

RESEARCH SERVICE AGREEMENT

Date

between

**McMaster University
1280 Main Street West
Hamilton, Ontario L8S 4L8**

hereinafter referred to as "the University", and

**Rapid Dose Therapeutics Inc.
1100 Walkers Line, Suite 401
Burlington, ON. L7N 2G3**

hereinafter referred to as "the Company".

IN THE MATTER OF the Research Project entitled: "**Thin-film Delivery of Oil-Based Therapeutics**" the University shall use reasonable efforts to perform the work described herein, and the Company shall pay the price of the said work as stipulated under the "Price of Work" provision. Both parties agree to the terms and conditions as set out in this Agreement. The University delegates management of this Agreement to the Vice-President (Research) or his/her designate; any amendment to its terms must be authorized by the Vice-President (Research) or his/her designate in writing. The Principal Investigator will have supervision of the work and will have authority to approve expenditures under this Agreement.

COMPANY LIAISON: Douglas A Hyland, dhyland@rapid-dose.com

PRINCIPAL INVESTIGATOR: Alex Adronov, Department of Chemistry,
adronov@mcmaster.ca

PLAN OF WORK: The Research Project is described in Appendix A which forms part of this Agreement.

DURATION OF WORK: The work described herein shall commence on March 1, 2018 and be completed by August 31 2018 subject to delays beyond the control of the University.

REPORTS: The University will provide a final report of this Research Project to the Company by September 30 2018.

GENERAL CONDITIONS

1. INTELLECTUAL PROPERTY: Intellectual Property ("IP") may include: reports, discovery, invention, method, process, technical information, know-how, copyrights, models, patents, trademarks, drawings, specifications, prototypes, etcetera.

Title to any IP conceived or discovered or first reduced to practice by the University in the performance of the Research Project described herein will remain with the Company,

which shall have the sole right to determine disposition of any patents or other rights resulting therefrom. Patents issued on said IP will be for and on behalf of and in the name of the Company, but will show the names of all inventors as required by law. The Company shall grant to the University an irrevocable, royalty-free and non-exclusive license for use of such IP for education and research purposes.

The parties acknowledge that this Research Project may utilize existing background knowledge previously developed by the parties outside of the Research Project. Nothing herein should be construed as transferring any ownership or license rights to such background which the original owner thereof will continue to own.

2. CONFIDENTIALITY: The parties agree that it may be necessary to exchange trade secrets or other confidential or proprietary information in connection with this Research Project. Each agrees that such information received from the other will not be disclosed to any third party or used for its own purposes without the written consent of the other party and that reasonable and prudent practices shall be followed to maintain the information in confidence. The parties agree, if required, to return promptly at the completion of the Research Project all appropriately marked "confidential" information supplied by the other party in relation to the project. The obligations of confidentiality shall survive for a period of five years beyond the termination of this Agreement. The obligations of confidentiality shall not apply to information which:

- a) is now in or shall enter the public domain as a result of its disclosure in a publication, the issuance of a patent or otherwise without the act or omission of the receiving party;
- b) the receiving party can prove was in its possession in written form and in a legal manner at the time of the disclosure by the other party to this Agreement;
- c) comes into the hands of the receiving party from a third party who is entitled to make such disclosure and has no obligation of confidentiality, vis-a-vis the other party of this Agreement;
- d) is approved for release by written authorization by both parties hereto.

3. PUBLICATION: University shall not be restricted from presenting at conferences, symposia or professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, the methods and the results of the Project, except where such publication or presentation would result in the premature public disclosure of commercializable intellectual property or breach the confidentiality terms of Article 2 of this Agreement. The University, using its best efforts, shall submit to the Company, an outline and associated abstract of any research results which it intends to publish or present, for review at least thirty (30) days in advance of such proposed publication or presentation. The Company shall complete the review within thirty (30) days from its receipt of the proposed publication or presentation. If the Company does not object in writing to such publication or presentation within thirty (30) days of receipt thereof, it shall be deemed to have agreed to the disclosure and the University shall be free to proceed. During the review period, Company may object to such proposed publication or presentation either because there is an inadvertent disclosure of Company confidential information contained in the proposed publication or presentation, or because there is commercializable subject matter which requires appropriate legal protection. If the Company objects because there would be an inadvertent disclosure of Company confidential information, the University agrees to remove the Company confidential information. If the Company objects because of the potential for protectable subject

matter, the University agrees to delay publication for up to a maximum of six (6) months for the purposes of obtaining patent or other intellectual property protection. If a graduate student's thesis contains subject matter that requires protection, the University retains the right to have graduate student theses reviewed and defended for the sole purpose of academic evaluation in accordance with the University's established procedures.

