said person is not available or does not have the necessary qualifications and experience to perform the Technical Services, Neural Therapeutics will have the right/option to terminate this contract for non-compliance or to require UPCH to immediately provide a substitute acceptable to Neural Therapeutics.
- 2.2 Payments of fees. The contractual amount for all the Technical Services that are the subject of this AGREEMENT that Neural Therapeutics will pay to UPCH shall be [REDACTED], amount that includes all the applicable taxes and the cost of the Technical Services, as well as any other concept that may have an impact on the execution of the provision that is the subject of this contract.

Payments by Neural Therapeutics relating to this AGREEMENT, shall be made to UPCH’s bank account hereunder, or, upon written request by UPCH, to another account in its name, that must be notified to Neural Therapeutics with five (5) business days in advance to the payment date.

Neural Therapeutics shall transfer the funds electronically to the following bank account:

Beneficiary Name:	[REDACTED]
Account number:	[REDACTED]
Bank Name: &	[REDACTED]
Address:	[REDACTED]
ABA	[REDACTED]
SWIFT	[REDACTED]

The PARTIES expressly established that all payments related to this AGREEMENT will be made upon receipt by Neural Therapeutics of the corresponding invoice duly issued by UPCH. The PARTIES agree that all payments will be made at the time and within the terms and conditions established in *EXHIBIT A*.

- 2.3 UPCH may use third party subcontractors in the performance of its activities undertaken in connection with the Technical Services. UPCH undertakes that all subcontractors must sign the adherence template established as *EXHIBIT C* of the AGREEMENT. In the event that the agreement between UPCH and the subcontractor is concluded in a language other than English, they can sign the template in said language, provided that this document must be a faithful translation of the *EXHIBIT C*, under the responsibility of UPCH.

Each subcontractor must comply with the applicable terms and conditions of this AGREEMENT, including without limitation, those relating to the ownership and use of Foreground IP, use of Materials as set forth under the *EXHIBIT B*, and Confidentiality obligation. Neural Therapeutics must be informed and agree to the participation of each subcontractor, provided that every subcontractor must be essential to the successful completion of the Technical Services.

In the event that UPCH subcontracts a third party to perform the Technical Services, it must inform Neural Therapeutics of this situation and send a copy of the contract concluded between UPCH and the third party within ten (10) calendar days of the date of execution of the corresponding agreement.

Likewise, UPCH is fully responsible for the acts of its employees, consultants, subcontractors and related parties. In this sense, UPCH will assume all responsibility including, but not limited to, any special, indirect, incidental, punitive, or consequential damages (including loss of use, data, business, or profits) arising out of or in connection with this AGREEMENT, whether such liability arises from any claim based upon contract, tort (including negligence), and/or any other liability.

- 2.4 At the Effective Date, and during the Term as long as is required, Neural Therapeutics may supply Materials and related Information. For the sake of clarity “Materials” may include materials or biological origin, prototype equipment and associated consumables. UPCH agrees to the terms and conditions of use of such Materials and related Information as set forth under the *EXHIBIT B* to this AGREEMENT. Notwithstanding the foregoing, human specimens obtained from Neural Therapeutics shall be the subject of a separate Material Transfer Agreement between the PARTIES which shall include terms and conditions identical to Articles 3, 4, 6 and 7.1 contained in this AGREEMENT.
- 2.5 Any additional costs and expenses of UPCH incurred in carrying out its obligations under the Technical Services shall be borne by UPCH unless otherwise agreed in writing between the PARTIES.
- 2.6 For purposes of clarity, the PARTIES declare that the Technical Services include the participation of UPCH as the National Support Institution (INA, for its acronym in Spanish) in

the application process for authorizations to access genetic resources and their derivatives for non-commercial purposes that Neural Therapeutics will initiate before the SERFOR in accordance with the provisions of Supreme Decree No. 019-2021-MINAM.

2.7 Additional services: The PARTIES declare that the services described in section 4 of the EXHIBIT A represent additional services, according to the following detail:

- Additional DNA identification per sample of [REDACTED]
- Additional mescaline quantification per sample by [REDACTED] (the “Additional Services”).

The payment for the Additional Services will be calculated based on the number of samples taken, with each sample having the cost indicated above. The number of samples and the opportunity in which they are taken will be subject to the discretion of Neural Therapeutics, provided that UPCH must have the availability and resources necessary to take all the samples requested by Neural Therapeutics at any time.

The PARTIES agree that the prices established for the Additional Services may be modified at any time, with the prior, express, and written consent of both PARTIES.

