

ASSET PURCHASE AGREEMENT

BETWEEN:

CYBIN IRL LIMITED

- and -

ENTHEON BIOMEDICAL CORP.

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	- 1 -
1.1 Defined Terms.	- 1 -
1.2 Exhibits and Disclosure Letter.....	- 8 -
1.3 Currency.	- 8 -
1.4 Choice of Law and Attornment.....	- 8 -
1.5 Interpretation Not Affected by Headings or Party Drafting.....	- 8 -
1.6 Number and Gender.	- 9 -
1.7 Time of Essence.	- 9 -
1.8 Severability.	- 9 -
ARTICLE 2 PURCHASE AND SALE	- 9 -
2.1 Purchased Assets.	- 9 -
2.2 Assumed Liabilities.	- 9 -
2.3 Purchase Price.	- 10 -
2.4 Payment of Purchase Price.....	- 10 -
2.5 Allocation of Purchase Price.	- 10 -
ARTICLE 3 REPRESENTATIONS AND WARRANTIES	- 10 -
3.1 Representations and Warranties by the Vendor.	- 10 -
3.2 Representations and Warranties by the Purchaser.	- 19 -
ARTICLE 4	- 20 -
ACKNOWLEDGEMENT AND RELEASE	- 20 -
ARTICLE 5 COVENANTS	- 21 -
5.1 Exclusivity.	- 21 -
5.2 Investigation of Business and Examination of Documents.....	- 22 -
5.3 Conduct of Business.	- 23 -
5.4 Notice of Certain Events.....	- 23 -
5.5 Proceedings for Transfer of Purchased Assets.	- 24 -
5.6 Obtaining Consents.....	- 24 -
5.7 Transfer of Assumed Contracts.	- 24 -
5.8 Insurance.....	- 25 -
5.9 Covenants to Fulfill Conditions.	- 25 -
5.10 Conveyances of Purchased Assets.....	- 25 -
5.11 Purchaser’s Confidentiality Covenant.	- 25 -
5.12 Vendor’s Confidentiality Covenants.	- 26 -
ARTICLE 6 CONDITIONS	- 27 -
6.1 Mutual Conditions to the Obligations of the Parties.....	- 27 -
6.2 Conditions to the Obligations of the Purchaser.....	- 28 -
6.3 Conditions to the Obligations of the Vendor.	- 29 -
6.4 Waiver of Conditions.	- 30 -

6.5	Termination.....	- 30 -
6.6	Implications of Termination.....	- 31 -
ARTICLE 7 CLOSING.....		- 31 -
7.1	Closing Arrangements.....	- 31 -
7.2	Documents to be Delivered.....	- 31 -
ARTICLE 8 SURVIVAL OF RIGHTS		- 32 -
8.1	Agreement to Vary Statutory Limitations.....	- 32 -
8.2	Survival of Warranties by the Vendor.....	- 32 -
8.3	Survival of Warranties by Purchaser.....	- 33 -
ARTICLE 9 INDEMNIFICATION		- 33 -
9.1	Indemnity by the Vendor.....	- 33 -
9.2	Indemnity by Purchaser.....	- 33 -
9.3	Deemed Adjustments.....	- 34 -
9.4	Notice of an Indemnity Claim.....	- 34 -
9.5	Directors, Officers and Employees' Indemnity Rights.....	- 34 -
9.6	Limitations on Indemnities.....	- 34 -
9.7	Provisions Relating to Third Party Claims.....	- 36 -
ARTICLE 10 GENERAL PROVISIONS.....		- 39 -
10.1	Further Assurances.....	- 39 -
10.2	Remedies Cumulative.....	- 39 -
10.3	Notices.....	- 39 -
10.4	Counterparts.....	- 41 -
10.5	Expenses of Parties.....	- 41 -
10.6	Investment Banking and Finder's Fees.....	- 41 -
10.7	Announcements.....	- 41 -
10.8	Assignment.....	- 41 -
10.9	Successors and Assigns.....	- 41 -
10.10	Entire Agreement.....	- 41 -
10.11	Waiver.....	- 42 -
10.12	Amendments.....	- 42 -
10.13	Arbitration.....	- 42 -

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 7th day of June, 2022

BETWEEN:

CYBIN IRL LIMITED, a corporation existing under the laws of Ireland
(the “**Purchaser**”)

- and -

ENTHEON BIOMEDICAL CORP., a corporation incorporated under
the federal laws of Canada (the “**Vendor**”)

WHEREAS:

1. the Vendor is a biomedical company focused on the research and development of psychedelic drugs and leading-edge biomarkers to provide personalized treatment of addiction disorders, including the development and commercialization of its DMT Products (as defined below) and DMT Delivery System (as defined below) (the “**Business**”); and
2. the Vendor wishes to sell, and the Purchaser wishes to purchase, the undertaking and all of the assets listed in Schedule “A” hereto (the “**Purchased Assets**”) on the terms and subject to the conditions hereinafter contained.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms.

In this Agreement, the exhibits, and the Disclosure Letter, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions will have the following meanings:

- (a) “**Affiliate**” means an affiliate as defined in the CBCA.
- (b) “**After-Tax Basis**” means, in respect of any indemnity obligation pursuant to this Agreement, such indemnity obligation shall be net of any actual reduction in Taxes of any Indemnified Party during or prior to the year of such indemnity payment attributable to the deductibility availability of the losses, costs, expenses, obligations, fees and other liabilities giving rise to such indemnity payment.
- (c) “**Agreement**” means this agreement, including its recitals and all exhibits, as amended from time to time.
- (d) “**Applicable Law**” means, as to any person: (i) any statute, regulation, ordinance, decree, treaty or similar requirement made or issued under sovereign or statutory authority, (including common law and civil law) including Canadian Securities Laws and the rules of any applicable stock exchange; and (ii) any guideline, rule, requirement, policy, Order, judgment, injunction, award or decree of

any Governmental Authority whether or not having the force of law, applicable to or binding upon that person or to which that person or any of his or her property is subject.

- (e) **“Assumed Contracts”** means all Contracts relating to the Purchased Assets, as set forth in Section 1.1(e) of the Disclosure Schedule, and includes all of the Material Contracts.
- (f) **“Assumed Liabilities”** means the accounts payable and accrued liabilities of the Vendor in relation to the Purchased Assets as of the date hereof, as set forth in Section 1.1(f) of the Disclosure Schedule, which are to be assumed by the Purchaser pursuant to Section 2.2 hereof.
- (g) **“Business”** has the meaning set out in the Recitals.
- (h) **“Business Day”** means any day other than a day which is a Saturday, a Sunday or a statutory holiday in Toronto, Ontario or Vancouver, British Columbia or a day on which banks in the City of Toronto or the City of Vancouver are not generally open for business.
- (i) **“Business Intellectual Property”** has the meaning set out in Section 3.1(12)(d) hereof.
- (j) **“Canadian Securities Laws”** means, collectively, the securities legislation and related rules, regulations, instruments and published policy statements of each of the Provinces and Territories of Canada.
- (k) **“CBCA”** means the *Canada Business Corporations Act*.
- (l) **“Claim”** means any written demand, claim, complaint, suit, action, cause of action, investigation, proceeding or notice by any person alleging actual or potential liability for any loss or for any Default under any law, Contract or Licence.
- (m) **“Closing Date”** means the date that is two Business Days after satisfaction or waiver of all conditions as set out in Sections 6.1 through 6.3 of this Agreement.
- (n) **“Closing Time”** means 9:00 a.m. (Vancouver Local Time) on the Closing Date or such other time on the Closing Date as the Parties hereto may agree upon.
- (o) **“Consents”** means all consents, waivers, approvals, authorizations and exemptions described in Section 3.1(3) of the Disclosure Letter.
- (p) **“Consulting Agreement”** means the consulting agreement among the Purchaser, the Vendor and the Key Employee providing for the performance of consulting services by the Key Employee for a period of 12 months and a fee to the Vendor of up to \$480,000 and on such other terms as mutually agreed by the Parties.
- (q) **“Contract”** means, with respect to any person in relation to the Purchased Assets, any contract, agreement, instrument, Licence, purchase order, obligation, undertaking or other binding commitment, whether written or oral, to which such person or such person’s properties, operations, business or assets are bound.
- (r) **“CSE”** means the Canadian Securities Exchange or any successor stock exchange on which the Entheon Common Shares are traded.

- (s) **“Cybin”** means Cybin Inc., a corporation incorporated under the laws of Ontario.
- (t) **“Cybin Common Shares”** means the common shares in the capital of Cybin Inc.
- (u) **“Damages”** in respect of any matter means all costs, expenses, obligations, fees (including reasonable legal fees and expenses), losses, and other liabilities arising as a consequence of such matter, computed on an After-Tax Basis and net of all insurance proceeds received in respect of such matter.
- (v) **“Default”** means, with respect to a Contract, Licence, law, Organizational Document or other document or instrument: (i) a violation, breach or default; (ii) the occurrence of an event that, with the passage of time or the giving of notice or both, would constitute a violation, breach or default; or (iii) the occurrence of an event that (with or without the passage of time or the giving of notice or both) would give rise to a right of damages, specific performance, termination, suspension, renegotiation or acceleration (including acceleration of payment).
- (w) **“Deposit”** means the [Redacted: Commercially Sensitive Information] delivered to the Vendor with two Business Days following the execution of this Agreement.
- (x) **“Disclosure Letter”** means the letter delivered contemporaneously herewith by the Vendor to the Purchaser, as referred to in the first paragraph of Section 3.1 hereof.
- (y) **“DMT”** means N,N-Dimethyltryptamine.
- (z) **“DMT Assets”** has the meaning set forth in Schedule A hereof.
- (aa) **“DMT Delivery System”** means a set of delivery equipment that the Vendor seeks to develop and commercialize which aims to effectively pump the DMT Products into patients and thereafter measure their vital signs to ensure the particular DMT Product is working correctly.
- (bb) **“DMT Products”** means a portfolio of safe and effective DMT based psychedelic therapeutic products that consist of proprietary DMT drug formulations packaged in single-use containers targeted to treat a number of different addiction and substance use disorders to be developed and commercialized by the Vendor.
- (cc) **“Encumbrances”** means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or howsoever arising and any rights.
- (dd) **“Entheon Common Shares”** means the common shares in the capital of the Vendor.
- (ee) **“Financial Statements”** has the meaning set forth in Section 3.1(6)(a) hereof.
- (ff) **“Fundamental Representations”** means the representations and warranties made by the Vendor contained in Sections 3.1(1), 3.1(2), 3.1(4), 3.1(11), and 3.1(12).
- (gg) **“GAAP”** means generally accepted accounting principles as defined from time to time by the Accounting Standards Board which is referenced in the Handbook of the Chartered Professional Accountants of Canada and which incorporates International Financial Reporting Standards as

adopted by the Accounting Standards Board for financial years beginning on or after January 1, 2011.

- (hh) **“Governmental Authority”** means any government, government regulatory authority, government department, government agency, government commission, government bureau, government official, government minister, Crown corporation, government board or other governmental law, rule or regulation-making entity: (i) having jurisdiction or purporting to have jurisdiction on behalf of any nation, province, state or other geographic or political subdivision thereof; (ii) exercising or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or (iii) any formulary body with responsibility for determining listability of the DMT Products on any applicable formulary or for determining the pricing of the DMT Products for reimbursement, with jurisdiction to review the pricing of and payment for the DMT Products under Applicable Law.
- (ii) **“Indemnified Party”** has the meaning set forth in Section 9.4 hereof.
- (jj) **“Indemnifying Party”** has the meaning set forth in Section 9.4 hereof.
- (kk) **“Indemnity Cap”** has the meaning set forth in Section 9.6(c) hereof.
- (ll) **“Indemnity Claim”** has the meaning provided by Section 9.4 hereof.
- (mm) **“Intellectual Property”** means, collectively: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), invention disclosures, discoveries and all improvements thereto; (ii) all patents and patent applications and all divisions, reissues, renewals, re-examinations, continuations, provisionals, continuations-in-part and extensions thereof; (iii) all trade-marks, logos, trade names, business names, brand names, brand marks, trade dress and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith; (iv) all copyrightable works, all registered and unregistered copyrights, and all applications, registrations and renewals in connection therewith and all other rights corresponding thereto, including moral rights; (v) all industrial designs and other industrial property rights, and all applications, registrations and renewals in connection therewith; (vi) all Proprietary Information and all trade secrets and other confidential business information ideas, algorithms, concepts, research and development, know-how, formulas, compositions, technologies, data compilations, manufacturing and production processes and techniques, procedures, technical data, designs, drawings, blueprints, plans, inventor’s notes, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); (vii) all Software; (viii) all other proprietary rights anywhere in the world in the nature of intellectual property; (ix) all copies and tangible embodiments of the foregoing (in whatever form or medium); and (x) all past, present and future causes of action, rights of recovery and claims for damages, accounting for profits, royalties, or other relief relating, referring or pertaining to any of the foregoing and including the right to file applications for registration of, or for obtaining, any of the foregoing anywhere in the world.
- (nn) **“Interim Period”** means the period from the date hereof to the earlier of the date of termination of this Agreement in accordance with Section 6.5 and the Closing Date.
- (oo) **“Key Employee”** means Andrew Hegle.

