

FORM 51-102F3  
MATERIAL CHANGE REPORT

**Item 1. Name and Address of Company**

*State the full name of your company and the address of its principal office in Canada:*

Pivot Pharmaceuticals Inc.  
(formerly Neurokine Pharmaceuticals Inc.) (the "Company")  
1275 West 6<sup>th</sup> Avenue  
Vancouver, British Columbia V6H 1A6

**Item 2. Date of Material Change**

March 19, 2015

**Item 3. News Release**

The Company did not disseminate a news release. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission.

**Item 4. Summary of Material Change**

The Company announced that it has entered into a director services agreement with BJ Bormann, Wolfgang Renz and Patrick Frankham and a consulting agreement with Girora Davidai, MD.

The Company announced that it has issued 400,000,000 common shares to Drs. Bormann, Renz, Frankham and Davidai pursuant to the agreements.

The Company further announced that it has issued 420,245,383 shares of common stock to six subscribers at a price of \$0.001 per share in full conversion of 8 outstanding convertible promissory notes held by the subscribers with an aggregate value of \$420,245.38 including principle and accrued interest.

**Full Description of Material Change**

See attached Form 8-K attached hereto as Exhibit "A".

**Item 5. Reliance on subsection 7.1(2) or (3) of National Instrument 51-102**

*If this report is being filed on a confidential basis in reliance of subsection 7.1(2) or (3) of National Instrument 51-102, state the reasons for such reliance.*

Not Applicable.

**Item 6. Omitted Information**

Not Applicable.

**Item 7. Executive Officer**

*Give the name and business telephone number of an executive officer of your company who is knowledgeable about the material change and the Report, or the name of an officer through whom such executive officer may be contacted.*

Please contact BJ Bormann, President of the Company, at (604) 805-7783

**Item 8. Date of Report**

DATED May 6, 2015

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 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) **March 19, 2015**

**NEUROKINE  
PHARMACEUTICALS INC.**

(Exact name of registrant as specified in its charter)

<u>British Columbia</u> (State or other jurisdiction of incorporation)	<u>333-161157</u> (Commission File Number)	<u>n/a</u> (IRS Employer Identification No.)
<u>1275 West 6<sup>th</sup> Avenue, Vancouver, British Columbia, Canada</u> (Address of principal executive offices)		<u>V6H 1A6</u> (Zip Code)

Registrant's telephone number, including area code **(604) 805-7783**

n/a

(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))
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## **Item 1.01 Entry into Material Definitive Agreement**

## **Item 3.02 Unregistered Sales of Equity Securities**

*Director and Consulting Agreements with BJ Bormann, Wolfgang Renz, Patrick Frankham and Giora Davidai.*

Effective March 19, 2015 we entered into director services agreements with our chief executive officer and director, BJ Bormann, and our directors, Wolfgang Renz and Patrick Frankham. Pursuant to the agreements each director shall provide director services to our company for a period of 24 months in consideration for 100,000,000 shares of our common stock payable 25,000,000 upon execution of the agreement, 25,000,000 after 6 months, 25,000,000 after 12 months, and 25,000,000 after 24 months. Each agreement may be terminated by the company without notice for cause, or by any party with 30 days prior notice.

Also effective March 19, 2015 we entered into a management consulting agreement with Giora Davidai, MD. Pursuant to the agreements Dr. Davidai shall provide consulting services to our company for a term of 12 months renewable by mutual agreement for an additional 12 months. In consideration of the services we have agreed to pay to Dr. Davidai 100,000,000 shares of our common stock payable 25,000,000 upon execution of the agreement, 25,000,000 after 6 months, 25,000,000 after 12 months, and 25,000,000 after 24 months (subject to renewal of the term).

On March 20, 2015 we issued 400,000,000 common shares payable to Drs. Bormann, Renz, Frankham and Davidai pursuant to the above described agreements. The common shares not yet earned or payable will be held in escrow and released to the directors or consultant in accordance with the terms of their respective agreements. The 400,000,000 common shares were issued to two (2) US persons in reliance on Rule 506 under Regulation D and/or Section 4(2) of the Securities Act of 1933 and to two (2) non-US persons (as that term is defined in Regulation S of the Securities Act of 1933), in offshore transactions relying on Regulation S of the Securities Act of 1933.

The above description of the director and consulting agreements made in accordance with Item 1.01 of Form 8-K is a summary and is qualified in its entirety by reference to the copies of the agreements is attached hereto as exhibits 10.1, 10.2, 10.3 and 10.4 and which are incorporated herein by reference.

### *Debt Settlement*

On March 20, 2015 we issued 420,245,383 shares of our common stock to six subscribers at the price of \$0.001 per share in full conversion of 8 outstanding convertible promissory notes held by the subscribers with an aggregate value \$420, 245.38 including principle and accrued interest. We originally issued the convertible promissory notes for cash consideration on December 11, 2014, June 27, 2014, September 19, 2013, April 26, 2013, March 27, 2012, January 14, 2011, December 4, 2011, and December 16, 2010, respectively. The 420,245,383 common shares will be issued to six non-US persons (as that term is defined in Regulation S of the Securities Act of 1933), in offshore transactions relying on Regulation S of the Securities Act of 1933. 47,649,500 of the common shares were issued to Sassel Investments Inc., a corporation beneficially owned and controlled by Hamid Doroudian, our former President, Chief Executive Officer, Secretary. Dr. Doroudian was also a member of our board of directors until his resignation on February 5, 2015 and remains an affiliate of our company.

The description of the debt settlement subscription agreement contained in this Item 1.01 is a summary and is qualified in its entirety by reference to the copy of the agreement is attached hereto as exhibit 10.1, and which is incorporated herein by reference.

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

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10.1	Director Services Agreement dated February 25, 2015 with BJ Bormann
10.2	Director Services Agreement dated February 26, 2015 with Wolfgang Renz
10.3	Director Services Agreement dated February 25, 2015 with Patrick Frankham





## 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 hereunto duly authorized.

**NEUROKINE PHARMACEUTICALS  
INC.**

Date: March 23, 2015

By: /s/ BJ Bormann

BJ Bormann

President and Director

## DIRECTOR'S AGREEMENT

**THIS** is dated on the 25th day of February, 2015.

**BETWEEN:**

**NEUROKINE PHARMACEUTICALS INC.**, a corporation of the province of British Columbia with offices at 1275 West 6th Avenue, Vancouver, British Columbia, Canada V6H 1A6.

(the "**Company**")

**AND:**

**BJ Bormann**, having an address at 1188 Broadway, Suite 306, Somerville, MA, 02144 USA,

(the "**Director**")

**WHEREAS:**

A. the Company carries on business as a drug development company, developing and commercializing new uses for existing prescription drugs for diseases mediated by acute and chronic inflammatory reactions, as well as developing proprietary encapsulation technology to enhance therapeutic effects of anti-inflammatory drugs in the treatment of neurodegenerative diseases. (the "**Business**");

B. the Director holds a Ph.D. in Biomedical Science and is a, researcher, and an executive with expertise in drug development and in the management of pharmaceutical companies;

C. the Company desires to appoint the Director to its board of directors (the "**Board of Directors**") to perform services as customarily required of corporate directors in the pharmaceuticals industry; (the "**Services**"); and

D. the Director has agreed to provide the Services to the Company on the terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties hereto agree as follows:

**ARTICLE 1**  
**APPOINTMENT AND AUTHORITY OF DIRECTOR**

1.1 Appointment of Director. The Company, subject to the requisite prior-approval of the Board of Directors, hereby:

- (a) appoints the Director to perform the Services for the benefit of the Company as hereinafter set forth;
- (b) appoints the Director to the Board of Directors of the Company; and
- (c) authorizes the Director to exercise such powers as provided under this Agreement.

The Director accepts such appointment on the terms and conditions herein set forth.

1.2 Performance of Services. Director shall provide the Services subject to the following terms and conditions:

- (a) the Director shall report directly to the Board of Directors;
- (b) the Director shall commit such time as is reasonably necessary to discharge his or her duties as a member of the Board of Directors;
- (c) the Director shall faithfully, honestly and diligently serve the Company and cooperate with the Company and utilize professional skill and care to ensure that all services rendered hereunder, including the Services, are to the satisfaction of the Company, acting reasonably, and the Director shall provide any other services not specifically mentioned herein, but which by reason of the Director's capability the Director knows or ought to know to be necessary to ensure that the best interests of the Company are maintained; and
- (d) the Company shall report the results of the Director's duties hereunder as may be requested by the Company from time to time.

1.3 Authority of Director. The Director shall have no right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Company.

**ARTICLE 2**  
**DIRECTOR'S AGREEMENTS**

2.1 Expense Statements. The Director may incur expenses in the name of the Company as agreed in advance in writing by the Chief Executive Officer or Chief Financial Officer of the Company, provided that such expenses relate solely to the carrying out of the Services. The Director will promptly forward all invoices for expenses incurred on behalf of and in the name of the Company and the Company agrees to pay said invoices directly on a timely basis.

2.2 Restrictions. The Director agrees to comply with all of the restrictions set forth below at all times during the Term (as defined below) and for a period of one year after the Termination Date (as defined below):

- (a) The Director will not, either directly or indirectly:
  - (i) on its own behalf or on behalf of others, solicit, influence, divert, or attempt to solicit or divert any business opportunity of and from the Company;
  - (ii) on its own behalf or on behalf of others, solicit, influence, divert or hire away, or attempt to solicit, divert, or hire away, any independent contractor working exclusively for the Company or any person employed by the Company or persuade or attempt to persuade any such individual to terminate his or her contract or employment with the Company; and
  - (iii) impair or seek to impair any relationship that the Company has with its employees, customers, suppliers, agents or other parties with which the Company does business or has contractual relations.
  
- (b) The Director confirms that the obligations in this Article 2 of this Agreement are fair and reasonable given that, among other reasons:
  - (i) the fiduciary responsibilities the Director will have with the Company will expose the Director to the Confidential Information (as defined below) regarding the Company's business and plans, all of which the Director agrees not to act upon to the detriment of the Company; and
  - (ii) the Director will be performing important strategic and development work for the Company;
  - (iii) the Director agrees that the obligations in this Section, together with the Director's other obligations under this Agreement, are reasonably necessary for the protection of the Company's proprietary interests and that given the Director's general knowledge and experience they would not prevent the Director from being gainfully employed if the employment relationship between the Director and the Company were to end; and
  - (iv) the Director also agrees that the obligations in Section are in addition to the non-disclosure obligations provided for in this Agreement and acknowledges that the Company would not have entered into this Agreement but for the protections provided to the Company by all of the aforementioned obligations.

2.3 Regulatory Compliance. The Director agrees to comply with all applicable securities legislation and regulatory policies in relation to providing the Services, including but not limited to securities laws of the United States (in particular, Regulation FD) and Canada and all laws, rules, regulations, instruments and policies of the Securities and Exchange Commission of the United States and the British Columbia Securities Commission.

2.4 Prohibition Against Insider Trading. The Director hereby acknowledges that the Director is aware, and further agrees that the Director will advise those of its directors, officers, employees and agents who may have access to Confidential Information, that securities laws of the United States and Canada prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.



**ARTICLE 3  
COMPANY'S AGREEMENTS**

3.1 Compensation. In consideration of the Director agreeing to join the Board of Directors and enter into this Agreement and providing the Services to be rendered by the Director pursuant to this Agreement, the Company shall issue to the Director 100,000,000 common shares in the capital stock of the Company (the "**Compensation Shares**"). 25,000,000 of the Compensation Shares shall be delivered to the Director upon issuance, and the remaining 75,000,000 Compensation Shares (the "**Escrow Shares**") shall be deliverable in three equal parts pursuant to the Escrow Agreement attached hereto as Exhibit "A" and incorporated into this Agreement. Both the Director and the Company agree that, in the event of Director's resignation or termination as a Director of the Company, the Company may cancel any undelivered Compensation Shares in accordance with the Escrow Agreement as attached hereto as Exhibit "A". The issuance of the Compensation Shares shall be subject to the Director executing a subscription agreement in a form acceptable to the Company.

3.2 Information. Subject to the terms of this Agreement, including without limitation Article 5 hereof, and provided that the Director agrees that it will not disclose any material non-public information to any person or entity, the Company shall make available to the Director such information and data and shall permit the Director to have access to such documents as are reasonably necessary to enable it to perform the Services under this Agreement. The Company also agrees that it will act reasonably and promptly in reviewing materials submitted to it from time to time by the Director and inform the Director of any material inaccuracies or omissions in such materials.

**ARTICLE 4  
DURATION, TERMINATION AND DEFAULT**

4.1 Effective Date. This Agreement shall become effective as of February 25, 2015 (the "**Effective Date**"), and shall continue for a period of 24 months from the Effective Date (the "**Term**") or until earlier terminated pursuant to the terms of this Agreement (the "**Termination Date**").

4.2 Termination. Without prejudicing any other rights that the Company may have hereunder or at law or in equity, the Company may terminate this Agreement immediately upon its election to do so, or if it so elects, upon delivery of written notice to the Director if:

- (a) the Director breaches any one section of Article 2 of this Agreement;
- (b) the Director breaches any other material term of this Agreement and such breach is not cured to the reasonable satisfaction of the Company within thirty (30) days after written notice describing the breach in reasonable detail is delivered to the Director;
- (c) the Company acting reasonably determines that the Director has acted, is acting or is likely to act in a manner detrimental to the Company or has violated or is likely to violate the confidentiality of any information as provided for in this Agreement;
- (d) the Director is unable or unwilling to perform the Services under this Agreement; or
- (e) the Director commits fraud, serious neglect or misconduct in the discharge of the Services.

4.3 Termination with Notice. Either the Director or the Company may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party.

4.4 Duties Upon Termination. Upon termination of this Agreement for any reason, the Director shall upon receipt of all sums due and owing under this Agreement, promptly deliver the following in accordance with the directions of the Company:

- (a) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination; and
- (b) all documents pertaining to the Company or this Agreement, including but not limited to, all books of account, correspondence and contracts in his possession, provided that the Director shall be entitled thereafter to inspect, examine and copy all of the documents which it delivers in accordance with this provision at all reasonable times upon three (3) days' notice to the Company.

## ARTICLE 5 CONFIDENTIALITY AND NON-COMPETITION

5.1 Maintenance of Confidential Information. The Director acknowledges that in the course of its appointment hereunder the Director will, either directly or indirectly, have access to and be entrusted with information (whether oral, written or by inspection) relating to the Company or its respective affiliates, associates or customers (the “**Confidential Information**”). For the purposes of this Agreement, “Confidential Information” includes, without limitation, any and all Developments (as defined herein), trade secrets, inventions, innovations, techniques, processes, formulas, drawings, designs, products, systems, creations, improvements, documentation, data, specifications, technical reports, customer lists, supplier lists, distributor lists, distribution channels and methods, retailer lists, reseller lists, employee information, financial information, sales or marketing plans, competitive analysis reports and any other thing or information whatsoever, whether copyrightable or uncopyrightable or patentable or unpatentable. The Director acknowledges that the Confidential Information constitutes a proprietary right, which the Company is entitled to protect. Accordingly, the Director covenants and agrees that during the Term and thereafter until such time as all the Confidential Information becomes publicly known and made generally available through no action or inaction of the Director, the Director will keep in strict confidence the Confidential Information and shall not, without prior written consent of the Company in each instance, disclose, use or otherwise disseminate the Confidential Information, directly or indirectly, to any third party.