For purposes of clarity, the PARTIES declare that the provision of these Additional Services by UPCH will be provided under the terms and conditions set forth in this AGREEMENT, specifically, without limitation, as set forth in articles 3, 4, 6 and 7 of the AGREEMENT.

ARTICLE 3 INTELLECTUAL PROPERTY AND DELIVERABLES

3.1 Background IP Rights. All such rights remain the property of the owner, unless otherwise agreed in writing between the PARTIES.

3.2 Foreground IP Rights:

- a) If the Technical Services, including all Deliverables, result in any intellectual property right, UPCH shall promptly inform to Neural Therapeutics.
- b) Ownership of Foreground IP and Deliverables. The PARTIES recognize that the ownership of some of the rights generated during or as a result of the render of the Technical Services, including all Deliverables, could belong only to human beings, but the PARTIES agree that all the economic benefits generated by those rights will be owned exclusively by Neural Therapeutics. In that sense, the PARTIES agree that in the maximum extent permitted by law, all the legal rights in any and all jurisdictions, all Foreground IP, including all Deliverables, created in connection with the Technical Services, including ownership of inventions, discoveries, developments, patents, utility models, industrial designs, trade secrets, trademarks, know-how, economic rights of the works or creations, and other rights subject to protection under intellectual property legislation shall be exclusively owned or granted to Neural Therapeutics free of any charge, cost, or the compliance with any kind of obligation or consideration
- c) For the purpose mentioned above, UPCH will provide reasonable assistance to Neural Therapeutics for filing before the Peruvians authorities any patent, utility model, industrial design, trade secret, copyrights or other applications related to the recognition of Neural Therapeutics’ intellectual property rights. The costs of the administrative

proceedings will be assumed by Neural Therapeutics, but UPCH shall provide its assistance free of charge or costs during the term of the whole administrative proceedings.

In addition, UPCH declare that it will provide Neural Therapeutics with the correspondent authorizations or assignment of rights documents signed by employees, consultants and subcontractors of UPCH to irrevocably waive or assign their rights in any invention, discovery, patent, utility model, industrial design, trade secret, trademark, know-how, work or any other intellectual property right created or developed during the render of the Technical Services, including all Deliverables, in favor of Neural Therapeutics. At least, the authorization or assignment of rights documents must grant Neural Therapeutics comprehensively, exclusively, free of charge, without reservations neither limitations, worldwide and for the maximum term established by law, the right to use, create, distribute, spread, transform, reproduce, exploit and develop any kind of activities by any means or proceeding related to the intellectual property rights develop or created during the render of the Technical Services.

- d) UPCH warrants that as far as it is aware none of the Intellectual Property Rights developed or created during the Technical Services will infringe or have been misappropriated from any third-party Intellectual Property Rights.

ARTICLE 4 CONFIDENTIALITY AND DATA PROTECTION

- 4.1 Non-disclosure obligation. The Parties agree to keep the terms and conditions of the AGREEMENT and all information received or obtained as a result of entering into or performing the AGREEMENT strictly confidential ("Confidential Information").
- 4.2 Definition of Confidential Information. In addition to the provisions of section 4.1 above, "Confidential Information" shall mean information in written, graphic, oral or other tangible form protected by patent, utility model, industrial design, trade secret, copyright or other right of non-disclosure that is marked in writing as confidential, or, if disclosed orally and requested by the receiving PARTY, is summarized in writing and so marked within thirty (30) days.
- 4.3 Allowed disclosure. Notwithstanding the above-mentioned provisions, each PARTY may disclose information which would otherwise be confidential in the event that:
- i. are within the public domain prior to the time of the disclosure by the disclosing PARTY to the receiving PARTY or thereafter enter the public domain other than as a result of disclosure by the receiving PARTY or any of its representatives in violation of this AGREEMENT.
 - ii. are hereafter independently developed by the receiving PARTY without reference to the information received from the disclosing PARTY.
 - iii. were, on or before the date of disclosure, in the possession of the receiving PARTY and were not acquired directly or indirectly from the disclosing PARTY.
 - iv. were acquired by the receiving PARTY from a third party (unless the receiving PARTY knows that the third party was under an obligation of confidentiality); or
 - v. are required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order.

4.4 Obligation of Confidentiality. UPCH will maintain the confidentiality of all Confidential Information received from Neural Therapeutics during the Term and will not disclose any Confidential Information except to the employees, consultants and subcontractors of UPCH who have a need to know said information in order to provide the Technical Services subject to the AGREEMENT (“Authorized Personnel”). Any of the persons mentioned above who are given access to Confidential Information shall be informed of this AGREEMENT, and the UPCH shall be responsible for any unauthorized disclosure by the persons mentioned above. The PARTIES agree to keep the terms and conditions of the AGREEMENT and all information received or obtained as a result of entering into or performing the AGREEMENT strictly confidential. The PARTIES expressly established that UPCH must not use the Confidential Information, or the information that will be received, obtained, or prepared because of entering into or performing the AGREEMENT, for its own benefit or in benefit of third parties.