- (pp) **“Knowledge”** of a certain matter means the actual knowledge of Timothy Ko and Brandon Schwabe, and the knowledge which such persons would have if they conducted such reasonable inquiry that a prudent person in similar circumstances would consider necessary as to that matter.
- (qq) **“Licences”** means all of the licences, permits, certificates of authority, authorizations, registrations, rulings, determinations, Orders, qualifications to do business or similar rights or approvals granted or issued by any Governmental Authority relating to the Purchased Assets.
- (rr) **“Licensed Intellectual Property”** means all Intellectual Property relating to the Purchased Assets that is used by the Vendor but owned by another person, excluding any third party software programs which are: (i) licensed pursuant to shrink-wrap, click-wrap or similar agreements; or (ii) purchased off-the-shelf by the Vendor and which, in each case, are not: (A) individually or in the aggregate, material to the Purchased Assets; or (B) bound, embedded, integrated or otherwise included in the Vendor’s proprietary products.
- (ss) **“Licensing Agreement”** means the non-exclusive licensing agreement to be entered into between the Purchaser and the Vendor on or before the Closing Date.
- (tt) **“Lien”** means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which, in substance, secures payment or performance of an obligation.
- (uu) **“Material Adverse Change”** means any change, event or occurrence, and **“Material Adverse Effect”** means any state of facts, which is or could be expected to be materially adverse to the Purchased Assets, or the operations, results of operations, assets, liabilities, condition (financial or otherwise) or prospects of the Purchased Assets, other than as a result of: (i) the announcement or pendency of the Transactions hereunder, including the impact thereof on the relationships, contractual or otherwise, of the Business (as it relates to the Purchased Assets) with employees, customers, suppliers, distributors or partners; (ii) changes in Applicable Law; (iii) changes in GAAP or regulatory principles applicable to the Purchased Assets; (iv) any adverse event, change, development or occurrence relating generally to financial markets or general economic conditions; (v) compliance with the terms of, or the taking of any action required by, this Agreement or consented to in writing by the Purchaser, or failure to take any action prohibited by this Agreement; (vi) acts of war (whether or not declared), or terrorism; or (vii) any pandemic, hurricane, tornado, flood, earthquake, natural disaster, act of God or other comparable events, provided, however that the matters referred to in clause (iv), (vi) or (vii) above do not have a materially disproportionate effect to that on the Purchased Assets, taken as a whole, compared to other companies of similar size operating in the same industry. Reference in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a Material Adverse Change has occurred or whether a state of facts exists that has or could have a Material Adverse Effect.
- (vv) **“Material Contracts”** means all Contracts described in Section 3.1(13) of the Disclosure Letter.
- (ww) **“Most Recent Financial Statements”** has the meaning set forth in Section 3.1(6)(a)(ii) hereof.
- (xx) **“Most Recent Fiscal Year End”** has the meaning set forth in Section 3.1(6)(a)(i) hereof.

- (yy) **“NEO”** means the Neo Exchange Inc. or any successor stock exchange on which the Cybin Common Shares are traded.
- (zz) **“Order”** means any award, decision, injunction, judgment, order, ruling or verdict entered, issued, made or rendered by any court, Governmental Authority or arbitrator.
- (aaa) **“Ordinary Course of the Business”** means the ordinary course of the Business in relation to the Purchased Assets, consistent with past custom and practice (including with respect to the nature, quantity and frequency of past actions).
- (bbb) **“Organizational Documents”** means the articles or certificate of incorporation, by-laws or other governing or constituent documents of a corporation or other entity.
- (ccc) **“Owned Intellectual Property”** means all Intellectual Property relating to the Purchased Assets that is developed by, for or on behalf of, and is owned by the Vendor.
- (ddd) **“Parties”** means the parties to this Agreement.
- (eee) **“Permitted Encumbrances”** means (i) Liens for Taxes not yet due and delinquent, (ii) easements, encroachments, and other minor imperfections of title which do not, individually or in the aggregate, detract from the value of or impair the use or marketability of any real property, and (iii) Liens listed and described in Section 1.1(ddd) of the Disclosure Letter but only to the extent that such liens conform to their description in Section 1.1(ddd) Disclosure Letter.
- (fff) **“Person”** means and includes any individual, corporation, partnership, limited partnership, limited liability company, firm, joint venture, syndicate, association, trust, government, Governmental Authority and any other form of entity or organization.
- (ggg) **“Proprietary Information”** means: (i) with respect to any Party to this Agreement or any Affiliate of such Party, all financial, technical, commercial or other information, including data, materials, documents, customer lists, financial reports, business plans and marketing information that relate to the assets, liabilities, strategies or operations of the Business in relation to the Purchased Assets and the Parties hereto, which is disclosed or otherwise made available by such Party or such Affiliate to another Party to this Agreement or Affiliate in connection with the Transactions contemplated by this Agreement (or, in respect of the covenants by the Vendor contained in Section 5.12 hereof, information relating to the Business which is known by the Vendor); and (ii) each of the terms, conditions and other provisions contained in this Agreement and in the agreements or documents to be delivered pursuant to this Agreement. Notwithstanding the preceding sentence, the definition of Proprietary Information shall not include any information that: (a) is in the public domain at the time of disclosure to the recipient or enters the public domain after such disclosure through no breach by the recipient of any obligation owed to the discloser; (b) is lawfully possessed in writing by the recipient at the time of disclosure to such recipient and is not subject to any other contractual, legal or fiduciary obligation of confidentiality by the recipient in favour of the discloser; or (c) has been disclosed to a party by any third person, provided that the party to whom such disclosure has been made does not have actual knowledge that such person is prohibited from disclosing such information (either by reason of contractual, legal or fiduciary duty or obligation).

- (hhh) **“Purchase Price”** means an amount of \$1,000,000 to be delivered to the Vendor in accordance with the terms of the this Agreement.
- (iii) **“Purchased Assets”** has the meaning set out in the Recitals.
- (jjj) **“Purchaser”** has the meaning set for in the Recitals.
- (kkk) **“Released Parties”** has the meaning provided by Section 4.1 hereof.
- (lll) **“Software”** means all computer programs, operating systems, firmware and applications software (including all versions of Source Code and object code therefor), program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, and all other materials related to such software, if any.
- (mmm) **“Source Code”** means the human-readable form of a computer instruction, including, but not limited to, related system documentation, all comments and any procedural code.
- (nnn) **“Supplemental Disclosure”** has the meaning provided by Section 5.4(b) hereof.
- (ooo) **“Tax Returns”** means all returns, reports, declarations, statements, bills, schedules, forms or written information of, or in respect of, Taxes that are, or are required to be, filed with or supplied to any Taxing Authority.
- (ppp) **“Taxes”** means all federal, provincial, territorial, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority including: (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail, or excise tax; (ii) all withholdings on amounts paid to or by the relevant person; (iii) all employment insurance premiums, Canada, Québec and any other pension plan contributions or premiums; (iv) any fine, penalty, interest, or addition to tax; (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee; and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.
- (qqq) **“Taxing Authority”** means any federal, provincial, state, local or foreign Governmental Authority having responsibility for Taxes.
- (rrr) **“Third Party Claim”** has the meaning set forth in Section 9.7(a) hereof.
- (sss) **“Threshold Amount”** has the meaning set forth in Section 9.6(b) hereof.
- (ttt) **“Transactions”** means all transactions contemplated herein.

(uuu) **“Vendor”** has the meaning set for in the Recitals.

1.2 Exhibits and Disclosure Letter.

The exhibits attached to this Agreement and the Disclosure Letter are incorporated into this Agreement by reference and are deemed to be part hereof. The Disclosure Letter itself and all information contained in it is confidential information and may not be disseminated publicly unless: (i) it is required to be disclosed pursuant to Applicable Law or the rules of the NEO or the CSE, unless such law or rules permit the parties to refrain from disclosing the information for confidentiality or other purposes, (ii) for the genuine business purposes of the Purchaser (or any of its Affiliates) or the Business in relation to the Purchased Assets, or (iii) a Party needs to disclose it in order to enforce or exercise its rights under this Agreement or to a lender or financier or purchaser of assets, and in all such cases, only that information required to be disclosed shall be disclosed and all other information shall remain confidential. Notwithstanding the foregoing, the Purchaser shall have no obligation of confidentiality with respect to any information or material that: (i) becomes or has been part of general public or industry knowledge other than as a result of disclosure by the Purchaser (or any of its Affiliates) in breach of this Section 1.2, (ii) is or has been provided to the Purchaser (or any of its Affiliates) other than in the Disclosure Letter, or (iii) is independently developed by the Purchaser (or any of its Affiliates).

The exhibits to this Agreement are the following:

Exhibit “A”	Purchased Assets
Exhibit “B”	Licensing Agreement

1.3 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.4 Choice of Law and Attornment.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Parties agree that the courts of the Province of Ontario will have exclusive jurisdiction to determine all disputes and claims arising between the Parties.

1.5 Interpretation Not Affected by Headings or Party Drafting.

The division of this Agreement into articles, sections, paragraphs, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and the exhibits hereto and not to any particular article, section, paragraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. The Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

1.6 Number and Gender.

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 shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

1.7 Time of Essence.

Time shall be of the essence hereof.

1.8 Severability.

If any term or provision of this Agreement or of any of the exhibits attached hereto or of any agreement made in order to carry out the Transactions is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, all remaining terms and provisions of this Agreement, the exhibits attached hereto and such other agreements shall remain in full force and effect and enforceable to the fullest extent permitted by law.

**ARTICLE 2
PURCHASE AND SALE**

2.1 Purchased Assets.

On the terms and subject to the fulfilment of the conditions hereof, the Vendor will sell, transfer and assign to the Purchaser, and the Purchaser will purchase and accept from the Vendor, the Purchased Assets, free and clear of all Encumbrances, except Permitted Encumbrances.

2.2 Assumed Liabilities.

On the terms and subject to the conditions herein contained, at the Closing Time the Purchaser will assume and thereafter pay, perform, discharge and satisfy the liabilities, and only the liabilities, of the Vendor relating to the Purchased Assets as set forth below:

- (a) Assumed Liabilities related to the Purchased Assets incurred in the Ordinary Course of the Business which are existing and accrued up to the Closing Date in the amounts set forth in a certificate signed by the Chief Executive Officer of the Vendor; and
- (b) all liabilities and obligations arising on and after the Closing Date under the Assumed Contracts.

2.3 Purchase Price.

The Purchaser shall pay to the Vendor, or as directed by the Vendor in writing, by wire transfer of immediately available funds in accordance with wire instructions provided by the Vendor, the following:

- a) [*Redacted: Commercially Sensitive Information*] of the Purchase Price, by application of the Deposit, within two Business Days following the date of this Agreement; and
- b) the balance of the Purchase Price on the Closing Date.

2.4 Payment of Purchase Price.

The Purchaser shall pay to the Vendor, or as directed by the Vendor in writing, by wire transfer of immediately available funds in accordance with wire instructions provided by the Vendor, the Purchase Price on the Closing Date.

2.5 Allocation of Purchase Price.

The Purchase Price shall be allocated among the Purchased Assets and the Purchased Assets shall be acquired by the Purchaser, in the manner provided by Section 2.5 of the Disclosure Letter. The Vendor and the Purchaser agree that the values so attributed to the Purchased Assets are the respective fair market values thereof.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties by the Vendor.

The Vendor hereby represents and warrants to the Purchaser that as of the date hereof the statements contained in this Section 3.1 are correct and complete, except as set forth in the Disclosure Letter delivered contemporaneously herewith, and confirm that the Purchaser is relying upon the accuracy of such representations and warranties in connection with the purchase of the Purchased Assets and the completion of the other Transactions hereunder. All information that is necessary to make a given section of the Disclosure Letter complete and accurate but that is not fully disclosed in that section shall, nevertheless, be deemed to be complete and accurate if it is contained in another paragraph of the Disclosure Letter. The Disclosure Letter will be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this section. Without limiting the generality of the foregoing, the mere listing or inclusion of a copy of a document or other item shall not be deemed adequate to disclose an exception to a representation and warranty made herein, unless: (i) the representation or warranty has to do with the existence of the document or other item itself; or (ii) the disclosure is contained in the subsection of the Disclosure Letter which relates to a particular representation and warranty, and in respect of (ii), the mere listing or inclusion of a copy of a document or other item is sufficient to make clear to a reasonably informed reader the particulars of the matter so disclosed.