5.2 Exceptions. The general prohibition contained in Section 5.1 of this Agreement against the unauthorized disclosure, use or dissemination of the Confidential Information shall not apply in respect of any Confidential Information that:

- (a) is available to the public generally in the form disclosed;
- (b) becomes part of the public domain through no fault of the Director;
- (c) is already in the lawful possession of the Director at the time of receipt of the Confidential Information; or
- (d) is compelled by applicable law to be disclosed, provided that the Director gives the Company prompt written notice of such requirement prior to such disclosure and provides assistance in obtaining an order protecting the Confidential Information from public disclosure.



5.3 Developments. Any information, data, work product or any other thing or documentation whatsoever which the Director, either by itself or in conjunction with any third party, conceives, makes, develops, acquires or acquires knowledge of during the Director's appointment with the Company or which the Director, either by itself or in conjunction with any third party, shall conceive, make, develop, acquire or acquire knowledge of (collectively, the "**Developments**") during the Term or at any time thereafter during which the Director is engaged by the Company that is related to the Business shall automatically form part of the Confidential Information and shall become and remain the sole and exclusive property of the Company. Accordingly, the Director does hereby irrevocably, exclusively and absolutely assign, transfer and convey to the Company in perpetuity all worldwide right, title and interest in and to any and all Developments and other rights of whatsoever nature and kind in or arising from or pertaining to all such Developments created or produced by the Director during the course of performing this Agreement, including, without limitation, the right to effect any registration in the world to protect the foregoing rights. The Company shall have the sole, absolute and unlimited right throughout the world, therefore, to protect the Developments by patent, copyright, industrial design, trademark or otherwise and to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Developments, in whole or in part, or combine the Developments with any other matter, or not use the Developments at all, as the Company sees fit.

5.4 Protection of Developments. The Director does hereby agree that, both before and after the termination of this Agreement, the Director shall perform such further acts and execute and deliver such further instruments, writings, documents and assurances (including, without limitation, specific assignments and other documentation which may be required anywhere in the world to register evidence of ownership of the rights assigned pursuant hereto) as the Company shall reasonably require in order to give full effect to the true intent and purpose of the assignment made under Section 5.3 hereof. If the Company is for any reason unable, after reasonable effort, to secure execution by the Director on documents needed to effect any registration or to apply for or prosecute any right or protection relating to the Developments, the Director hereby designates and appoints the Company and its duly authorized officers and agents as the Director's agent and attorney to act for and in the Director's behalf and stead to execute and file any such document and do all other lawfully permitted acts necessary or advisable in the opinion of the Company to effect such registration or to apply for or prosecute such right or protection, with the same legal force and effect as if executed by the Director.

5.5 Reasonable Restrictions. The Director agrees that all restrictions in this Article 5 are reasonable and valid, and all defenses to the strict enforcement thereof by the Company are hereby waived by the Director.

## **ARTICLE 6**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DIRECTOR**

6.1 Documents Required from the Director. The Director shall complete, sign and return to the Company as soon as possible, on request by the Company, such additional documents, notices and undertakings as may be required by regulatory authorities or by applicable law.

6.2 Representations, Warranties and Covenants of the Director. The Director hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the end of the expiry of the Term or early termination of this Agreement) that:

- (a) the entering into of this Agreement and the transactions contemplated thereby will not result in the violation of any of the terms and provisions of any law applicable to the Director, or of any agreement, written or oral, to which the Director may be a party or by which the Director is or may be bound;
- (b) the relationship between the Director and the Company shall be that of independent contractor, and nothing in this Agreement shall render the Director an employee, agent or partner of the Company and the Director shall not hold himself out as such.
- (c) in performing the Services pursuant to this Agreement, the Director will occupy a position of high fiduciary trust and confidence and the Director will develop and acquire wide experience and knowledge with respect to all aspects of the manner in

which the Company's business is conducted. Without limiting the generality of the foregoing, the Director agrees to observe the highest standards of loyalty, good faith and avoidance of conflicts of duty and self-interest, in performing the Services.

**ARTICLE 7**  
**MISCELLANEOUS**

7.1 Notices. All notices required or allowed to be given under this Agreement shall be made either personally by delivery to or by facsimile transmission to the address set forth above or to such other address as may be designated from time to time by such party in writing.

7.2 Independent Legal Advice. The Director acknowledges that:

- (a) this Agreement was prepared for and by the Company;
- (b) the Company has requested the Director to obtain his own independent legal advice on this Agreement prior to signing this Agreement;
- (c) the Director has been given adequate time to obtain independent legal advice;
- (d) by signing this Agreement, the Director confirms that he fully understands this Agreement; and
- (e) by signing this Agreement without first obtaining independent legal advice, the Director waives his right to obtain independent legal advice.

7.3 Change of Address. Any party may, from time to time, change its address for service hereunder by written notice to the other party in the manner aforesaid.

7.4 Entire Agreement. As of from the date hereof, any and all previous agreements, written or oral between the parties hereto or on their behalf relating to the appointment of the Director by the Company are null and void. The parties hereto agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement and it is expressly agreed that no implied covenant, condition, term or reservation or prior representation or warranty shall be read into this Agreement relating to or concerning the subject matter hereof or any matter or operation provided for herein.

7.5 Further Assurances. Each party hereto will promptly and duly execute and deliver to the other party such further documents and assurances and take such further action as such other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

7.6 Waiver. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach is made in writing and signed by the party to be charged with such waiver or consent. A waiver by a party of any provision of this Agreement shall not be construed as a waiver of a further breach of the same provision.

7.7 Amendments in Writing. No amendment, modification or rescission of this Agreement shall be effective unless set forth in writing and signed by the parties hereto.

7.8 Assignment. Except as herein expressly provided, the respective rights and obligations of the Director and the Company under this Agreement shall not be assignable by either party without the written consent of the other party and shall, subject to the foregoing, enure to the benefit of and be binding upon the Director and the Company and their permitted successors or assigns. Nothing herein expressed or implied is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.9 Severability. In the event that any provision contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, such provision shall be deemed not to affect or impair the validity or enforceability of any other provision of this Agreement, which shall continue to have full force and effect.



7.10 Headings. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.11 Number and Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.

7.12 Time. Time shall be of the essence of this Agreement. In the event that any day on or before which any action is required to be taken hereunder is not a business day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a business day. For the purposes of this Agreement, "business day" means a day which is not Saturday or Sunday or a statutory holiday in British Columbia, Canada.

7.13 Enurement. This Agreement is intended to bind and enure to the benefit of the Company, its successors and assigns, and the Director and the personal legal representatives of the Director.

7.14 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

7.15 Electronic Means. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the effective date of this Agreement.

7.16 Governing Law. This Agreement will be governed by and construed in accordance with the law of the province of British Columbia. The parties hereby attorn to the jurisdiction of the Courts in the province of British Columbia.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**NEUROKINE  
PHARMACEUTICALS INC**

Per: /s/ BJ Bormann  
Authorized Signatory

/s/ BJ Bormann  
BJ Bormann

**EXHIBIT "A"**

**ESCROW AGREEMENT**

**ESCROW AGREEMENT**

**THIS** made as of 25th day of February, 2015

**AMONG:**

**BJ BORMANN**, at 1188 Broadway, Suite 306, Somerville, MA, 02144 USA.

(the "**Director**")

OF THE FIRST PART

**AND:**

**NEUROKINE PHARMACEUTICALS INC.**, a corporation of the province of British Columbia with offices at 1275 West 6th Avenue, Vancouver, British Columbia, Canada V6H 1A6.

(the "**Company**")

OF THE SECOND PART

**AND:**

**W.L. MACDONALD LAW CORPORATION**

(the "**Escrow Agent**")

OF THE THIRD PART

**WITNESSES THAT WHEREAS:**

E. pursuant to the Director's Agreement (the "**Director's Agreement**") dated February 25, 2015 entered into between the Director and the Company, the Director has agreed to acquire, and the Company has agreed to issue to the Director, 100,000,000 common shares (the "**Compensation Shares**") in the capital stock of the Company;

F. the parties have agreed to place 75,000,000 of the Compensation Shares into escrow, to be release in accordance with the terms of this Agreement;

G. the Director and the Company desire to appoint the Escrow Agent, and the Escrow Agent has agreed to act as escrow agent to hold the Escrow Shares in accordance with the terms hereof.

**THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

**ARTICLE 8**  
**DEFINITIONS AND INTERPRETATION**

8.1 Wherever used in this Agreement, unless the context otherwise requires, the following words and terms will have the meanings shown:

- (a) “**Agreement**” means this Escrow Agreement and any amendments to it;
- (b) “**Company**” means Neurokine Pharmaceuticals Inc.;
- (c) “**Escrow Agent**” means W.L. Macdonald Law Corporation;
- (d) “**Escrow Documents**” means:
  - (i) the Escrow Shares as represented by three share certificates (each a “**Share Certificate**”) representing the Escrow Shares in equal amounts;
  - (ii) the three stock transfer powers of attorney (each a “**Stock Power**”) (as attached hereto as Schedule 1) duly executed and endorsed in blank for transfer, to authorize the transfer of the Shares from the Director to the Company upon evidence that the Director’s Agreement has been terminated pursuant to the terms therein from the Company; and
  - (iii) such other documents required by the transfer agent of the Company to effect the cancellation of the Shares;
- (e) “**Director’s Agreement**” means the definitive Director’s Agreement dated February 25, 2015 between the Director and the Company; and
- (f) “**Escrow Shares**” means 75,000,000 fully paid and non-assessable common shares in the capital stock of the Company to be registered in the name of the Director or its designees issued pursuant to the Director’s Agreement.

8.2 In this Agreement:

- (a) the headings have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement;
- (b) all references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires; and
- (c) when the context hereof makes it possible, the word “person” includes in its meaning any firm and any body corporate or politic.

**ARTICLE 9**  
**ESCROW**

9.1 The Company and the Director hereby appoint the Escrow Agent to act as escrow agent pursuant to the terms of this Agreement. The Escrow Agent hereby accepts the appointment.

9.2 The Company and the Director will, as soon as practicable following execution of this Agreement and the Director's Agreement (and any documents incorporated therein), deliver the Escrow Documents to the Escrow Agent and the Escrow Agent will hold the Escrow Documents in escrow subject to the terms and conditions of this Agreement.

9.3 The Director and the Company hereby irrevocably direct the Escrow Agent to retain the Escrow Documents and not to cause anything to be done to release the same from Escrow except in accordance with this Agreement.

**ARTICLE 10**  
**RELEASE FROM ESCROW**

10.1 The Escrow Agent will hold the Escrow Documents in escrow until they are released from escrow as follows:

- (a) Subject to below sub-section (b), the Escrow Agent shall release the Escrow Documents to the Director in accordance with the following schedule:
  - (i) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released six (6) months after the date of this Agreement;
  - (ii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twelve (12) months after the date of this Agreement; and
  - (iii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twenty-four (24) months after the date of this Agreement.

The Company or the Director shall be responsible to provide to the Escrow Agent written notice to release the applicable Escrow Documents upon occurrence of each of the above milestones.

- (b) Notwithstanding above subsection (a), if the Company delivers to the Escrow Agent, in a form satisfactory to the Escrow Agent:
  - (i) a statutory declaration made by a duly authorized officer of the Company declaring that the Director has resigned as a Director of the Company or has been duly dismissed as a director of the Company in accordance with the Director Agreement,

Then, upon receipt of such statutory declaration, the Escrow Agent shall deliver to the Company all Escrow Documents not due for release pursuant to above sub-section (a).

- (c) Notwithstanding anything to contrary herein, if during the term of this Agreement the Escrow Agent receives an order of a court of competent jurisdiction, the Escrow Agent will hold the Escrow Documents pending the final adjudication of the respective rights of the Director and the Company by a court of competent jurisdiction, and will release the Escrow Documents to whom the court of competent jurisdiction so declares; or if the Escrow Agent receives, prior to such final adjudication, joint written instructions from the Director and the Company respecting the Escrow Documents, the Escrow Agent will forward the Escrow Documents to whom the joint written instructions so instruct.





**ARTICLE 11**  
**DEALING WITH ESCROWED SHARES.**

11.1 Restriction on Transfer. The Director will not encumber, sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever, any of the Shares held in escrow or beneficial ownership of or any interest in them. The Escrow Agent will not accept or acknowledge any transfer, assignment, declaration of trust or any other documents evidencing a change in legal or beneficial ownership of the Escrow Shares, or of any interest in the Escrow Shares, subject to the terms of this Agreement.

11.2 Pledge, Mortgage or Charge as Collateral for a Loan. The Director will not pledge, mortgage or charge the Shares to a financial institution as collateral for a loan.

11.3 Dividends and Distributions on Shares. The Director and the Company acknowledge and agrees that:

- (i) all dividends or distributions arising from or attaching to the Escrow Shares;  
and
- (ii) any share representing stock dividends or distributions in respect of the Escrow Shares or resulting from a split, revision or reclassification of the Escrow Shares, or received in exchange for the Escrow Shares as a result of an amalgamation or merger;

shall be pledged or deposited with the Escrow Agent hereunder and shall be paid or released only in accordance with the provisions of above Article 3.

4.4 Voting Rights. The Director and the Company acknowledge and agree that the Director shall have the sole exclusive right as registered holder of the Escrow Shares to exercise all voting rights attached to the Escrow Shares for and until such time as the Escrow Shares are returned to the Company pursuant to above section 3.1 (b) or 3.1 (c), as applicable.

**ARTICLE 12**  
**ESCROW AGENT**

12.1 Escrow Agent Not a Trustee. The Escrow Agent accepts the Escrow Documents and the duties and responsibilities under this Agreement solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

12.2 Notice in Satisfactory Form. The Escrow Agent will not be required to take notice of any default or to take any action with respect to such default involving any expense or liability, unless notice in writing of such default is formally given to a partner of the Escrow Agent and unless it is indemnified, in a manner satisfactory to it, against such expense or liability.

12.3 Validity of Documents. The Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instrument, or for the identity or authority or right of any person or party executing it.

12.4 Escrow Agent Not Liable. The Escrow Agent will not be liable for any error of judgment, or for any act done or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or omit from doing in connection herewith, except its own fraud or gross negligence. The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable.

12.5 Default of Agent. The Escrow Agent will not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel will have been selected with reasonable care.

12.6 Remuneration of Escrow Agent. Forthwith upon receipt of an invoice therefor, the Company agrees to pay the Escrow Agent's accounts for time, disbursements and applicable taxes relating to the performance by the Escrow Agent of its duties or rights hereunder or other work incidental to or contemplated pursuant to the terms of this Agreement. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand. Notwithstanding anything to the contrary herein, the Company and the Director shall be jointly and severally liable to the Escrow Agent for unpaid accounts (including interest thereon) incurred in respect of this Agreement and which are unpaid 45 days after request for such payment.