Notwithstanding the foregoing, UPCH expressly authorizes Neural Therapeutics to make public the existence of the AGREEMENT by means of a press release, interview, or other means, provided that Neural Therapeutics is not allowed to provide specific details regarding the content of the AGREEMENT or the scope of the Technical Services, unless otherwise is provided by UPCH.

4.5 Duration of Obligation. The confidentiality provisions shall survive expiration or termination of this AGREEMENT and shall remain in effect thereafter.

4.6 Terms of the AGREEMENT. Neither PARTY shall disclose any terms or conditions of this AGREEMENT to any third party other than non-confidential details which refer to the existence and general type of agreement, without the prior consent of the other PARTY which consent will not be unreasonably withheld or delayed.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. This AGREEMENT shall commence on the Effective Date and terminate upon receipt and acceptance of the last scheduled report, presently expected according to the schedule in Exhibit A unless i) sooner terminated in whole or in part in accordance with this Article 5, ii) or is extended by mutual written consent of the PARTIES in order to provide the Additional Services established in section 4 of the *EXHIBIT A*.

5.2 Termination by mutual agreement. This AGREEMENT may be terminated in whole or in part by mutual written agreement between the PARTIES.

5.3 Termination by Neural Therapeutics. This AGREEMENT may be terminated by Neural Therapeutics at Neural Therapeutics’ sole discretion, if, at any time, Neural Therapeutics considers UPCH has not conducted its activities under the Technical Services in good scientific manner and/or has failed to meet a milestone or achieve any Deliverable, or has violated any obligation as set out under the Code, under the Article 8.11, or unauthorized use of funds as set out under the Article 8.4.

5.4 Termination of any PARTY. Any PARTY’s participation in this AGREEMENT may be terminated by the other PARTY hereto under the following circumstances and on the following terms and conditions:

- (a) if a PARTY should at any time default or commit any material breach of any covenant in this AGREEMENT, and fail to remedy or cure such default or breach within thirty (30) calendar days of written notice of such default or breach; or

- (b) if a PARTY becomes insolvent or files for bankruptcy and has not cured within thirty (30) calendar days of filing, termination will occur immediately upon written notice.

In any case, the termination of this AGREEMENT must be communicated in writing to the other PARTY.

- 5.5 Effect of Termination. Any Article and any obligation under this AGREEMENT, which is intended by its terms to survive, shall so survive any termination of this AGREEMENT in part or in full including, but not limited to the provisions of the Articles 2.4, 2.6, 2.8,2.9,3 4 and 5.5.
- 5.6 Unused Funds. In the case of Termination for any cause, and the UPCH has a balance of unused and/or uncommitted funds received from Neural Therapeutics under this Agreement, either; (i) the UPCH shall return such funds to Neural Therapeutics upon Neural Therapeutics' written request within three (03) calendar days to the referred request; or (ii) the PARTIES shall discuss and agree on the use of such funds for other purposes in the field of Functional, Chemical, Taxonomic and Genetic analysis of [REDACTED].

ARTICLE 6 WARRANTY, DAMAGES AND INDEMNIFICATION

- 6.1 Warranty. UPCH, AS AN SPECIALIZED INSTITUTION DEDICATED TO THE PERFORM OF TECHNICAL SERVICES SIMILAR TO THE TECHNICAL SERVICES PROVIDED BY THIS AGREEMENT, GIVE ALL THE EXPRESS OR IMPLIED WARRANTIES RELATED TO THE TECHNICAL SERVICES AS TO ANY MATTER WHATSOEVER, WHETHER TANGIBLE OR INTANGIBLE, MADE, OR DEVELOPED UNDER THIS AGREEMENT. HOWEVER, THE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TECHNICAL SERVICES OR ANY FOREGROUND IP OR ANY POTENTIAL FUTURE PRODUCT.
THE FOREGOING IS REGARDLESS OF THE FACT THAT THE DELIVERABLES DETAILED IN *EXHIBIT A* MUST COMPLY WITH THE PROVISIONS OF THIS AGREEMENT AND BE SUITABLE FOR THE PURPOSES OF THE SAME.
- 6.2 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) CAUSED BY SLIGHT FAULT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. FOR CLARITY PURPOSE, THE PARTIES AGREE THAT THE LIABILITY LIMITATION MENTIONED BEFORE IS NOT APPLICABLE WHEN THE DAMAGE IS CAUSED BY GROSS NEGLIGENCE OR WILFUL INTENT.

