RESTRICTED DRUG SUPPLY AGREEMENT

THIS AGREEMENT is made and is effective as of the 9th day of October, 2020.

BETWEEN:

PSYGEN LABS INC.

("**Psygen**")

- and -

ENTHEON BIOMEDICAL CORP.

("**Purchaser**")

WHEREAS:

A. Psygen holds Psygen Intellectual Property Rights (as defined herein) related to synthesis of Drug Substances (as defined herein);

B. Psygen is in the business of supplying the Goods (as defined herein), and brokering the sale of Goods, as permitted by Regulatory Approvals (as defined herein) held by Psygen or by a Third Party LD (as defined herein) in accordance with a license to the Psygen Intellectual Property Rights;

C. Purchaser is in the business of carrying out research involving the Drug Substances, including DMT, and the Drug Products, including as used in the Study (as defined herein) during the Research Stage (as defined herein) as permitted by Purchaser's Regulatory Approvals;

D. Psygen wishes to supply the Goods to Purchaser directly or by brokerage through Third Party LD;

E. Purchaser wishes to purchase the Goods, from Psygen, or from Third Party LD with assistance from Psygen, to manufacture the Drug Products for use in the Study during the Research Phase (as defined herein) and for commercial sale during the DIN Phase (as defined herein);

F. Psygen wishes to be considered as a supplier of the Goods, other drug substances, other restricted drugs and other controlled substances, for future studies, research and other commercial activity involving or undertaken by Purchaser; and

G. Purchaser and Psygen wish to enter into this Agreement to set out the terms of supply of the Goods, to Purchaser by Psygen.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

1.
INTERPRETATION AND SCHEDULES

1.1. Schedules

1.1.1. The following schedules attached to this Agreement form an integral part of this Agreement. In the event of any conflict or inconsistency between the provisions of the main body of this Agreement and the Standard Terms and Conditions of Schedule F, the provisions of the main body of this Agreement shall prevail and shall govern to the extent necessary to remedy such conflict or inconsistency.

Schedule A – Goods Available for Supply

Schedule B – Form of Purchase Order

Schedule C – Requirements for Psygen Certificate and for Purchaser Certificate

Schedule D – Break Fee Details

Schedule E – Standard Terms and Conditions

1.2. Definitions

In this Agreement, certain words and terms are defined in Schedule E and shall have the meanings indicated in Schedule E.

2.
SUPPLY OF GOODS

2.1. Supply of Goods

2.1.1. Psygen shall make the Goods listed in Schedule A available for supply. The Parties may add additional Goods to Schedule A, or remove Goods from Schedule A, by mutual agreement in writing.

2.1.2. Psygen shall supply the Goods to Purchaser and Purchaser shall source the Goods from Psygen directly or from Third Party LD brokered by Psygen. Supply of the Goods shall be through Purchase Orders provided to Psygen by Purchaser from time to time during the Term.

2.1.3. Psygen may, in Psygen's discretion, supply Goods other than DMT to Purchaser at Purchaser's request. Any such supply shall be substantially on the terms of this Agreement other than Section 2.8, with exclusivity or minimum sales share of Psygen being agreed to between Psygen and Purchaser for each additional Drug Substance.

2.2. Restrictions on Use of Goods

2.2.1. During the Research Phase, Purchaser may only use the Goods for the purposes of completing the Study, or for other pre-clinical or clinical research undertaken by Purchaser (the "**Purpose**").

2.2.2. During the DIN Phase, Purchaser may only use the Goods for the manufacture of Drug Products for commercial sale, or for use in other pre-clinical or clinical research undertaken by Purchaser.

2.2.3. Purchaser may not sell, transport, send or deliver the Goods to a third party or allow any third party, other than a contractor working at Purchaser's site to use or otherwise interact with the Goods without the express written consent of Psygen.

2.2.4. Without limiting the generality of the foregoing Section 2.2.1, Section 2.2.2 or Section 2.2.3, Purchaser may not sell or otherwise transfer the Goods to third parties without Psygen's prior written approval.

2.2.5. Purchaser may apply the Goods to uses other than the Purpose, such as supplying a special access program, with the express written permission of Psygen. Any such written permission of Psygen shall only be provided subject to an express disclaimer of any liability resulting from use outside of the Purpose, and an express restatement of the warranty in Section 9.1 and subject to the disclaimer of warranty in Section 9.2.

2.3. Orders of Goods

2.3.1. From time to time, Purchaser may provide to Psygen a purchase order in the form set out in Schedule B (a "**Purchase Order**"). Within five (5) Business Days, Psygen shall accept or reject the Purchase Order.

2.3.2. Upon acceptance of a Purchase Order, Psygen shall issue a confirmation (a "**Confirmation**") to Purchaser. If the Purchase Order includes an import permit, or does not require an import permit, then the Confirmation shall include an estimated Delivery Date of the shipment to a port of entry in Purchaser's jurisdiction.

2.3.3. Unless otherwise specified in a Purchase Order or in the Confirmation, the estimated Delivery Date shall not be longer than fifteen (15) Business Days following (a) availability of the Goods for shipment to a Purchaser site within Canada or (b) the expected date of an export permit issuing to Psygen or to Third Party LD (if applicable). The Parties acknowledge that the timeline for issue of an export permit relies on Psygen receiving a prior corresponding import permit from Purchaser. The Parties acknowledge that the timeline for issue of an export permit even after receiving an import permit, cannot be predicted with certainty and that the estimated Delivery Date is not binding on Psygen.

2.3.4. A Confirmation may be provided to Purchaser by countersignature of the Purchase Order by Psygen. Where a Purchase Order is denied, Psygen may present an amended Purchase Order to Purchaser, which amended Purchase Order shall be accepted or denied by Purchaser within five (5) Business Days. Any Purchase Order, including any amended Purchase Order that is not accepted or rejected by Purchaser within five (5) Business Days, shall be deemed to have been rejected.

2.4. Price

2.4.1. Psygen shall supply the Goods to Purchaser for an amount per gram of Drug Substance, as defined in Schedule D (the "**Purchase Price**"), during the current portion of the Study, which is a phase I clinical trial. Within ninety (90) days of delivery of the Initial Shipment, the Parties shall negotiate the Break Fee in good faith for the phase II clinical trial. In the event that the Parties cannot agree on a Break Fee, the matter shall resolved as a Dispute pursuant to Section 18.12

2.4.2. Within ninety (90) days of delivery of the first shipment of the Drug Substance for a phase II clinical trial, the Parties shall negotiate the Purchase Price and the Break Fee for the phase III or phase IV clinical trial portion of the Study. The Purchase Price and Break Fee shall be adjusted based on reasonable good-faith negotiation by the Parties. In the event that the Parties cannot agree on a Purchase Price or Break Fee, the matter shall resolved as a Dispute pursuant to Section 18.12.

2.4.3. Within ninety (90) days of delivery of the first shipment of the Drug Substance for a phase III clinical trial, the Parties shall negotiate the Purchase Price and the Break Fee for the DIN Phase. The Purchase Price shall be adjusted to an amount consistent with a market cost for the Goods in the Territory based on reasonable good-faith negotiation by the Parties. In the event that the Parties cannot agree on a Purchase Price or Break Fee, the matter shall resolved as a Dispute pursuant to Section 18.12.

2.4.4. For any supply that includes brokerage by Psygen from Third Party LD, any brokerage fees payable to Psygen shall be included in the Purchase Price.

2.4.5. In the event that Purchaser becomes aware of a good faith offer to supply DMT, or another Drug Substance, in respect of which Psygen has exclusivity or a minimum sales share from Purchaser in accordance with Section 2.8, Purchaser may provide written notice of the offer and may (if permitted by confidentiality obligations binding on Purchaser) provide details, including a copy (which may be redacted in accordance with confidentiality obligations binding on Purchaser) of any applicable agreement, to Psygen (the "**Third Party Offer Materials**"). The Purchase Price shall be adjusted based on reasonable good-faith negotiation by the Parties, taking into the account the Third Party Offer Materials. If the Parties are unable to agree on an adjusted Purchase Price, the matter shall resolved as a Dispute pursuant to Section 18.12. Except as provided in the previous sentence, any refusal by Psygen to reduce the Purchase Price shall not constitute a breach of this Agreement, shall not give rise to any right of Termination by Purchaser, and shall not be the basis for a complaint, claim, court action, suit, demand letter or other enforcement process (a "**Claim**").

2.5. Payment

2.5.1. All payments made under this Agreement shall be made by way of wire transfer or other electronic funds transfer in immediately available funds in accordance with the account information provided by Psygen.

2.5.2. Purchaser shall pay to Psygen a deposit (the "**Deposit**") of fifty percent (50%) of the Purchase Price within five (5) Business Days of receipt of a Confirmation, or at least one (1) Business Day prior to the Delivery Date, whichever is sooner. Purchaser shall pay the remaining fifty percent (50%) of the Purchase Price within thirty (30) days of the Delivery Date. Psygen shall have no obligation to deliver, or arrange for delivery of, any Goods until the Deposit has been received.

2.5.3. In the event that Goods are required to be destroyed by Purchaser, or returned to Psygen or to Third Party LD in accordance with Section 9.3, Purchaser shall not be required to pay the balance of the Purchase Price for the Goods that are actually returned to Psygen or destroyed by Purchaser. In addition, within ten (10) Business Days from the date on which the Dispute Tests results were known by Psygen and Purchaser to be consistent with the results of the Purchaser Tests, Psygen shall return the relevant portion of the Deposit, and any other portion of the Purchase Price already paid by Purchaser, for the Goods that are actually returned to Psygen or destroyed by Purchaser.