12.7 Duty of Care. The Escrow Agent will have no responsibility in respect of the loss of the Escrow Documents, except to exercise such care in the safekeeping thereof as it would exercise if the Escrow Documents were property of the Escrow Agent. The Escrow Agent will not be liable for any error of judgement, any act done or omitted by it in good faith, or for anything which it may, in good faith, do or refrain from doing in connection herewith or for any mistake of fact or law. The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under any regulatory authorities' policies or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party. The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

12.8 Dispute. In the event of any disagreement between any of the parties to this Agreement, or between them or either of them and any other person, resulting in demands or adverse claims being made in connection with or for any asset involved herein or affected hereby, the Escrow Agent will be entitled, at its discretion, to refuse to comply with any demands or claims on it, as long as such disagreement may continue and in so refusing the Escrow Agent may make no delivery or other disposition of any asset involved herein or affected hereby, and in so doing the Escrow Agent will not be or become liable in any way or to any person or party for its failure or refusal to comply with such conflicting demands or adverse claims, and it will be entitled to continue so to refrain from acting and so to refuse to act until the right of such person or party will have been finally adjudicated in a court assuming and having jurisdiction on the asset involved herein or affected hereby, or all differences shall have been adjusted by agreement and the Escrow Agent will have been notified thereof in writing signed by all persons and parties interested.

12.9 Escrow Agent Not Responsible After Release. The Escrow Agent will have no responsibility for Escrow Documents that it has released to the Director or returned to the Company pursuant to this Agreement.

12.10 Retention of Legal Counsel and Advisors. The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Director and to the Company as soon as practicable that it has retained legal counsel or other advisors. Each the Director and the Company will pay or reimburse (one half (1/2) to each) the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

12.11 Counsel for the Company. The parties acknowledge that the Escrow Agent is a law firm that is retained by the Company to provide legal services to the Company and the Escrow Agent may again be retained from time to time by the Company during the term of this Agreement and before any assignment of the Escrow Agent's rights and obligations hereunder to a substitute escrow agent. The Escrow Agent will be deemed not to be in conflict by virtue of its holding the Escrow Documents or the provision of services hereunder.

12.12 Indemnification of Escrow Agent. The Company and the Director hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, and its current and former partners, associates, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the Escrow Documents, the resignation or termination of the Escrow Agent and the termination of this Agreement.

### **ARTICLE 13 RESIGNATION OF ESCROW AGENT**

13.1 Notice of Resignation. If the Escrow Agent wishes to resign as escrow agent hereunder, the Escrow Agent will give notice to the Company and to the Director.

13.2 Resignation Date. The resignation of the Escrow Agent will be effective on the date (the "**Resignation Date**") that is 15 days after the date of receipt of the notice referred to in subsection 6.1 or on such other date as the parties hereto may agree upon.

13.3 New Escrow Agent. The Director and the Company shall, before the Resignation Date, appoint another law firm or licensed trust company located in Vancouver, British Columbia to act as escrow agent. The Escrow Agent will cease to be bound by this Agreement on the Resignation Date, whether or not the Company and the Director have appointed a successor escrow agent prior to the Resignation Date.

13.4 Failure to Appoint Successor Escrow Agent. If the Director and the Company have not appointed a successor escrow agent prior to the Resignation Date, the Escrow Agent may apply, at the expense of the Director and the Company (one half (1/2) to each) to a court of competent jurisdiction for the appointment of a successor escrow agent.

13.5 Successor Escrow Agent. On any new appointment under this section, the successor escrow agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor escrow agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor escrow agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as escrow agent.

**ARTICLE 14**  
**GENERAL**

14.1 Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the parties.

14.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors.

14.3 The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

14.4 The Company will, at the Director's request, provide all necessary documents to the Escrow Agent necessary to carry out the intent of this Agreement. If the Director or the Company is comprised of more than one person, then tender on any one of those persons will be sufficient.

14.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby in any other jurisdiction.

14.6 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

14.7 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail. Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the electronic communication was successfully transmitted, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

14.8 Time is of the essence of this Agreement.

14.9 It is understood and agreed by the parties to this Agreement that the only duties and obligations of the Escrow Agent are those specifically stated herein and no other.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed under seal and delivered this 19th day of March, 2015.

Per: */s/ BJ Bormann*

\_\_\_\_\_  
BJ Bormann

**NEUROKINE PHARMACEUTICALS  
INC.**

Per: */s/ BJ Bormann*

\_\_\_\_\_  
BJ Bormann

**W.L. MACDONALD LAW  
CORPORATION**

Per: */s/ W.L. MACDONALD LAW*  
*CORPORATION*

\_\_\_\_\_  
Authorized Signatory

**SCHEDULE 1**

**POWER OF ATTORNEY TO CANCEL BONDS OR SHARES**

## DIRECTOR'S AGREEMENT

**THIS** is dated on the 26th day of February, 2015.

**BETWEEN:**

**NEUROKINE PHARMACEUTICALS INC.**, a corporation of the province of British Columbia with offices at 1275 West 6th Avenue, Vancouver, British Columbia, Canada V6H 1A6.

(the "**Company**")

**AND:**

**WOLFGANG RENZ**, having an address at AM Hochgericht 31, 79618 Rheinfelden, Germany.

(the "**Director**")

A. the Company carries on business as a drug development company, developing and commercializing new uses for existing prescription drugs for diseases mediated by acute and chronic inflammatory reactions, as well as developing proprietary encapsulation technology to enhance therapeutic effects of anti-inflammatory drugs in the treatment of neurodegenerative diseases. (the "**Business**");

B. the Director holds an M.D. degree and is a physician, researcher, and an executive with expertise in drug development and in the management of pharmaceutical companies;

C. the Company desires to appoint the Director to its board of directors (the "**Board of Directors**") to perform services as customarily required of corporate directors in the pharmaceuticals industry; (the "**Services**"); and

D. the Director has agreed to provide the Services to the Company on the terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties hereto agree as follows:

### **ARTICLE 1 APPOINTMENT AND AUTHORITY OF DIRECTOR**

1.1 Appointment of Director. The Company, subject to the requisite prior-approval of the Board of Directors, hereby:

- (a) appoints the Director to perform the Services for the benefit of the Company as hereinafter set forth;
- (b) appoints the Director to the Board of Directors of the Company; and
- (c) authorizes the Director to exercise such powers as provided under this Agreement.



The Director accepts such appointment on the terms and conditions herein set forth.

1.2 Performance of Services. Director shall provide the Services subject to the following terms and conditions:

- (a) the Director shall report directly to the Board of Directors;
- (b) the Director shall commit such time as is reasonably necessary to discharge his or her duties as a member of the Board of Directors;
- (c) the Director shall faithfully, honestly and diligently serve the Company and cooperate with the Company and utilize professional skill and care to ensure that all services rendered hereunder, including the Services, are to the satisfaction of the Company, acting reasonably, and the Director shall provide any other services not specifically mentioned herein, but which by reason of the Director's capability the Director knows or ought to know to be necessary to ensure that the best interests of the Company are maintained; and
- (d) the Company shall report the results of the Director's duties hereunder as may be requested by the Company from time to time.

1.3 Authority of Director. The Director shall have no right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Company.

## **ARTICLE 2 DIRECTOR'S AGREEMENTS**

2.1 Expense Statements. The Director may incur expenses in the name of the Company as agreed in advance in writing by the Chief Executive Officer or Chief Financial Officer of the Company, provided that such expenses relate solely to the carrying out of the Services. The Director will promptly forward all invoices for expenses incurred on behalf of and in the name of the Company and the Company agrees to pay said invoices directly on a timely basis.

2.2 Restrictions. The Director agrees to comply with all of the restrictions set forth below at all times during the Term (as defined below) and for a period of one year after the Termination Date (as defined below):

- (a) The Director will not, either directly or indirectly:
  - (i) on its own behalf or on behalf of others, solicit, influence, divert, or attempt to solicit or divert any business opportunity of and from the Company;
  - (ii) on its own behalf or on behalf of others, solicit, influence, divert or hire away, or attempt to solicit, divert, or hire away, any independent contractor working exclusively for the Company or any person employed by the Company or persuade or attempt to persuade any such individual to terminate his or her contract or employment with the Company; and
  - (iii) impair or seek to impair any relationship that the Company has with its employees, customers, suppliers, agents or other parties with which the Company does business or has contractual relations.

- (b) The Director confirms that the obligations in this Article 2 of this Agreement are fair and reasonable given that, among other reasons:
- (i) the fiduciary responsibilities the Director will have with the Company will expose the Director to the Confidential Information (as defined below) regarding the Company's business and plans, all of which the Director agrees not to act upon to the detriment of the Company; and
  - (ii) the Director will be performing important strategic and development work for the Company;
  - (iii) the Director agrees that the obligations in this Section, together with the Director's other obligations under this Agreement, are reasonably necessary for the protection of the Company's proprietary interests and that given the Director's general knowledge and experience they would not prevent the Director from being gainfully employed if the employment relationship between the Director and the Company were to end; and
  - (iv) the Director also agrees that the obligations in Section are in addition to the non-disclosure obligations provided for in this Agreement and acknowledges that the Company would not have entered into this Agreement but for the protections provided to the Company by all of the aforementioned obligations.

2.3 Regulatory Compliance. The Director agrees to comply with all applicable securities legislation and regulatory policies in relation to providing the Services, including but not limited to securities laws of the United States (in particular, Regulation FD) and Canada and all laws, rules, regulations, instruments and policies of the Securities and Exchange Commission of the United States and the British Columbia Securities Commission.

2.4 Prohibition Against Insider Trading. The Director hereby acknowledges that the Director is aware, and further agrees that the Director will advise those of its directors, officers, employees and agents who may have access to Confidential Information, that securities laws of the United States and Canada prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

### ARTICLE 3 COMPANY'S AGREEMENTS

3.1 Compensation. In consideration of the Director agreeing to join the Board of Directors and enter into this Agreement and providing the Services to be rendered by the Director pursuant to this Agreement, the Company shall issue to the Director 100,000,000 common shares in the capital stock of the Company (the "**Compensation Shares**"). 25,000,000 of the Compensation Shares shall be delivered to the Director upon issuance, and the remaining 75,000,000 Compensation Shares (the "**Escrow Shares**") shall be deliverable in three equal parts pursuant to the Escrow Agreement attached hereto as Exhibit "A" and incorporated into this Agreement. Both the Director and the Company agree that, in the event of Director's resignation or termination as a Director of the Company, the Company may cancel any undelivered Compensation Shares in accordance with the Escrow Agreement as attached hereto as Exhibit "A". The issuance of the Compensation Shares shall be subject to the Director executing a subscription agreement in a form acceptable to the Company.

3.2 Information. Subject to the terms of this Agreement, including without limitation Article 5 hereof, and provided that the Director agrees that it will not disclose any material non-public information to any person or entity, the Company shall make available to the Director such information and data and shall permit the Director to have access to such documents as are reasonably necessary to enable it to perform the Services under this Agreement. The Company also agrees that it will act reasonably and promptly in reviewing materials submitted to it from time to time by the Director and inform the Director of any material inaccuracies or omissions in such materials.

#### **ARTICLE 4 DURATION, TERMINATION AND DEFAULT**

4.1 Effective Date. This Agreement shall become effective as of February 26, 2015 (the “**Effective Date**”), and shall continue for a period of 24 months from the Effective Date (the “**Term**”) or until earlier terminated pursuant to the terms of this Agreement (the “**Termination Date**”).

4.2 Termination. Without prejudicing any other rights that the Company may have hereunder or at law or in equity, the Company may terminate this Agreement immediately upon its election to do so, or if it so elects, upon delivery of written notice to the Director if:

- (a) the Director breaches any one section of Article 2 of this Agreement;
- (b) the Director breaches any other material term of this Agreement and such breach is not cured to the reasonable satisfaction of the Company within thirty (30) days after written notice describing the breach in reasonable detail is delivered to the Director;
- (c) the Company acting reasonably determines that the Director has acted, is acting or is likely to act in a manner detrimental to the Company or has violated or is likely to violate the confidentiality of any information as provided for in this Agreement;
- (d) the Director is unable or unwilling to perform the Services under this Agreement; or
- (e) the Director commits fraud, serious neglect or misconduct in the discharge of the Services.

4.3 Termination with Notice. Either the Director or the Company may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party.

4.4 Duties Upon Termination. Upon termination of this Agreement for any reason, the Director shall upon receipt of all sums due and owing under this Agreement, promptly deliver the following in accordance with the directions of the Company:

- (a) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination; and
- (b) all documents pertaining to the Company or this Agreement, including but not limited to, all books of account, correspondence and contracts in his possession, provided that the Director shall be entitled thereafter to inspect, examine and copy all of the documents which it delivers in accordance with this provision at all reasonable times upon three (3) days' notice to the Company.

## ARTICLE 5 CONFIDENTIALITY AND NON-COMPETITION

5.1 Maintenance of Confidential Information. The Director acknowledges that in the course of its appointment hereunder the Director will, either directly or indirectly, have access to and be entrusted with information (whether oral, written or by inspection) relating to the Company or its respective affiliates, associates or customers (the "**Confidential Information**"). For the purposes of this Agreement, "Confidential Information" includes, without limitation, any and all Developments (as defined herein), trade secrets, inventions, innovations, techniques, processes, formulas, drawings, designs, products, systems, creations, improvements, documentation, data, specifications, technical reports, customer lists, supplier lists, distributor lists, distribution channels and methods, retailer lists, reseller lists, employee information, financial information, sales or marketing plans, competitive analysis reports and any other thing or information whatsoever, whether copyrightable or uncopyrightable or patentable or unpatentable. The Director acknowledges that the Confidential Information constitutes a proprietary right, which the Company is entitled to protect. Accordingly, the Director covenants and agrees that during the Term and thereafter until such time as all the Confidential Information becomes publicly known and made generally available through no action or inaction of the Director, the Director will keep in strict confidence the Confidential Information and shall not, without prior written consent of the Company in each instance, disclose, use or otherwise disseminate the Confidential Information, directly or indirectly, to any third party.

5.2 Exceptions. The general prohibition contained in Section 5.1 of this Agreement against the unauthorized disclosure, use or dissemination of the Confidential Information shall not apply in respect of any Confidential Information that:

- (a) is available to the public generally in the form disclosed;
- (b) becomes part of the public domain through no fault of the Director;
- (c) is already in the lawful possession of the Director at the time of receipt of the Confidential Information; or
- (d) is compelled by applicable law to be disclosed, provided that the Director gives the Company prompt written notice of such requirement prior to such disclosure and provides assistance in obtaining an order protecting the Confidential Information from public disclosure.

5.3 Developments. Any information, data, work product or any other thing or documentation whatsoever which the Director, either by itself or in conjunction with any third party, conceives, makes, develops, acquires or acquires knowledge of during the Director's appointment with the Company or which the Director, either by itself or in conjunction with any third party, shall conceive, make, develop, acquire or acquire knowledge of (collectively, the "**Developments**") during the Term or at any time thereafter during which the Director is engaged by the Company that is related to the Business shall automatically form part of the Confidential Information and shall become and remain the sole and exclusive property of the Company.