4. MATERIALS/EQUIPMENT: All materials, supplies and equipment provided for this Research Project and installed at the University shall be included in the cost of the Research Project and shall remain the property of the University after completion of the Research Project.

5. PUBLICITY: The University agrees that it will acknowledge the support of the Company in any publication arising from the Research Project unless the Company directs otherwise in writing. The Company agrees that the University may publish the title of the Research Project, the name of the Company, the value of the Agreement, and the name(s) of the Principal Investigator(s) in its records and reports of research funding provided by external sponsors. The Company agrees that it will not employ the name of the University or any of its Departments, faculty or employees, in connection with the promotion or advertisement of the results of the Research Project, without the prior written consent of the University.

6. WARRANTY: The University makes no warranties, express or implied, as to any matter whatsoever including, without limitation, the condition of the work or any invention(s), result(s), or product(s), whether tangible or intangible, conceived, discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the work described herein any such invention or product. The University shall not be liable for any direct, consequential, or other damages suffered by the Company or any others resulting from the use of the results of the Research Project or any such invention or product.

7. INDEMNIFICATION: The Company will indemnify, defend and hold harmless the University from and against all claims, losses, suits, damages or liability of any kind made, sustained or brought against the University arising out of or in any way in connection with any injury, loss or damage arising from the use or omission to use by the Company, its servants, agents, employees, or independent contractors of such advice, technology, materials, or similar recommendations or data issued by the University as a result of the Research Project. The Company agrees to maintain adequate insurance to cover the indemnification referenced above.

8. TERMINATION: Except as provided herein, this Agreement will be completed when the final report is received by the Company. Either party may terminate this Agreement on thirty (30) days notice in writing to the other party. Where either party terminates this Agreement, the Company will pay to the University the reasonable cost of performing any of the work that has been performed up to the date of termination and any other costs directly resulting from such termination including obligations under the Ontario Employment Standards Act.

9. LAWS: This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

10. ASSIGNMENT: Neither Party may transfer its interest or any part hereof under this Agreement to any affiliate or designate and cause any affiliate to perform all or part of its obligations under this Agreement without the written consent of the other Party. In the event of any such transfer, the transferee affiliate or designate shall assume and be bound by the provisions of this Agreement and its performance under this Agreement shall be guaranteed by the Company.

11. AMENDMENT: This Agreement constitutes the entire Agreement and understanding between the parties concerning the subject matter hereof and may not be modified or amended except by written agreement of both parties hereto.

12. ENFORCEMENT: If any provision(s) of this Agreement become invalid or ruled illegal or unenforceable by any court of competent jurisdiction or are deemed unenforceable under then current applicable law from time to time in effect during the term thereof, the remainder of this Agreement shall not be affected thereby.

13. INDEPENDENT CONTRACTOR: This Agreement is a contract for the performance of a service and the University is engaged as an independent contractor; neither the University, nor its agents or employees, is engaged as employee or agent of the Company, nor is there any partnership or joint venture relationship created hereby.

14. BINDING: This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

15. SUPERCEDES: This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supercedes any prior agreements relating to the subject matter.

16. SURVIVAL OF TERMS and CONDITIONS: In addition to those provisions surviving by operation of law, sections "Intellectual Property", "Confidentiality", "Publication", "Publicity" and "Indemnification" shall survive the termination of this Agreement for any reason.

The undersigned agree to all the terms and conditions herein.

For the **UNIVERSITY:**

June 6, 2018
Date

"Gay Yuyitung"

Gay Yuyitung, Executive Director
McMaster Industry Liaison Office

For the **COMPANY:**

Date: March 1 2018

"Douglas A Hyland"

Name and Title:
Douglas A Hyland, Chief Operating Officer

"Mark Upsdell"

Name and Title
Mark Upsdell, Chief Executive Officer

ACKNOWLEDGEMENT:

I, the Principal Investigator, having read this Agreement, hereby agree to act in accordance with all the terms and conditions herein and further agree to ensure that all university participants are informed of their obligations under such terms and conditions.

March 1, 2018
Date

"Alex Adronov"

Alex Adronov, Professor, Department of Chemistry