Each PARTY's aggregate liability for loss, damages or expense whether arising in contract, tort (including negligence) or otherwise shall in no event exceed the aggregate financial value of this AGREEMENT in the preceding twelve (12) months from the date on which the claim arose, unless a higher damage amount is proved against the Peruvian competent authorities.

6.3 Indemnification:

- a) UPCH shall indemnify, defend and hold Neural Therapeutics, its affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns harmless from and against any and all suits, judgments, proceedings, claims (whether valid or invalid), losses, costs and expenses (including reasonable attorneys' fees) UPCH's breach of this AGREEMENT or any other action attributable to UPCH or its employees, consultants and/or subcontractors; and
- b) Neural Therapeutics shall indemnify, defend and hold UPCH, its affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns harmless from and against any and all suits, judgments, proceedings, claims (whether valid or invalid), losses, costs and expenses (including reasonable attorneys' fees) as long as UPCH demonstrates that said damages are attributable to Neural Therapeutics as consequence of a specific breach of this AGREEMENT.
- c) Representations and Warranties: UPCH represents and warrants that: (i) the use of the Materials by UPCH will not infringe any rule or law applicable to the development of Technical Services or any other law that is in force in the Republic of Peru, (ii) has and will remain in force any approvals, authorizations, certificates or licenses required to perform its obligations under this AGREEMENT, (iii) the execution of this AGREEMENT it does not breach or will not breach any other agreement executed by UPCH, and, (iv) it has the required experience to perform the Technical Services and that Mr. Edgar Neyra Valdez or any other person designated by UPCH according to the dispositions mentioned in section 2.1 above, has the required experience to perform the Technical Services.

ARTICLE 7 PUBLICATIONS AND ACKNOWLEDGEMENTS

- 7.1 Publication Rights and Protection. Neural Therapeutics shall be the sole owner of the data generated during the Technical Services. Unless otherwise agreed by written between the PARTIES, Neural Therapeutics alone reserves the right to publish the results of research conducted as part of the Technical Services. Authorship of any potential publication shall be determined under the normally internationally accepted rules, provided that such rules do not contradict the dispositions established by the PARTIES in the Article 3 of this AGREEMENT.

Under no circumstances may UPCH publish, distribute, or market part or all of the results of research conducted as part of the Technical Services.

- 7.2 Delay for IP Protection. At Neural Therapeutics' sole discretion, Neural Therapeutics may delay for an additional sixty (60) days any oral presentation, submission, or publication to enable Neural Therapeutics to prepare and file a patent application or other appropriate form of IP protection.

ARTICLE 8 GENERAL

- 8.1 Governing Law and Disputes: This AGREEMENT shall be governed by and construed in accordance with the laws of Peru.

The PARTIES hereto undertake to settle any dispute concerning the validity, interpretation, and/or performance of this AGREEMENT in an amicable manner. To the extent practical, the

PARTIES shall continue to work under the AGREEMENT pending the final outcome of any dispute.

If the PARTIES fail to resolve such dispute, controversy or difference through the good faith negotiations, any dispute, controversy or difference arising out, derived or related to this AGREEMENT or any interpretation, performance or breach thereof shall be settled in good faith among the PARTIES. If the PARTIES fail to resolve such dispute, controversy or difference through the good faith negotiations, it shall be finally settled by arbitration in accordance with the Arbitration Rules of the National and International Arbitration Center of the Chamber of Commerce of Lima, whose rules, administration, and decision will submit the PARTIES unconditionally, stating that they know and accept them in their entirety.

8.2 Nagoya Protocol. The PARTIES acknowledge that they must comply with the regulatory requirements requested by the competent authority for access to genetic resources in compliance with the Nagoya Protocol for the execution of the Technical Services described in the Scope of Work (*EXHIBIT A*).

The complete details of the results obtained, will be delivered only if Neural Therapeutics obtains the corresponding contract for access to genetic resources with the competent entity. In case the access contract is not obtained by the scheduled date for each deliverable (*EXHIBIT A*), the UPCH will present the results, excluding any information that in any way allows access to the genetic information of the analyzed samples.

8.3 Independent Contractors. The relationship of the PARTIES to this AGREEMENT is that of independent contractors and not agents of each other or joint venturers or partners. Nothing in this AGREEMENT shall be deemed to create an agency relationship or joint venture between the PARTIES. Each PARTY shall be responsible for all taxes, benefits, withholdings, worker's compensation, unemployment insurance and similar requirements of its own employees and neither PARTY's employees shall be deemed agents or employees of the other PARTY.