Accordingly, the Director does hereby irrevocably, exclusively and absolutely assign, transfer and convey to the Company in perpetuity all worldwide right, title and interest in and to any and all Developments and other rights of whatsoever nature and kind in or arising from or pertaining to all such Developments created or produced by the Director during the course of performing this Agreement, including, without limitation, the right to effect any registration in the world to protect the foregoing rights. The Company shall have the sole, absolute and unlimited right throughout the world, therefore, to protect the Developments by patent, copyright, industrial design, trademark or otherwise and to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Developments, in whole or in part, or combine the Developments with any other matter, or not use the Developments at all, as the Company sees fit.

5.4 Protection of Developments. The Director does hereby agree that, both before and after the termination of this Agreement, the Director shall perform such further acts and execute and deliver such further instruments, writings, documents and assurances (including, without limitation, specific assignments and other documentation which may be required anywhere in the world to register evidence of ownership of the rights assigned pursuant hereto) as the Company shall reasonably require in order to give full effect to the true intent and purpose of the assignment made under Section 5.3 hereof. If the Company is for any reason unable, after reasonable effort, to secure execution by the Director on documents needed to effect any registration or to apply for or prosecute any right or protection relating to the Developments, the Director hereby designates and appoints the Company and its duly authorized officers and agents as the Director's agent and attorney to act for and in the Director's behalf and stead to execute and file any such document and do all other lawfully permitted acts necessary or advisable in the opinion of the Company to effect such registration or to apply for or prosecute such right or protection, with the same legal force and effect as if executed by the Director.

5.5 Reasonable Restrictions. The Director agrees that all restrictions in this Article 5 are reasonable and valid, and all defenses to the strict enforcement thereof by the Company are hereby waived by the Director.

## **ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DIRECTOR**

6.1 Documents Required from the Director. The Director shall complete, sign and return to the Company as soon as possible, on request by the Company, such additional documents, notices and undertakings as may be required by regulatory authorities or by applicable law.

6.2 Representations, Warranties and Covenants of the Director. The Director hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the end of the expiry of the Term or early termination of this Agreement) that:

- (a) the entering into of this Agreement and the transactions contemplated thereby will not result in the violation of any of the terms and provisions of any law applicable to the Director, or of any agreement, written or oral, to which the Director may be a party or by which the Director is or may be bound;
- (b) the relationship between the Director and the Company shall be that of independent contractor, and nothing in this Agreement shall render the Director an employee, agent or partner of the Company and the Director shall not hold himself out as such.

- (c) in performing the Services pursuant to this Agreement, the Director will occupy a position of high fiduciary trust and confidence and the Director will develop and acquire wide experience and knowledge with respect to all aspects of the manner in which the Company's business is conducted. Without limiting the generality of the foregoing, the Director agrees to observe the highest standards of loyalty, good faith and avoidance of conflicts of duty and self-interest, in performing the Services.

## ARTICLE 7 MISCELLANEOUS

7.1 Notices. All notices required or allowed to be given under this Agreement shall be made either personally by delivery to or by facsimile transmission to the address set forth above or to such other address as may be designated from time to time by such party in writing.

7.2 Independent Legal Advice. The Director acknowledges that:

- (a) this Agreement was prepared for and by the Company;
- (b) the Company has requested the Director to obtain his own independent legal advice on this Agreement prior to signing this Agreement;
- (c) the Director has been given adequate time to obtain independent legal advice;
- (d) by signing this Agreement, the Director confirms that he fully understands this Agreement; and
- (e) by signing this Agreement without first obtaining independent legal advice, the Director waives his right to obtain independent legal advice.

7.3 Change of Address. Any party may, from time to time, change its address for service hereunder by written notice to the other party in the manner aforesaid.

7.4 Entire Agreement. As of from the date hereof, any and all previous agreements, written or oral between the parties hereto or on their behalf relating to the appointment of the Director by the Company are null and void. The parties hereto agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement and it is expressly agreed that no implied covenant, condition, term or reservation or prior representation or warranty shall be read into this Agreement relating to or concerning the subject matter hereof or any matter or operation provided for herein.

7.5 Further Assurances. Each party hereto will promptly and duly execute and deliver to the other party such further documents and assurances and take such further action as such other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

7.6 Waiver. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach is made in writing and signed by the party to be charged with such waiver or consent. A waiver by a party of any provision of this Agreement shall not be construed as a waiver of a further breach of the same provision.

7.7 Amendments in Writing. No amendment, modification or rescission of this Agreement shall be effective unless set forth in writing and signed by the parties hereto.

7.8 Assignment. Except as herein expressly provided, the respective rights and obligations of the Director and the Company under this Agreement shall not be assignable by either party without the written consent of the other party and shall, subject to the foregoing, enure to the benefit of and be binding upon the Director and the Company and their permitted successors or assigns. Nothing herein expressed or implied is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.9 Severability. In the event that any provision contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, such provision shall be deemed not to affect or impair the validity or enforceability of any other provision of this Agreement, which shall continue to have full force and effect.

7.10 Headings. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.11 Number and Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.

7.12 Time. Time shall be of the essence of this Agreement. In the event that any day on or before which any action is required to be taken hereunder is not a business day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a business day. For the purposes of this Agreement, "business day" means a day which is not Saturday or Sunday or a statutory holiday in British Columbia, Canada.

7.13 Enurement. This Agreement is intended to bind and enure to the benefit of the Company, its successors and assigns, and the Director and the personal legal representatives of the Director.

7.14 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

7.15 Electronic Means. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the effective date of this Agreement.

7.16 Governing Law. This Agreement will be governed by and construed in accordance with the law of the province of British Columbia. The parties hereby attorn to the jurisdiction of the Courts in the province of British Columbia.



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**NEUROKINE PHARMACEUTICALS  
INC.**

Per: /s/ BJ Bormann  
BJ Bormann  
Authorized Signatory

/s/ Wolfgang Renz  
Wolfgang Renz

**EXHIBIT "A"**

**ESCROW AGREEMENT**

**ESCROW AGREEMENT**

**THIS** made as of 26th day of February, 2015

**AMONG:**

**WOLFGANG RENZ**, having an address at AM Hochgericht 31, 79618 Rheinfelden, Germany.

(the "**Director**")

OF THE FIRST PART

**AND:**

**NEUROKINE PHARMACEUTICALS INC.**, a corporation of the province of British Columbia with offices at 1275 West 6th Avenue, Vancouver, British Columbia, Canada V6H 1A6.

(the "**Company**")

OF THE SECOND PART

**AND:**

**W.L. MACDONALD LAW CORPORATION**

(the "**Escrow Agent**")

OF THE THIRD PART

**WITNESSES THAT WHEREAS:**

E. pursuant to the Director's Agreement (the "**Director's Agreement**") dated February 26, 2015 entered into between the Director and the Company, the Director has agreed to acquire, and the Company has agreed to issue to the Director, 100,000,000 common shares (the "**Compensation Shares**") in the capital stock of the Company;

F. the parties have agreed to place 75,000,000 of the Compensation Shares into escrow, to be release in accordance with the terms of this Agreement;

G. the Director and the Company desire to appoint the Escrow Agent, and the Escrow Agent has agreed to act as escrow agent to hold the Escrow Shares in accordance with the terms hereof.

**THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

## **ARTICLE 8 DEFINITIONS AND INTERPRETATION**

8.1 Wherever used in this Agreement, unless the context otherwise requires, the following words and terms will have the meanings shown:

- (a) “**Agreement**” means this Escrow Agreement and any amendments to it;
- (b) “**Company**” means Neurokine Pharmaceuticals Inc.;
- (c) “**Escrow Agent**” means W.L. Macdonald Law Corporation;
- (d) “**Escrow Documents**” means:
  - (i) the Escrow Shares as represented by three share certificates (each a “**Share Certificate**”) representing the Escrow Shares in equal amounts;
  - (ii) the three stock transfer powers of attorney (each a “**Stock Power**”) (as attached hereto as Schedule 1) duly executed and endorsed in blank for transfer, to authorize the transfer of the Shares from the Director to the Company upon evidence that the Director’s Agreement has been terminated pursuant to the terms therein from the Company; and
  - (iii) such other documents required by the transfer agent of the Company to effect the cancellation of the Shares;
- (e) “**Director’s Agreement**” means the definitive Director’s Agreement dated February 26, 2015 between the Director and the Company; and
- (f) “**Escrow Shares**” means 75,000,000 fully paid and non-assessable common shares in the capital stock of the Company to be registered in the name of the Director or its designees issued pursuant to the Director’s Agreement.

8.2 In this Agreement:

- (a) the headings have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement;
- (b) all references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires; and
- (c) when the context hereof makes it possible, the word “person” includes in its meaning any firm and any body corporate or politic.

## **ARTICLE 9 ESCROW**

9.1 The Company and the Director hereby appoint the Escrow Agent to act as escrow agent pursuant to the terms of this Agreement. The Escrow Agent hereby accepts the appointment.



9.2 The Company and the Director will, as soon as practicable following execution of this Agreement and the Director's Agreement (and any documents incorporated therein), deliver the Escrow Documents to the Escrow Agent and the Escrow Agent will hold the Escrow Documents in escrow subject to the terms and conditions of this Agreement.

9.3 The Director and the Company hereby irrevocably direct the Escrow Agent to retain the Escrow Documents and not to cause anything to be done to release the same from Escrow except in accordance with this Agreement.

## **ARTICLE 10 RELEASE FROM ESCROW**

10.1 The Escrow Agent will hold the Escrow Documents in escrow until they are released from escrow as follows:

- (a) Subject to below sub-section (b), the Escrow Agent shall release the Escrow Documents to the Director in accordance with the following schedule:
  - (i) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released six (6) months after the date of this Agreement;
  - (ii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twelve (12) months after the date of this Agreement; and
  - (iii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twenty-four (24) months after the date of this Agreement.

The Company or the Director shall be responsible to provide to the Escrow Agent written notice to release the applicable Escrow Documents upon occurrence of each of the above milestones.

- (b) Notwithstanding above subsection (a), if the Company delivers to the Escrow Agent, in a form satisfactory to the Escrow Agent:
  - (i) a statutory declaration made by a duly authorized officer of the Company declaring that the Director has resigned as a Director of the Company or has been duly dismissed as a director of the Company in accordance with the Director Agreement,

Then, upon receipt of such statutory declaration, the Escrow Agent shall deliver to the Company all Escrow Documents not due for release pursuant to above sub-section (a).

- (c) Notwithstanding anything to contrary herein, if during the term of this Agreement the Escrow Agent receives an order of a court of competent jurisdiction, the Escrow Agent will hold the Escrow Documents pending the final adjudication of the respective rights of the Director and the Company by a court of competent jurisdiction, and will release the Escrow Documents to whom the court of competent jurisdiction so declares; or if the Escrow Agent receives, prior to such final adjudication, joint written instructions from the Director and the Company respecting the Escrow Documents, the Escrow Agent will forward the Escrow Documents to whom the joint written instructions so instruct.

**ARTICLE 11**  
**DEALING WITH ESCROWED SHARES.**

11.1 Restriction on Transfer. The Director will not encumber, sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever, any of the Shares held in escrow or beneficial ownership of or any interest in them. The Escrow Agent will not accept or acknowledge any transfer, assignment, declaration of trust or any other documents evidencing a change in legal or beneficial ownership of the Escrow Shares, or of any interest in the Escrow Shares, subject to the terms of this Agreement.

11.2 Pledge, Mortgage or Charge as Collateral for a Loan. The Director will not pledge, mortgage or charge the Shares to a financial institution as collateral for a loan.

11.3 Dividends and Distributions on Shares. The Director and the Company acknowledge and agrees that:

- (i) all dividends or distributions arising from or attaching to the Escrow Shares;  
and
- (ii) any share representing stock dividends or distributions in respect of the Escrow Shares or resulting from a split, revision or reclassification of the Escrow Shares, or received in exchange for the Escrow Shares as a result of an amalgamation or merger;

shall be pledged or deposited with the Escrow Agent hereunder and shall be paid or released only in accordance with the provisions of above Article 3.

4.4 Voting Rights. The Director and the Company acknowledge and agree that the Director shall have the sole exclusive right as registered holder of the Escrow Shares to exercise all voting rights attached to the Escrow Shares for and until such time as the Escrow Shares are returned to the Company pursuant to above section 3.1 (b) or 3.1 (c), as applicable.

**ARTICLE 12**  
**ESCROW AGENT**

12.1 Escrow Agent Not a Trustee. The Escrow Agent accepts the Escrow Documents and the duties and responsibilities under this Agreement solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

12.2 Notice in Satisfactory Form. The Escrow Agent will not be required to take notice of any default or to take any action with respect to such default involving any expense or liability, unless notice in writing of such default is formally given to a partner of the Escrow Agent and unless it is indemnified, in a manner satisfactory to it, against such expense or liability.

12.3 Validity of Documents. The Escrow Agent acts hereunder as a depositary only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instrument, or for the identity or authority or right of any person or party executing it.

12.4 Escrow Agent Not Liable. The Escrow Agent will not be liable for any error of judgment, or for any act done or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or omit from doing in connection herewith, except its own fraud or gross negligence. The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits,

whether foreseeable or unforeseeable.

12.5 Default of Agent. The Escrow Agent will not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel will have been selected with reasonable care.

12.6 Remuneration of Escrow Agent. Forthwith upon receipt of an invoice therefor, the Company agrees to pay the Escrow Agent's accounts for time, disbursements and applicable taxes relating to the performance by the Escrow Agent of its duties or rights hereunder or other work incidental to or contemplated pursuant to the terms of this Agreement. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand. Notwithstanding anything to the contrary herein, the Company and the Director shall be jointly and severally liable to the Escrow Agent for unpaid accounts (including interest thereon) incurred in respect of this Agreement and which are unpaid 45 days after request for such payment.

12.7 Duty of Care. The Escrow Agent will have no responsibility in respect of the loss of the Escrow Documents, except to exercise such care in the safekeeping thereof as it would exercise if the Escrow Documents were property of the Escrow Agent. The Escrow Agent will not be liable for any error of judgement, any act done or omitted by it in good faith, or for anything which it may, in good faith, do or refrain from doing in connection herewith or for any mistake of fact or law. The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under any regulatory authorities' policies or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party. The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

12.8 Dispute. In the event of any disagreement between any of the parties to this Agreement, or between them or either of them and any other person, resulting in demands or adverse claims being made in connection with or for any asset involved herein or affected hereby, the Escrow Agent will be entitled, at its discretion, to refuse to comply with any demands or claims on it, as long as such disagreement may continue and in so refusing the Escrow Agent may make no delivery or other disposition of any asset involved herein or affected hereby, and in so doing the Escrow Agent will not be or become liable in any way or to any person or party for its failure or refusal to comply with such conflicting demands or adverse claims, and it will be entitled to continue so to refrain from acting and so to refuse to act until the right of such person or party will have been finally adjudicated in a court assuming and having jurisdiction on the asset involved herein or affected hereby, or all differences shall have been adjusted by agreement and the Escrow Agent will have been notified thereof in writing signed by all persons and parties interested.

12.9 Escrow Agent Not Responsible After Release. The Escrow Agent will have no responsibility for Escrow Documents that it has released to the Director or returned to the Company pursuant to this Agreement.



