

## VARIATION AGREEMENT

### PARTIES

- (1) **AUCKLAND UNISERVICES LIMITED**, a limited liability company established under the laws of New Zealand, company number 373821, of Level 10, 49 Symonds Street, Auckland, New Zealand (**UniServices**)
- (2) **MINDBIO THERAPEUTICS NZ LIMITED** 8259722, NZBN: 9429050057849, of Level 4, 21 Queen Street, Auckland CBD, New Zealand (**Mindbio NZ**)

### INTRODUCTION

- A** On or about 21 December 2021, UniServices and Mindbio NZ entered into an agreement titled Commercialisation Agreement under which UniServices agreed to make available to MindBio NZ Medicinal IP on certain terms and conditions (**Original Agreement**).
- B** The parties now wish to vary the Original Agreement.

### AGREEMENT

With effect from 01 December 2022 and in accordance with clause 21.8 of the Original Agreement, the parties agree that the Original Agreement is varied, as set out below in, and on the terms and conditions of, this agreement (**Variation Agreement**).

**EXECUTED**

**SIGNED** for and on behalf of  
**AUCKLAND UNISERVICES  
LIMITED:**

Kent Lee

Signature of Authorised Signatory

**Kent Lee**

\_\_\_\_\_  
Name of Authorised Signatory

**Senior Commercialisation Manager**

\_\_\_\_\_  
Title of Authorised Signatory

**26 Jan 2023**

\_\_\_\_\_  
Date

**SIGNED** for and on behalf of  
**MINDBIO THERAPEUTICS NZ  
LIMITED** by:

Justin Hanka

\_\_\_\_\_  
Signature of Authorised Signatory

**JUSTIN HANKA**

\_\_\_\_\_  
Name of Authorised Signatory

**DIRECTOR**

\_\_\_\_\_  
Title of Authorised Signatory

**25 Jan 2023**

\_\_\_\_\_  
Date

## GENERAL TERMS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Variation Agreement:

- (a) clause and other headings are for ease of reference only and do not affect its interpretation;
- (b) where the context permits, the singular includes the plural and vice versa; and
- (c) no provision shall be construed against a party merely because that party was responsible for its drafting or inclusion.

### 2. VARIATIONS

2.1. Clause 5 of the Original Agreement is deleted in its entirety and replaced with the following clause 5:

#### "5. LICENCE FEES

5.1. within 10 Business Days of 1 December 2022, issue to UniServices that number of ordinary shares required to provide to UniServices 2% of the issued share capital of the Licensee as at the date of this Agreement on a fully diluted basis.

5.2. Equity terms:

- (a) If the Licensee makes any bonus issue, consolidation or subdivision of its shares, or reduces or cancels any of its share capital (or any similar reorganisation of capital) between the Start Date and the issue of shares to UniServices under clause 5.1, the Licensee must adjust the number of shares issued to UniServices under that clause to ensure the economic effect of the issued shares is the same.
- (b) The Licensee warrants that:
  - (i) the shares issued to UniServices under clause 5.1 and 5.2(a) will be free from all security interests, encumbrances, trusts, third party interests and adverse claims to ownership, will rank in all respects uniformly with all other shares in the capital of the Licensee held as at the date of issue to UniServices, and have been fully paid; and
  - (ii) it has obtained all consents and resolutions required to enable it to

issue the shares to UniServices under clauses 5.1 and 5.2(a)"

2.2. Other clauses of the Original Agreement are modified to the extent required to give effect to the variations expressly set out in this Variation Agreement.

### 3. GENERAL

3.1. Except as expressly set out in this Variation Agreement, the terms and conditions of the Original Agreement continue in full force and effect.

3.2. This Variation Agreement shall be governed by and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

3.3. This Variation Agreement constitutes the entire understanding between the parties and supersedes any prior oral or written agreement or understanding between the parties, in relation to its subject matter.

3.4. If any provision of this Variation Agreement is or becomes invalid, unenforceable or illegal, the provision is deemed to be modified to the extent required to remedy the invalidity, unenforceability or illegality. If modification is not possible, the provision is deemed to be severed and will not affect the validity, enforceability or legality of the remainder of this Variation Agreement.

3.5. No variation to this Variation Agreement is effective unless in writing and signed by an authorised signatory of each party.

This Variation Agreement may be executed in two or more counterparts, each of which is deemed an original and all of which constitute the same agreement. A party may enter this Variation Agreement by signing (including electronically) and sending (including by email) a counterpart copy to the other party.