8.4 Performance by Affiliates. The PARTIES recognize that each PARTY may perform some or all of its obligations under this AGREEMENT through Affiliates, provided however that each PARTY shall remain responsible for the performance by its Affiliates and shall cause its Affiliates to comply with the provisions of this AGREEMENT in connection with such performance. Each PARTY hereby expressly waives any requirement that the other PARTY exhaust any right, power or remedy, or proceed against an Affiliate, for any obligation or performance hereunder prior to proceeding directly against such PARTY.

8.5 Unauthorized use of funds:

- i) Anti-Terrorism: UPCH will not use funds provided under this AGREEMENT, directly or indirectly, in support of activities (a) related to terrorism; (b) with persons on the United Nations Consolidated Sanctions List (or its equivalent) or entities owned or controlled by such persons; or (c) with countries or territories against which the U.N. maintains comprehensive sanctions, under applicable law unless specifically approved by Neural Therapeutics in its sole discretion.
- ii) Anti-Corruption & Anti-Bribery: The UPCH will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the specific SOW, including by assisting any PARTY to secure an improper advantage.

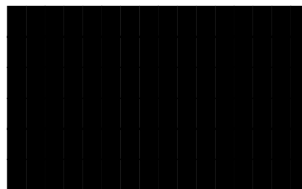
- iii) Political Activity & Advocacy: The UPCH may not use funds to influence the outcome of any election for public office in any country, or to carry on any voter registration drive.
 - iv) Child Safeguarding: The UPCH is committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children and shall not use any funds under this AGREEMENT to support the contrary.
- 8.6 Variation: The PARTIES may only vary this AGREEMENT by way of another document signed by them.
- 8.7 Non-exclusivity: Nothing in this AGREEMENT shall prevent either PARTY working with a third party in any form of business or other relationship.
- 8.8 Use of names: Except as explicitly provided in this AGREEMENT, neither PARTY shall, in any statement or material of a promotional nature, refer to the relationship of the other PARTY to the collaboration pursuant to this AGREEMENT, or otherwise use the other PARTY's name, acronym and/or emblem, without the prior written consent of the other PARTY.
- 8.9 Use of Headings: Headings are used in this AGREEMENT for the sake of convenience only.
- 8.10 Integration: This AGREEMENT, together with the exhibits, appendices, schedules and attachments hereto, constitutes the entire AGREEMENT and understanding between the PARTIES with respect to the subject matter herein and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the PARTIES concerning the subject matter hereof, and no subsequent alterations, amendments, changes or additions hereto shall be binding and valid unless reduced to writing and signed by each PARTY.
- 8.11 No Waiver: Failure of any PARTY to insist upon strict observance of or compliance with any of the terms of this AGREEMENT in one or more instances shall not be deemed to be a waiver of its right to insist upon such observance or compliance with the same or other terms hereof or in the future.
- 8.12 Provisions: If any provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this AGREEMENT shall not be impaired thereby.
- 8.13 Code of Conduct and Ethics: Neural Therapeutics recognizes the importance of having a Code of Conduct and Ethics (the "Code"). Thus, Neural Therapeutics undertakes to elaborate the Code and share it with UPCH so that it becomes aware of the Code and informs the appropriate personnel of the Code's existence and agrees to abide with the Code terms and conditions. Otherwise, UPCH warrants that it has its own code of conduct and that such own code of conduct is currently applied to UPCH.
- 8.14 Force majeure. Neither PARTY shall be held responsible for any delay or failure in performance hereunder caused by strikes, embargoes, unexpected government requirements, civil or military authorities, acts of terrorism, acts of God, earthquake, or other causes reasonably beyond such PARTY's control and without such PARTY's fault or negligence; *provided* that the affected PARTY notifies the other PARTY as soon as reasonably possible, and resumes performance hereunder as soon as reasonably possible following cessation of such *force majeure* event; and *provided* further that no such delay or failure in performance shall continue for more than six (06) months. In the event that a delay or failure in performance by a PARTY under this Article 8.14 continues longer than six (06) months, the other PARTY may

terminate this AGREEMENT in accordance with the terms and conditions of Section 5.4, in which case the PARTY affected by the *force majeure* event shall be deemed to be the breaching PARTY.