(1) *Corporate Authority and Binding Obligation.*

The Vendor has good right, full corporate power and absolute authority to enter into this Agreement and to sell, assign and transfer the Purchased Assets to the Purchaser in the manner contemplated herein and to perform all of the Vendor's obligations under this Agreement. The Vendor and its respective shareholders

and boards of directors have taken all necessary actions, steps and corporate and other proceedings to approve and authorize, validly and effectively, the entering into, execution, delivery and performance of this Agreement and each other agreement contemplated hereunder, and the sale and transfer of the Purchased Assets by the Vendor to the Purchaser and the completion of the other Transactions. This Agreement is a valid and legally binding obligation of the Vendor, enforceable against each of them in accordance with its terms, and at the Closing Time each other agreement contemplated hereby will have been duly authorized, executed and delivered by the Vendor and will constitute a valid and legally binding obligation of the Vendor enforceable against it in accordance with its terms, subject to:

- (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and
- (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

(2) *No Other Purchase Agreements.*

No person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment, for the purchase or other acquisition from the Vendor of the Purchased Assets, or any rights or interest therein, other than purchases of inventory items in the Ordinary Course of the Business.

(3) *Contractual and Regulatory Consents.*

Except for the Consents specified in Section 3.1(3) of the Disclosure Letter, the Vendor is not under any obligation, contractual or otherwise, to request or obtain the consent or approval of any person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any Governmental Authority are required to be obtained by the Vendor:

- (a) in connection with the execution, delivery or performance by the Vendor of this Agreement or any other agreement contemplated herein or the completion of any of the Transactions; or
- (b) to avoid the loss of any Licence.

Complete and correct copies of all Consents specified in Section 3.1(3) of the Disclosure Letter shall be provided to the Purchaser prior to the Closing Date.

(4) *Status and Licences.*

- (a) The Vendor is a body corporate duly incorporated and validly existing under the laws of its jurisdiction of incorporation. The Vendor has all necessary corporate power, authority and capacity to own its properties and to carry on its business as it is now being conducted.

All of the Licences are listed in Section 3.1(4) of the Disclosure Letter and are valid and subsisting. Complete and correct copies of the Licences have been delivered to the Purchaser. The Vendor is in compliance with all terms and conditions of the Licences, except where failure to be in compliance would not result in a Material Adverse Effect. There are no proceedings in progress, pending or, to the Knowledge of the Vendor,

threatened, which could result in the revocation, cancellation or suspension of any of the Licences.

- (b) The Vendor has not: (i) proposed a compromise or arrangement to its creditors generally or had one proposed on its behalf; (ii) had any application for a bankruptcy order filed against it; (iii) taken any proceeding with respect to a compromise or arrangement; (iv) taken any proceeding to make an assignment of all of its property for the general benefit of its creditors or to have itself declared bankrupt or wound up; (v) taken or been made the subject of any proceeding to have a receiver appointed over its property; (vi) had any encumbrancer take possession of any of its property; or (vii) had any execution, distress or analogous process become enforceable or become levied upon any of its property.

(5) Compliance with Organizational Documents, Agreements and Laws.

The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by the Vendor, and the completion of the Transactions, will not:

- (a) constitute or result in a Default under:
 - (i) any term or provision of any of the articles, by-laws or other Organizational Documents of the Vendor;
 - (ii) subject to obtaining the regulatory Consents referred to in the Disclosure Letter, any term or provision of any of the Licences; or
 - (iii) any Order of any court or Governmental Authority or any Applicable Law of any jurisdiction in which the Business is carried on;
- (b) result in the imposition of any Encumbrance upon any of the Purchased Assets; or
- (c) give any Governmental Authority or other person the right to challenge any of the Transactions or to exercise any remedy or obtain any relief under any Applicable Law.

(6) Financial Statements.

- (a) Attached as Section 3.1(6) of the Disclosure Letter are the following financial statements:
 - (i) audited consolidated financial statements for the Vendor (the “**Audited Financial Statements**”) as of and for the fiscal year ended November 30, 2021 (the “**Most Recent Fiscal Year End**”) including the Consolidated Statements of Financial Position, Consolidated Statements of Comprehensive Loss, Consolidated Statements of Changes in Equity and Consolidated Statements of Cash Flows, together with the notes to such financial statements and the opinion of the Vendor’s auditors on such financial statements; and
 - (ii) an unaudited condensed consolidated interim financial statements (the “**Most Recent Financial Statements**”) as of and for the three (3) month period ended February 28, 2022, for the Vendor;

(such financial statements are herein called the “**Financial Statements**”).

- (b) The Audited Financial Statements have been prepared in accordance with GAAP, consistently applied. Each of the Financial Statements presents fairly all of the assets and liabilities of the Vendor and the financial condition of the Vendor as of such dates and the results of operations of the Vendor for such periods, subject to, in the case of the Most Recent Financial Statements, normal year-end audit adjustments. Provided however, but except as disclosed in Section 3.1(6) of the Disclosure Letter, the Most Recent Financial Statements would not be subject to any adjustments or revisions arising from an audit of such Financial Statements which, individually or in the aggregate, would reflect any Material Adverse Change in the financial condition of the Vendor from that indicated by the Most Recent Financial Statements.
- (c) There has been no Material Adverse Change in the financial condition of the Purchased Assets since the date of the Most Recent Financial Statements.

(7) *Financial Records and Systems.*

- (a) All material financial transactions related to Purchased Assets have been recorded in the financial books and records of the Vendor in accordance with good business practice, and such financial books and records:
 - (i) accurately reflect in all material respects the financial condition of the Purchased Assets shown in the Financial Statements; and
 - (ii) together with all disclosures made in this Agreement or in the Disclosure Letter, present fairly the financial condition of the Purchased Assets as of and to the date hereof.

(8) *Assets.*

The Purchased Assets include all rights and property necessary to enable the Purchaser to carry on the Business in relation to the Purchased Assets after the Closing Date substantially in the same manner as it was conducted by the Vendor prior to the Closing Date.

(9) *Liabilities.*

There are no liabilities of or Claims against the Vendor (whether absolute or contingent, known or unknown, asserted or unasserted, choate or inchoate, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, and whether due or to become due in regardless of when asserted) of any kind whatsoever: (i) in respect of which the Purchaser may become liable (either by virtue of the terms of this Agreement or by operation of law or otherwise) on or after the consummation of the Transactions contemplated by this Agreement; or (ii) which may impact the value of the Purchased Assets, other than:

- (a) the Assumed Liabilities,
- (b) liabilities disclosed in Section 3.1(9) of the Disclosure Letter; and

- (c) liabilities, the existence of which, alone or in the aggregate, would not result in a Material Adverse Effect.

(10) *Litigation.*

- (a) Except for the matters referred to in Section 3.1(10) of the Disclosure Letter:
 - (i) there are no litigation, arbitration or administrative proceedings pending and there is no Claim pending or, to the Knowledge of the Vendor, threatened or affecting the Purchased Assets, at law or in equity, or before or by any court, arbitrator or Governmental Authority; and
 - (ii) to Knowledge of the Vendor, there exist no grounds on which any such proceeding or Claim might be commenced or made with any reasonable likelihood of success.
- (b) Except as described in Section 3.1(10) of the Disclosure Letter:
 - (i) there is no Order to which any of the Purchased Assets are subject and the Vendor is not subject to any Order that relates to the Purchased Assets;
 - (ii) the Vendor is in full compliance with all the terms and conditions of each Order referred to in Section 3.1(10) of the Disclosure Letter and has been in compliance since the date on which each Order was made; and
 - (iii) no event has occurred and no circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation of or failure to comply with any term or condition of any such Order.

The Vendor has not received any notice or other communication from any Governmental Authority or other person regarding any actual or alleged violation or failure to comply with any term or condition of any such Order.

(11) *Title to Assets.*

The Vendor is the owner of and have good and marketable title to all of the Purchased Assets, including, without limitation, all Purchased Assets reflected in the Audited Financial Statements in respect of the fiscal year ended November 30, 2021 and in the Most Recent Financial Statements and all Purchased Assets acquired by the Vendor after the Most Recent Fiscal Year End, free and clear of all Encumbrances whatsoever, except for:

- (a) Licences;
- (b) Licensed Intellectual Property;
- (c) Permitted Encumbrances; and
- (d) the Encumbrances described in Section 3.1(11) of the Disclosure Letter, all of which will be discharged prior to the conveyance of the Purchased Assets to the Purchaser at the Closing Time unless such Encumbrances are Permitted Encumbrances.

(12) ***Intellectual Property.***

- (a) Section 3.1(12) of the Disclosure Letter lists and contains a description of all registered or issued Intellectual Property (other than Proprietary Information) owned or used by the Vendor in the Business in relation to the Purchased Assets. Section 3.1(12) of the Disclosure Letter identifies the Intellectual Property separately as Owned Intellectual Property or Licensed Intellectual Property as it relates to the Purchased Assets.
- (b) The Vendor has good and valid title to all of the Owned Intellectual Property, free and clear of any and all Encumbrances except as disclosed in Section 3.1(12) of the Disclosure Letter. The Vendor is listed in the records of the appropriate governmental agency as the sole owner of record for all registered or issued Intellectual Property, or applications for registered or issued Intellectual Property, (if any) in respect of the Owned Intellectual Property listed in Section 3.1(12) of the Disclosure Letter (hereinafter called the “**Registrations**”). Except as indicated in Section 3.1(12) of the Disclosure Letter, all of the Registrations: (i) have been duly maintained, including the submission of all necessary filings in accordance with the legal and administrative requirements of the appropriate jurisdictions; (ii) have not lapsed, expired or been abandoned; and (iii) are valid, subsisting and in proper form and enforceable. All maintenance fees in respect of the Registrations have been paid. Section 3.1(12) of the Disclosure Letter sets out the deadlines for any maintenance fees in respect of the Registrations.
- (c) Except as specified in Section 3.1(12) of the Disclosure Letter: (i) the Vendor has an exclusive or non-exclusive right to use the Licensed Intellectual Property; and (ii) no licence, royalty, support, maintenance or other fee is required to be paid by the Vendor or any other person in respect of the use of any of the Intellectual Property. All Licensed Intellectual Property is duly and properly licensed to the Vendor and the Vendor has paid all fees with respect thereto.
- (d) The Owned Intellectual Property and the Licensed Intellectual Property (together, the “**Business Intellectual Property**”) constitute all of the Intellectual Property required for the proper carrying on of the Business as presently conducted and as intended to be conducted following the Closing Date in relation to the Purchased Assets.
- (e) The Vendor has protected its rights in the Business Intellectual Property in the manner that a reasonably prudent person would do. To the Knowledge of the Vendor, nothing has been done or omitted to be done by the Vendor, and, to the Knowledge of the Vendor, nothing has been done or omitted to be done by any other party, which would jeopardize the validity, enforceability or subsistence of any of the Business Intellectual Property.
- (f) Except as indicated in Section 3.1(12) of the Disclosure Letter, the Vendor has the exclusive right to use all of the Owned Intellectual Property. The Vendor has the exclusive or non-exclusive right to use the Licensed Intellectual Property. The Vendor has not granted any licence or other rights to any other person in respect of the Owned Intellectual Property or a sub-licence to the Licensed Intellectual Property.
- (g) There are no restrictions on the ability of the Vendor or, any successor to or assignee from the Vendor to use and exploit all rights in the Business Intellectual Property, other than restrictions imposed by the licensors pertaining to the Licensed Intellectual Property. To

the Knowledge of the Vendor, no Proprietary Information or other trade secrets, know-how, confidential information or other proprietary right of the Vendor has been disclosed or authorized to be disclosed to any person other than in the Ordinary Course of the Business. No Proprietary Information or other trade secret, know-how, confidential information or other proprietary right of the Vendor has been invalidated or committed to the public domain.