12.10 Retention of Legal Counsel and Advisors. The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Director and to the Company as soon as practicable that it has retained legal counsel or other advisors. Each the Director and the Company will pay or reimburse (one half (1/2) to each) the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

12.11 Counsel for the Company. The parties acknowledge that the Escrow Agent is a law firm that is retained by the Company to provide legal services to the Company and the Escrow Agent may again be retained from time to time by the Company during the term of this Agreement and before any assignment of the Escrow Agent's rights and obligations hereunder to a substitute escrow agent. The Escrow Agent will be deemed not to be in conflict by virtue of its holding the Escrow Documents or the provision of services hereunder.

12.12 Indemnification of Escrow Agent. The Company and the Director hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, and its current and former partners, associates, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the Escrow Documents, the resignation or termination of the Escrow Agent and the termination of this Agreement.

### **ARTICLE 13 RESIGNATION OF ESCROW AGENT**

13.1 Notice of Resignation. If the Escrow Agent wishes to resign as escrow agent hereunder, the Escrow Agent will give notice to the Company and to the Director.

13.2 Resignation Date. The resignation of the Escrow Agent will be effective on the date (the "**Resignation Date**") that is 15 days after the date of receipt of the notice referred to in subsection 6.1 or on such other date as the parties hereto may agree upon.

13.3 New Escrow Agent. The Director and the Company shall, before the Resignation Date, appoint another law firm or licensed trust company located in Vancouver, British Columbia to act as escrow agent. The Escrow Agent will cease to be bound by this Agreement on the Resignation Date, whether or not the Company and the Director have appointed a successor escrow agent prior to the Resignation Date.

13.4 Failure to Appoint Successor Escrow Agent. If the Director and the Company have not appointed a successor escrow agent prior to the Resignation Date, the Escrow Agent may apply, at the expense of the Director and the Company (one half (1/2) to each) to a court of competent jurisdiction for the appointment of a successor escrow agent.

13.5 Successor Escrow Agent. On any new appointment under this section, the successor escrow agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor escrow agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor escrow agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as escrow agent.

**ARTICLE 14**  
**GENERAL**

14.1 Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the parties.

14.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors.

14.3 The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

14.4 The Company will, at the Director's request, provide all necessary documents to the Escrow Agent necessary to carry out the intent of this Agreement. If the Director or the Company is comprised of more than one person, then tender on any one of those persons will be sufficient.

14.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby in any other jurisdiction.

14.6 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

14.7 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail. Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the electronic communication was successfully transmitted, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

14.8 Time is of the essence of this Agreement.

14.9 It is understood and agreed by the parties to this Agreement that the only duties and obligations of the Escrow Agent are those specifically stated herein and no other.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed under seal and delivered this 19th day of March, 2015.

Per: */s/ Wolfgang Renz*

\_\_\_\_\_  
Wolfgang Renz

**NEUROKINE PHARMACEUTICALS  
INC.**

Per: */s/ BJ Bormann*

\_\_\_\_\_  
Authorized Signatory

**W.L. MACDONALD LAW  
CORPORATION**

Per: */s/ W.L. MACDONALD LAW*  
*CORPORATION*

\_\_\_\_\_  
Authorized Signatory

**SCHEDULE 1**

**POWER OF ATTORNEY TO CANCEL BONDS OR SHARES**

## DIRECTOR'S AGREEMENT

**THIS AGREEMENT** is dated on the 25th day of February, 2015.

**BETWEEN:**

**NEUROKINE PHARMACEUTICALS INC.**, a corporation of the province of British Columbia with offices at 1275 West 6th Avenue, Vancouver, British Columbia, Canada V6H 1A6.

(the "**Company**")

**AND:**

**Patrick C. Frankham**, having an address at 388 de la Fauvette, Rosemere, QC Canada J7A 4J7.

(the "**Director**")

**WHEREAS:**

A. the Company carries on business as a drug development company, developing and commercializing new uses for existing prescription drugs for diseases mediated by acute and chronic inflammatory reactions, as well as developing proprietary encapsulation technology to enhance therapeutic effects of anti-inflammatory drugs in the treatment of neurodegenerative diseases. (the "**Business**");

B. the Director holds a Ph.D. in Biomedical Science and is a physician, researcher, and an executive with expertise in drug development and in the management of pharmaceutical companies;

C. the Company desires to appoint the Director to its board of directors (the "**Board of Directors**") to perform services as customarily required of corporate directors in the pharmaceuticals industry; (the "**Services**"); and

D. the Director has agreed to provide the Services to the Company on the terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties hereto agree as follows:

**ARTICLE 1**  
**APPOINTMENT AND AUTHORITY OF DIRECTOR**

1.1 Appointment of Director. The Company, subject to the requisite prior-approval of the Board of Directors, hereby:

- (a) appoints the Director to perform the Services for the benefit of the Company as hereinafter set forth;
- (b) appoints the Director to the Board of Directors of the Company; and
- (c) authorizes the Director to exercise such powers as provided under this Agreement.

The Director accepts such appointment on the terms and conditions herein set forth.

1.2 Performance of Services. Director shall provide the Services subject to the following terms and conditions:

- (a) the Director shall report directly to the Board of Directors;
- (b) the Director shall commit such time as is reasonably necessary to discharge his or her duties as a member of the Board of Directors;
- (c) the Director shall faithfully, honestly and diligently serve the Company and cooperate with the Company and utilize professional skill and care to ensure that all services rendered hereunder, including the Services, are to the satisfaction of the Company, acting reasonably, and the Director shall provide any other services not specifically mentioned herein, but which by reason of the Director's capability the Director knows or ought to know to be necessary to ensure that the best interests of the Company are maintained; and
- (d) the Company shall report the results of the Director's duties hereunder as may be requested by the Company from time to time.

1.3 Authority of Director. The Director shall have no right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Company.

**ARTICLE 2**  
**DIRECTOR'S AGREEMENTS**

2.1 Expense Statements. The Director may incur expenses in the name of the Company as agreed in advance in writing by the Chief Executive Officer or Chief Financial Officer of the Company, provided that such expenses relate solely to the carrying out of the Services. The Director will promptly forward all invoices for expenses incurred on behalf of and in the name of the Company and the Company agrees to pay said invoices directly on a timely basis.

2.2 Restrictions. The Director agrees to comply with all of the restrictions set forth below at all times during the Term (as defined below) and for a period of one year after the Termination Date (as defined below):

- (a) The Director will not, either directly or indirectly:
  - (i) on its own behalf or on behalf of others, solicit, influence, divert, or attempt to solicit or divert any business opportunity of and from the Company;
  - (ii) on its own behalf or on behalf of others, solicit, influence, divert or hire away, or attempt to solicit, divert, or hire away, any independent contractor

working exclusively for the Company or any person employed by the Company or persuade or attempt to persuade any such individual to terminate his or her contract or employment with the Company; and

- (iii) impair or seek to impair any relationship that the Company has with its employees, customers, suppliers, agents or other parties with which the Company does business or has contractual relations.

- (b) The Director confirms that the obligations in this Article 2 of this Agreement are fair and reasonable given that, among other reasons:
- (i) the fiduciary responsibilities the Director will have with the Company will expose the Director to the Confidential Information (as defined below) regarding the Company's business and plans, all of which the Director agrees not to act upon to the detriment of the Company; and
  - (ii) the Director will be performing important strategic and development work for the Company;
  - (iii) the Director agrees that the obligations in this Section, together with the Director's other obligations under this Agreement, are reasonably necessary for the protection of the Company's proprietary interests and that given the Director's general knowledge and experience they would not prevent the Director from being gainfully employed if the employment relationship between the Director and the Company were to end; and
  - (iv) the Director also agrees that the obligations in Section are in addition to the non-disclosure obligations provided for in this Agreement and acknowledges that the Company would not have entered into this Agreement but for the protections provided to the Company by all of the aforementioned obligations.

2.3 Regulatory Compliance. The Director agrees to comply with all applicable securities legislation and regulatory policies in relation to providing the Services, including but not limited to securities laws of the United States (in particular, Regulation FD) and Canada and all laws, rules, regulations, instruments and policies of the Securities and Exchange Commission of the United States and the British Columbia Securities Commission.

2.4 Prohibition Against Insider Trading. The Director hereby acknowledges that the Director is aware, and further agrees that the Director will advise those of its directors, officers, employees and agents who may have access to Confidential Information, that securities laws of the United States and Canada prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

### ARTICLE 3 COMPANY'S AGREEMENTS

3.1 Compensation. In consideration of the Director agreeing to join the Board of Directors and enter into this Agreement and providing the Services to be rendered by the Director pursuant to this Agreement, the Company shall issue to the Director 100,000,000 common shares in the capital stock of the Company (the "**Compensation Shares**"). 25,000,000 of the Compensation Shares shall be delivered to the Director upon issuance, and the remaining 75,000,000 Compensation Shares (the "**Escrow Shares**") shall be deliverable in three equal parts pursuant to the Escrow Agreement attached hereto as Exhibit "A" and incorporated into this Agreement. Both the Director and the Company agree that, in the event of Director's resignation or termination as a Director of the Company, the Company may cancel any undelivered Compensation Shares in accordance with the Escrow Agreement as attached hereto as Exhibit "A". The issuance of the Compensation Shares shall be subject to the Director executing a subscription agreement in a form acceptable to the Company.



3.2 Information. Subject to the terms of this Agreement, including without limitation Article 5 hereof, and provided that the Director agrees that it will not disclose any material non-public information to any person or entity, the Company shall make available to the Director such information and data and shall permit the Director to have access to such documents as are reasonably necessary to enable it to perform the Services under this Agreement. The Company also agrees that it will act reasonably and promptly in reviewing materials submitted to it from time to time by the Director and inform the Director of any material inaccuracies or omissions in such materials.

#### **ARTICLE 4 DURATION, TERMINATION AND DEFAULT**

4.1 Effective Date. This Agreement shall become effective as of February 25, 2015 (the “**Effective Date**”), and shall continue for a period of 24 months from the Effective Date (the “**Term**”) or until earlier terminated pursuant to the terms of this Agreement (the “**Termination Date**”).

4.2 Termination. Without prejudicing any other rights that the Company may have hereunder or at law or in equity, the Company may terminate this Agreement immediately upon its election to do so, or if it so elects, upon delivery of written notice to the Director if:

- (a) the Director breaches any one section of Article 2 of this Agreement;
- (b) the Director breaches any other material term of this Agreement and such breach is not cured to the reasonable satisfaction of the Company within thirty (30) days after written notice describing the breach in reasonable detail is delivered to the Director;
- (c) the Company acting reasonably determines that the Director has acted, is acting or is likely to act in a manner detrimental to the Company or has violated or is likely to violate the confidentiality of any information as provided for in this Agreement;
- (d) the Director is unable or unwilling to perform the Services under this Agreement; or
- (e) the Director commits fraud, serious neglect or misconduct in the discharge of the Services.

4.3 Termination with Notice. Either the Director or the Company may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party.

4.4 Duties Upon Termination. Upon termination of this Agreement for any reason, the Director shall upon receipt of all sums due and owing under this Agreement, promptly deliver the following in accordance with the directions of the Company:

- (a) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination; and
- (b) all documents pertaining to the Company or this Agreement, including but not limited to, all books of account, correspondence and contracts in his possession, provided that the Director shall be entitled thereafter to inspect, examine and copy all of the documents which it delivers in accordance with this provision at all reasonable times upon three (3) days’ notice to the Company.

**ARTICLE 5**  
**CONFIDENTIALITY AND NON-COMPETITION**

5.1 Maintenance of Confidential Information. The Director acknowledges that in the course of its appointment hereunder the Director will, either directly or indirectly, have access to and be entrusted with information (whether oral, written or by inspection) relating to the Company or its respective affiliates, associates or customers (the “**Confidential Information**”). For the purposes of this Agreement, “Confidential Information” includes, without limitation, any and all Developments (as defined herein), trade secrets, inventions, innovations, techniques, processes, formulas, drawings, designs, products, systems, creations, improvements, documentation, data, specifications, technical reports, customer lists, supplier lists, distributor lists, distribution channels and methods, retailer lists, reseller lists, employee information, financial information, sales or marketing plans, competitive analysis reports and any other thing or information whatsoever, whether copyrightable or uncopyrightable or patentable or unpatentable. The Director acknowledges that the Confidential Information constitutes a proprietary right, which the Company is entitled to protect. Accordingly, the Director covenants and agrees that during the Term and thereafter until such time as all the Confidential Information becomes publicly known and made generally available through no action or inaction of the Director, the Director will keep in strict confidence the Confidential Information and shall not, without prior written consent of the Company in each instance, disclose, use or otherwise disseminate the Confidential Information, directly or indirectly, to any third party.

5.2 Exceptions. The general prohibition contained in Section 5.1 of this Agreement against the unauthorized disclosure, use or dissemination of the Confidential Information shall not apply in respect of any Confidential Information that:

- (a) is available to the public generally in the form disclosed;
- (b) becomes part of the public domain through no fault of the Director;
- (c) is already in the lawful possession of the Director at the time of receipt of the Confidential Information; or
- (d) is compelled by applicable law to be disclosed, provided that the Director gives the Company prompt written notice of such requirement prior to such disclosure and provides assistance in obtaining an order protecting the Confidential Information from public disclosure.

5.3 Developments. Any information, data, work product or any other thing or documentation whatsoever which the Director, either by itself or in conjunction with any third party, conceives, makes, develops, acquires or acquires knowledge of during the Director’s appointment with the Company or which the Director, either by itself or in conjunction with any third party, shall conceive, make, develop, acquire or acquire knowledge of (collectively, the “**Developments**”) during the Term or at any time thereafter during which the Director is engaged by the Company that is related to the Business shall automatically form part of the Confidential Information and shall become and remain the sole and exclusive property of the Company. Accordingly, the Director does hereby irrevocably, exclusively and absolutely assign, transfer and convey to the Company in perpetuity all worldwide right, title and interest in and to any and all Developments and other rights of whatsoever nature and kind in or arising from or pertaining to all such Developments created or produced by the Director during the course of performing this Agreement, including, without limitation, the right to effect any registration in the world to protect the foregoing rights. The Company shall have the sole, absolute and unlimited right throughout the world, therefore, to protect the Developments by patent, copyright, industrial design, trademark or otherwise and to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Developments, in whole or in part, or combine the Developments with any other matter, or not use the Developments at all, as the Company sees fit.

5.4 Protection of Developments. The Director does hereby agree that, both before and after the termination of this Agreement, the Director shall perform such further acts and execute and deliver such further instruments, writings, documents and assurances (including, without limitation, specific assignments and other documentation which may be required anywhere in the world to register evidence of ownership of the rights assigned pursuant hereto) as the Company shall reasonably require in order to give full effect to the true intent and purpose of the assignment made under Section 5.3 hereof. If the Company is for any reason unable, after reasonable effort, to secure execution by the Director on documents needed to effect any registration or to apply for or prosecute any right or protection relating to the Developments, the Director hereby designates and appoints the Company and its duly authorized officers and agents as the Director's agent and attorney to act for and in the Director's behalf and stead to execute and file any such document and do all other lawfully permitted acts necessary or advisable in the opinion of the Company to effect such registration or to apply for or prosecute such right or protection, with the same legal force and effect as if executed by the Director.

5.5 Reasonable Restrictions. The Director agrees that all restrictions in this Article 5 are reasonable and valid, and all defenses to the strict enforcement thereof by the Company are hereby waived by the Director.