- 8.15 Notices: Any notices required to be given or which shall be given under this AGREEMENT shall be in writing delivered by recognised overnight courier service, personal delivery, telecopier (with evidence of receipt), by certified or registered mail (with return receipt requested) addressed to the PARTIES as shown below and shall be deemed to have been given or made as at the date received:

If to Neural Therapeutics: 77 King Street West, Suite 2905
Toronto, Ontario, Canada
M5K1H1
Mail : icampbell@neuraltherapeutics.ca

If to UPCH:



- 8.16 Assignment. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and permitted assigns. In the event of a Change of Control this AGREEMENT shall survive in its entirety. With the exception of a Change of Control this AGREEMENT shall not be transferable or assignable by either PARTY, in whole or in part, without the prior written consent of the other PARTY, which consent shall not be unreasonably withheld or delayed; any attempted assignment in contravention of the foregoing shall be void and of no force and effect. Notwithstanding Neural Therapeutics shall retain the right to assign this AGREEMENT to another not-for-profit organization with similar mission and goals.
- 8.17 Amendments. Amendments to the AGREEMENT may occasionally become necessary. Such amendments are contemplated by the PARTIES. All such amendments shall be agreed in writing by the PARTIES and signed by an authorized representative of each PARTY.
- 8.18 English Language. This AGREEMENT, including without limitation, all Neural Therapeutics Orders issued hereunder, and any reports, documents and notices required hereunder, referred to herein or requested by either PARTY in connection herewith shall be written in English language. Except as otherwise required by Applicable Law, the binding version of all the foregoing shall be the English version.
- 8.19 Terms and Headings. Singular terms shall be construed as plural, and vice versa, where the context requires, and the headings or titles of the Sections or Articles of this AGREEMENT are for convenience only and shall not be used as an aid in construction of any provision hereof. References to and mentions of the word “including” or the phrase “e.g.” means “including without limitation”. The words “shall” and “will” and/or “he” and “she”, in the context of an obligation, direction, or right shall be synonymous.
- 8.20 Counterparts. This AGREEMENT is executed in two counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile and/or

scanned PDF (portable document format) signatures are deemed equivalent to original signatures for purposes of this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereby indicate their agreement to the foregoing by having this AGREEMENT executed by their duly authorized representatives.

FOR: NEURAL THERAPEUTICS INC.

**FOR: UNIVERSIDAD PERUANA CAYETANO
HEREDIA**

By:

By:

 /“Signed”/

Name: Ian Campbell
Title: Chief Executive Officer
Place: Toronto, Canada
Date: August 4th, 2022

 /“Signed”/

Name: [REDACTED]
Title: [REDACTED]
Place: Lima, Peru
Date: August 4th, 2022

EXHIBIT A: SCOPE OF WORK (“SOW”)

1. Research plan:

Chemical characterization and molecular identification of [REDACTED]. The mescaline content of [REDACTED] samples will be evaluated by [REDACTED] and [REDACTED] will be performed by [REDACTED].

2. Deliverables and Timelines:

[REDACTED]

After each delivery Neural Therapeutics will be able to accept or make observations to the corresponding deliverable within the next five (05) days of the corresponding delivery. In case of observation, Neural Therapeutics may grant, at its sole discretion, a reasonable term for UPCH to correct the observations made. For purposes of clarity, the granting of said term is not a right of UPCH but rather a faculty of Neural Therapeutics. A correction term of one of the deliverables will not affect the other deadlines established in the Schedule, unless the PARTIES expressly agree so.

3. Budget and Payment Schedule:

[REDACTED]

4. Additional Services:

- Additional DNA identification per sample [REDACTED]
- Additional mescaline quantification per sample by [REDACTED]

The PARTIES declare that the services described in this section represent Additional Services that are not considered within the Deliverables, nor the Budget described above.

The payment for Additional Services will be calculated based on the number of samples taken, as indicated therein. The number of samples and the opportunity in which they are taken will be subject to the discretion of Neural Therapeutics, provided that UPCH must have the availability and resources necessary to take all the samples requested by Neural Therapeutics at any time.

The PARTIES agree that the prices established for the Additional Services may be modified at any time, with the prior, express and written consent of both PARTIES.

5. Payment Schedule:

[REDACTED]

6. Other considerations:

- The documents will be delivered in digital file.

EXHIBIT B: TERMS AND CONDITIONS GOVERNING THE USE OF MATERIALS AND RELATED INFORMATION

The PARTIES agree as follows subject to the following terms and conditions:

1. Ownership. UPCH shall retain no rights or title in and to the Material and Information.
2. Use and storage. UPCH agrees that the Material and Information: i) shall be used only by UPCH and only for purposes of the Study described on EXHIBIT A to this AGREEMENT; ii) shall not be used in humans; and iii) shall not be used, directly or indirectly, for commercial purposes, iv) take appropriate care in handling and storage of the Material at least to the same level as for UPCH's own materials.
3. Distribution and Control. UPCH agrees not to transfer the Material to any third party, without the prior written permission of Neural Therapeutics. In addition, UPCH shall ensure that the terms of this AGREEMENT shall be respected by all persons who have authorized access to the Material and Information.