- (h) None of the former or present employees, officers, directors, independent contractors or services providers of the Vendor hold any right, title or interest, directly or indirectly, in whole or in part, in or to any part of the Owned Intellectual Property, or has asserted any claim with regard to any Owned Intellectual Property. The Owned Intellectual Property was developed either by employees of the Vendor during the time they were employed by the Vendor or independent contractors hired by the Vendor, and all rights arising from the work of such employees and independent contractors in respect of the Owned Intellectual Property are owned by the Vendor. All employees, independent contractors and services providers of the Vendor who have contributed to the development of Business Intellectual Property have entered into written agreements with the Vendor: (A) to maintain the confidentiality of all confidential information relating to Business Intellectual Property and (B) providing that all work product developed by them relating to Business Intellectual Property is the property of the Vendor and has been assigned to the Vendor and such employees and independent contractors have waived all of their rights, including any moral rights which were applicable, to such work product and other rights relating to the Business Intellectual Property. To the Knowledge of the Vendor, no current or former employee or third party contractor of the Vendor is a party to any contract with any other person (including, without limitation, any former employer or client) which contains any restrictive covenants on the ability of such employee or independent contractor to discharge their obligations to the Vendor. No employee of the Vendor or independent contractor, during his or her period of engagement by the Vendor, has developed or assisted in any enhancement of the Business Intellectual Property (other than enhancements included in and forming part of the Business Intellectual Property) or the development of any product based upon the Business Intellectual Property or any part thereof which is not included in the Business Intellectual Property.
- (i) Neither the use of the Business Intellectual Property nor the conduct of the Business in relation to the Purchased Assets as presently conducted by the Vendor infringes, or otherwise violates the Intellectual Property rights of any other person or contravenes any Applicable Law, Order or restrictive covenant.
- (j) Except as indicated in Section 3.1(12) of the Disclosure Letter, (i) to the Knowledge of the Vendor, no person has infringed or breached or is infringing or breaching any rights of the Vendor in and to the Business Intellectual Property and (ii) there have been no Claims, applications, disputes, oppositions or proceedings in relation to the Owned Intellectual Property and there are no other facts, matters or circumstances which might have a Material Adverse Effect on the ownership of the Owned Intellectual Property, or, following completion of the Transactions hereunder, the right of the Purchaser to use, exploit or enforce anywhere in the world any of the Owned Intellectual Property.

- (k) Except as disclosed in Section 3.1(12) of the Disclosure Letter, no government funding, facilities or resources of a university, college, other educational institution or research centre or funding from third parties was used in the development of the Owned Intellectual Property and no Governmental Authority, university, college, other educational institution or research centre has any claim or right in or to the Owned Intellectual Property. No current or former employee or independent contractor of the Vendor who was involved in, or who contributed to, the creation or development of any Owned Intellectual Property, has performed services for a Governmental Authority, a university, college or other educational institution, or a research centre, during a period of time during which such employee or independent contractor was also employed by and/or performing services for the Vendor.
- (l) Subject to obtaining the Consents, the Vendor is entitled to assign all of their rights and interest in and to the Business Intellectual Property to the Purchaser.

(13) *Material Contracts.*

- (a) The Material Contracts described in Section 3.1(13) of the Disclosure Letter constitute all Contracts to which the Vendor is a party and which are material to the Purchased Assets, except for Contracts pertaining to credit facilities, bonds, debentures, mortgages, promissory notes and other agreements or commitments relating to the borrowing of money or any guarantee.

True and complete copies of all Material Contracts listed in Section 3.1(13) of the Disclosure Letter have been provided to the Purchaser.

- (b) Except as disclosed in Section 3.1(13) of the Disclosure Letter, each of the Assumed Contracts constitutes a legal, valid and binding obligation enforceable in accordance with its terms against the Vendor and, to the Knowledge of the Vendor, against all other parties to such Assumed Contracts, subject to the availability of equitable remedies and the effect of bankruptcy, insolvency and similar laws affecting the rights of creditors generally. Each Assumed Contract was entered into by the Vendor with counterparties reasonably believed by the Vendor to be financially responsible and capable of carrying out their obligations thereunder.

(14) *Good Standing of Contracts.*

- (a) All of the Assumed Contracts are now in good standing and in full force and effect and the Vendor is entitled to all benefits thereunder.
- (b) The Vendor is not, and at all times since November 12, 2020, has not been, in Default of any of its obligations under any Assumed Contracts, to the extent that such Default would have or could reasonably be expected to have a Material Adverse Effect on the Purchased Assets.
- (c) To the Knowledge of the Vendor, the other parties to the Assumed Contracts are not in Default of any of their obligations thereunder, to the extent that such Default would have or could reasonably be expected to have a Material Adverse Effect on the Purchased Assets.

- (d) There are no Assumed Contracts under which the Vendor's rights or the performance of its obligations are dependent upon or supported by the guarantee of or any security provided by any other person.

(15) *Compliance with Laws.*

Except as disclosed in Section 3.1(15) of the Disclosure Letter, the Vendor has not been, and has not since November 12, 2020 been, in violation of any federal, provincial, municipal or other law or regulation of any government or Governmental Authority which violation would have a Material Adverse Effect on the Vendor. No event has occurred and no circumstances exist that (without or with notice or lapse of time) may constitute or result in a material violation by the Vendor of any such law or regulation.

(16) *Reports.*

With respect to the Purchased Assets, the Vendor has complied in all material respects with its obligations to all applicable Governmental Authorities to file complete and correct copies of all forms, reports, schedules, statements and other documents required to be filed by it, and such documents: (i) do not contain any misrepresentation of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (ii) comply in all material respects with the requirements of Applicable Law.

(17) *Investment Banking and Broker's Fees.*

There is no investment banker, M&A advisor, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of the Vendor who might be entitled to any fee or commission in connection with the Transactions hereunder, except for any firm whose fees will be paid in full by the Vendor.

(18) *Complete Conveyance.*

The Purchased Assets include all rights, properties, interests, assets (both tangible and intangible) and agreements necessary to enable the Purchaser to carry on the Business in relation to the Purchased Assets, as it relates to the Purchased Assets, in the same manner and to the same extent as it has been carried on by the Vendor prior to the date hereof.

(19) *Purchased Assets.*

The Purchased Assets do not constitute all, or substantially all, of the assets of the Vendor for the purposes of the CBCA and, other than the Key Employee, there are no employees of the Vendor that provide service in respect the Purchased Assets or that are associated with the Purchased Assets.

(20) *Labour Union, Employee Association.*

No commitments have been made to recognize any labour union, employee association or similar entity with respect to the Business, and no collective bargaining agreement is currently being negotiated or is currently subject to negotiation or renegotiation by the Vendor with respect to employees of the Vendor. Further, no application or petition for an election of or for certification of a collective bargaining agent is pending and no grievance or arbitration proceeding exists that might have an adverse effect upon the Vendor.

3.2 Representations and Warranties by the Purchaser.

The Purchaser hereby represents and warrants to the Vendor that as of the date hereof the statements contained in this Section 3.2 are true and correct and confirms that the Vendor is relying upon the accuracy of such representations and warranties in connection with the sale of the Purchased Assets and the completion of the other Transactions hereunder:

(1) *Corporate Authority and Binding Obligation.*

The Purchaser has good right and full corporate power, authority and capacity to execute and deliver this Agreement, to purchase the Purchased Assets from the Vendor in the manner contemplated herein, to carry out all of the other Transactions to which it is a party and to perform all of the Purchaser's obligations under this Agreement. The Purchaser and its shareholders and board of directors have taken all necessary actions, steps and corporate and other proceedings to approve and authorize, validly and effectively, the entering into and the execution, delivery and performance of this Agreement and each other agreement contemplated hereunder, the purchase of the Purchased Assets by the Purchaser from the Vendor and the completion of the other Transactions. This Agreement is a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, and at the Closing Time, each other agreement contemplated hereby will have been duly authorized, executed and delivered by the Purchaser and will constitute a valid and legally binding obligation of the Purchaser enforceable against it in accordance with its terms, subject to:

- (a) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally; and
- (b) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

(2) *Contractual and Regulatory Approvals.*

The Purchaser is not under any obligation, contractual or otherwise, to request or obtain the consent or approval of any person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any Governmental Authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement or any other agreement contemplated herein or the completion of any of the Transactions.

(3) *Status of Purchaser.*

The Purchaser is a body corporate duly incorporated and validly existing under the laws of its jurisdiction of incorporation. The Purchaser has all necessary corporate power, authority and capacity to carry on its business and activities. The Purchaser is duly licensed, registered and qualified as a corporation to do business, is up-to-date in the filing of all required corporate returns and other notices and filings and is otherwise in good standing in all respects, in each jurisdiction in which:

- (a) it owns or leases property; or
- (b) the nature or conduct of its business or any part thereof, or the nature of the property of the Purchaser or any part thereof, makes such qualification necessary or desirable.

(4) *Compliance with Organizational Documents, Agreements and Laws.*

The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by the Purchaser, and the completion of the Transactions, will not:

- (a) constitute or result in a Default under:
 - (i) any term or provision of any of the articles, by-laws or other Organizational Documents of the Purchaser;
 - (ii) the terms of any Contract to which the Purchaser is a party or by which it is bound;
 - (iii) any term or provision of any licences, registrations or qualifications of the Purchaser; or
 - (iv) any Order of any court or any Governmental Authority or any Applicable Law or regulation of any jurisdiction; or
- (b) give any Governmental Authority or other person the right to challenge any of the Transactions or to exercise any remedy or obtain any relief under any Applicable Law.

(5) *Investment Banking and Brokers' Fees.*

There is no investment banker, M&A advisor, broker, finder or other intermediary who has been retained by or is authorized to act on behalf of the Purchaser who might be entitled to any fee or commission in connection with the Transactions hereunder, except for any firm whose fees will be paid in full by the Purchaser.

**ARTICLE 4
ACKNOWLEDGEMENT AND RELEASE**

4.1 Acknowledgement and Release

THE PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) THE ACQUISITION OF THE PURCHASED ASSETS SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS BASIS", SUBJECT TO PERMITTED ENCUMBRANCES AND REASONABLE WEAR AND TEAR FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING TIME, AND (II) NEITHER THE VENDOR, NOR ANY OF ITS RESPECTIVE SHAREHOLDERS, MEMBERS, PARTNERS, TRUSTEES, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES, NOR ANY PERSON PURPORTING TO REPRESENT ANY OF THE FOREGOING (COLLECTIVELY, THE "RELEASED PARTIES"), HAVE MADE ANY REPRESENTATION, WARRANTY, GUARANTEE, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE PURCHASED ASSETS OR ANY PORTION THEREOF, WRITTEN OR ORAL, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED HAVE BEEN MADE AS TO (A) THE CONDITION, SUITABILITY, EXISTENCE OF LATENT DEFECTS, AND QUALITY OF THE PURCHASED ASSETS, OR (B) PAST, PRESENT OR FUTURE REVENUES OR

EXPENSES WITH RESPECT TO THE PURCHASED ASSETS. THE PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS CONDUCTED AND COMPLETED DUE DILIGENCE IN RESPECT OF THE PURCHASED ASSETS, AND THE PURCHASER IS NOT RELYING ON ANY STATEMENT MADE OR INFORMATION PROVIDED TO THE PURCHASER BY THE VENDOR, OR ANY PERSON PURPORTING TO REPRESENT THE VENDOR, EXCEPT AS EXPRESSLY MADE BY THE VENDOR IN THIS AGREEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PURCHASER (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE PURCHASER) HEREBY FULLY AND IRREVOCABLY RELEASES THE RELEASED PARTIES, FROM ANY AND ALL CLAIMS THAT THE PURCHASER MAY NOW OR HEREAFTER HAVE AGAINST THE RELEASED PARTIES FOR ANY LOSSES, WHETHER FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED IN ANY WAY TO THE PURCHASED ASSETS, EXCEPT FOR CLAIMS AGAINST THE VENDOR BASED UPON THE VENDOR'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR IN ANY DOCUMENTS OF CONVEYANCE DELIVERED BY THE VENDOR TO THE PURCHASER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, INCLUDING ANY CLOSING DOCUMENT, SAVE AND EXCEPT FOR SUCH LIABILITIES AS ARE CAUSED BY THE ACTUAL FRAUD OF ANY RELEASED PARTY.

THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESS TERMS AND PROVISIONS INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED LOSSES. THE PURCHASER HEREBY SPECIFICALLY ACKNOWLEDGES THAT SUCH RELEASE IS MADE WITH THE ADVICE OF COUNSEL AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CONSEQUENCES AND EFFECTS OF SUCH RELEASE AND THAT SUCH RELEASE IS A MATERIAL PART OF THIS AGREEMENT. UPON CONSUMMATION OF THE CLOSING HEREUNDER, THE FOREGOING RELEASE SHALL BE DEEMED TO BE RESTATED AND MADE AGAIN ON THE CLOSING DATE.