2.5.4. Psygen shall retain the Deposit, and Purchaser shall complete payment of the Purchase Price, for any Goods that are not returned or destroyed.

2.6. Overdue Accounts

2.6.1. If Purchaser fails to pay any balance owing under the Purchase Price, including the Deposit, in accordance with Section 2.5, the amount unpaid will constitute a breach in accordance with Section 15.2.1 of this Agreement and shall bear interest at an annual rate of interest equal to two percent (2%) per annum greater than the Prime Rate from the due date until the date of payment, whether or not Psygen has given Purchaser notice of non-payment.

2.7. Initial Shipment

2.7.1. A first shipment of at least FIFTY grams (50 g) of DMT manufactured to GMP standards and five grams (5 g) of DMT that is not manufactured to GMP standards (the "**Initial Shipment**") shall be delivered to Purchaser in accordance with the timeline set out below at Section 3.1.6 and the Purchase Order in Schedule D. Within ten (10) Business Days of the execution of this Agreement, Purchaser shall pay the Deposit for the Initial Shipment.

2.8. Exclusivity

2.8.1. This Agreement shall neither create nor be deemed to create an exclusive relationship between the Parties other than as expressly indicated in this Agreement.

2.8.2. Without limiting the generality of Section 2.8.1, Psygen shall have the right to supply the Goods to any Person other than Purchaser.

2.8.3. Purchaser shall source the Goods exclusively from Psygen during the Research Phase.

2.8.4. Purchaser shall source from Psygen at least seventy-five percent (75%) of the Goods required for the global market of the Drug Products during the DIN Phase.

2.8.5. For clarity, the obligation during the DIN Phase of Section 2.8.4 applies to the total of any Drug Substance required for global manufacture of the Drug Products by or for Purchaser.

2.8.6. To the extent any provisions in Section 2.8.3 or Section 2.8.4 are inconsistent with Applicable Law requiring redundancy in suppliers, the obligations of Section 2.8.3 and Section 2.8.4 shall be mitigated to the extent required by Applicable Law. Either of the Parties shall notify the other in writing upon becoming aware of the inconsistency and the Parties shall amend this Section 2.8.

2.9. Future Opportunities

2.9.1. Psygen shall be considered as a candidate in any future request for supply or other competitive process, or other processes for selecting contractors, that are put forward by Purchaser or any controlled Affiliate of Purchaser, and that relate to the Goods, other restricted drugs, other controlled substances or other substances, whether Drug Substances or Drug Products. If no competitive process is engaged for locating an alternative manufacturer of controlled substances or other substances, and Psygen has demonstrated its ability to perform the contemplated services in a manner reasonably acceptable to Purchaser, then Purchaser shall award the manufacturing contract to Psygen.

3.
DELIVERY OF GOODS

3.1. Delivery

3.1.1. Psygen shall ensure the Goods are packaged, labelled and otherwise prepared to ensure delivery on the Delivery Date. Subject to any specific details in a Purchase Order, Psygen shall have discretion in the number of individual packages of the Goods and the amount of the Goods in each package.

3.1.2. Each Party shall be responsible for independently obtaining any required Regulatory Approval, including all import permits or export permits, required by the respective Parties to ship, receive, transfer and possess the Goods, provided that Purchaser shall be responsible for all costs associated with delivering the Goods, including the costs of any required import permits or export permits required by Psygen or by Third Party LD.

3.1.3. Purchaser shall coordinate all aspects of the transportation, insurance, handling and delivery ("**Cartage**") of the Goods to Purchaser or return of Goods to Psygen or to Third Party LD. Purchaser shall use commercially reasonable efforts to complete such Cartage in the most efficient manner in terms of cost and timeline as requested and arranged with third parties by Purchaser, acting reasonably. Purchaser shall be responsible for all costs of the Cartage and shall pay any incidental costs incurred by Psygen in relation to managing Cartage.

3.1.4. Possession, title and risk in respect of the Goods sold to Purchaser will pass from Psygen or Third Party LD to Purchaser on an Ex Works basis at the Psygen Site or the Third Party Site.

3.1.5. Possession, title and risk in respect of any Goods returned to Psygen to Third Party LD will pass from Purchaser to Psygen or to Third Party LD on a Delivered at Place basis at Purchaser's site. Costs and responsibility of Cartage shall be determined in accordance with sections 12.4.2 or 12.4.3 as applicable.

3.1.6. The Delivery Date of the Initial Shipment shall be no later than June 1, 2021, subject to Purchaser filing for an import permit no later than March 1, 2021, subject to force majeure conditions.

4.
DESIGNATED REPRESENTATIVES

4.1. Designated Representative

4.1.1. Each Party shall appoint a representative that will have general oversight and management responsibility for the general administration of this Agreement and to whom the communications from the other Party shall be directed to in the first instance (each such individual a "**Designated Representative**"). For greater certainty, each Designated Representative shall have decision-making authority and the ability to bind his or her respective Party. As at the Effective Date, the Designated Representatives of each Party are as follows:

Purchaser

Entheon Biomedical Corp.
3694 Marine Avenue
Belcarra, BC
V3H 4R8

Attn: Timothy Ko
Email: timothy@entheonbiomedical.com

Psygen

c/o Borden Ladner Gervais LLP
1900, 520 3rd Ave SW
Calgary, AB
T2P 0R3

Attn: Danny Motyka
Email: danny@psygen.ca

Cc: David Wood
Email: dwood@blg.com

Each Party may change its Designated Representative upon written notice of such change to the other Party.

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IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

PSYGEN LABS INC.	**ENTHEON BIOMEDICAL CORP**
Per: *"Daniel Motyka"*	Per: *"Timothy Ko"*
Daniel Motyka CEO	Timothy Ko CEO
10/9/2020	10/9/2020
Date	Date

SCHEDULE A
GOODS AVAILABLE FOR SUPPLY

Drug Substance	Form	Strength	Unit Size	Purchase Price (USD)
DMT fumarate (GMP)	API	N/A	50 grams	See Schedule D
DMT fumarate (non GMP)	API	N/A	5 grams	See Schedule D

SCHEDULE B

APPLICATION TO PURCHASE

Date of Application: [NTD]

Qualified Investigator:
[NTD: Name of Investigator]
[NTD: Exemption No. or Import Permi t No. in home jurisdiction]
[NTD: Name of Institution]
[NTD: Address]

Licensed Dealer
[redacted] [personal information redacted]
Licence No. [redacted]

University of Alberta
11361, 87 Avenue
Edmonton AB T6G 2E1

Qualifications of Qualified Investigator: [NTD]

Restricted drugs under application: [NTD]

Item	Form	Strength	Unit Size	Units
DMT fumerate (GMP)	API	50 g (bulk)	50g	1
DMT fumerate (non-GMP)	API	5 g (bulk)	5g	1

Proposed use of restricted drugs: [NTD: Purchaser to complete]

[NTD: insert name of Purchaser]

Name:
Title:
Date:

Confirmed:

[redacted]
[personal information redacted]

Name: [redacted]
Title: Qualified Person in Charge
Date:

[personal information redacted]

SCHEDULE C

REQUIREMENTS FOR PSYGEN CERTIFICATE AND PURCHASER CERTIFICATE

Data of the following:

1. Identity of Drug Substance confirmed by:
    a. melting point
    b. differential scanning calorimetry
    c. H^1 nuclear magnetic resonance spectroscopy
    d. high-pressure liquid chromatography
    e. mass spectrometry
2. Purity of at least 99.0%

Schedule D
Break Fee (DMT)

The Break Fee shall be calculated as follows, depending on the stage of commercialization of the Goods.

Stage of Commercialization	Purchase Price per Gram (USD)	Minimum Break Fee Amount (USD)	Break Fee per Gram (USD)
Preclinical Studies (non GMP)	[redacted]	N/A	[redacted]
Phase I Clinical (GMP)	[redacted]	N/A	[redacted]
Phase II Clinical (GMP)	TBD	N/A	TBD
Phase III/IV Clinical (GMP)	TBD	TBD	TBD
DIN Phase (GMP)	TBD	TBD	TBD

[confidential information redacted]

Schedule E
Standard Terms and Conditions

DEFINED TERMS

4.1. Defined Terms

In this Agreement, the following words and terms shall have the indicated meanings:

"**Act**" means the *Controlled Drugs and Substances Act*, SC 1996, c 19 as amended from time to time.

"**Affiliate**" means an entity or Person who controls, is controlled by or is under common control with either Party. For purposes of this definition, "control" and its derivatives shall mean: in the case of corporate entities, the direct or indirect ownership of more than 50% of the stock or participating shares entitled to vote for the election of directors; and in the case of a partnership, the power to direct the management and policies of such partnership.

"**Agreement**" means this restricted drug supply agreement between the Parties and includes all schedules and exhibits attached to this restricted drug supply agreement.

"**API**" means active pharmaceutical ingredient.

"**Applicable Law**" means, in relation to any Person, agreement, property, transaction, event or other matter, all applicable laws, statutes, Regulatory Approvals, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, directives, rulings, subpoenas, or awards, and conditions of any grant or maintenance of any approval, permission, certification, consent, registration, authority or licence, any applicable federal or provincial pricing policies, and any other requirements of any Governmental Authority, by which such Person is bound or having application to the transaction or event in question, including the Act, and any amendments or supplements to, or all replacements and substitutions of, any of the foregoing.