Notwithstanding the foregoing, UPCH may only transfer the Materials to a third party with whom it has contracted, and Neural Therapeutics has agreed in writing, provided that such third party shall agree in writing as follows:

- (a) to defend, indemnify, and hold Neural Therapeutics harmless from any action by UPCH that causes loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with this AGREEMENT or the use, disposition, handling or storage of the Material and the Information.
 - (b) third party shall not alter original labeling on the Material; and
 - (c) not to sell, lease, give, or otherwise further transfer the Material to any additional party, unless so described in associated SOW; (d) to return to Neural Therapeutics or to a third party of Neural Therapeutics' choice, all remaining stock of the Material at the conclusion of the Study for which Neural Therapeutics has contracted under this AGREEMENT.
4. Return of Material. In the event that either PARTY terminates this AGREEMENT, UPCH shall promptly, upon such termination and upon written request, return any remaining stock of the Material to Neural Therapeutics or to a third party of Neural Therapeutics' choice.
 5. Governmental Regulations. UPCH agrees to comply with appropriate governmental regulations, in all appropriate jurisdictions, and any guidelines which are applicable to its use of the Material.
 6. Liability. Neural Therapeutics hereby agrees to defend, indemnify, and hold UPCH harmless from any liability arising out of the mislabeling or improper identification of the Materials and any improper use or disposition based upon the incorrect identification of the materials. In no event shall Neural Therapeutics be liable for any use of the Material by UPCH or by others, either on its behalf or who receive the Material from UPCH.

EXHIBIT C: ADHERENCE AGREEMENT TO THE SERVICES AGREEMENT

This document represents the Agreement of Adherence to the Services Agreement ("**Adherence Agreement**"), that celebrates:

[**Subcontractor**], domiciled for these purposes in [•], duly represented by [•], identified with [•], in accordance with the powers granted at [•] (the "**Subcontractor**").

With the intervention of:

UNIVERSIDAD PERUANA CAYETANO HEREDIA, an institution incorporated under the laws of Peru, with its address at Av. Honorio Delgado 430, Urb. Ingeniería, San Martín de Porres, Lima-Peru and identified with Peruvian Tax ID No. 20110768151, recorded under the Registry File N° [•] before Legal Entities Registry of Lima and represented by [•] ("**UPCH**").

This Adherence Agreement is executed under the terms and conditions indicated below:

First: The terms of this document whose initial letter is capitalized will have the meaning indicated in the Agreement (as this term is defined in second clause), unless otherwise indicated.

Second: On [•], UPCH and Neural Therapeutics Inc., a company incorporated under the laws of Ontario, Canada ("**Neural Therapeutics**"), entered into a Services Agreement (the "**Agreement**") whereby UPCH was obliged to develop the functional, chemical, taxonomic and genetic analysis services of [REDACTED] (the "**Services**")

In order to develop part of the Services, UPCH has decided to subcontract with the Subcontractor to provide [•].

Third: By means of this document, the Subcontractor adheres to the terms and conditions established in the Agreement and undertakes to comply with those provisions applicable to UPCH, especially those relating to the ownership and use of Foreground IP, use of Materials as set forth in Agreement's EXHIBIT B, and Confidentiality obligation.

The Subcontractor declares that has reviewed the Agreement, being aware of the obligations that are applicable to him under this Adhesion Agreement. Under no circumstances may the Subcontractor fail to comply with the provisions of the Agreement arguing ignorance of them.

Fourth: Under no circumstances the Adherence Agreement implies that the Subcontractor is part of the Agreement or represents an addendum or modification to it.

Fifth: By means of this Adhesion Agreement, the Subcontractor authorizes UPCH to share with Neural Therapeutics a copy of the contract it entered with UPCH, which must contain at least the same provisions of the Agreement in what concerns to Foreground IP, use of Materials and Confidentiality.

FOR: [•]

**FOR: UNIVERSIDAD PERUANA CAYETANO
HEREDIA**

By:

By:

Name:
Title:
Place:
Date:

Name:
Title:
Place:
Date:

FIRST ADDENDUM TO AGREEMENT

BY AND BETWEEN

UNIVERSIDAD PERUANA CAYETANO HEREDIA

AND

NEURAL THERAPEUTICS

THIS ADDENDUM is made and entered into this 3rd day of January 2023, by and between the UNIVERSIDAD PERUANA CAYETANO HEREDIA, (hereinafter referred to as "**UPCH**") and NEURAL THERAPEUTICS INC. (hereinafter referred to as "**Neural Therapeutics**") provides for extension of the agreement until December 31, 2024.