THE PROVISIONS OF THIS SECTION 4.1 ARE MATERIAL AND INCLUDED AS A MATERIAL PORTION OF THE CONSIDERATION GIVEN TO THE VENDOR BY THE PURCHASER IN EXCHANGE FOR THE VENDOR'S PERFORMANCE HEREUNDER. THE PROVISIONS CONTAINED IN THIS SECTION 4.1 SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

ARTICLE 5 COVENANTS

5.1 Exclusivity.

- (a) The Vendor acknowledges and agrees that, commencing on the date of this Agreement and until the earlier of the Closing Time and the date on which this Agreement is terminated according to its terms (the "**Exclusivity Period**"), the Purchaser shall have the sole and exclusive right to purchase the Purchased Assets and to carry out the Transactions contemplated hereunder.
- (b) During the Exclusivity Period, the Vendor shall not, and shall not authorize or permit any of its officers, directors, employees or agents, directly or indirectly, to:

- (i) solicit, initiate, encourage or induce the submission of any proposal or offer (an “**Acquisition Proposal**”) from any person relating to the acquisition of any or all of the Purchased Assets or the shares of the Vendor or any merger, amalgamation or other business combination or similar transaction by the Vendor with any other person;
 - (ii) participate in any discussions or negotiations regarding any Acquisition Proposal;
 - (iii) furnish any information to any person in connection with or in response to an Acquisition Proposal; or
 - (iv) enter into or execute any letter of intent or other binding or non-binding Contract contemplating or otherwise relating to any Acquisition Proposal.
- (c) If the Vendor receives any Acquisition Proposal at any time during the Exclusivity Period, the Vendor shall promptly advise the Purchaser and provide to it all material facts contained in such Acquisition Proposal.
- (d) The Vendor hereby represents and warrants that it has suspended all prior discussions and negotiations, if any, with any other person regarding any Acquisition Proposal.
- (e) The Vendor acknowledges that the agreements contained in this Section 5.1 are an integral part of the Transactions, and that without these agreements the Purchaser would not enter into this Agreement.

5.2 Investigation of Business and Examination of Documents

During the Interim Period, the Vendor will provide and will cause its representatives to provide access to, and will permit the Purchaser and its representatives to make such investigation of, the operations, properties, assets and records of the Vendor and of its financial and legal condition as the Purchaser deems necessary or advisable to familiarize itself with the Purchased Assets. Without limiting the generality of the foregoing, during the Interim Period, the Vendor will permit the Purchaser and its representatives to have access to the senior management personnel of the Business in relation to the Purchased Assets and the premises used in connection with the Purchased Assets in such manner and at such times as may be reasonably requested by the Purchaser, and will produce on request by the Purchaser for inspection and provide copies to the Purchaser of:

- (a) all Contracts and other documents referred to in Section 3.1 hereof or in the Disclosure Letter and all other documents of or in its possession relating to the Purchased Assets;
- (b) all books, records, accounts, and financial statements of the Vendor relating to the Purchased Assets; and
- (c) all other information which, in the reasonable opinion of the Purchaser’s representatives, is required in order to make an examination of the Purchased Assets.

Notwithstanding anything else in this Agreement, such investigations and inspections shall not mitigate or affect the representations and warranties of the Vendor hereunder, which shall continue in full force and effect.

5.3 Conduct of Business.

(1) *Positive Covenants.*

During the Interim Period, unless the Purchaser provides its consent in writing, the Vendor will:

- (a) use the Purchased Assets only in the Ordinary Course of the Business;
- (b) use commercially reasonable efforts to ensure that the representations and warranties in Section 3.1 hereof remain true and correct at the Closing Time, with the same force and effect as if such representations and warranties were made at and as of the Closing Time;
- (c) use commercially reasonable efforts to preserve the condition of the Purchased Assets;
- (d) keep in full force all insurance policies currently in place; and
- (e) take all actions within its control to perform all of its obligations falling due during the Interim Period under all Contracts to which it is a party or by which it is bound in relation to the Purchased Assets.

(2) *Negative Covenants.*

During the Interim Period, unless the Purchaser provides its consent in writing, the Vendor shall not:

- (a) create, incur or assume any Encumbrance upon any of the Purchased Assets;
- (b) sell or otherwise dispose of any of the Purchased Assets other than sales of inventory in the Ordinary Course of the Business;
- (c) terminate or waive any right of substantial value of the Purchased Assets;
- (d) terminate any Material Contract; or
- (e) otherwise deal in Cybin Common Shares in a manner that is prohibited under applicable Canadian Securities Laws.

5.4 Notice of Certain Events.

During the Interim Period, the Vendor will, as soon as possible, notify the Purchaser of:

- (a) any facts that come to its attention which would or could reasonably be expected to cause or constitute a breach of any of the Vendor's representations and warranties herein contained as of the date of this Agreement;
- (b) any facts that come to its attention occurring after the date of this Agreement which would or could reasonably be expected to cause or constitute a breach of any of the Vendor's representations and warranties herein contained if such representations or warranties had been made at the time of occurrence or discovery of such fact; and the Vendor will promptly deliver to the Purchaser a supplement to the Disclosure Letter (herein called

“**Supplemental Disclosure**”) specifying in reasonable detail any change required to be made in the Disclosure Letter if the Disclosure Letter had been dated the date of the occurrence or discovery of such fact and the Disclosure Letter shall be deemed to have been amended thereby for all purposes of this Agreement;

- (c) any Material Adverse Change to the condition of the Purchased Assets;
- (d) the occurrence of any breach of any covenant made by the Vendor pursuant to this Article 5 Covenants;
- (e) the occurrence of any event that may make the satisfaction of any of the conditions contained in Article 6 Conditions impossible or unlikely;
- (f) without limiting the generality of the foregoing, any communication received from any person alleging that the consent of such person (or another person) is or may be required in connection with the Transactions or that such consent will or may be withheld or be unobtainable on a timely basis or without unreasonable effort or expense;
- (g) any communication received from any Governmental Authority in connection with the Transactions or the Purchased Assets; and
- (h) without limiting the generality of the foregoing, any Claims, investigations or proceedings commenced or threatened against the Vendor in relation to the Purchased Assets that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.1 hereof or which relate to the consummation of the Transactions.

5.5 Proceedings for Transfer of Purchased Assets.

At or before the Closing Time, the Vendor will cause all necessary steps and corporate proceedings to be taken in order to authorize and permit the Purchased Assets to be duly and regularly transferred to the Purchaser.

5.6 Obtaining Consents.

The Vendor and the Purchaser will each use commercially reasonable efforts to obtain, prior to the Closing Date, the Consents referred to in Section 3.1(3) hereof.

5.7 Transfer of Assumed Contracts.

At the Closing Time, the Vendor will deliver to the Purchaser:

- (a) an executed original of each of the Assumed Contracts;
- (b) one or more forms of assignment of the Assumed Contracts in form acceptable to the Purchaser, acting reasonably; and
- (c) consents to the assignment of all of the Assumed Contracts under which consent is required, executed by all persons whose consent is required in form acceptable to the Purchaser, acting reasonably.

5.8 Insurance.

The Vendor will use commercially reasonable efforts to assist the Purchaser in obtaining and putting in place adequate insurance in relation to the Purchased Assets at or prior to the Closing Time.

5.9 Covenants to Fulfill Conditions.

During the Interim Period, the Vendor will use commercially reasonable efforts, and will co-operate with the Purchaser, in causing the conditions in Section 6.1 hereof to be satisfied prior to the Closing Time (including, without limitation, the execution and delivery of any documents reasonably required in connection with satisfying such conditions). Provided, however, that the Vendor will provide to the Purchaser for its review and approval any such documents prior to submitting such documents to the applicable persons.

5.10 Conveyances of Purchased Assets.

- (a) Prior to the Closing Time, the Vendor will discharge any and all Encumbrances other than Permitted Encumbrances on the Purchased Assets, in form acceptable to the Purchaser, acting reasonably. At the Closing Time, the Vendor will deliver to the Purchaser good and marketable title to and exclusive possession of the Purchased Assets, free and clear of any and all Encumbrances other than Permitted Encumbrances.
- (b) At the Closing Time, the Vendor will execute and deliver to the Purchaser one or more forms of general conveyance, bills of sale and Intellectual Property assignment agreements in respect of the assignment, conveyance, transfer and delivery of the Purchased Assets (including Intellectual Property) to the Purchaser in form acceptable to the Purchaser, acting reasonably.

5.11 Purchaser's Confidentiality Covenant.

- (a) Prior to the Closing Time and, if the Transactions contemplated hereby are not completed, at all times after the Closing Time, the Purchaser will keep confidential, and will cause its officers, directors, shareholders, employees, agents and advisors to keep confidential, all Proprietary Information obtained relating to the Purchased Assets and the Vendor.
- (b) The Purchaser may disclose such Proprietary Information only to those of its employees and representatives of its advisors who need to know such Proprietary Information for the purposes of evaluating and implementing the Transactions contemplated hereby and provided they are informed by the Purchaser of the confidential nature of such Proprietary Information and are directed by the Purchaser to treat such Proprietary Information confidentially. The Purchaser will be responsible for any failure to treat any such Proprietary Information confidentially by such persons. Notwithstanding the foregoing provisions of this paragraph, the obligation to maintain the confidentiality of such Proprietary Information will not apply to the extent that disclosure of such Proprietary Information was for the purpose of complying with Canadian Securities Laws or in connection with governmental or other applicable filings relating to the Transactions hereunder, provided that, in such case, unless the Vendor otherwise agree, the Purchaser will, if possible, request confidentiality in respect of such governmental or other filings.

- (c) The Purchaser further agrees that it will not use any such Proprietary Information, or any other information that is derived by the Purchaser from inspection or evaluation of such Proprietary Information, for any purpose other than: (i) in connection with the Purchaser's consideration of the purchase of the Purchased Assets hereunder; (ii) to the extent necessary to assist in obtaining any of the Consents or, with the prior approval of the Vendor, any approvals required by the Purchaser in order to carry out the Transactions; or (iii) to enforce the rights and remedies of the Purchaser hereunder.
- (d) If the Transactions are not completed for any reason, the Purchaser will, and will cause its officers, directors, shareholders, employees, agents, advisors to, return immediately, without retaining any copies thereof, all materials and documents obtained from the Vendor which are subject to confidentiality obligations under this section or, upon request by the Vendor, will destroy all such materials and documents.
- (e) It is acknowledged and agreed by the parties that damages resulting from a breach of the covenants in this Section 5.11 may be impossible to measure accurately and may be an insufficient remedy and accordingly, in addition to damages in respect thereof, the Vendor shall be entitled as a matter of right to seek an injunction to prevent a breach of the covenants under this section.

5.12 Vendor's Confidentiality Covenants.

- (a) The Vendor will keep confidential, and will cause its officers, directors, shareholders, employees, agents and advisors to keep confidential, all Proprietary Information obtained by them relating to the Purchaser and, if the Transactions contemplated hereby are completed, at all times after the Closing Time, the Vendor will keep confidential, and will cause its officers, directors, shareholders, employees, agents and advisors to keep confidential, all Proprietary Information known by them relating to the Purchased Assets.
- (b) The Vendor may disclose such Proprietary Information relating to the Purchaser (the "**Purchaser Proprietary Information**") only to those of its employees and representatives of its advisors who need to know such Purchaser Proprietary Information for the purpose of evaluating and implementing the Transactions contemplated hereby and provided they are informed by the Vendor of the confidential nature of such Purchaser Proprietary Information and are directed by the Vendor to treat such Purchaser Proprietary Information confidentially. The Vendor will be responsible for any failure to treat any such Purchaser Proprietary Information confidentially by such persons. Notwithstanding the foregoing provisions of this paragraph, the obligation to maintain the confidentiality of such Purchaser Proprietary Information will not apply to the extent that such Purchaser Proprietary Information is required in connection with governmental or other applicable filings relating to the Transactions hereunder, provided that, in each case, unless the Purchaser otherwise agrees, the Vendor will, if possible, request confidentiality in respect of such governmental or other filings.
- (c) The Vendor further agree that it will not use any Purchaser Proprietary Information disclosed by the Purchaser to them or any information that is derived by them from inspection or evaluation of the Purchaser Proprietary Information for any purpose other than: (i) in connection with its consideration of the sale of the Purchased Assets hereunder

and consummation of the Transactions; (ii) to the extent necessary to obtain any of the Consents; and (iii) to enforce the rights and remedies of the Vendor hereunder.