"**Branding**" means all trademarks, trade dress, trade and business names, brand names, logos, design rights, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing.

"**Business Day**" means any day except a Saturday, a Sunday or a statutory holiday in Alberta, Canada or the Netherlands.

"**Confidential Information**" means any documents, data or other information that is confidential to the other Party, including information that is disclosed by the other Party and which is identified by such disclosing Party as "Confidential", but does not include information in respect of which it can be established by the Party receiving such information that the information (a) was already known to the receiving Party at the time of disclosure, (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (c) became generally available to the public or otherwise part of the public domain after its disclosure to the receiving Party through no act or omission of the receiving Party, (d) was disclosed to the receiving Party by a third party who was not known to the receiving Party (after reasonable inquiry) to have obligations restricting disclosure of such information, or (e) was independently developed by the receiving Party without any use of Confidential Information of the disclosing Party.

"**controlled substance**" has the meaning ascribed thereto in section 2(1) of the Act.

"**Delivery Date**" means the date on which a shipment of Goods is delivered over to Purchaser at the Psygen Site or at the Third Party Site on an Ex Works basis.

"**DIN Phase**" means the period during which Purchaser intends to commercialize the Drug Products for sale under the FDR-C in Canada or similar Applicable Law in other jurisdictions. The DIN Phase begins upon issue of at least one Regulatory Approval in any jurisdiction that allows Purchaser, an Affiliate of Purchaser or other designee of Purchaser to commercially sell the Drug Product as a therapeutic product.

"**DMT**" means N,N–dimethyltryptamine (3–[(2–dimethylamino) ethyl]indole) and any salt thereof.

"**Drug Product Data**" means safety data, adverse event data, the Psygen Data and other data required for the Drug Product Regulatory Approvals.

"**Drug Product Regulatory Approvals**" means any Regulatory Approvals required for use of the Drug Products in the Study or other clinical research involving administration of the Drug Products to human subjects.

"**Drug Products**" means any drug product manufactured from a Drug Substance that is formulated, compounded and prepared into dosage forms, included in a medical device for dispensing or otherwise been made ready for use by individuals, including by the Parties.

"**Drug Substance**" means any API, or bulk material including the API, that has not been formulated, compounded and prepared into dosage form, included in a medical device for dispensing or otherwise been made ready for use by individuals, and including DMT, other restricted drugs, other controlled substances or other substances.

"**Effective Date**" means the date indicated on page one (1) of this Agreement, and if no date is indicated on page one (1), the date of signature of the last Party to execute this Agreement.

"**Ex Works**" has the meaning ascribed to it under Incoterms®.

"**FDA**" means the *Food and Drugs Act*, RSC, 1985, c F-27 as amended from time to time.

"**FDR**" means the *Food and Drug Regulations*, CRC c 870 of the FDA and the Act as amended from time to time.

"**FDR-C**" means Part C of the FDR of the FDA as amended from time to time.

"**FDR-J**" means Part J of the FDR of the Act as amended from time to time.

"**GMP**" means good manufacturing practices as established under Applicable Law in all jurisdictions of the Territory.

"**Goods**" means Drug Substances available for supply from Psygen or from Third Party LD, that are listed in Schedule A to this Agreement.

"**Governmental Authorit**y" means within the Territory any provincial, territorial or federal, and as applicable in the circumstances, any foreign: (a) government; (b) court, arbitral or other tribunal or governmental or quasi-governmental authority of any nature (including any governmental agency, political subdivision, instrumentality, branch, department, official, or entity); (c) body or other instrumentality exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature pertaining to government including Health Canada; (d) any formulary body with responsibility for determining listability of a Drug Product on any applicable formulary or for determining the pricing of Drug Products for reimbursement, with jurisdiction to review the pricing of and payment for Drug Products under Applicable Law; (e) any provincial, state, territorial or federal government or review board in the Territory with jurisdiction over pricing of patented products or with jurisdiction over competition aspects of pricing of products; or (f) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange.

"**Improvement**" means any technological development, advancement or other innovation, whether deliberately or unintentionally developed, created, conceived or otherwise innovated, that (a) is protectable under Applicable Law, (b) is based on subject matter protected by Applicable Law, (c) relates to synthesis of Drug Substances, (d) relates to manufacture of Drug Products, or (e) is otherwise connected or related to, Psygen Intellectual Property Rights or Purchaser Intellectual Property Rights.

"**Intellectual Property Rights**" means all industrial and other intellectual property rights comprising or relating to (a) Branding; (b) internet domain names registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (c) works of authorship, expressions, designs and industrial design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (d) inventions, discoveries, trade secrets, business and technical information, know-how, databases, data collections, patent disclosures and other confidential or proprietary information; (e) plant or fungal varieties, strains or cultivars; and (f) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered, such registered rights including patent, registered plant breeders' rights, trademark, industrial

design and copyright, and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the Applicable Law of any jurisdiction in any part of the world.

"**Parties**" means, collectively, Purchaser and Psygen, and "**Party**" means any of them individually, as applicable.

"**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a joint venture, a trust, an association, an unincorporated organization, a Governmental Authority, an executor or administrator or other legal or personal representative, or any other juridical entity.

"**Prime Rate**" means that highest rate of interest announced from time to time by any of the Schedule 1 Chartered Banks in Calgary, Alberta as the prime annual rate of interest charged to its most credit worthy commercial customers.

"**Psygen Branding**" means Branding protected by Psygen Intellectual Property Rights.

"**Psygen Data**" means data required for the Drug Product Regulatory Approvals held by Psygen, including purity, chemistry, manufacturing and control data.

"**Psygen DL**" means a dealer's licence issued under the FDR-J authorizing Psygen to possess, manufacture and sell the Goods.

"**Psygen Site**" means the site indicated in the Psygen DL.

"**Psygen Intellectual Property Rights**" means Intellectual Property Rights held by Psygen related to Psygen Branding or Psygen Technology.

"**Psygen Technology**" means any methods, techniques, know-how, approaches or other information relevant to production of the Drug Substances that, as between the Parties, was innovated and is owned by Psygen.

"**Purchaser Branding**" means Branding protected by Purchaser Intellectual Property Rights.

"**Purchaser Intellectual Property Rights**" means Intellectual Property Rights held by Purchaser related to Purchaser Branding or Purchaser Technology.

"**Purchaser Technology**" means any methods, techniques, know-how, approaches or other information relevant to manufacture of the Drug Products that, as between the Parties, was innovated and is owned by Purchaser.

"**Regulatory Approval**" means any approval, consent, exemption, ruling, authorization, notice, permit, including an import permit or export permit, or acknowledgement that may be required from any Governmental Authority pursuant to Applicable Law, or which is otherwise required under Applicable Law for the Parties to perform their obligations under this Agreement or in relation to the Study, including any dealer's licence under the FDR-J, and any ethical review board approval or other authorization for the Study.

"**Research Phase**" means the period during which Purchaser intends to use the Drug Products in the Study and other clinical research. The Research Phase begins on the Effective Date and ends upon issue of at least one Regulatory Approval in any jurisdiction that allows Purchaser, an Affiliate of Purchaser or other designee of Purchaser to commercially sell the Drug Product as a therapeutic product.

"**restricted drug**" has the meaning ascribed thereto in section J.01.001 of the FDR.

"**Study**" means any preclinical, Phase I clinical, Phase II clinical, Phase III clinical or Phase IV clinical trial, study or research for use of a Drug Product including DMT for the treatment of substance use disorder, and any other trial, study or research that Purchaser decides to include within the Study.

"**Territory**" means Canada, the Netherlands, and all other countries in which Drug Product Regulatory Approvals have issued, in which the Study takes place or in which Purchaser otherwise works with the Goods.

"**Third Party LD**" means a third-party holding a dealer's licence issued under the FDR-J authorizing production, transport and sale of the Goods.

"**Third Party Site**" means the site indicated in a dealer's licence issued under the FDR-J authorizing production, transport and sale of the Goods held by the Third Party LD.

4.2. Currency

4.2.1. Unless otherwise indicated, all dollar amounts or "$" referred to in this Agreement are expressed in United States Dollars.

4.3. Headings

4.3.1. The division of this Agreement into articles, sections, subsections, paragraphs and clauses and the insertion of the recitals and headings are for convenience of reference only and will

not affect the construction or interpretation of this Agreement.

4.4. Other Points of Interpretation

4.4.1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) words in the singular number include the plural and such words will be construed as if the plural had been used;

(b) words in the plural include the singular and such words will be construed as if the singular had been used; and

(c) words importing the use of any gender include all genders where the context or party referred to so requires, and the rest of the affected sentence will be construed as if the necessary grammatical and terminological changes had been made.

4.4.2. The term "including" (or any conjugation thereof) means including (or any conjugation thereof) without any limitation.

4.4.3. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular article, section, subsection, paragraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Unless otherwise stated, all references in this Agreement to articles, sections, subsections, paragraphs, clauses, recitals and schedules refer to articles, sections, subsections, paragraphs, clauses, recitals and schedules of and to this Agreement in which such reference is made.

