

## CONSULTING AGREEMENT

This Consulting Agreement between Mydecine Innovations Group, Inc. (“Company”) and Pioneer Garage LTD. a British Columbia corporation (“Consultant”) is entered on November 24, 2021.

Whereas, Company is engaged in the business of biopharmaceutical research in Canada, the United States and other places and

Whereas, consultant is experienced and skilled in the areas of business operations and business development, and

Whereas, Company wishes to engage Consultant to assist in furthering and advancing its business operations and business development skills and outreach

Now therefore, in exchange of the mutual promises herein set for the Company and Consultant hereby agree as follows:

1. The Recitals above set forth above re incorporated herein as though fully set forth.
2. Company engages consultant to advise Company in certain areas of its business operations and assist in advancing Company’s business development (the “Services”) commencing on the date hereof and continuing for one (1) year. No amendment, extension or renewal of this Agreement shall be accepted or enforceable except upon the written agreement of both Company and Consultant.
3. Unless this Agreement is rescinded by Company as permitted in Paragraph 4, below, Company shall pay to Consultant in exchange for Consultant’s performance of the Services the total amount of one million five hundred thousand (CAD\$1,500,000) Canadian Dollars (the “Consulting Fee”) one time in advance of the services being rendered, on or before the 5:00 PM Pacific Standard Time on Monday November 29, 2021 (the “Payment Date”).
4. Should Company find that it is unable to raise sufficient funds to pay the Consulting Fee on the Payment Date, then this Agreement may be rescinded in its entirety by Company on or before Monday November 29, 2021, and thereby declared null and void and of no further force or effect on either Company or Consultant
5. Consultant is an independent contractor in relation to the Company. This Agreement does not establish an employment, partnership, joint venture, or agency relationship, between Company and Consultant.
  - (a) Consultant shall not represent or hold itself out to anyone as being an employee of the Company.
  - (b) Consultant is solely and exclusively responsible for all federal, state and/or local taxes

and withholdings with respect to any compensation Consultant earns as a result of this Agreement or pays to Executive. Consultant is solely responsible for all other statutory or contractual obligations of any sort to Executive, including but not limited to, obtaining or providing workers' compensation insurance, health insurance, and unemployment insurance.

(c) Consultant shall defend and indemnify the Company, including for accounting fees, costs, and reasonable attorneys' fees, in the event that, on the basis of a purported employment relationship between the Company and Executive or any agent of Consultant: (i) brings, or threatens to bring, any claim against the Company either in court or any administrative agency; or (ii) any taxing authority in any jurisdiction asserts that the Company owes income taxes related to or arising out of payment made to Consultant under this Agreement, or should have withheld income or other taxes from payments to Consultant.

(d) Consultant its principals, members, managers, officers, directors, employees, and agents shall have no claim against the Company for employee benefits, including vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of any kind.

(e) Consultant understands it is not a named insured on any Company insurance policy.

(f) Consultant shall be responsible for supplying and using its own office space, business equipment, telephone, copier, and other materials necessary to conduct Consultant's business and to perform the Services contemplated by this Agreement.

(g) Consultant shall not be reimbursed for its business-related expenses by the Company.

6. This Agreement shall be governed by the laws of the State of Colorado, USA with the exception of its principles of conflicts of laws. Any proceeding under this Agreement may be brought in the federal or state courts located in Denver, Colorado. The Parties irrevocably consent to the non-exclusive personal jurisdiction of such courts and waive any objection to venue sited therein.

(a) In any proceeding under this Agreement, the substantially prevailing party shall, in addition to appropriate relief, be entitled to recover from the other party reasonable attorney's fee, plus expenses and costs incurred in enforcement.

(b) The Parties agree that the provisions of this Agreement were mutually negotiated and shall be interpreted and construed in accordance with their familiar meanings and not strictly for or against either party, regardless of which party may have drafted this Agreement or any specific provision.

7. This Agreement contains the entire agreement of the Parties with respect to the subject matter

of this Agreement. No prior or contemporary agreements, contracts, understandings, representations, or warranties shall be given any effect. No provision of this Agreement, including the provisions of this paragraph, may be modified, deleted or amended in any manner except by an agreement in writing executed by the Parties, which writing refers to this Agreement by title and date.

Wherefore, the Parties have entered this Agreement on the day and year first above written.

Mydecine Innovations Group, Inc.

Pioneer Garage LTD



By: \_\_\_\_\_  
David Joshua Bartch

By: \_\_\_\_\_  
Ray Van Empel

Title: CEO

Title: Principal