RECITALS

WHEREAS, **UPCH** and **Neural Therapeutics** entered into a Service Agreement for the execution of a technical service for the chemical characterization and molecular identification of Echinopsis spp. dated August 4th, 2022 ("Agreement"); and

WHEREAS, *EXHIBIT A* to the agreement obligated UPCH provide services set forth in *EXHIBIT A*; and

WHEREAS, the PARTIES desire to extend the term of the current contract for additional time to December 31, 2024;

NOW, THEREFORE, the PARTIES agree to modify the following parts of the Agreement: *EXHIBIT A* as set forth below.

AGREEMENT

1. *EXHIBIT A* of the Agreement with the Contractor, dated August 4th, 2022, is hereby amended to modify the Schedule of deliverables as follows:

ACTIVITY	DELIVERABLE	SCHEDULE
Quantification of mescaline [REDACTED]	Report of mescaline quantification	[REDACTED]
Validation of the DNA method, and SOP for the identification of [REDACTED] species.	Report of validation	[REDACTED]
DNA molecular identification of 13 samples of [REDACTED]	Report of molecular identification	[REDACTED]
Additional services, previously agreed between UPCH and Neural Therapeutics, Inc. pursuant to SERFOR authorization RD-000099-2023-DGGSPFFS-DGSPF, and contract No. CTO-ARG-2023-0002	Reports of Molecular identification of wild samples harvested, and Mescaline quantification and semi quantification of additional alkaloids	[REDACTED]

2. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum on the day first written below.

FOR: NEURAL THERAPEUTICS INC.

By:

**FOR: UNIVERSIDAD PERUANA
CAYETANO HEREDIA**

By:

Name: Ian Campbell
Title: CEO
Place: Toronto, Ontario
Date: January 3, 2024

/Signed/

Name: [REDACTED]
Title: [REDACTED]
Place: Lima, Peru
Date: January 3, 2024

SECOND ADDENDUM TO AGREEMENT

BY AND BETWEEN

UNIVERSIDAD PERUANA CAYETANO HEREDIA

AND

NEURAL THERAPEUTICS

THIS ADDENDUM is made and entered into this 20th day of December 2024, by and between the UNIVERSIDAD PERUANA CAYETANO HEREDIA, (hereinafter referred to as "**UPCH**") and NEURAL THERAPEUTICS INC. (hereinafter referred to as "**Neural Therapeutics**") provides for extension of the agreement until December 31, 2025.

RECITALS

WHEREAS, **UPCH** and **Neural Therapeutics** entered into a Service Agreement for the execution of a technical service for the chemical characterization and molecular identification of Echinopsis spp. dated August 4th, 2022 ("Agreement"); and

WHEREAS the PARTIES previously executed a First Addendum to this Agreement to extend its duration until December 31, 2024;

WHEREAS the PARTIES desire to extend the term of the current contract for additional time to December 31, 2025;

NOW, THEREFORE, the PARTIES agree to modify the following parts of the Agreement: *EXHIBIT A* as set forth below.

AGREEMENT

1. The activities to be carried out under this Agreement are added to the Schedule of Deliverables as follows::

Activity Number	QTY	ACTIVITY	DERIVERABLE	SCHEDULE
A	■	MOISTURE DETERMINATION IN ████████████████████	REPORT ON MOISTURE CONTENT IN ████████████████	██████████
B	■	CHEMICAL QUANTIFICATION OF Mescaline IN ████████████████	REPORT ON Mescaline QUANTIFICATION IN ████████████████	██████████
C	■	DNA IDENTIFICATION	REPORT ON MOLECULAR IDENTIFICATION	██████████

2. Budget and Payment Schedule:

[REDACTED]

3. Payment Schedule:

UPCH and Neural shall agree in writing on the date on which UPCH shall start and finish each of the activities listed above numbered A to C and UPCH shall invoice Neural according to the following schedule:

[REDACTED]

4. The timelines for all deliverables under this Agreement are subject to the timely receipt of payments from **Neural Therapeutics**. In the event of delayed or incomplete payments, **UPCH** reserves the right to adjust the delivery schedule accordingly.

5. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Addendum on the day first written below.

FOR: NEURAL THERAPEUTICS INC.

By:

**FOR: UNIVERSIDAD PERUANA
CAYETANO HEREDIA**

By:

/"Signed"/

Name: Ian Campbell
Title: CEO
Place: Toronto, Ontario
Date: December 20, 2024

/"Signed"/

Name: [REDACTED]
Title: [REDACTED]
Place: Lima, Peru
Date: December 20, 2024