4.4.4. Any reference to the "discretion" of a Party means the Party's sole, unfettered and independent discretion.

4.5. Business Days

4.5.1. If any period of time expires or any day on which action is to be taken under this Agreement falls on a day which is not a Business Day, such day will be deemed to refer to the next Business Day.

4.5.2. Unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the Business Day on which the period commences and including the Business Day on which the period ends**.**

5.
TAXES

5.1. Taxes not Included in Quotes

5.1.1. Except as otherwise provided in this Agreement, all fees and charges stated herein or quoted pursuant hereto, are exclusive of all any applicable taxes, fees, duties or charges owed to a Governmental Authority other than taxes on income (the "**Surcharges**") imposed upon the Goods sold hereunder or its ownership, storage, delivery, transportation, exportation, importation, or use which attach on or following the transfer of title, including Goods and services tax, excise duty, provincial sales tax or harmonized sales tax.

5.1.2. To the extent required by Applicable Law, any Surcharges, whether in existence at the date hereof or imposed thereafter, will be borne by and be the responsibility of Purchaser. If Psygen or Third Party LD is required by the relevant taxing authority to collect and remit any of such Surcharges that are the responsibility of Purchaser hereunder, such Surcharges will be paid by Purchaser to Psygen as an amount in addition to the fees and charges specified herein unless Purchaser supplies Psygen with all documentation required to exempt Purchaser from paying, and to exempt Psygen from collecting, any or all of such taxes, fees, duties or charges. Each Party agrees to use commercially reasonable efforts to assist the other Party in claiming any legal exemptions from the respective obligations to deduct or withhold Surcharges.

5.2. Gross-up Amounts

5.2.1. Notwithstanding any other provision of this Agreement, in the event any amount becomes payable to or by a Party as a result of a breach, modification or termination of the Agreement, the amount payable will be increased or decreased, as the case may be, by the amount of any value added tax, including goods and services tax, provincial

sales tax or harmonized sales tax or of excise duty applicable to such amount.

6. TESTING

6.1. Testing

6.1.1. Each Party shall be responsible for conducting quality testing of the Goods.

6.1.2. Prior to any Goods being shipped in accordance with Section 3.1, Psygen shall obtain a certificate (the "**Psygen Certificate**") detailing results of tests (the "**Psygen Tests**") completed at Psygen's expense, and provide the Psygen Certificate to Purchaser at least ten (10) Business Days prior to the applicable Delivery Date, or with the written consent of Purchaser, on the Delivery Date. In addition to the requirements for the Psygen Certificate in accordance with Schedule C, the Psygen Tests shall provide, and the Psygen Certificate shall summarize, for each lot or batch of the Goods confirming to Psygen's satisfaction, acting reasonably:

(a) compliance of the Goods with the FDA and Applicable Law in the Territory as required for the intended purpose of the Drug Substance and any Drug Product manufactured from the Drug Substance; and

(b) any other specifications or requirements for a Psygen Certificate as set out in Schedule C.

6.1.3. The Psygen Tests will follow the reference standards set forth in Psygen's standard operating procedures for release or in Third Party LD's standard operating procedures for release.

6.1.4. Purchaser shall obtain a certificate (the "**Purchaser Certificate**") detailing results of tests (the "**Purchaser Tests**") completed at Purchaser's expense, and shall provide Purchaser Certificate to Psygen within twenty (20) Business Days from the Delivery Date. In addition to the requirements for Purchaser Certificate in accordance with Schedule C, Purchaser Tests shall provide, and Purchaser Certificate shall summarize, for each lot or batch of the Goods confirming, to Purchaser's satisfaction, acting reasonably:

(a) compliance of the Goods with the FDA and Applicable Law in the Territory as required for the intended purpose of the Drug Substance and any Drug Product manufactured from the Drug Substance; and

(b) any other specifications or requirements for a Purchaser's Certificate as set out in Schedule C.

6.1.5. Purchaser Tests shall be conducted on a basis consistent with Psygen Tests such that Purchaser Certificate is directly comparable with the Psygen Certificate.

6.1.6. Where Purchaser Tests result in data consistent with data from the Psygen Tests, Purchaser shall pay the balance of the Purchase Price, less the Deposit, within thirty (30) days of the Delivery Date in accordance with Section 2.5.2.

6.1.7. Where Purchaser Tests result in data that is materially inconsistent with the Psygen Tests for one or more lots or batches of a Drug Substance, Purchaser shall inform Psygen within five (5) Business Days of receipt of the results of the Purchaser Tests. Psygen will have five (5) Business Days to review Purchaser Certificate following receipt of Purchaser Certificate and Psygen must notify Purchaser in writing if Psygen has any objections to Purchaser Tests. If such an objection is provided, a sample of the Goods retained by Psygen or by Third Party LD, and a sample of the Goods as delivered to Purchaser will each be submitted for determination to an independent third party testing lab selected jointly by Psygen and Purchaser, each acting reasonably. Such expenses will be shared equally by Psygen and Purchaser. The results of testing carried out by such third party testing lab (the "**Dispute Tests**") will be binding on the Parties for the purposes of Section 9.3.

6.1.8. Where the results of the Dispute Tests are consistent with the results of the Purchaser Tests, Section 9.3.2 shall apply.

6.1.9. Where the results of the Dispute Tests are consistent with the results of the Psygen Tests, the Goods shall be accepted and payment obligations of Section 2.5.2 be triggered.

6.1.10. Purchaser Tests will follow the reference standards set forth in Purchaser's standard protocols for release.

7.
WARRANTY ON GOODS

7.1. Warranty and Limitations

7.1.1. Psygen represents and warrants that the Goods are and will be produced in accordance with the requirements of Applicable Law and the requirements of the Psygen Certificate as set out in Schedule C, as determined with reference to written materials about the Study provided to Psygen prior to Psygen communicating a Confirmation to Purchaser. Psygen represents and warrants that the Psygen Data include accurate and reasonable purity, chemistry, manufacturing and control data.

7.1.2. If either Party determines that any Goods do not meet the requirements of Applicable Law, including through a Psygen Test or a Purchaser Test, that Party shall promptly notify the other Party in addition to taking any steps required by Applicable Law.

7.1.3. All warranty obligations of Psygen with respect the Goods shall cease and have no effect to the extent that any defect in the Goods, or any portion of the Goods, arises from accident, abuse, misuse, alteration, negligence or any other action on the part of Purchaser including any alteration of the Goods by Purchaser or any failure by Purchaser to comply with Applicable Law.

7.2. Disclaimer of Warranty

7.2.1. OTHER THAN THE WARRANTY IN SECTION 9.1.1 OF THIS AGREEMENT, PSYGEN MAKES NO REPRESENTATION, CONDITION, OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS OR THE PSYGEN DATA. PSYGEN SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTY, CONDITION, OR REPRESENTATION THAT THE GOODS OR THE PSYGEN DATA COMPLY TO A PARTICULAR DESCRIPTION OTHER THAN BY IN ACCORDANCE WITH SECTION 9.1.1, ARE OF MERCHANTABLE QUALITY, FIT FOR A PARTICULAR PURPOSE OR ARE DURABLE FOR A REASONABLE PERIOD OF TIME.

7.3. Destruction and Discount of Goods

7.3.1. Concurrent with the delivery of a Purchaser Certificate evidencing failure to materially comply with the requirements in Section 8.1.4 with respect to compliance with Applicable Law and any other specifications in the Purchase Order or Schedule C, Purchaser must also deliver to Psygen a written notice of non-compliance ("**Notice of Non-Compliance**").

7.3.2. Following receipt of a Notice of Non-Compliance, Psygen may in its discretion, for one or more of the lots or batches of the Goods that are non-compliant, (a) request that Purchaser arrange for destruction of the Goods in accordance with Applicable Law, (b) request that Purchaser arrange for return of the Goods in accordance with Applicable Law or (c) object to the content of Purchaser Certificate and require the Dispute Tests.

7.3.3. Where the Dispute Tests result in data substantially consistent with data from Psygen Tests and the requirements of the Goods indicated in Schedule A, Purchaser shall forthwith pay the balance of the Purchase Price in accordance with the terms set forth in Section 2.5.2.

7.3.4. Where the Dispute Tests result in data substantially consistent with data from the Purchaser Tests, Psygen may (a) request that Purchaser arrange for destruction of the Goods in accordance with Applicable Lawor (b) request that Purchaser arrange for return of the Goods in accordance with Applicable Law.

7.3.5. Where Psygen requests that Purchaser arrange for destruction or return of the Goods, Purchaser shall arrange all Cartage and other details related to destruction or return of the Goods. Costs of destruction or

return of Goods, including costs of all Cartage and related costs, shall be borne by Psygen. Psygen shall reimburse Purchaser for the full amount of the Deposit and any other amounts already paid in respect of such destroyed or returned Goods, including any amounts described in Article 7, which amount shall be due within thirty (30) days of an invoice related to the return or destruction of all Goods outlined in the Notice of Non-Compliance to which Section 9.3.4 applies.

7.3.6. Goods that fail to meet the requirements of Section 8.1.4 with respect to compliance with all Applicable Law and any other specification in the Purchase Order agreed to by Confirmation, and that Purchaser considers in the circumstances, at Purchaser's discretion, to be recoverable, may be purchased at a reduced price agreed to by the Parties. Where the Parties cannot agree on a reduced price, Section 9.3.4 applies.