## **ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DIRECTOR**

6.1 Documents Required from the Director. The Director shall complete, sign and return to the Company as soon as possible, on request by the Company, such additional documents, notices and undertakings as may be required by regulatory authorities or by applicable law.

6.2 Representations, Warranties and Covenants of the Director. The Director hereby represents and warrants to and covenants with the Company (which representations, warranties and covenants shall survive the end of the expiry of the Term or early termination of this Agreement) that:

- (a) the entering into of this Agreement and the transactions contemplated thereby will not result in the violation of any of the terms and provisions of any law applicable to the Director, or of any agreement, written or oral, to which the Director may be a party or by which the Director is or may be bound;
- (b) the relationship between the Director and the Company shall be that of independent contractor, and nothing in this Agreement shall render the Director an employee, agent or partner of the Company and the Director shall not hold himself out as such.
- (c) in performing the Services pursuant to this Agreement, the Director will occupy a position of high fiduciary trust and confidence and the Director will develop and acquire wide experience and knowledge with respect to all aspects of the manner in which the Company's business is conducted. Without limiting the generality of the foregoing, the Director agrees to observe the highest standards of loyalty, good faith and avoidance of conflicts of duty and self-interest, in performing the Services.

**ARTICLE 7**  
**MISCELLANEOUS**

7.1 Notices. All notices required or allowed to be given under this Agreement shall be made either personally by delivery to or by facsimile transmission to the address set forth above or to such other address as may be designated from time to time by such party in writing.

7.2 Independent Legal Advice. The Director acknowledges that:

- (a) this Agreement was prepared for and by the Company;
- (b) the Company has requested the Director to obtain his own independent legal advice on this Agreement prior to signing this Agreement;
- (c) the Director has been given adequate time to obtain independent legal advice;
- (d) by signing this Agreement, the Director confirms that he fully understands this Agreement; and
- (e) by signing this Agreement without first obtaining independent legal advice, the Director waives his right to obtain independent legal advice.

7.3 Change of Address. Any party may, from time to time, change its address for service hereunder by written notice to the other party in the manner aforesaid.

7.4 Entire Agreement. As of from the date hereof, any and all previous agreements, written or oral between the parties hereto or on their behalf relating to the appointment of the Director by the Company are null and void. The parties hereto agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement and it is expressly agreed that no implied covenant, condition, term or reservation or prior representation or warranty shall be read into this Agreement relating to or concerning the subject matter hereof or any matter or operation provided for herein.

7.5 Further Assurances. Each party hereto will promptly and duly execute and deliver to the other party such further documents and assurances and take such further action as such other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

7.6 Waiver. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach is made in writing and signed by the party to be charged with such waiver or consent. A waiver by a party of any provision of this Agreement shall not be construed as a waiver of a further breach of the same provision.

7.7 Amendments in Writing. No amendment, modification or rescission of this Agreement shall be effective unless set forth in writing and signed by the parties hereto.

7.8 Assignment. Except as herein expressly provided, the respective rights and obligations of the Director and the Company under this Agreement shall not be assignable by either party without the written consent of the other party and shall, subject to the foregoing, enure to the benefit of and be binding upon the Director and the Company and their permitted successors or assigns. Nothing herein expressed or implied is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.9 Severability. In the event that any provision contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, such provision shall be deemed not to affect or impair the validity or enforceability of any other provision of this Agreement, which shall continue to have full force and effect.



7.10 Headings. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.11 Number and Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.

7.12 Time. Time shall be of the essence of this Agreement. In the event that any day on or before which any action is required to be taken hereunder is not a business day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a business day. For the purposes of this Agreement, "business day" means a day which is not Saturday or Sunday or a statutory holiday in British Columbia, Canada.

7.13 Enurement. This Agreement is intended to bind and enure to the benefit of the Company, its successors and assigns, and the Director and the personal legal representatives of the Director.

7.14 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

7.15 Electronic Means. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the effective date of this Agreement.

7.16 Governing Law. This Agreement will be governed by and construed in accordance with the law of the province of British Columbia. The parties hereby attorn to the jurisdiction of the Courts in the province of British Columbia.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**NEUROKINE PHARMACEUTICALS  
INC**

Per: /s/ BJ Bormann

Authorized Signatory

/s/ Patrick C. Frankham

Patrick C. Frankham

**EXHIBIT "A"**

**ESCROW AGREEMENT**

**ESCROW AGREEMENT**

**THIS AGREEMENT** made as of the 25th day of February, 2015

**AMONG:**

**Patrick C. Frankham**, having an address at 388 de la Fauvette, Rosemere, QC Canada J7A 4J7.

(the "**Director**")

OF THE FIRST PART

**AND:**

**NEUROKINE PHARMACEUTICALS INC.**, a corporation of the province of British Columbia with offices at 1275 West 6th Avenue, Vancouver, British Columbia, Canada V6H 1A6.

(the "**Company**")

OF THE SECOND PART

**AND:**

**W.L. MACDONALD LAW CORPORATION**

(the "**Escrow Agent**")

OF THE THIRD PART

**WITNESSES THAT WHEREAS:**

E. pursuant to the Director's Agreement (the "**Director's Agreement**") dated February 25, 2015 entered into between the Director and the Company, the Director has agreed to acquire, and the Company has agreed to issue to the Director, 100,000,000 common shares (the "**Compensation Shares**") in the capital stock of the Company;

F. the parties have agreed to place 75,000,000 of the Compensation Shares into escrow, to be release in accordance with the terms of this Agreement;

G. the Director and the Company desire to appoint the Escrow Agent, and the Escrow Agent has agreed to act as escrow agent to hold the Escrow Shares in accordance with the terms hereof.

**THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

**ARTICLE 8**  
**DEFINITIONS AND INTERPRETATION**

8.1 Wherever used in this Agreement, unless the context otherwise requires, the following words and terms will have the meanings shown:

- (a) “**Agreement**” means this Escrow Agreement and any amendments to it;
- (b) “**Company**” means Neurokine Pharmaceuticals Inc.;
- (c) “**Escrow Agent**” means W.L. Macdonald Law Corporation;
- (d) “**Escrow Documents**” means:
  - (i) the Escrow Shares as represented by three share certificates (each a “**Share Certificate**”) representing the Escrow Shares in equal amounts;
  - (ii) the three stock transfer powers of attorney (each a “**Stock Power**”) (as attached hereto as Schedule 1) duly executed and endorsed in blank for transfer, to authorize the transfer of the Shares from the Director to the Company upon evidence that the Director’s Agreement has been terminated pursuant to the terms therein from the Company; and
  - (iii) such other documents required by the transfer agent of the Company to effect the cancellation of the Shares;
- (e) “**Director’s Agreement**” means the definitive Director’s Agreement dated February , 2015 between the Director and the Company; and
- (f) “**Escrow Shares**” means 75,000,000 fully paid and non-assessable common shares in the capital stock of the Company to be registered in the name of the Director or its designees issued pursuant to the Director’s Agreement.

8.2 In this Agreement:

- (a) the headings have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement;
- (b) all references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires; and
- (c) when the context hereof makes it possible, the word “person” includes in its meaning any firm and any body corporate or politic.



**ARTICLE 9**  
**ESCROW**

9.1 The Company and the Director hereby appoint the Escrow Agent to act as escrow agent pursuant to the terms of this Agreement. The Escrow Agent hereby accepts the appointment.

9.2 The Company and the Director will, as soon as practicable following execution of this Agreement and the Director's Agreement (and any documents incorporated therein), deliver the Escrow Documents to the Escrow Agent and the Escrow Agent will hold the Escrow Documents in escrow subject to the terms and conditions of this Agreement.

9.3 The Director and the Company hereby irrevocably direct the Escrow Agent to retain the Escrow Documents and not to cause anything to be done to release the same from Escrow except in accordance with this Agreement.

**ARTICLE 10**  
**RELEASE FROM ESCROW**

10.1 The Escrow Agent will hold the Escrow Documents in escrow until they are released from escrow as follows:

- (a) Subject to below sub-section (b), the Escrow Agent shall release the Escrow Documents to the Director in accordance with the following schedule:
  - (i) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released six (6) months after the date of this Agreement;
  - (ii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twelve (12) months after the date of this Agreement; and
  - (iii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twenty-four (24) months after the date of this Agreement.

The Company or the Director shall be responsible to provide to the Escrow Agent written notice to release the applicable Escrow Documents upon occurrence of each of the above milestones.

- (b) Notwithstanding above subsection (a), if the Company delivers to the Escrow Agent, in a form satisfactory to the Escrow Agent:
  - (i) a statutory declaration made by a duly authorized officer of the Company declaring that the Director has resigned as a Director of the Company or has been duly dismissed as a director of the Company in accordance with the Director Agreement,

Then, upon receipt of such statutory declaration, the Escrow Agent shall deliver to the Company all Escrow Documents not due for release pursuant to above sub-section (a).

- (c) Notwithstanding anything to contrary herein, if during the term of this Agreement the Escrow Agent receives an order of a court of competent jurisdiction, the Escrow Agent will hold the Escrow Documents pending the final adjudication of the respective rights of the Director and the Company by a court of competent jurisdiction, and will release the Escrow Documents to whom the court of competent jurisdiction so declares; or if the Escrow Agent receives, prior to such final adjudication, joint written instructions from the Director and the Company respecting the Escrow Documents, the Escrow Agent will forward the Escrow Documents to whom the joint written instructions so

instruct.

**ARTICLE 11**  
**DEALING WITH ESCROWED SHARES.**

11.1 Restriction on Transfer. The Director will not encumber, sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever, any of the Shares held in escrow or beneficial ownership of or any interest in them. The Escrow Agent will not accept or acknowledge any transfer, assignment, declaration of trust or any other documents evidencing a change in legal or beneficial ownership of the Escrow Shares, or of any interest in the Escrow Shares, subject to the terms of this Agreement.

11.2 Pledge, Mortgage or Charge as Collateral for a Loan. The Director will not pledge, mortgage or charge the Shares to a financial institution as collateral for a loan.

11.3 Dividends and Distributions on Shares. The Director and the Company acknowledge and agrees that:

- (i) all dividends or distributions arising from or attaching to the Escrow Shares; and
- (ii) any share representing stock dividends or distributions in respect of the Escrow Shares or resulting from a split, revision or reclassification of the Escrow Shares, or received in exchange for the Escrow Shares as a result of an amalgamation or merger;

shall be pledged or deposited with the Escrow Agent hereunder and shall be paid or released only in accordance with the provisions of above Article 3.

4.4 Voting Rights. The Director and the Company acknowledge and agree that the Director shall have the sole exclusive right as registered holder of the Escrow Shares to exercise all voting rights attached to the Escrow Shares for and until such time as the Escrow Shares are returned to the Company pursuant to above section 3.1 (b) or 3.1 (c), as applicable.

**ARTICLE 12**  
**ESCROW AGENT**

12.1 Escrow Agent Not a Trustee. The Escrow Agent accepts the Escrow Documents and the duties and responsibilities under this Agreement solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

12.2 Notice in Satisfactory Form. The Escrow Agent will not be required to take notice of any default or to take any action with respect to such default involving any expense or liability, unless notice in writing of such default is formally given to a partner of the Escrow Agent and unless it is indemnified, in a manner satisfactory to it, against such expense or liability.

12.3 Validity of Documents. The Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instrument, or for the identity or authority or right of any person or party executing it.

12.4 Escrow Agent Not Liable. The Escrow Agent will not be liable for any error of judgment, or for any act done or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or omit from doing in connection herewith, except its own fraud or gross negligence. The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable.



12.5 Default of Agent. The Escrow Agent will not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel will have been selected with reasonable care.

12.6 Remuneration of Escrow Agent. Forthwith upon receipt of an invoice therefor, the Company agrees to pay the Escrow Agent's accounts for time, disbursements and applicable taxes relating to the performance by the Escrow Agent of its duties or rights hereunder or other work incidental to or contemplated pursuant to the terms of this Agreement. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand. Notwithstanding anything to the contrary herein, the Company and the Director shall be jointly and severally liable to the Escrow Agent for unpaid accounts (including interest thereon) incurred in respect of this Agreement and which are unpaid 45 days after request for such payment.

12.7 Duty of Care. The Escrow Agent will have no responsibility in respect of the loss of the Escrow Documents, except to exercise such care in the safekeeping thereof as it would exercise if the Escrow Documents were property of the Escrow Agent. The Escrow Agent will not be liable for any error of judgement, any act done or omitted by it in good faith, or for anything which it may, in good faith, do or refrain from doing in connection herewith or for any mistake of fact or law. The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under any regulatory authorities' policies or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party. The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

12.8 Dispute. In the event of any disagreement between any of the parties to this Agreement, or between them or either of them and any other person, resulting in demands or adverse claims being made in connection with or for any asset involved herein or affected hereby, the Escrow Agent will be entitled, at its discretion, to refuse to comply with any demands or claims on it, as long as such disagreement may continue and in so refusing the Escrow Agent may make no delivery or other disposition of any asset involved herein or affected hereby, and in so doing the Escrow Agent will not be or become liable in any way or to any person or party for its failure or refusal to comply with such conflicting demands or adverse claims, and it will be entitled to continue so to refrain from acting and so to refuse to act until the right of such person or party will have been finally adjudicated in a court assuming and having jurisdiction on the asset involved herein or affected hereby, or all differences shall have been adjusted by agreement and the Escrow Agent will have been notified thereof in writing signed by all persons and parties interested.

12.9 Escrow Agent Not Responsible After Release. The Escrow Agent will have no responsibility for Escrow Documents that it has released to the Director or returned to the Company pursuant to this Agreement.

12.10 Retention of Legal Counsel and Advisors. The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Director and to the Company as soon as practicable that it has retained legal counsel or other advisors. Each the Director and the Company will pay or reimburse (one half (1/2) to each) the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

12.11 Counsel for the Company. The parties acknowledge that the Escrow Agent is a law firm that is retained by the Company to provide legal services to the Company and the Escrow Agent may again be retained from time to time by the Company during the term of this Agreement and before any assignment of the Escrow Agent's rights and obligations hereunder to a substitute escrow agent. The Escrow Agent will be deemed not to be in conflict by virtue of its holding the Escrow Documents or the provision of services hereunder.

12.12 Indemnification of Escrow Agent. The Company and the Director hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, and its current and former partners, associates, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the Escrow Documents, the resignation or termination of the Escrow Agent and the termination of this Agreement.

### **ARTICLE 13 RESIGNATION OF ESCROW AGENT**

13.1 Notice of Resignation. If the Escrow Agent wishes to resign as escrow agent hereunder, the Escrow Agent will give notice to the Company and to the Director.

13.2 Resignation Date. The resignation of the Escrow Agent will be effective on the date (the "**Resignation Date**") that is 15 days after the date of receipt of the notice referred to in subsection 6.1 or on such other date as the parties hereto may agree upon.

13.3 New Escrow Agent. The Director and the Company shall, before the Resignation Date, appoint another law firm or licensed trust company located in Vancouver, British Columbia to act as escrow agent. The Escrow Agent will cease to be bound by this Agreement on the Resignation Date, whether or not the Company and the Director have appointed a successor escrow agent prior to the Resignation Date.