- (d) All Purchaser Proprietary Information will remain the exclusive property of the Purchaser.
- (e) If the Transactions are not completed for any reason, the Vendor will, and will cause its officers, directors, shareholders, employees, agents and advisors to, return immediately, without retaining any copies thereof, all materials and documents obtained from the Purchaser which are subject to confidentiality obligations under this section or, upon request by the Purchaser, will destroy all such materials and documents.
- (f) It is acknowledged and agreed by the Parties that damages resulting from a breach of the covenants in this Section 5.12 may be impossible to measure accurately and may be an insufficient remedy and accordingly, in addition to claiming damages in respect thereof, the Purchaser shall be entitled as a matter of right to seek an injunction to prevent a breach of the covenants under this section.

ARTICLE 6 CONDITIONS

6.1 Mutual Conditions to the Obligations of the Parties

Notwithstanding anything herein contained, the obligations of the Parties to complete the Transactions provided for herein will be subject to the fulfilment of the following conditions at or prior to the Closing Time (and the Parties shall use commercially reasonable efforts to cause such conditions to be fulfilled insofar as they relate to matters within their respective control):

(1) *Governmental Approvals, etc.*

Any consents, orders, authorizations, approvals and waivers of or from Governmental Authority, including regulatory and judicial approvals and orders, required or reasonably considered to be necessary or desirable for the completion of the Transactions shall have been obtained or received from applicable Governmental Authority having jurisdiction in the circumstances, and all other applicable regulatory requirements and conditions shall have been complied with.

(2) *Governmental Orders, Decrees, etc.*

There shall not be in force any order or decree restraining or enjoining the consummation of the Transactions, and there shall be no proceeding, whether of a judicial or administrative nature or otherwise brought by a Governmental Authority, that related to or results from the Transactions that would, if successful, result in an order or ruling that would preclude completion of the Transaction in accordance with the terms and conditions hereof or thereof or which would otherwise be inconsistent with any approvals which have been obtained. No Claim shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, provincial, local, or foreign jurisdiction or before any arbitrator wherein an unfavourable injunction, judgment, order, decree, ruling, or charge would:

- (a) prevent consummation of any of the Transactions;
- (b) cause any of the Transactions to be rescinded following consummation;

- (c) materially and adversely impact upon the right of the Purchaser, directly or indirectly, to own the Purchased Assets; or
- (d) have a Material Adverse Effect on the right of the Parties to own their respective assets and to operate their businesses (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect).

(3) CSE Filings

The Vendor shall have made all filings as are required to be made to the CSE, and shall have received all necessary approvals from the CSE, if any.

(4) Shareholder Approval

To the extent required by the NEO, the CSE or otherwise under Applicable Law, the holders of Cybin Common Shares and the holders of Enttheon Common Shares shall have passed a resolution approving the Transactions, at a duly held special meeting of holders of Cybin Common Shares and holders of Enttheon Common Shares, respectively, (or an adjournment or postponement thereof) and such resolutions shall remain in full force and effect, without amendment or rescission.

6.2 Conditions to the Obligations of the Purchaser.

Notwithstanding anything herein contained, the obligation of the Purchaser to complete the Transactions provided for herein will be subject to the fulfilment of the following conditions at or prior to the Closing Time.

(1) Accuracy of Representations and Warranties.

The representations and warranties of the Vendor contained in this Agreement or in any documents delivered in order to carry out the Transactions contemplated hereby shall be true and accurate in all material respects (and for this purpose all qualifications in such representations and warranties referring to any Material Adverse Effect or materiality shall be disregarded) on the date hereof and at the Closing Time with the same force and effect as though such representations and warranties had been made as of the Closing Time (after giving effect to any Supplemental Disclosure that the Vendor may have made pursuant to Section 5.4 hereof provided that such Supplemental Disclosure: (i) relates only to an event or occurrence: (A) occurring or arising after the date hereof; and (B) which is not within the control or direction of the Vendor; (ii) does not have a Material Adverse Effect on the Purchased Assets; and (iii) does not result in the representation and warranties of the Vendor made as of the date hereof being untrue or inaccurate in any respect as of the date of this Agreement).

(2) Performance of Covenants.

The Vendor shall have complied, in all material respects (except with respect to obligations qualified by materiality, in which case in all respects) with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Time.

(3) Certificates.

The Vendor shall have delivered to the Purchaser:

- (a) a certificate confirming that the facts with respect to each of such representations and warranties by the Vendor are as set out herein at the Closing Time, in all material respects, (and after giving effect to any Supplemental Disclosure by the Vendor pursuant to Section 5.4) and that the Vendor has performed, in all material respects, all covenants required to be performed by it hereunder; and
- (b) the certificate referred to in Section 2.2(a) hereof.

(4) *Material Adverse Changes.*

No Material Adverse Change will have occurred during the Interim Period.

(5) *No Restraining Proceedings.*

No Order, decision or ruling of any court, tribunal or Governmental Authority having jurisdiction shall have been made, and no action or proceeding shall be pending or threatened which, in the opinion of counsel to the Purchaser, is likely to result in an Order:

- (a) to disallow, enjoin, prohibit or impose any limitations or conditions on the purchase and sale of the Purchased Assets contemplated hereby or the right of the Purchaser to acquire or own the Purchased Assets, or
- (b) to impose any limitations or conditions which may have a Material Adverse Effect on the Purchased Assets.

(6) *Consents.*

All approvals to be obtained from all third parties and Governmental Authorities in order to carry out the Transactions contemplated hereby in compliance with all Applicable Laws and Contracts binding upon the Vendor, and to permit the Business, as it relates to the Purchased Assets, to be carried on by the Purchaser as now conducted in all material respects, shall have been obtained, including the Consents referred to in Section 3.1(3) of the Disclosure Letter, on terms and in form acceptable to the Purchaser, acting reasonably.

(7) *Key Employee.*

Prior to the Closing Time, each of the Vendor and the Key Employee shall have accepted the Consulting Agreement.

(8) *Insurance.*

The Purchaser shall have obtained adequate insurance in relation to the Purchased Assets; provided that if the Purchaser has not satisfied this condition on or before the date that is 30 days following the Effective Date, this condition shall be deemed to be waived by the Purchaser.

6.3 *Conditions to the Obligations of the Vendor.*

Notwithstanding anything herein contained, the obligations of the Vendor to complete the Transactions provided for herein will be subject to the fulfilment of the following conditions at or prior to the Closing Time.

(1) Accuracy of Representations and Warranties.

The representations and warranties of the Purchaser contained in this Agreement or in any documents delivered in order to carry out the Transactions contemplated hereby will be true and accurate in all material respects (and for this purpose all materiality qualifications in such representations and warranties shall be disregarded) on the date hereof and at the Closing Time with the same force and effect as though such representations and warranties had been made as of the Closing Time.

(2) Performance of Covenants.

The Purchaser shall have complied in all material respects (except with respect to obligations qualified by materiality, in which case in all respects) with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Time.

(3) Bring-Down Certificate.

The Purchaser shall have delivered to the Vendor a certificate confirming that the facts with respect to each of the representations and warranties of the Purchaser are as set out herein at the Closing Time, in all material respects, and that the Purchaser has performed, in all material respects, each of the covenants required to be performed by it hereunder.

(4) No Restraining Proceedings.

No Order, decision or ruling of any court, tribunal or Governmental Authority having jurisdiction shall have been made to disallow, enjoin or prohibit the purchase and sale of the Purchased Assets contemplated hereby.

6.4 Waiver of Conditions.

The Purchaser, in the case of the conditions contained in Section 6.2, and the Vendor, in the case of the conditions contained in Section 6.3, will have the exclusive right to waive the fulfillment of such conditions in whole or in part, or on terms as may be agreed upon with the other parties. Any such waiver will not constitute a waiver of any other condition, or any part of any condition, in favour of the waiving party.

6.5 Termination.

This Agreement may be terminated by notice given prior to or at the Closing Time, as follows:

- (a) by either the Purchaser or the Vendor if a material breach of any representation, warranty or covenant contained in this Agreement has been committed by the other Party (other than as a result of the failure of the notifying party to have complied with its obligations hereunder) and such breach has not been waived at or before the Closing Time, (and for this purpose any references to materiality qualifications in other provisions of this Agreement will be disregarded);
- (b) by the Purchaser if any of the conditions in Section 6.2 have not been satisfied as of the Closing Time or if satisfaction of any such condition is or becomes impossible (other than as a result of the failure of the Purchaser to comply with its obligations hereunder) and the Purchaser has not waived such condition at or before the Closing Time;

- (c) by the Vendor if any of the conditions in Section 6.3 have not been satisfied as of the Closing Time or if satisfaction of any such condition is or becomes impossible (other than as a result of the failure of the Vendor to comply with its obligations hereunder) and the Vendor has not waived such condition at or before the Closing Time;
- (d) by the Purchaser within 5 days of having received the Supplemental Disclosure from the Vendor where the additional disclosure provided in the Supplemental Disclosure document constitutes or could reasonably be expected to constitute a Material Adverse Change in relation to the Purchased Assets;
- (e) by either the Purchaser or the Vendor if: (i) any of the conditions in Section 6.1 have not been satisfied as of the Closing Time or if satisfaction of any such condition is or becomes impossible (except where the condition has not been satisfied due to the failure of the notifying party to comply with its obligations hereunder); or (ii) the Transactions have not been completed on or before July 15, 2022, or such later date as the Parties may agree in writing, (except where the Transactions have not been completed due to the failure of the notifying party to comply with its obligations hereunder); and
- (f) by written agreement of the Parties hereto.

6.6 Implications of Termination.

- (a) If this Agreement is terminated pursuant to Section 6.5, all further obligations of the Parties under this Agreement will terminate, except that the rights and obligations and interpretation provisions set forth in the following sections will survive: Section 1.1, Section 5.11, Section 5.12, this Section 6.6, Sections 9.1, Section 9.2, Section 9.4, Section 9.5, Section 9.6, Section 9.7 and Article 10 General Provisions; and
- (b) nothing in Section 6.6(a) shall limit either Party's rights to pursue any legal remedies

ARTICLE 7 CLOSING

7.1 Closing Arrangements.

Subject to the terms and conditions hereof, the Transactions contemplated herein shall be closed at the Closing Time at the offices of DuMoulin Black LLP at 595 Howe Street, 10th floor, Vancouver, British Columbia V6C 2T5 or at such other place or places as may be mutually agreed upon by the Vendor and the Purchaser.

7.2 Documents to be Delivered.

At or before the Closing Time,

- (a) the Vendor shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Purchaser the following:
 - (i) this Agreement;

- (ii) the Consulting Agreement;
 - (iii) the Licensing Agreement;
 - (iv) the Disclosure Letter; and
 - (v) all other documents, instruments and things which are to be delivered by the Vendor pursuant to the provisions of this Agreement; and
- (b) the Purchaser shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to the Vendor the following:
- (i) this Agreement;
 - (ii) the Consulting Agreement
 - (iii) the Licensing Agreement; and
 - (iv) all other documents, instruments and things which the Purchaser is to deliver or to cause to be delivered pursuant to the provisions of this Agreement.

ARTICLE 8 SURVIVAL OF RIGHTS

8.1 Agreement to Vary Statutory Limitations

The Parties agree to vary the application of the basic limitation period fixed by the *Limitations Act, 2002* (Ontario) as provided herein.

8.2 Survival of Warranties by the Vendor.

The representations and warranties made by the Vendor and contained in this Agreement (including the Disclosure Letter and any Supplemental Disclosure documentation), or contained in any document or certificate given in order to carry out the Transactions, will survive the closing of the purchase and sale of the Purchased Assets and, notwithstanding such closing, will continue in full force and effect for the benefit of the Purchaser, subject to the following provisions of this Section 8.2:

- (a) except as provided in Section 8.2(b), no Indemnity Claim with respect to the breach of any representation or warranty made by the Vendor contained in this Agreement or in any document given in order to carry out the Transactions may be made or brought by the Purchaser after the date which is eighteen (18) months following the Closing Date; and
- (b) any such Indemnity Claim which is based upon or relates to the Fundamental Representations or which is based upon intentional misrepresentation or fraud by the Vendor may be made or brought by the Purchaser at any time until the date which is five (5) years following the Closing Date.