8.
REPRESENTATIONS AND WARRANTIES

8.1. Mutual Representations and Warranties

8.1.1. Each Party represents and warrants that the following statements are true and correct, and acknowledges and confirms that the other Party is relying on such representations and warranties in connection with execution and delivery of this Agreement and in meeting the obligations set out in this Agreement:

(a) each Party is a corporation duly formed and validly existing under the laws of its jurisdiction of formation;

(b) the execution of this Agreement and consummation of the transactions contemplated hereunder have been properly authorized by all necessary corporate action on the part of each Party;

(c) each Party has full right, power and authority to enter into this Agreement and to complete the transactions contemplated hereunder;

(d) to each Party's knowledge and belief, there is no action or proceeding pending or threatened against it before any court, administrative body or other tribunal which would have an adverse material effect on its business or its ability to perform its obligations hereunder;

(e) to each Party's knowledge and belief, its obligations set out herein do not infringe any law, regulation, valid third party patent, pending published patent application or other Intellectual Property Right;

(f) no consent or approval of any Governmental Authority, or filing with or notice to, any Governmental Authority, court or other Person, is required in connection with the execution, delivery or performance of this Agreement by each Party, except for any such consent, approval, filing or notice expressly contemplated by this Agreement or that would not have a materially adverse effect on each Party's ability to perform its obligations under this Agreement;

(g) any obligations, contractual or otherwise, of each Party to any Person that might conflict, interfere or be inconsistent with this Agreement, if any, have been waived or terminated, or would not have an adverse material effect on its business or its ability to perform its obligations hereunder;

(h) each Party shall obtain and maintain at its sole expense, all Regulatory Approvals, including any import permits, necessary for it to perform its obligations under this Agreement; and

(i) each Party holds, and will continue to hold for the Term and the Extension Term, if applicable, all required Regulatory Approvals to

fulfill the Party's obligations and exercise the Party's rights under this Agreement, including as may be required to possess the Goods, formulate and compound the Drug Products from the Drug Substances, undertake the Study and commercialize the Drug Products, and is in full and strict compliance with the requirements of Applicable Law related to the any activities with the Goods;

(j) this Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against each Party in accordance with its terms and conditions except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted in the discretion of a court of competent jurisdiction; and

(k) as of the Effective Date, each Party has not been and is not currently subject to any bankruptcy event or insolvency, liquidation or dissolution for the benefit of its creditors or otherwise and each Party is able to satisfy its liabilities as they become due.

9. INDEMNITY

9.1. Indemnification by Psygen

9.1.1. Subject to the provisions of this Article 11, Psygen agrees to indemnify, defend and hold harmless Purchaser, and Purchaser's Affiliates and their respective shareholders, directors, officers, employees and agents from and against any third-party Claims, and any resulting damages, liabilities, expenses (including reasonable attorney's fees) or other losses ("**General Claims Against Purchaser**") arising out of: Psygen's Material Breach; or any negligent act or omission, or willful misconduct of Psygen.

9.1.2. Notwithstanding Section 11.1.1, Psygen will not be required to indemnify, defend and hold harmless Purchaser and its Affiliates and their respective directors, officers, employees and agents from and against any General Claims Against Purchaser to the extent that such claims arise out of: Purchaser's Material Breach; any negligent act or omission, or willful misconduct of Purchaser, or Purchaser's or a third party's use, handling or shipment of the Goods.

9.2. Indemnification by Purchaser

9.2.1. Subject to the provisions of this Article 11, Purchaser agrees to indemnify, defend and hold harmless Psygen, and Psygen's Affiliates and their respective shareholders, directors, officers, employees and agents from and against any third-party Claims, and any resulting damages, liabilities, expenses (including reasonable attorney's fees) or other losses ("**Purchaser Related Claims**") arising out of: Purchaser's Material Breach; or any negligent act or omission, or willful misconduct of Purchaser; the use of Goods purchased from Psygen by Purchaser in any manner not otherwise contemplated by this Agreement; any change to the Goods purchased from Psygen that was intentionally or unintentionally made by Purchaser or a third party in a manner not contemplated by this Agreement; any product liability or other claims related to commercialization of the Drug Products that are manufactured from Drug Substances purchased from Psygen.

9.2.2. Notwithstanding Section 11.2.1, Purchaser will not be required to indemnify, defend and hold harmless Psygen, and Psygen's Affiliates and their respective directors, officers, employees and agents from and against any Purchaser Related Claims to the extent that such claims arise out of: Psygen's Material Breach; Psygen's negligent acts or omissions or willful misconduct; or Psygen's or a third party's use, handling or shipment of the Goods.

9.3. Indemnification Procedures

9.3.1. A Party intending to claim indemnification under this Agreement (the "**Indemnitee**") shall promptly notify the other Parties (the "**Indemnitor**") in writing of any action,

claim or other matter in respect of which the Indemnitee or any of its directors, officers, employees or agents intend to claim such indemnification. The failure to provide such notice within a reasonable period of time shall not relieve the Indemnitor of any of its obligations hereunder except to the extent the Indemnitor is materially prejudiced by such failure. The Indemnitor shall be entitled to control the defense of or settle any such action, claim or other matter, so long as Indemnitor diligently defends the Claim and there is no conflict of interest between the Parties related to the Claim. The Indemnitee agrees to the complete control of such defense or settlement by the Indemnitor, provided, however, any settlement of such claims shall require the Indemnitee's prior written consent unless such settlement includes a full release of the Indemnitee, in which case no consent shall be required. The Indemnitee and its directors, officers, employees and agents shall co-operate fully with the Indemnitor and its legal representatives in the investigation and defence of any action, claim or other matter covered by this indemnification. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense.

9.4. Limitations of Liability

9.4.1. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL ANY PARTY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.4.2. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID UNDER THIS AGREEMENT IN THE TWO (2) YEARS IMMEDIATELY PRIOR TO THE CIRCUMSTANCES RESULTING IN LIABILITY.

9.4.3. Article 11 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY Article 11.

10. REGULATORY MATTERS

10.1. Regulatory Approvals

10.1.1. Psygen shall be solely responsible to file for, obtain and maintain the Psygen DL, any export permit issued for the Psygen DL, and any Regulatory Approvals that are required for the synthesis of the Goods, transportation and sale of the Goods and any other activities relating to the Goods.

10.1.2. Purchaser shall be responsible to file for, obtain and maintain, at its own expense, any Regulatory Approvals that are required for the purchase, possession and import of the

Goods, undertaking the Study and commercializing the Drug Products. Purchaser shall reimburse Psygen for any disbursements required by Psygen associated with any export permit or other transaction-specific Regulatory Approvals required for acceptance of a Purchase Order from Purchaser under this Agreement within thirty (30) days of Psygen providing written notice of a disbursement to Purchaser.

10.2. Compliance

10.2.1. While Goods are in Psygen's possession and control, or in Third Party LD's possession and Control, as between the Parties, Psygen shall be responsible for compliance with all Applicable Law in respect of the Goods.

10.2.2. While Goods are being delivered and upon delivery to Purchaser, Purchaser shall be responsible for compliance with all Applicable Law in respect of the Goods.

10.2.3. The Parties acknowledge that the business arrangement contemplated by this Agreement is subject to restrictions, requirements and prohibitions under Applicable Law in force as of the Effective Date (including the Act, the *Criminal Code* (Canada), and provincial, state, territorial and municipal laws relating to the Goods, restricted drugs and controlled substances, including corresponding las outside of Canada), which may change from time to time. Each Party will comply with Applicable Law, and will perform the Party's obligations and exercise the Party's rights under this Agreement in accordance with Applicable Law. For greater certainty, a Party is not obligated to perform any obligation under this Agreement if and to the extent, but only to the extent, that the lawful performance of the obligation is prohibited by Applicable Law, and if such Applicable Law is amended to permit the lawful performance of the obligation then promptly after the amendment is effective the Party will commence performance of the obligation in accordance with this Agreement and Applicable Law.

10.2.4. Without limiting the generality of the foregoing, Psygen may refuse to complete a Purchase Order if Psygen has reasonable grounds to believe completing the Purchase Order would result in non-compliance with Applicable Law, and provide Purchaser with written notice of the details supporting Psygen's decision to refuse to complete a Purchase Order. Purchaser shall review the written notice. If Purchaser agrees with Psygen's decision to refuse the Purchase Order, Purchaser shall request Psygen to return the Deposit, if any, and provide written confirmation to Psygen that Purchaser understand that the Purchase Order has been refused. If Purchaser disagrees with Psygen and the Parties cannot agree to modifications of the Purchase order acceptable to all Parties, then Purchaser may treat the disagreement as a Dispute between Purchaser and Psygen under Section 18.12, Psygen shall return the Deposit, if any, and Psygen shall provide written notice to Purchaser confirming that the Purchase Order has been refused pending discussion between Purchaser and Psygen.

10.3. Complaints and Adverse Reactions

10.3.1. Either Party shall provide to the other Party prompt notice of any information regarding the safety of any Drug Products, including any confirmed or unconfirmed information regarding adverse, serious or unexpected events or reactions associated with any Drug Products. For serious or adverse events, notice must be given by telephone within one (1) Business Day after receipt of the information, followed immediately with written notice, advising the other Parties of any adverse reaction or safety issues with respect to the Drug Products of which it becomes aware, regardless of the origin of such information, and in addition to any reporting requirements to any Governmental Authority as required by any Regulatory Approval. Any other complaints shall be reported in writing to the other Party on a weekly basis, in addition to any reporting requirements to any Governmental Authority as required by any Regulatory Approval. The Parties agree to co-operate with each other and any Governmental Authority in evaluating any complaint, claim, safety or adverse use report related to any Drug Products. The Parties will provide timely assistance in responding to any complaints, including reviews of records and retained

samples as well as any necessary testing. Psygen may maintain any information or material communicated to Psygen as part of this Section 12.3.1 as part of the Psygen Data. For clarity, any such information or material maintained as part of the Psygen Data shall be the property of each of the Parties, provided that Psygen shall treat the identity of Purchaser as the source of the information as Confidential Information.