13.4 Failure to Appoint Successor Escrow Agent. If the Director and the Company have not appointed a successor escrow agent prior to the Resignation Date, the Escrow Agent may apply, at the expense of the Director and the Company (one half (1/2) to each) to a court of competent jurisdiction for the appointment of a successor escrow agent.

13.5 Successor Escrow Agent. On any new appointment under this section, the successor escrow agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor escrow agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor escrow agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as escrow agent.

**ARTICLE 14**  
**GENERAL**

14.1 Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the parties.

14.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors.

14.3 The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

14.4 The Company will, at the Director's request, provide all necessary documents to the Escrow Agent necessary to carry out the intent of this Agreement. If the Director or the Company is comprised of more than one person, then tender on any one of those persons will be sufficient.

14.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby in any other jurisdiction.

14.6 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

14.7 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail. Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the electronic communication was successfully transmitted, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

14.8 Time is of the essence of this Agreement.

14.9 It is understood and agreed by the parties to this Agreement that the only duties and obligations of the Escrow Agent are those specifically stated herein and no other.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed under seal and delivered this 19th day of March, 2015.

Per: /s/ Patrick C. Frankham  
Patrick C. Frankham

**NEUROKINE PHARMACEUTICALS  
INC.**

Per: /s/ BJ Bormann  
Authorized Signatory

**W.L. MACDONALD LAW  
CORPORATION**

Per: /s/ W.L. MACDONALD LAW  
CORPORATION  
Authorized Signatory



**SCHEDULE 1**

**POWER OF ATTORNEY TO CANCEL BONDS OR SHARES**

## CONSULTING AGREEMENT

THIS is dated for reference the 28<sup>th</sup> day of February, 2015.

BETWEEN:

**NEUROKINE PHARMACEUTICALS INC.**, a British Columbia corporation having an address at 1275 West 6<sup>th</sup> Avenue, Vancouver, British Columbia V6H 1A6

(the "**Company**")

AND:

**GIORA DAVIDAI** having an address at 21 Hampton Lane, New Canaan, CT 06840 USA

(the "**Contractor**")

A. The Company desires to retain the Contractor to provide services (the "**Services**") as a business consultant, in regards to the Company's ongoing corporate development; and

B. The Contractor has agreed to provide the Services to the Company on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties hereto agree as follows:

### **ARTICLE 1 APPOINTMENT AND AUTHORITY OF CONTRACTOR**

1.1 Appointment of Contractor. The Company hereby appoints the Contractor to perform the Services for the benefit of the Company as hereinafter set forth, and the Company hereby authorizes the Contractor to exercise such powers as provided under this Agreement. The Contractor accepts such appointment on the terms and conditions herein set forth.

1.2 Performance of Services. The Services hereunder have been and shall continue to be provided on the basis of the following terms and conditions:

- (a) the Contractor shall report directly to the Chief Executive Officer and/or President of the Company;
- (b) the Contractor shall faithfully, honestly and diligently serve the Company and cooperate with the Company and utilize maximum professional skill and care to ensure that all services rendered hereunder, including the Services, are to the satisfaction of the Company, acting reasonably, and the Contractor shall provide any other services not specifically mentioned herein, but which by reason of the Contractor's capability the Contractor knows or ought to know to be necessary to ensure that the best interests of the Company are maintained; and
- (c) the Company shall report the results of the Contractor's duties hereunder as may be requested by the Company from time to time.

1.3 Authority of Contractor. The Contractor shall have no right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Company.

1.4 Independent Contractor. In performing the Services, the Contractor shall be an independent contractor and not an employee or agent of the Company, except that the Contractor shall be the agent of the Company solely in circumstances where the Contractor must be the agent to carry out its obligations as set forth in this Agreement. Nothing in this Agreement shall be deemed to require the Contractor to provide the Services exclusively to the Company and the Contractor hereby acknowledges that the Company is not required and shall not be required to make any remittances and payments required of employers by statute on the Contractor's behalf and the Contractor or any of its agents shall not be entitled to the fringe benefits provided by the Company to its employees.

## **ARTICLE 2 CONTRACTOR'S AGREEMENTS**

2.1 Regulatory Compliance. The Contractor agrees to comply with all applicable securities legislation and regulatory policies in relation to providing the Services, including but not limited to securities laws of the United States (in particular Regulation FD) and Canada all laws, rules, regulations and policies of the Securities and Exchange Commission of the United States and the British Columbia Securities Commission.

2.2 Prohibition Against Insider Trading. The Contractor hereby acknowledges that the Contractor is aware, and further agrees that the Contractor will advise those of its directors, officers, employees and agents who may have access to Confidential Information, that securities laws of the United States and Canada prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

## **ARTICLE 3 COMPANY'S AGREEMENTS**

3.1 Compensation. The compensation for agreeing to enter into this agreement and providing the Services shall be 100,000,000 common shares in the capital stock of the Company (the "**Compensation Shares**"). 25,000,000 of the Compensation Shares shall be delivered to the Contractor upon issuance and the remaining 75,000,000 Compensation Shares (the "**Escrow Shares**") shall be deliverable in three (3) equal parts pursuant to the Escrow Agreement attached hereto as Exhibit "A" and incorporated into this Agreement. Both the Contractor and the Company agree that, in the event of Contractor's resignation or termination as a Contractor of the Company, the Company may cancel any undelivered Compensation shares in accordance with the Escrow Agreement as attached hereto as Exhibit "A". The issuance of the Compensation Shares shall be subject to the Contractor executing a subscription agreement in a form acceptable to the Company.

3.2 Information. Subject to the terms of this Agreement, including without limitation Article 5 hereof, and provided that the Contractor agrees that it will not disclose any material non-public information to any person or entity, the Company shall make available to the Contractor such information and data and shall permit the Contractor to have access to such documents as are reasonably necessary to enable it to perform the Services under this Agreement. The Company also agrees that it will act reasonably and promptly in reviewing materials submitted to it from time to time by the Contractor and inform the Contractor of any material inaccuracies or omissions in such materials.

3.3 Directorship. Upon the availability of the Contractor to serve as a director of the Company, the Company will make the necessary arrangements for Contractor's appointment as a director, in accordance with the *Business Corporations Act* (British Columbia) and the Articles of the Company.

#### **ARTICLE 4 DURATION, TERMINATION AND DEFAULT**

4.1 Effective Date. This Agreement shall become effective as of the date written above (the "**Effective Date**"), and shall continue for a period of one year, (the "**Term**"), renewable at the option of the parties or until earlier terminated pursuant to the terms of this Agreement.

4.2 Termination. Without prejudicing any other rights that the Company may have hereunder or at law or in equity, the Company may terminate this Agreement immediately upon delivery of written notice to the Contractor if:

- (a) the Contractor breaches section 2.1 of this Agreement;
- (b) the Contractor breaches any other material term of this Agreement and such breach is not cured to the reasonable satisfaction of the Company within thirty (30) days after written notice describing the breach in reasonable detail is delivered to the Contractor;
- (c) the Company acting reasonably determines that the Contractor has acted, is acting or is likely to act in a manner detrimental to the Company or has violated or is likely to violate the confidentiality of any information as provided for in this Agreement;
- (d) the Contractor is unable or unwilling to perform the Services under this Agreement in a timely fashion, or
- (e) the Contractor commits fraud, serious neglect or misconduct in the discharge of the Services.

4.3 Duties Upon Termination. Upon termination of this Agreement for any reason, the Contractor shall upon receipt of all sums due and owing, promptly deliver the following in accordance with the directions of the Company:

- (a) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination; and
- (b) all documents pertaining to the Company or this Agreement, including but not limited to, all books of account, correspondence and contracts, provided that the Contractor shall be entitled thereafter to inspect, examine and copy all of the documents which it delivers in accordance with this provision at all reasonable times upon three (3) days' notice to the Company.

4.4 Compensation of Contractor on Termination. Upon termination of this Agreement pursuant to section 4.2, the Contractor shall be entitled to receive as its full and sole compensation in discharge of obligations of the Company to the Contractor under this Agreement all sums due and payable under this Agreement to the date of termination and the Contractor shall have no right to receive any further payments; provided, however, that the Company shall have the right to offset against any payment owing to the Contractor under this Agreement any damages, liabilities, costs or expenses suffered by the Company by reason of the fraud, negligence or wilful act of the Contractor, to the extent such right has not been waived by the Company. If the Company elects to terminate this Agreement otherwise than pursuant to section 4.2, the Contractor shall be entitled to all sums due and payable to the Contractor until the expiration of the Term.

## ARTICLE 5 CONFIDENTIALITY AND NON-COMPETITION

5.1 Maintenance of Confidential Information. The Contractor acknowledges that in the course of its appointment hereunder the Contractor will, either directly or indirectly, have access to and be entrusted with information (whether oral, written or by inspection) relating to the business of the Company, or its respective affiliates, associates or customers (the "**Confidential Information**"). For the purposes of this Agreement, "Confidential Information" includes, without limitation, any and all Developments (as defined herein), trade secrets, inventions, innovations, techniques, processes, formulas, drawings, designs, products, systems, creations, improvements, documentation, data, specifications, technical reports, customer lists, supplier lists, distributor lists, distribution channels and methods, retailer lists, reseller lists, employee information, financial information, sales or marketing plans, competitive analysis reports and any other thing or information whatsoever, whether copyrightable or uncopyrightable or patentable or unpatentable. The Contractor acknowledges that the Confidential Information constitutes a proprietary right, which the Company is entitled to protect. Accordingly the Contractor covenants and agrees that during the Term and thereafter until such time as all the Confidential Information becomes publicly known and made generally available through no action or inaction of the Contractor, the Contractor will keep in strict confidence the Confidential Information and shall not, without prior written consent of the Company in each instance, disclose, use or otherwise disseminate the Confidential Information, directly or indirectly, to any third party.

5.2 Exceptions. The general prohibition contained in Section 5.1 against the unauthorized disclosure, use or dissemination of the Confidential Information shall not apply in respect of any Confidential Information that:

- (a) is available to the public generally in the form disclosed;
- (b) becomes part of the public domain through no fault of the Contractor;
- (c) is already in the lawful possession of the Contractor at the time of receipt of the Confidential Information; or
- (d) is compelled by applicable law to be disclosed, provided that the Contractor gives the Company prompt written notice of such requirement prior to such disclosure and provides assistance in obtaining an order protecting the Confidential Information from public disclosure.

5.3 Developments. Any information, data, work product or any other thing or documentation whatsoever which the Contractor, either by itself or in conjunction with any third party, conceives, makes, develops, acquires or acquires knowledge of during the Contractor's appointment with the Company or which the Contractor, either by itself or in conjunction with any third party, shall conceive, make, develop, acquire or acquire knowledge of (collectively the "**Developments**") during the Term or at any time thereafter during which the Contractor is engaged by the Company that is related to the business of the Company shall automatically form part of the Confidential Information and shall become and remain the sole and exclusive property of the Company. Accordingly, the Contractor does hereby irrevocably, exclusively and absolutely assign, transfer and convey to the Company in perpetuity all worldwide right, title and interest in and to any and all Developments and other rights of whatsoever nature and kind in or arising from or pertaining to all such Developments created or produced by the Contractor during the course of performing this Agreement, including, without limitation, the right to effect any registration in the world to protect the foregoing rights. The Company shall have the sole, absolute and unlimited right throughout the world, therefore, to protect the Developments by patent, copyright, industrial design, trademark or otherwise and to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Developments, in whole or in part, or combine the Developments with any other matter, or not use the Developments at all, as the Company sees fit.

5.4 Protection of Developments. The Contractor does hereby agree that, both before and after the termination of this Agreement, the Contractor shall perform such further acts and execute and deliver such further instruments, writings, documents and assurances (including, without limitation, specific assignments and other documentation which may be required anywhere in the world to register evidence of ownership of the rights assigned pursuant hereto) as the Company shall reasonably require in order to give full effect to the true intent and purpose of the assignment made under Section 5.3 hereof. If the Company is for any reason unable, after reasonable effort, to secure execution by the Contractor on documents needed to effect any registration or to apply for or prosecute any right or protection relating to the Developments, the Contractor hereby designates and appoints the Company and its duly authorized officers and agents as the Contractor's agent and attorney to act for and in the Contractor's behalf and stead to execute and file any such document and do all other lawfully permitted acts necessary or advisable in the opinion of the Company to effect such registration or to apply for or prosecute such right or protection, with the same legal force and effect as if executed by the Contractor.

5.5 Remedies. The parties to this Agreement recognize that any violation or threatened violation by the Contractor of any of the provisions contained in this Article 5 will result in immediate and irreparable damage to the Company and that the Company could not adequately be compensated for such damage by monetary award alone. Accordingly, the Contractor agrees that in the event of any such violation or threatened violation, the Company shall, in addition to any other remedies available to the Company at law or in equity, be entitled as a matter of right to apply to such relief by way of restraining order, temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

5.6 Reasonable Restrictions. The Contractor agrees that all restrictions in this Article 5 are reasonable and valid, and all defenses to the strict enforcement thereof by the Company are hereby waived by the Contractor.

**ARTICLE 6  
DEVOTION TO CONTRACT**

6.1 Devotion to Contract. During the term of this Agreement, the Contractor shall devote sufficient time, attention, and ability to the business of the Company, and to any associated company, as is reasonably necessary for the proper performance of the Services pursuant to this Agreement. Nothing contained herein shall be deemed to require the Contractor to devote its exclusive time, attention and ability to the business of the Company. During the term of this Agreement, the Contractor shall, and shall cause each of its agents assigned to performance of the Services on behalf of the Contractor, to:

- (a) at all times perform the Services faithfully, diligently, to the best of its abilities and in the best interests of the Company;
- (b) devote such of its time, labour and attention to the business of the Company as is necessary for the proper performance of the Services hereunder; and
- (c) refrain from acting in any manner contrary to the best interests of the Company or contrary to the duties of the Contractor as contemplated herein.

6.2 Other Activities. The Contractor shall not be precluded from acting in a function similar to that contemplated under this Agreement for any other person, firm or company.

**ARTICLE 7  
MISCELLANEOUS**

7.1 Notices. All notices required or allowed to be given under this Agreement shall be made either personally by delivery to or by facsimile transmission to the address as hereinafter set forth or to such other address as may be designated from time to time by such party in writing:

- (a) in the case of the Company, to:

**Neurokine Pharmaceuticals Inc.**  
1275 West 6th Avenue  
Vancouver BC V6H 1A6

Attention: President

- (b) and in the case of the Contractor to:

**Giora Davidai**  
21 Hampton Lane  
New Canaan, CT 06840 USA

7.2 Independent Legal Advice. The Contractor acknowledges that:

- (a) this Agreement was prepared for and by the Company;
- (b) the Contractor has been requested to obtain its own independent legal advice on this Agreement prior to signing this Agreement;
- (c) the Contractor has been given adequate time to obtain independent legal advice;
- (d) by signing this Agreement, the Company confirms that he fully understands this Agreement; and
- (e) by signing this Agreement without first obtaining independent legal advice, the





7.3 Change of Address. Any party may, from time to time, change its address for service hereunder by written notice to the other party in the manner aforesaid.