8.3 Survival of Warranties by Purchaser.

The representations and warranties made by the Purchaser and contained in this Agreement, or contained in any document or certificate given in order to carry out the Transactions, will survive the closing of the purchase and sale of the Purchased Assets and, notwithstanding such closing, will continue in full force and effect for the benefit of the Vendor; provided that no Indemnity Claim may be made or brought by the Vendor based on the breach of such representations and warranties after the date which is eighteen (18) months following the Closing Date.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnity by the Vendor

Without limiting indemnity rights or obligations under any other provisions of this Agreement, the Vendor hereby agrees, subject to the provisions of this Article 9 Indemnification, to indemnify and save harmless the Purchaser and the directors, officers and employees of the Purchaser (the Purchaser and such persons being hereinafter together called the “**Purchaser Indemnified Parties**”) from and against all Damages and Claims which may be suffered or incurred, or may be brought against the Purchaser Indemnified Parties resulting from, arising out of or relating to the following:

- (a) any misrepresentation, inaccuracy, incorrectness or breach of:
 - (i) any representation or warranty made, as of the date hereof, by the Vendor contained in this Agreement;
 - (ii) any representation or warranty made by the Vendor contained in this Agreement, as if such representation or warranty were made on and as of the Closing Date after giving effect to any Supplemental Disclosure made by the Vendor pursuant to Section 5.4 hereof; or
 - (iii) any representation or warranty contained in any document or certificate executed as part of or in order to carry out the Transactions; and
- (b) any non-performance or non-fulfillment of any covenant or agreement by the Vendor contained in this Agreement in any material respect.

9.2 Indemnity by Purchaser.

Without limiting indemnity rights or obligations under any other provisions of this Agreement, the Purchaser hereby agrees, subject to the provisions of this Article 9 Indemnification, to indemnify and save harmless the Vendor and the directors, officers and employees of the Vendor (the “**Vendor Indemnified Parties**”) from and against all Damages and Claims which may be suffered or incurred, directly or indirectly, or may be brought against the Vendor Indemnified Parties resulting from, arising out of or relating to:

- (a) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by the Purchaser contained in this Agreement or contained in any document or certificate given in order to carry out the Transactions, as of the date when

made or as if such representation or warranty were made on and as of the Closing Date; and

- (b) any non-performance or non-fulfillment of any covenant or agreement by the Purchaser contained in this Agreement or in any document or certificate given in order to carry out the Transactions in any material respect.

9.3 Deemed Adjustments.

The Parties agree that any indemnification payments under this Article 9 Indemnification shall be treated for tax purposes as an adjustment to the Purchase Price, and the Parties agree to file all Tax Returns in a manner consistent with this provision.

9.4 Notice of an Indemnity Claim.

If the Purchaser Indemnified Parties or the Vendor Indemnified Parties, as the case may be, (the “**Indemnified Party**”) claim that the Indemnified Party has suffered Damages for which it is entitled to indemnification hereunder, it will deliver to the other Party or Parties (the “**Indemnifying Party**”) a written notice (an “**Indemnity Claim**”) describing the facts alleged as the basis for such claim and the section or sections of this Agreement alleged to have been violated and the estimated total dollar amount of the Damages claimed. Where the Indemnity Claim arises as a result of a Third Party Claim made against the Indemnified Party, the provisions of Section 9.7 hereof shall apply.

9.5 Directors, Officers and Employees’ Indemnity Rights.

For the purpose of making enforceable the promises of an indemnity by the Vendor in favour of the directors, officers and employees of the Purchaser (the “**Purchaser Individuals**”) pursuant to Section 9.1 hereof, and for the purpose of making the promise of an indemnity by the Purchaser in favour of the directors, officers and employees of the Vendor (the “**Vendor Individuals**”) pursuant to Section 9.2 hereof, it is acknowledged and agreed that the Purchaser is acting for the Purchaser Individuals as their agent, and the Vendor is acting for the Vendor Individuals as their agents, in obtaining the promise of the indemnities, and each of them acknowledge that they will hold in trust for the Purchaser Individuals and the Vendor Individuals, respectively, any claim to an indemnity and any amounts that they may receive in respect of such indemnities.

9.6 Limitations on Indemnities.

- (a) The Purchaser Indemnified Parties’ right to make an Indemnity Claim pursuant to Section 9.1 hereof, and the Vendor Indemnified Parties’ right to make an Indemnity Claim pursuant to Section 9.2 hereof, will be subject to the time limitations contained in Sections 8.2 and 8.3, respectively, with respect to the survival of representations and warranties made by the Parties hereunder.
- (b) Subject to Subsection 9.6(d) hereof, and provided the Transactions hereby contemplated are closed, the Purchaser Indemnified Parties shall not be entitled to make any claim for indemnification against the Vendor or the Purchaser, as applicable, pursuant to Section 9.1, unless and until the aggregate amount of the Damages incurred by the Purchaser Indemnified Parties or the Vendor Indemnified Parties, as applicable, as a result of all misrepresentations, inaccuracies, incorrectness or breaches of representations and

warranties made by the Vendor or the Purchaser pursuant to this Agreement or pursuant to any document or certificate executed as part of or in order to carry out the Transactions is equal to one hundred thousand dollars (\$100,000) (the “**Threshold Amount**”). Provided that, if the Purchaser Indemnified Parties or Vendor Indemnified Parties have incurred Damages in an aggregate amount at least equal to the Threshold Amount, then the Vendor or the Purchaser, as applicable, shall be liable to the Purchaser Indemnified Parties or the Vendor Indemnified Parties for the full amount of all Damages that the Purchaser Indemnified Parties or Vendor Indemnified Parties have suffered or may suffer resulting from or arising out of such misrepresentation, inaccuracy, incorrectness or breach, including the Threshold Amount itself. For purposes of determining whether the Threshold Amount has been exceeded, all references to material or Material Adverse Effect in the representations and warranties made by the Vendor or the Purchaser, as applicable, shall be disregarded.

- (c) Subject to Section 9.6(d) hereof, the maximum aggregate liability of:
 - (i) the Vendor for any and all claims by the Purchaser Indemnified Parties for indemnification in respect of Damages pursuant to Section 9.1 will be limited to an amount equal to the Purchase Price; and
 - (ii) the Purchaser for any and all claims by the Vendor Indemnified Parties for indemnification in respect of Damages pursuant to Section 9.2 will be limited to one hundred thousand dollars (\$100,000), other than the Purchaser’s covenant to pay the Purchase Price, which is limited to an amount equal to the Purchase Price.

(the “**Indemnity Cap**”).
- (d) Notwithstanding the foregoing, neither the limitation in Section 9.6(b) with respect to the Threshold Amount nor the limitation in Section 9.6(c) with respect to the Indemnity Cap shall apply in respect of:
 - (i) any Indemnity Claims for Damages incurred by any Purchaser Indemnified Parties or Vendor Indemnified Parties, as applicable, attributable to: (A) any misrepresentation, inaccuracy, incorrectness or breach of any of the Fundamental Representations; or (B) intentional misrepresentation or fraud on the part of the Vendor or Purchaser; or
 - (ii) any Indemnity Claim pursuant to Section 2.3.
- (e) Nothing in this Agreement shall be construed to restrict or limit the general obligation of an Indemnified Party under Applicable Law to mitigate any Damages which it may suffer or incur by reason of the breach by an Indemnifying Party of any representation, warranty, covenant or obligation of such Party under this Agreement. If any claim of an Indemnified Party can be reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the Indemnified Party shall use its commercially reasonable efforts to enforce such claim, recovery, settlement or payment and the amount of any Damages owed by the Indemnified Party shall be reduced by the amount of insurance proceeds or other damages actually recoverable by the Indemnified Party.

9.7 Provisions Relating to Third Party Claims.

- (a) Upon receipt by an Indemnified Party of any Claim made by a third party (a “**Third Party Claim**”) with respect to which the Indemnified Party may be entitled to indemnification pursuant to this Agreement, including, without limitation, any Claim by any Taxing Authority or other Governmental Authority, the Indemnified Party shall provide notice of its Indemnity Claim to the Indemnifying Party no later than five (5) Business Days after receipt of the Third Party Claim. Provided however, that any delay or failure by the Indemnified Party to give such notice to the Indemnifying Party shall relieve the Indemnifying Party of its obligations hereunder only to the extent that it is materially prejudiced by reason of such delay or failure.
- (b) Subject to the provisions of Sections 9.7(c) and (d) hereof, if the Indemnifying Party first admits the Indemnified Party’s right to indemnification hereunder for the amount of such Third Party Claim which may at any time be determined or settled, then the following provisions will apply:
 - (i) the Indemnifying Party will have the right, exercisable by notice in writing given to the Indemnified Party no later than fifteen (15) Business Days after receipt of the notice referred to in Section 9.7(a), to assume carriage of the legal and administrative proceedings relating to the Third Party Claim;
 - (ii) the Indemnifying Party will have the right to select and retain legal counsel, subject to the reasonable approval of the Indemnified Party; (and if the Indemnified Party disagrees on reasonable grounds with the Indemnifying Party’s selection of counsel, then counsel satisfactory to both the Indemnified Party and the Indemnifying Party will be retained);
 - (iii) the Indemnified Party shall have the right and be given the opportunity to participate in the defence of the Third Party Claim at its cost and to consult with the Indemnifying Party in the conduct of all related legal, administrative and other proceedings (including consultation with counsel);
 - (iv) each Party will co-operate with the other Party in relation to the Third Party Claim, will keep it fully advised with respect thereto, will provide it with copies of all relevant documentation as it becomes available, will provide it with access to all records and files relating to the defence of the Third Party Claim and will meet with representatives of the other party at all reasonable times to discuss the Third Party Claim; and
 - (v) the Indemnifying Party will not conduct any legal, administrative or other proceedings in relation to the Third Party Claim in any manner which could, in the reasonable opinion of the Indemnified Party, have a Material Adverse Effect on the Purchased Assets, except with the prior written consent of the Indemnified Party.
- (c) In the event that, with respect to any Third Party Claim:

- (i) the Indemnifying Party does not admit the Indemnified Party's right to indemnification hereunder or declines or fails to give notice indicating that it will assume carriage of such legal, administrative or other proceedings within the time provided by Section 9.7(b)(i);
- (ii) the Third Party Claim is made against the Indemnifying Party as well as the Indemnified Party, and the Indemnified Party reasonably concludes that there are defences available to it which are different than or in addition to those available to the Indemnifying Party or that the interests of the Indemnified Party may reasonably be deemed to conflict with those of the Indemnifying Party;
- (iii) the Third Party Claim seeks any non-monetary relief of a material nature to the Purchased Assets;
- (iv) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of its financial capacity to defend such Third Party Claim and provide indemnification with respect thereto; or
- (v) the Indemnified Party, acting reasonably, determines that the Indemnifying Party is failing to defend the Third Party Claim with reasonable diligence;

then, in any such event, the Indemnified Party shall have the right to maintain or assume carriage of the legal, administrative or other proceedings relating to the Third Party Claim, and all reasonable fees and expenses incurred by the Indemnified Party from time to time in the conduct of such proceedings shall be reimbursed by the Indemnifying Party to the Indemnified Party promptly upon request. If the Indemnified Party maintains or assumes carriage of the proceedings relating to the Third Party Claim, then the Indemnified Party will have the right to select and retain legal counsel and, upon reasonable request by the Indemnifying Party, will keep it advised with respect to the proceedings and provide it with copies of relevant documentation as it becomes available and access to records and files relating to the defence of the Third Party Claim.

- (d) If the Indemnifying Party assumes and maintains carriage of the legal, administrative or other proceedings relating to a Third Party Claim, the Indemnifying Party will not compromise or settle such Third Party Claim without the prior written approval of the Indemnified Party, which will not be unreasonably withheld or delayed. Provided however, if the Indemnifying Party concludes a settlement with the third party claimant, conditional only on the Indemnified Party's approval, and if such settlement:
 - (i) consists solely of the payment of money damages;
 - (ii) will not involve the breach of the rights of any other person that could result in any other Claims against the Indemnified Party;
 - (iii) will not have any adverse effects on any other Claims or possible Claims that could be made against or by the Indemnified Party;,
 - (iv) will not involve any admission of liability or any breach of Applicable Law by the Indemnified Party; and

- (v) includes a provision whereby all plaintiffs or other claimants involved in the Third Party Claim unconditionally release the Indemnified Party (where applicable) from all liability;

then, if the Indemnified Party fails to approve such settlement, the obligations of the Indemnifying Party under this Article 9 Indemnification in respect of such Third Party Claim shall be limited to such proposed settlement amount.