10.4. Stop Sale Notification

10.4.1. If any Party believes that a stop sale notice (the "**Stop Sale Notice**") is required, including following notification by a third party of an issue with the Drug Products, or if any Party is ordered to issue a Stop Sale Notice by a Governmental Authority, the Parties shall: (a) immediately take all necessary steps to ensure that the Drug Products that are subject of the Stop Sale Notice are destroyed, returned or removed from the Study or from commercial sale in a manner consistent with Applicable Law; and (b) exchange information and assist each other candidly to determine which of the Parties contributed to the basis for the source, reason or circumstances that resulted in the Stop Sale Notice (the "**Cause**").

10.4.2. Where the Parties determine in good faith that the basis for the Cause originated solely with one Party following an investigation that can identify the Cause as being attributed solely to either (a) the Goods as delivered by Psygen or by Third Party LD or (b) the subsequent handling of such Goods by Purchaser, that Party shall cover the cost of the and manage destruction of any recalled Drug Products, including by payment of all out-of-pocket costs associated with the recall.

10.4.3. In the event of a Stop Sale Notice where an investigation by the Parties is inconclusive on the determinative Cause, but the investigation has concluded that the source or reason for the Stop Sale Notice is in part directly attributable to the Goods, then both Parties will be deemed to be at fault and the Parties shall allocate the expenses of the Stop Sale Notice between each of the Parties based on each Party's respective culpability for such recall, with the Parties acting reasonably. Where the Parties cannot agree on respective culpability in good faith, then the dispute resolution mechanism of Section 18.12.2 apply.

10.4.4. In the event of a Stop Sale Notice where an investigation is inconclusive on the Cause and cannot determine any Cause attributable to Psygen's role in manufacture of the Goods, Purchaser shall cover the cost of the recall and manage destruction of any Goods subject to the Stop Sale Notice, including by payment of all out-of-pocket costs associated with the Stop Sale Notice. Any Drug Substances that are not yet Drug Products shall remain the property of Purchaser and shall not be returned or destroyed as a result of the Stop Sale Notice, unless such return or disposal is required for compliance with Applicable Law.

11. CONFIDENTIALITY

11.1. Confidential Information of the Parties

11.1.1. The Parties may from time to time exchange Confidential Information relevant to the Intellectual Property Rights, Drug Products, Drug Substances, other restricted drugs, other substances or other information relevant to this Agreement.

11.1.2. Each Party acknowledges and confirms that this Agreement and any information provided to Purchaser relating to the Drug Substances or the Psygen Data, including any information relating to Psygen Intellectual Property Rights, are Confidential Information of Psygen.

11.2. Obligations of Confidentiality

11.2.1. During the Term and until such time as the Confidential Information becomes public, each Party shall maintain in confidence and not use or disclose to any third party others for any purpose whatsoever, except as expressly authorized herein and other than to those of its directors, officers, employees, agents, advisors or potential investors on a need-to-know basis to perform such Party's obligations under this Agreement, any Confidential Information of any other Party.

11.2.2. Purchaser may identify Psygen to a third-party as the supplier of the Goods outside of

the provisions of section 13.2.1 with the prior written consent of Psygen. Psygen shall have the option to be identified alongside as the holder of the Psygen Technology and Psygen Intellectual Property Rights used to manufacture the Goods.

11.3. Protection of Confidential Information

11.3.1. Each Party agrees that it will take the same degree of care to protect the confidentiality of the other Parties' Confidential Information as it takes to protect its own proprietary and Confidential Information of like kind (or, in the case of the Psygen Data, its own most highly sensitive and proprietary Confidential Information), with such degree of care not to fall below a reasonable degree of care. Each Party shall protect and keep confidential, and not use, publish or otherwise disclose to any third party, except as permitted by this Agreement or with the other Party's written consent, the other Party's Confidential Information.

11.3.2. Each Party agrees that the provisions of this Section 11 shall be binding on itself and on its directors, officers, employees, agents and advisors ("**Representatives**"), and that it shall be liable for breaches of this Agreement by itself or its Representatives. Before disclosing the Confidential Information to any Representative, the receiving Party will inform such Representative of the confidential nature of such information, their duty to treat the Confidential Information in accordance with this Agreement, and shall ensure that such Representatives are legally bound by the terms and conditions of Section 11 of this Agreement or by a duty of confidentiality no less strict than the provisions of this Agreement.

11.3.3. Purchaser shall maintain a written record of all individuals who have been provided with access to the Psygen Data (the "**Psygen Data Access Record**"). The Psygen Data Access Record shall include any non-disclosure agreements executed by individuals who have access to the Psygen Data. Psygen shall have a right to review the Psygen Data Access Record at least one (1) time per month on five (5) Business Days' written notice. The Psygen Data Access Record is Confidential Information of Purchaser, provided that Psygen may disclose details of the Psygen Data Access Record as reasonably necessary to investigate any potential disclosure of the Psygen Data.

11.4. Property

11.4.1. All Confidential Information supplied by one Party to another Party to assist in carrying out the obligations hereunder shall remain the property of such Party and shall be destroyed, or returned to the other Party upon the termination of this Agreement.

11.5. Agreement to Injunctive Relief

11.5.1. The Parties acknowledge that any breach of Confidential Information shall result in immediate and irreparable damage to the holder of such Confidential Information. The Parties acknowledge and admit that there is not an adequate remedy at law for such failure, and agree that in the event of such breach, the relevant Party shall be entitled to equitable relief by way of temporary and permanent injunction and such other and further relief as any court with jurisdiction may deem just and proper.

12. DISCLOSURE OF INFORMATION

12.1. Public Statements

12.1.1. No public announcement or statement concerning this Agreement and the matters contemplated by this Agreement shall be made by a Party, its Affiliates or their respective directors, officers, employees or shareholders without the prior written consent of the other Party unless such disclosure is required by Applicable Law or a Governmental Authority and, in such circumstances, subject to prior consultation with the other Party (if permitted).

12.1.2. Notwithstanding Section 14.1.1, each Party may disclose the existence of this Agreement only for purposes of complying with requirements of Applicable Law or in respect of capital raising activities or any continuous disclosure obligations, provided however that none of the Parties shall disclose details about the terms of this Agreement or any Confidential Information hereunder or the

identity of the other Party without the express written consent of the other Party.

12.2. Compelled Disclosure

12.2.1. Notwithstanding Article 13, each Party may disclose Confidential Information to the extent such disclosure is reasonably necessary for prosecuting or defending litigation, or otherwise complying with Applicable Law, provided that if a Party is required by Applicable Law to make any such disclosure of the other Party's Confidential Information, the disclosing Party will promptly advise the other Party of the requirement to disclose and will furnish only that portion of the Confidential Information which is legally required and further, will exercise their best efforts to obtain reasonable assurances that confidential treatment will be accorded to such Confidential Information.

12.3. Information Exchange

12.3.1. Purchaser shall update Psygen with the progress of the Study at the request of the Designated Representatives of Psygen up to one (1) time per month.

12.4. Publication and Promotion

12.4.1. Purchaser shall recognize Psygen as holding the Psygen Technology in respect of the Goods and as a supplier of Goods. Upon issue of the Psygen DL, Purchaser shall recognize Psygen as a manufacturer of the Goods in academic publications, media, promotional material and any other public-facing communications about the Study or in relation to any sale, promotion or commercial activity involving the Drug Products during the DIN Phase. Purchaser shall provide draft copies of any academic publications, media, promotional material and any other public-facing communications relating to the Study or the Drug Products with at least five (5) Business Days' lead time prior to submission for publication. Purchaser shall consider suggestions from Psygen in any academic publication or media. Purchaser shall follow suggestions from Psygen in any promotional material that relates to Psygen.

12.5. Communications with Third Party LD

12.5.1. Psygen may provide the Psygen Certificate, the Purchaser Certificate or any certificate provided in the course of the Dispute Tests, or communicate other information related to the Psygen Tests, the Purchaser Tests or the Dispute Tests to the Third Party LD, without notification to Purchaser provided that Third Party LD agrees to treat such documents and other information as confidential.

13. TERM AND TERMINATION

13.1. Term

13.1.1. This Agreement shall have a term beginning with the Effective Date (the "**Term**") and expiring upon the latter of ten (10) years from the Effective Date or completion of the Study unless terminated by either Party in accordance with this Article 15, provided that the Term shall continue to apply as necessary in respect of outstanding payments owed in accordance with this Agreement.

13.1.2. The Term shall be automatically extended for one additional period of five (5) years (the "**Extension Term**") unless either Psygen or Purchaser provides notice in writing that it has elected not to extend the Term at least six (6) months prior to the end of the Term.

13.2. Termination

13.2.1. The Parties may terminate this Agreement on any timeline and any terms the Parties agree to by written agreement.