7.4 Entire Agreement. As of from the date hereof, any and all previous agreements, written or oral between the parties hereto or on their behalf relating to the appointment of the Contractor by the Company are null and void. The parties hereto agree that they have expressed herein their entire understanding and agreement concerning the subject matter of this Agreement and it is expressly agreed that no implied covenant, condition, term or reservation or prior representation or warranty shall be read into this Agreement relating to or concerning the subject matter hereof or any matter or operation provided for herein.

7.5 Further Assurances. Each party hereto will promptly and duly execute and deliver to the other party such further documents and assurances and take such further action as such other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

7.6 Waiver. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach is made in writing and signed by the party to be charged with such waiver or consent. A waiver by a party of any provision of this Agreement shall not be construed as a waiver of a further breach of the same provision.

7.7 Amendments in Writing. No amendment, modification or rescission of this Agreement shall be effective unless set forth in writing and signed by the parties hereto.

7.8 Assignment. Except as herein expressly provided, the respective rights and obligations of the Contractor and the Company under this Agreement shall not be assignable by either party without the written consent of the other party and shall, subject to the foregoing, enure to the benefit of and be binding upon the Contractor and the Company and their permitted successors or assigns. Nothing herein expressed or implied is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.9 Severability. In the event that any provision contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, such provision shall be deemed not to affect or impair the validity or enforceability of any other provision of this Agreement, which shall continue to have full force and effect.

7.10 Headings. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.11 Number and Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.

7.12 Time. Time shall be of the essence of this Agreement. In the event that any day on or before which any action is required to be taken hereunder is not a business day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a business day. For the purposes of this Agreement, "business day" means a day which is not Saturday or Sunday or a statutory holiday in British Columbia, Canada.

7.13 Enurement. This Agreement is intended to bind and enure to the benefit of the Company, its successors and assigns, and the Contractor and the personal legal representatives of the Contractor.

7.14 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

7.15 Electronic Means. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the effective date of this Agreement.

7.16 Proper Law. This Agreement will be governed by and construed in accordance with the law of British Columbia. The parties hereby attorn to the jurisdiction of the Courts in the Province of British Columbia.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**NEUROKINE PHARMACEUTICALS  
INC.**

Per: /s/ BJ Bormann

Authorized Signatory

/s/ Giora Davidai

Giora Davidai

**EXHIBIT "A"**

**ESCROW AGREEMENT**

**THIS** made as of 28th day of February, 2015

**AMONG:**

**Giora Davidai**, having an address at 21 Hampton Lane, New Canaan, CT 06840 USA.

(the "**Consultant**")

OF THE FIRST PART

**AND:**

**NEUROKINE PHARMACEUTICALS INC.**, a corporation of the province of British Columbia with offices at 1275 West 6th Avenue, Vancouver, British Columbia, Canada V6H 1A6.

(the "**Company**")

OF THE SECOND PART

**AND:**

**W.L. MACDONALD LAW CORPORATION**

(the "**Escrow Agent**")

OF THE THIRD PART

**WITNESSES THAT WHEREAS:**

C. pursuant to the Consulting Agreement (the "**Consulting Agreement**") dated February 28, 2015 entered into between the Consultant and the Company, the Consultant has agreed to acquire, and the Company has agreed to issue to the Consultant, 100,000,000 common shares (the "**Compensation Shares**") in the capital stock of the Company;

D. the parties have agreed to place 75,000,000 of the Compensation Shares into escrow, to be release in accordance with the terms of this Agreement;

E. the Consultant and the Company desire to appoint the Escrow Agent, and the Escrow Agent has agreed to act as escrow agent to hold the Escrow Shares in accordance with the terms hereof.

**THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

## **ARTICLE 8 DEFINITIONS AND INTERPRETATION**

8.1 Wherever used in this Agreement, unless the context otherwise requires, the following words and terms will have the meanings shown:

- (a) “**Agreement**” means this Escrow Agreement and any amendments to it;
- (b) “**Company**” means Neurokine Pharmaceuticals Inc.;
- (c) “**Escrow Agent**” means W.L. Macdonald Law Corporation;
- (d) “**Escrow Documents**” means:
  - (i) the Escrow Shares as represented by three share certificates (each a “**Share Certificate**”) representing the Escrow Shares in equal amounts;
  - (ii) the three stock transfer powers of attorney (each a “**Stock Power**”) (as attached hereto as Schedule 1) duly executed and endorsed in blank for transfer, to authorize the transfer of the Shares from the Consultant to the Company upon evidence that the Consulting Agreement has been terminated pursuant to the terms therein from the Company; and
  - (iii) such other documents required by the transfer agent of the Company to effect the cancellation of the Shares;
- (e) “**Consulting Agreement**” means the definitive Consulting Agreement dated February 28, 2015 between the Consultant and the Company; and
- (f) “**Escrow Shares**” means 75,000,000 fully paid and non-assessable common shares in the capital stock of the Company to be registered in the name of the Consultant or its designees issued pursuant to the Consulting Agreement.

8.2 In this Agreement:

- (a) the headings have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement;
- (b) all references to any party, whether a party to this Agreement or not, will be read with such changes in number and gender as the context or reference requires; and
- (c) when the context hereof makes it possible, the word “person” includes in its meaning any firm and any body corporate or politic.

## **ARTICLE 9 ESCROW**

9.1 The Company and the Consultant hereby appoint the Escrow Agent to act as escrow agent pursuant to the terms of this Agreement. The Escrow Agent hereby accepts the appointment.



9.2 The Company and the Consultant will, as soon as practicable following execution of this Agreement and the Consulting Agreement (and any documents incorporated therein), deliver the Escrow Documents to the Escrow Agent and the Escrow Agent will hold the Escrow Documents in escrow subject to the terms and conditions of this Agreement.

9.3 The Consultant and the Company hereby irrevocably direct the Escrow Agent to retain the Escrow Documents and not to cause anything to be done to release the same from Escrow except in accordance with this Agreement.

## **ARTICLE 10 RELEASE FROM ESCROW**

10.1 The Escrow Agent will hold the Escrow Documents in escrow until they are released from escrow as follows:

- (a) Subject to below sub-section (b), the Escrow Agent shall release the Escrow Documents to the Consultant in accordance with the following schedule:
  - (i) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released six (6) months after the date of this Agreement;
  - (ii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twelve (12) months after the date of this Agreement; and
  - (iii) 1/3 of the Escrow Documents (being 1 Share Certificate and 1 Stock Power) shall be released twenty-four (24) months after the date of this Agreement.

The Company or the Consultant shall be responsible to provide to the Escrow Agent written notice to release the applicable Escrow Documents upon occurrence of each of the above milestones.

- (b) Notwithstanding above subsection (a), if the Company delivers to the Escrow Agent, in a form satisfactory to the Escrow Agent:
  - (i) a statutory declaration made by a duly authorized officer of the Company declaring that the Consultant has resigned as a Consultant of the Company or has been duly dismissed as a consultant of the Company in accordance with the Consultant Agreement,

Then, upon receipt of such statutory declaration, the Escrow Agent shall deliver to the Company all Escrow Documents not due for release pursuant to above sub-section (a).

- (c) Notwithstanding anything to contrary herein, if during the term of this Agreement the Escrow Agent receives an order of a court of competent jurisdiction, the Escrow Agent will hold the Escrow Documents pending the final adjudication of the respective rights of the Consultant and the Company by a court of competent jurisdiction, and will release the Escrow Documents to whom the court of competent jurisdiction so declares; or if the Escrow Agent receives, prior to such final adjudication, joint written instructions from the Consultant and the Company respecting the Escrow Documents, the Escrow Agent will forward the Escrow Documents to whom the joint written instructions so instruct.

**ARTICLE 11**  
**DEALING WITH ESCROWED SHARES.**

11.1 Restriction on Transfer. The Consultant will not encumber, sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever, any of the Shares held in escrow or beneficial ownership of or any interest in them. The Escrow Agent will not accept or acknowledge any transfer, assignment, declaration of trust or any other documents evidencing a change in legal or beneficial ownership of the Escrow Shares, or of any interest in the Escrow Shares, subject to the terms of this Agreement.

11.2 Pledge, Mortgage or Charge as Collateral for a Loan. The Consultant will not pledge, mortgage or charge the Shares to a financial institution as collateral for a loan.

11.3 Dividends and Distributions on Shares. The Consultant and the Company acknowledge and agrees that:

- (i) all dividends or distributions arising from or attaching to the Escrow Shares;  
and
- (ii) any share representing stock dividends or distributions in respect of the Escrow Shares or resulting from a split, revision or reclassification of the Escrow Shares, or received in exchange for the Escrow Shares as a result of an amalgamation or merger;

shall be pledged or deposited with the Escrow Agent hereunder and shall be paid or released only in accordance with the provisions of above Article 3.

4.4 Voting Rights. The Consultant and the Company acknowledge and agree that the Consultant shall have the sole exclusive right as registered holder of the Escrow Shares to exercise all voting rights attached to the Escrow Shares for and until such time as the Escrow Shares are returned to the Company pursuant to above section 3.1 (b) or 3.1 (c), as applicable.

**ARTICLE 12**  
**ESCROW AGENT**

12.1 Escrow Agent Not a Trustee. The Escrow Agent accepts the Escrow Documents and the duties and responsibilities under this Agreement solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

12.2 Notice in Satisfactory Form. The Escrow Agent will not be required to take notice of any default or to take any action with respect to such default involving any expense or liability, unless notice in writing of such default is formally given to a partner of the Escrow Agent and unless it is indemnified, in a manner satisfactory to it, against such expense or liability.

12.3 Validity of Documents. The Escrow Agent acts hereunder as a depositary only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instrument, or for the identity or authority or right of any person or party executing it.

12.4 Escrow Agent Not Liable. The Escrow Agent will not be liable for any error of judgment, or for any act done or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or omit from doing in connection herewith, except its own fraud or gross negligence. The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits,

whether foreseeable or unforeseeable.



12.5 Default of Agent. The Escrow Agent will not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel will have been selected with reasonable care.

12.6 Remuneration of Escrow Agent. Forthwith upon receipt of an invoice therefor, the Company agrees to pay the Escrow Agent's accounts for time, disbursements and applicable taxes relating to the performance by the Escrow Agent of its duties or rights hereunder or other work incidental to or contemplated pursuant to the terms of this Agreement. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand. Notwithstanding anything to the contrary herein, the Company and the Consultant shall be jointly and severally liable to the Escrow Agent for unpaid accounts (including interest thereon) incurred in respect of this Agreement and which are unpaid 45 days after request for such payment.

12.7 Duty of Care. The Escrow Agent will have no responsibility in respect of the loss of the Escrow Documents, except to exercise such care in the safekeeping thereof as it would exercise if the Escrow Documents were property of the Escrow Agent. The Escrow Agent will not be liable for any error of judgement, any act done or omitted by it in good faith, or for anything which it may, in good faith, do or refrain from doing in connection herewith or for any mistake of fact or law. The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under any regulatory authorities' policies or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party. The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

12.8 Dispute. In the event of any disagreement between any of the parties to this Agreement, or between them or either of them and any other person, resulting in demands or adverse claims being made in connection with or for any asset involved herein or affected hereby, the Escrow Agent will be entitled, at its discretion, to refuse to comply with any demands or claims on it, as long as such disagreement may continue and in so refusing the Escrow Agent may make no delivery or other disposition of any asset involved herein or affected hereby, and in so doing the Escrow Agent will not be or become liable in any way or to any person or party for its failure or refusal to comply with such conflicting demands or adverse claims, and it will be entitled to continue so to refrain from acting and so to refuse to act until the right of such person or party will have been finally adjudicated in a court assuming and having jurisdiction on the asset involved herein or affected hereby, or all differences shall have been adjusted by agreement and the Escrow Agent will have been notified thereof in writing signed by all persons and parties interested.

12.9 Escrow Agent Not Responsible After Release. The Escrow Agent will have no responsibility for Escrow Documents that it has released to the Consultant or returned to the Company pursuant to this Agreement.

12.10 Retention of Legal Counsel and Advisors. The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Consultant and to the Company as soon as practicable that it has retained legal counsel or other advisors. Each the Consultant and the Company will pay or reimburse (one half (1/2) to each) the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

12.11 Counsel for the Company. The parties acknowledge that the Escrow Agent is a law firm that is retained by the Company to provide legal services to the Company and the Escrow Agent may again be retained from time to time by the Company during the term of this Agreement and before any assignment of the Escrow Agent's rights and obligations hereunder to a substitute escrow agent. The Escrow Agent will be deemed not to be in conflict by virtue of its holding the Escrow Documents or the provision of services hereunder.

12.12 Indemnification of Escrow Agent. The Company and the Consultant hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, and its current and former partners, associates, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, willful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the Escrow Documents, the resignation or termination of the Escrow Agent and the termination of this Agreement.

### **ARTICLE 13 RESIGNATION OF ESCROW AGENT**

13.1 Notice of Resignation. If the Escrow Agent wishes to resign as escrow agent hereunder, the Escrow Agent will give notice to the Company and to the Consultant.

13.2 Resignation Date. The resignation of the Escrow Agent will be effective on the date (the "**Resignation Date**") that is 15 days after the date of receipt of the notice referred to in subsection 6.1 or on such other date as the parties hereto may agree upon.

13.3 New Escrow Agent. The Consultant and the Company shall, before the Resignation Date, appoint another law firm or licensed trust company located in British Columbia to act as escrow agent. The Escrow Agent will cease to be bound by this Agreement on the Resignation Date, whether or not the Company and the Consultant have appointed a successor escrow agent prior to the Resignation Date.

13.4 Failure to Appoint Successor Escrow Agent. If the Consultant and the Company have not appointed a successor escrow agent prior to the Resignation Date, the Escrow Agent may apply, at the expense of the Consultant and the Company (one half (1/2) to each) to a court of competent jurisdiction for the appointment of a successor escrow agent.

13.5 Successor Escrow Agent. On any new appointment under this section, the successor escrow agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor escrow agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor escrow agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as escrow agent.

**ARTICLE 14**  
**GENERAL**

14.1 Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the parties.

14.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors.

14.3 The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

14.4 The Company will, at the Consultant's request, provide all necessary documents to the Escrow Agent necessary to carry out the intent of this Agreement. If the Consultant or the Company is comprised of more than one person, then tender on any one of those persons will be sufficient.

14.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby in any other jurisdiction.

14.6 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

14.7 Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail. Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the electronic communication was successfully transmitted, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

14.8 Time is of the essence of this Agreement.

14.9 It is understood and agreed by the parties to this Agreement that the only duties and obligations of the Escrow Agent are those specifically stated herein and no other.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed under seal and delivered this 19<sup>th</sup> day of March, 2015.

Per: */s/ Giora Davidai*

\_\_\_\_\_  
Giora Davidai

**NEUROKINE PHARMACEUTICALS  
INC.**

Per: */s/ BJ Bormann*

\_\_\_\_\_  
Authorized Signatory

**W.L. MACDONALD LAW  
CORPORATION**

Per: */s/ W.L. MACDONALD LAW*

*CORPORATION*  
\_\_\_\_\_

Authorized Signatory

**SCHEDULE 1**

**POWER OF ATTORNEY TO CANCEL BONDS OR SHARES**