13.2.2. This Agreement may be terminated by any Party in the event of a material breach by one of the other Parties of any term, condition, obligation, warranty or representation hereunder (a "**Material Breach**"); provided that the non-breaching Party shall first give to the breaching Party written notice of the proposed termination of this Agreement (a "**Breach Notice**"), which Breach Notice shall outline the grounds of the breach.

13.2.3. Upon receipt of a Breach Notice, the breaching Party shall have ten (10) Business Days (the "**Cure Period**") to cure the Material Breach to the satisfaction of the non-breaching Party acting reasonably. If the breaching Party does not cure the Material Breach within the Cure Period, the non-breaching Party may terminate this Agreement with immediate effect without

prejudice to any other rights or remedies which may be available to the non-breaching Party.

13.2.4. Without limiting the generality of section 15.2.2, a breach of any of Section 2.2, Section 2.5, Section 2.8, Section 7.2, Article 4, Section 14.1 or Article 16 is a Material Breach subject to the Cure Period.

13.2.5. A non-breaching Party may terminate this Agreement without a Cure Period for a breach by another Party of any of Article 13 which shall be treated as a Material Breach, or any other Material Breach hereunder that is not capable of being cured.

13.3. Termination due to Bankruptcy

13.3.1. This Agreement may be terminated by either Party in the event the other Party files a petition in bankruptcy, is adjudicated as bankrupt, makes an assignment in bankruptcy for the benefit of its creditors, or otherwise seeks relief under or pursuant to any bankruptcy, insolvency or restructuring statute or proceeding, or if a petition in bankruptcy is filed against the Party which is not dismissed within ninety (90) days, or proceedings are taken to liquidate the assets of such Party.

13.4. Rights and Obligations Upon Termination

13.4.1. Upon the termination or expiration of this Agreement, in addition to any other remedies available to either of the Parties, each Party shall promptly return to the other Party all Confidential Information of the other Party in the possession or control of the Party or its Affiliates and their respective officers, directors, employees, agents, affiliates, representatives, successors or assigns and no Party shall have any further obligation to the other Party under this Agreement except in respect of the obligations described in this Section 15.4, Article 9, Article 13, Article 14, Article 16 and Article 18, and the performance of any other obligations to pay the Purchase Price or any portion thereof, or to return Goods to Psygen or to Third Party LD, that have accrued prior to the date of termination, and obligations to pay Surcharges based on transactions prior to the date of termination, including where such Surcharges become apparent to Psygen after termination. Article 13 shall survive termination of this Agreement by ten (10) years.

13.4.2. Purchaser shall pay to Psygen a break fee in accordance with the details provided in Schedule D (the "**Break Fee**") in the event that:

(a) Purchaser and Psygen elect to terminate this Agreement through agreement under Section 13.2.1 and the terms of such agreement include payment of the Break Fee;

(b) Purchaser terminates or purports to terminate this Agreement outside the circumstances described in Section 15.2, Section 15.3, or Section 18.4.1;

(c) Psygen terminates following a material breach by Purchaser.

13.4.3. The Break Fee shall not be payable by Purchaser in the event that:

(a) Purchaser and Psygen elect to terminate this Agreement through agreement under Section 13.2.1 and the terms of such agreement do not include payment of the Break Fee;

(b) Psygen provides notice in writing that it has elected not to extend the Term in accordance with section 15.1.2; or

(c) Purchaser terminates following a material breach, bankruptcy, or force majeure event involving Psygen.

13.4.4. The Break Fee includes a fixed amount (the "**Fixed Amount**"). The Fixed Amount is determined based on the Fixed Amount listed at the portion of the Research Phase, or during the DIN Phase, when the Break Fee is applied.

13.4.5. The Break Fee is an amount based on the volume of Goods purchased up to the point the Break Fee is applied (the "**Volume Amount**"). The Volume Amount is a per gram amount, determined based on the progress of the Study at the stage of the Research Phase, or during the DIN Phase, when the Break Fee is applied. The number

of grams used to calculate the Volume Amount is the total number of grams of Drug Substance sold by Psygen to Purchaser during all portions of the Research Phase and the DIN Phase up to the point where the Break Fee is applied.

13.4.6. The Break Fee is an expression of liquidated damages and is not a penalty.

13.4.7. Where multiple different Goods are being supplied to Purchaser, the Break Fee shall be calculated separately for each of the Goods upon termination, based on the portion of the Research Phase, or during the DIN phase, for each of the Goods.

13.4.8. For avoidance of doubt, where the Purpose includes multiple preclinical trials, clinical trials, or where at least one Drug Product has reached a DIN Phase, for different Drug Products that each use the same Drug Substance taking place simultaneously, the Break Fee shall be determined in accordance with Schedule D with reference to the most advanced clinical trial for that Drug Substance.

13.4.9. With Psygen's consent, which may be provided in Psygen's discretion, this Agreement may be terminated, and the Break Fee paid if applicable, in respect of some Goods but not all Goods, and including in respect of some Drug Products manufactured from a particular Drug Substance, but not all Drug Products manufactured from the particular Drug Substance.

14.
INTELLECTUAL PROPERTY

14.1. Ownership

14.1.1. The Parties acknowledge and agree that, subject to the terms of this Agreement:

(a) Psygen will retain all Intellectual Property Rights to any Psygen Technology used to create, embodied in, used in and otherwise relating to the Goods;

(b) all Intellectual Property Rights owned by a Party prior to the execution of this Agreement shall remain the sole property of such Party;

(c) all Intellectual Property Rights in any Improvements developed solely by a Party (solely as between the Parties) after the execution of this Agreement shall be the property of such Party;

(d) as between Purchaser and Psygen, any and all Psygen Intellectual Property Rights are the sole and exclusive property of Psygen;

(e) Purchaser shall not acquire any ownership interest in any Psygen Intellectual Property Rights under this Agreement, including Psygen Intellectual Property Rights that protect any Psygen Technology related to synthesis of Drug Substances, or other aspects of the manufacture of Goods, and including Psygen Intellectual Property Rights in the Psygen Branding;

(f) Psygen shall not acquire any ownership interest, license or other right to Intellectual Property Rights related to Purchaser's manufacture of Drug Products from the Goods, use of the Drug Products in the treatment of a condition or the outcome of the Study, or any other Purchaser Technology;

(g) any goodwill derived from the use by Purchaser of Psygen Intellectual Property Rights, including the Psygen Branding, inures to the benefit of Psygen, as the case may be;

(h) Purchaser shall use the Psygen Intellectual Property Rights only in accordance with the rights licensed under this Section 16.1 of this Agreement and any written instructions or permissions of Psygen. Without limiting the foregoing, the Parties agree that Psygen shall maintain control over the character and quality of the use of any Psygen Branding in any promotional activity in association with which Purchaser uses the

Psygen Branding. Psygen shall have the right to periodically inspect the Drug Products in order to pre-approve packaging, labelling, promotional material and any other materials incorporating or displaying the Psygen Branding.

14.2. Licenses

14.2.1. Psygen hereby grants Purchaser a limited, non-transferable, non-sub-licensable, non-exclusive licence to use and display the Psygen Branding during the Term for the purposes of labelling and promoting the Drug Products, the Study or other aspects of Purchaser's business that are relevant to the Drug Substances, the Drug Products, restricted drugs or other controlled substances.

14.2.2. Psygen hereby grants Purchaser a limited, non-transferable, non-sub-licensable, non-exclusive licence to use the Psygen Data in the course of applying for and maintaining any Regulatory Approvals related to the Drug Products. Upon expiration or termination of this Agreement, Purchaser may continue to rely on the Psygen Data in all respects, including related to any Drug Product Regulatory Approval, provided that Purchaser shall maintain the Psygen Data in confidence in accordance with Section 11 of this Agreement.

14.2.3. Purchaser hereby grants Psygen a limited, non-transferable, non-sub-licensable, non-exclusive licence to use any applicable Purchaser Technology during the Term for the sole purpose of manufacturing Goods for purchase by Purchaser.

14.3. Prohibited Acts

14.3.1. Neither Party shall:

(a) take any action that may interfere with any the Intellectual Property Rights of the other Party, including ownership or exercise thereof;

(b) make any claim, take any action adverse to or challenge any right, title or interest of the other Party in any Intellectual Property Rights of the other Party;

(c) register or apply for registrations for, anywhere in the world, the Branding of the other Party, any trademark that is similar to such Branding or any trademark that incorporates such trademarks in whole or in confusingly similar part;

(d) unless permitted by this Agreement, use any Branding of the other Party in association with any Drug Products or otherwise that is reasonably interpretable as confusingly similar to the Branding of the other Party without express written consent of the other Party; or

(e) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Drug Substances purchased under this Agreement or that may reasonably be viewed as disparaging, diluting the value of, or reflecting negatively on the other Party or its products.

14.4. Joint Improvements

14.4.1. Intellectual Property Rights in any Improvements of the Psygen Technology, directly related to the Drug Substances, that are suggested or requested by Purchaser, shall be jointly owned by Purchaser and Psygen.

14.4.2. Intellectual Property Rights in any Improvements of the Purchaser Technology, directly related to the Drug Products, that are suggested or requested by Psygen, shall be jointly owned by Purchaser and Psygen.

14.4.3. The Parties shall negotiate in good faith the registration and ownership structure of any Intellectual Property Rights in Improvements that are developed under this Agreement. The Parties shall negotiate in good faith to avoid per-se co-ownership, and may incorporate an intellectual property rights holding company ("IP HoldCo").

14.4.4. Purchaser and Psygen shall each assign the intellectual property rights described in Section 14.4.3 to IP HoldCo (if incorporated) or to either of the Parties or an Affiliate of either Party as determined through good faith negotiations. Purchaser and Psygen shall

each execute, and cause their employees and affiliates to execute, any assignments, instruments or other documents, or take any other steps required to effect transfer of the Intellectual Property Rights in any Improvements in accordance with this Section 14.4.4 and any written agreement related to the Improvements.

14.5. Patent Infringement, Misappropriation and Enforcement

14.5.1. Should either Party become aware of any actual infringement of Psygen Intellectual Property Rights or Purchaser Intellectual Property Rights, potential infringement of the Psygen Intellectual Property Rights or Purchaser Intellectual Property Rights or other wrongful use of the subject matter of the Psygen Intellectual Property Rights or Purchaser Intellectual Property Rights by a third party during the Term, that Party will give the other Party prompt notice detailing as many facts as possible concerning such infringement or potential infringement or wrongful use.

15. RECORD KEEPING AND AUDITS

15.1. Record Keeping

15.1.1. The Parties shall comply with Applicable Law with respect to record keeping.

15.1.2. The Parties shall prepare and maintain up-to-date books and records for all supply and purchase of the Goods (the "**Records**"). The Records shall be recorded, maintained and reported as required by Applicable Law. Where Applicable Law does not require maintaining the Records for at least six (6) years, the Parties shall maintain the Records for a minimum of six (6) years. Subject to the confidentiality obligations under this Agreement, each Party shall provide the other Parties and any of their related third parties or Affiliates, including accountants and other professional advisors, reasonable access to the Records for the purposes of carrying out obligations in this Agreement, upon request.

15.2. Audit Rights

15.2.1. Upon at least thirty (30) days' written notice, Psygen shall have the right to examine, at its sole cost and expense, such Records or other information obtained during an audit (the "**Audit Materials**") as is necessary to verify and review all activity undertaken by Purchaser pursuant to this Agreement. Such right may be exercised by Psygen a maximum of two (2) times during any calendar year. Such examination may be performed during normal business hours at Purchaser's major place of business or at such other place as may be mutually agreed upon by the Parties. Psygen may make summaries or copies of any Audit Materials for its use in performing the examination, provided that any such Audit Materials are treated as Confidential Information of Purchaser.

16. GENERAL TERMS

16.1. No Disparagement or Representation

16.1.1. Notwithstanding anything to the contrary in this Agreement, the Parties shall not:

(a) make any representations, conditions, warranties, guarantees, indemnities, similar claims or other commitments actually, apparently or ostensibly on behalf of the other Party;

(b) engage in any unfair, competitive, misleading or deceptive practices respecting, or disparagement of, any other Party, any other Party's Branding, any Drug Substance or any Drug Product manufactured by or on behalf of any Party;

16.2. Assignment

16.2.1. This Agreement shall enure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

16.2.2. If by operation of law or by the sale, bequest, or other disposition of its shares or securities the control or beneficial ownership of either Party is changed during the Term or the Extension Term such change such change will be deemed a permitted assignment.

16.2.3. Subject to Section 18.2.2, neither Party may assign this Agreement or any portion thereof

without the prior written approval of the other Party.

16.3. Non-Waiver

16.3.1. Failure by either Party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of its rights hereunder. Any waiver of a breach of any provision hereof shall not be effective unless in writing and shall not affect either Party's rights in the event of any additional breach.

16.4. Force Majeure

16.4.1. Neither Party shall be liable to the other Party for failure to perform or delay in performing its obligations under this Agreement by virtue of the occurrence of an event of Force Majeure. In the event such Force Majeure affecting either of the Parties continues for more than ninety (90) days, the Party not subject of the Force Majeure may, upon mutual agreement and thirty (30) days written notice terminate this Agreement. In the event such Force Majeure affecting the Party or Parties continues for more than one hundred twenty (120) days, either of the Parties may, upon thirty (30) days written notice, terminate this Agreement. "**Force Majeure**" shall mean an event arising from unforeseen circumstances, or if it could have been foreseen, was unavoidable, beyond such Party's reasonable control, and not attributable to such Party's fault or negligence, which reasonably prevents, delays or interferes with the performance by such Party of its obligations hereunder, including an event that occurs by reason of any act of God, flood, power failure, fire, explosion, crop failure, casualty or accident, earthquake, destruction of facilities, declared war, revolution, civil commotion, acts of public enemies, acts of terrorism, blockage or embargo, pandemic, interruption of delay in transportation, strike or labor disruption; provided, however, that Force Majeure shall not include the inability of a Party to obtain financing or the failure of a Party to have sufficient financial or economic resources available to it in order to complete its obligations herein.

16.4.2. In the event of Force Majeure, the Party affected shall promptly notify the other Party in writing and shall exert commercially reasonable efforts to eliminate, cure or overcome such event and to resume performance of its obligations ("**Force Majeure Event Notice**").

16.4.3. Promptly after receipt of a Force Majeure Event Notice, the Designated Representatives shall meet (in person or by telephone) to discuss the Force Majeure event and consider possible workarounds to the Force Majeure.

16.5. Independent Contractor

16.5.1. The Parties agree that with respect to the transactions contemplated herein that they shall be acting as independent contractors and nothing herein shall constitute the Parties as entering into a joint venture or partnership, nor shall anything herein constitute either Party as an agent of the other for any purpose whatsoever. Neither of the Parties, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party.

16.6. Severability

16.6.1. If any provision or term of this Agreement is found unenforceable under any Applicable Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in a mutually acceptable manner, in order that the transaction contemplated in this Agreement be consummated as originally contemplated to the greatest extent possible.

16.7. Entire Agreement

16.7.1. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all proposals, oral or written, and all negotiations, conversations, or discussions. This Agreement may not be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by all Parties.

16.8. Further Assurances

16.8.1. The Parties covenant and agree that, at any time and from time to time after the execution hereof by all Parties, they will, upon the request of any other Party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required for the better carrying out and performance of all obligations in this Agreement.

16.9. Time of the Essence

16.9.1. Time shall be of the essence of this Agreement.

16.10. Notices

16.10.1. Any notice required or authorized to be given by any Party to the other Parties in accordance with the provisions of this Agreement shall, unless otherwise indicated, be in writing and sent by email by contacting the Designated Representative of the Party. Any hard copy correspondence must also be sent by email. Notice shall be deemed delivered upon receipt in an email inbox, regardless of acknowledgement of receipt.

16.11. Amendments in Writing

16.11.1. Except as otherwise provided for herein, and without prejudice to any of the rights set forth in this Agreement enabling the Parties to modify certain provisions hereof on an ongoing basis during the term of this Agreement, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of all Parties.

16.12. Applicable Law and Dispute Resolution

16.12.1. This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement, the transactions contemplated by this Agreement (whether based in contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, interpreted, construed and determined in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

16.12.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination (a "**Dispute**"), shall be referred, upon written notice (a "**Notice of Dispute**") given by one Party to the others, to a senior executive from each Party. The senior executives shall seek to resolve the Dispute on an amicable basis within thirty (30) days of the Notice of Dispute being received. If all Parties agree, the Dispute may be referred to mediation before a mediator mutually agreed upon by the Parties or, failing such agreement, to be appointed by ADR Institute of Canada Inc. ("**ADRIC**"). Purchaser and Psygen shall equally share the costs of the mediator, the mediation venue and the ADRIC. If the Dispute is not resolved within thirty (30) days of receipt of the Notice of Dispute, the Dispute shall be referred to and finally resolved by confidential binding arbitration administered by ADRIC in accordance with its Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Calgary, Alberta. The arbitration will be private and confidential. The language of the arbitration will be the English language. If ADRIC is not operative, then the arbitration will proceed ad hoc and be governed by the *Arbitration Act* (Alberta). Any award rendered in an arbitration is final and binding, and judgment on the award may be entered in any court having jurisdiction for the enforcement of the award. Notwithstanding the foregoing in this section 18.12.2, any Party may seek preliminary or temporary injunctive relief and other remedies from the courts of the Province of Alberta to avoid irreparable harm or to preserve the status quo, and the Parties irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all of those matters and any other matter that is not properly subject to arbitration pursuant to this section 18.12.2.

16.12.3. Except where reasonably prevented by the nature of the Dispute, the Parties shall continue to perform their respective duties,

obligations and responsibilities under this Agreement while the Dispute is being resolved, unless and until such obligations are lawfully terminated or expire in accordance with the provisions thereof.

16.13. Cumulative Remedies

16.13.1. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by any Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement among the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that their respective rights under Article 11 are such Party's exclusive remedies for the events specified therein.

16.14. Costs

16.14.1. Each of the Parties shall be responsible for and bear its own costs, including any legal fees, incurred with negotiating and entering into this Agreement.

16.15. Acknowledgment

16.15.1. The Parties to this Agreement agree and acknowledge that they have each been independently advised by counsel in respect of the provisions of this Agreement, or have had an opportunity to be so advised, and have voluntarily waived their right to have such independent advice; and the Parties have negotiated the provisions hereof on an equal footing based on equal bargaining power.

16.16. Execution in Counterparts

16.16.1. This Agreement may be executed in separate counterparts, including by electronic means, and the signing or execution by way of counterpart or by electronic means will have the same effect as the signing or execution of the original.