- (e) If the Indemnified Party assumes or maintains carriage of proceedings relating to a Third Party Claim, then:
 - (i) its defence of the Third Party Claim shall not, in any way, diminish or lessen the obligations of the Indemnifying Party under this Agreement;
 - (ii) the Indemnified Party will not compromise or settle such Third Party Claim without the prior written approval of the Indemnifying Party, which will not be unreasonably withheld or delayed; and
 - (iii) the Indemnifying Party will be bound by any determination made in such proceedings or any compromise or settlement of the Third Party Claim effected by the Indemnified Party.
- (f) If the Purchaser is the Indemnified Party and the Vendor has assumed carriage of the legal and administrative proceedings relating to a Third Party Claim pursuant to Section 9.7(b) hereof, the Purchaser will not pay the amount of the Third Party Claim to the claimant without the prior consent of the Vendor, except as hereinafter provided:
 - (i) if the Third Party Claim is of a nature such that the Purchaser is required by Applicable Law to make a payment to the third party, or the Purchaser determines that such payment is necessary in order to maintain any Licence from any Governmental Authority, before the relevant procedure for challenging the alleged basis for or quantum of the Third Party Claim can be implemented or completed, then, notwithstanding the provisions of Section 9.7(b):
 - (A) the Purchaser may make such payment before the completion of the related legal proceedings or settlement negotiations, as the case may be, without prejudice to its rights of indemnification hereunder;
 - (B) the Vendor shall, forthwith after demand by the Purchaser, reimburse the Purchaser for such payment; and
 - (C) if the Third Party Claim, as finally determined on completion of legal proceedings or settlement negotiations, is less than such reimbursement amount paid by the Vendor, then the Purchaser shall promptly, following the final determination thereof, pay to the Vendor the amount of such difference; and
 - (ii) if the Purchaser determines, acting reasonably, that the Third Party Claim may have a Material Adverse Effect on the Purchased Assets, the Purchaser shall have

the right to pay the amount of the Third Party Claim, without prejudice to its rights of indemnification hereunder.

ARTICLE 10 GENERAL PROVISIONS

10.1 Further Assurances.

Each of the Vendor and the Purchaser hereby covenants and agrees that at any time and from time to time after the Closing Date it will, upon the request of the others, 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 required for the better carrying out and performance of all the terms of this Agreement.

10.2 Remedies Cumulative.

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default.

10.3 Notices.

- (a) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:
 - (i) delivered personally to an officer or director of such party;
 - (ii) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada; or
 - (iii) sent by electronic mail.

- (b) Notices shall be sent to the following addresses or email address:
 - (i) in the case of the Vendor:

Entheon Biomedical Corp.
720-999 W Broadway Street
Vancouver, British Columbia
V5Z 1K5

Attention: Timothy Ko, Chief Executive Officer
Email: [Redacted: Contact Information]

with a copy, which shall not constitute notice, to:

DuMoulin Black LLP
595 Howe St 10th floor
Vancouver, British Columbia
V6C 2T5

Attention: Garrett Lee, Partner
Email: GLee@dumoulinblack.com

- (ii) in the case of the Purchaser:

Cybin IRL Limited
King Street West, Suite 5600
Toronto, Ontario
M5X 1C9

Attention: Douglas Drysdale, Chief Executive Officer
Email: [Redacted: Contact Information]

with a copy, which shall not constitute notice, to:

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Attention: Sherri Altshuler, Partner
Email: saltshuler@airdberlis.com

or to such other address or email address as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

- (c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:
- (i) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
 - (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fifth (5th) Business Day following the date of mailing, unless at any time between the date of mailing and the fifth (5th) Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service, and

- (iii) if sent by electronic mail, be deemed to have been given, sent, delivered and received on the day the sender has or receives confirmation of receipt by return electronic mail from the recipient.

10.4 Counterparts.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

10.5 Expenses of Parties.

Each of the Parties shall bear all expenses incurred by it in connection with this Agreement including, without limitation, the charges of their respective counsel, accountants, financial advisors and finders.

10.6 Investment Banking and Finder's Fees.

The Vendor agrees to indemnify the Purchaser and hold it harmless in respect of any claim for investment banking, M&A advisory, brokerage or other fees or commissions relative to this Agreement or the Transactions contemplated hereby which is incurred by or results from the actions of the Vendor or any of its Affiliates. The Purchaser will indemnify the Vendor and hold it harmless in respect of any claim for investment banking, M&A advisory, brokerage or other fees or commissions relative to this Agreement or to the Transactions contemplated hereby which is incurred by or results from the actions of the Purchaser or any of its Affiliates.

10.7 Announcements.

No disclosure or announcement with respect to this Agreement or the Transactions will be made by any party hereto without the prior approval of the other parties. The foregoing will not apply to any disclosure by any party required in order to comply with Canadian Securities Laws, provided that such party consults with the other parties before making any such disclosure.

10.8 Assignment.

The rights of the Vendor hereunder shall not be assignable without the prior written consent of the Purchaser. The rights of the Purchaser hereunder shall not be assignable without the prior written consent of the Vendor.

10.9 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.10 Entire Agreement.

This Agreement, the exhibits referred to herein, and the Disclosure Letter constitute the entire agreement between the Parties and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to

the subject matter hereof. None of the Parties shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings concerning the subject matter of this Agreement which are not specifically set forth in this Agreement, the exhibits, the Disclosure Letter, or the documents and instruments to be delivered pursuant to this Agreement. The Parties further acknowledge and agree that, in entering into this Agreement, the exhibits, the Disclosure Letter, and the documents and instruments to be delivered pursuant to this Agreement, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement, the exhibit, the Disclosure Letter, the documents or the instruments.

10.11 Waiver.

Any party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time on or prior to the Closing Time provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such Party.

10.12 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

10.13 Arbitration.

The resolution of all disputes, disagreements, controversies, questions or claims arising out of or relating to this Agreement, including, with respect to its formation, execution, validity, application, interpretation, performance, breach, termination or enforcement shall be determined by arbitration. Such arbitration shall be conducted by a single arbitrator to be appointed by agreement of the disputing Parties or, in default of agreement by such disputing Parties within 30 days, in accordance with the National Arbitration Rules of the ADR Institute of Canada, Inc. (the “**Rules**”). The procedures to be followed shall be those set out in the Rules or, if there are no Rules in effect at the commencement of the arbitration, the arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The Parties agree to exclude the provisions of Section 52 of the *Arbitration Act, 1991* (Ontario) so that the limitations on liability set out in this Agreement apply to any arbitration. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English. The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any Party in respect of any procedural order made by the arbitrator. The decision arrived at pursuant to the arbitration, howsoever constituted, shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction. The Party which receives a final judgment in such dispute shall be indemnified and held harmless for all reasonable attorney and consultant’s fees or expenses by the other Party. Notwithstanding the foregoing, if a Party commences arbitration and at any time obtains a ruling from the arbitrator to the effect that the other Party is not properly complying with the procedural requirements of the arbitration in a timely manner, the first-mentioned Party may commence a legal proceeding against the other Party and pursue its claim through the court system rather than the arbitration.

[Signature page follows]

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

ENTHEON BIOMEDICAL CORP.

Per: /signed "Timothy Ko"
Name: Timothy Ko
Title: Chief Executive Officer and
Director

CYBIN IRL LIMITED

Per: /signed "Doug Drysdale"
Name: Doug Drysdale
Title: Director

Exhibit "A"

Purchased Assets

- a) All intellectual property rights in clinical trial protocols, investigator brochures, dossiers, and supporting documentation thereto;
- b) the EBRX-101 clinical trial data and the nature of any and all rights and interest therein (including the rights to assume all regulatory authorizations, approvals, assessment decisions for or related to EBRX-101 of any sort);
- c) as applicable, all TMF/e-TMF: Project Plans, SOPs, Study Manuals, Regulatory Binder/Investigator Site File, Staff Training Record, CTA, cover letter, IMP Dossier, Investigator's Brochure, Reference Safety Information Administrative Documents, Clinical Trial Protocol, Benefit-Risk Assessments, Informed Consent Forms, Clinical Site agreements, subjects' compensation agreements, or other documents, approvals, or agreements required to comply with ECTR, existing CTDs, GCPs, and GMPs; IMP manufacturing, sterilization, labelling, packaging, assignment of clinical trial sponsor liability insurance, EudraCT number, EudraCT filings, ethics committee opinion; All batch production records for GMP batches, specifically including batches: 2110047.2457, 2111011.2457 (Ofichem) and IMP batch 211122-001 (LUMC/KFT);
- d) any Scientific Advisory Board (CHDR) and Competent Authorities (i.e. Dutch MEB) correspondence; letters of intent, briefing documents, lists of issues and written responses, and meeting minutes of European Medicines Agency or other regulatory meetings, advice from regulatory consultants on the clinical trial, and rights to all data gathered from the clinical trial (collectively, "**DMT Assets**"). All correspondence with the Medicines Evaluation board and any Invitational Review Board in addition to any other health or regulatory authorities; and
- e) all trade secret information related to DMT Assets, including unpublished data, master service agreements, statements of work, Quality Agreements, vendor qualification records, analytical reports and protocols related to the development of DMT, API drug substance, methods of testing, including validated and unvalidated sterilization and testing methods.

Exhibit "B"

See attached

DATA LICENCE AGREEMENT

BETWEEN:

CYBIN IRL LIMITED

- and -

ENTHEON BIOMEDICAL CORP.

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	- 1 -
1.1 Defined Terms.	- 1 -
1.2 Choice of Law and Attornment.....	- 2 -
1.3 Interpretation Not Affected by Headings or Party Drafting.....	- 3 -
1.4 Number and Gender.	- 3 -
1.5 Time of Essence.	- 3 -
1.6 Severability.	- 3 -
1.7 Representation on Pseudonymised Data.	- 3 -
ARTICLE 2 LICENCE	- 4 -
2.1 Non-exclusive licence of Pseudonymised Data.....	- 4 -
2.2 Data Protection.....	- 4 -
ARTICLE 3 CONFIDENTIALITY	- 5 -
3.1 Vendor’s Confidentiality Covenants.	- 5 -
ARTICLE 4 INDEMNIFICATION	- 6 -
4.1 Indemnity by the Vendor.....	- 6 -
4.2 Notice of an Indemnity Claim.	- 6 -
ARTICLE 5 GENERAL PROVISIONS	- 6 -
5.1 Further Assurances.	- 6 -
5.2 Notices.	- 6 -
5.3 Counterparts.....	- 8 -
5.4 Expenses of Parties.....	- 8 -
5.5 No Assignment.	- 8 -
5.6 Successors and Assigns.	- 8 -
5.7 Entire Agreement.	- 8 -
5.8 Waiver.	- 9 -
5.9 Amendments.	- 9 -
5.10 Arbitration.	- 9 -

DATA LICENCE AGREEMENT

THIS AGREEMENT made as of the • day of June, 2022

BETWEEN:

CYBIN IRL LIMITED., a corporation incorporated under the laws of Ireland (the “**Purchaser**”)

- and -

ENTHEON BIOMEDICAL CORP., a corporation incorporated under the federal laws of Canada (the “**Vendor**”)

(each, a “**Party**” and together, the “**Parties**”)

WHEREAS:

1. the Vendor is a biomedical company focused on the research and development of psychedelic drugs and leading-edge biomarkers to provide personalized treatment of addiction disorders, including the development and commercialization of its DMT Products (as defined in the asset purchase Agreement between the Vendor and Cybin IRL Limited, an Ireland Limited Company, located at One Spencer Dock, North Wall Quay, Dublin 1, D01X9R7, Ireland dated June 7, 2022 (the “**APA**”) and the DMT Delivery System (as defined in the APA); and
2. as a condition to closing the transactions contemplated under the APA, the parties have agreed to enter into this Agreement in order to allow the Vendor to have access and use to de-identified clinical trial data for specific purposes and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms.

In this Agreement, capitalized terms shall have the meanings set out in the APA or hereunder, the definitions set out herein having precedence over those in the APA.

- (a) “**Agreement**” means this agreement, as may be amended from time to time.
- (b) “**APA**” has the meaning set out in the recitals hereto.
- (c) “**Business Day**” means any day other than a day which is a Saturday, a Sunday or a statutory holiday in Toronto, Ontario or a day on which banks in the City of Toronto are not generally open for business.

- (d) **“Clinical Trial”** means the EBRX phase I clinical trial evaluating the pharmacokinetics, pharmacodynamics and safety of N,N-dimethyltryptamine (DMT), conducted at the Centre for Human Drug Research, in Leiden, Netherlands.
- (e) **“Clinical Trial Subject”** means a person enrolled to participate in the Clinical Trial.
- (f) **“Data Protection Laws and Guidance”** means the applicable international, federal, provincial, state, local and municipal, laws, by-laws, rules, codes, ordinances, guidance and regulations in effect from time to time and made or issued by a governmental authority governing the collection, use, disclosure, security and other processing of information about an identifiable individual, which may include the *Personal Information Protection and Electronic Documents Act* (Canada) and the orders of any applicable privacy commissioner or equivalent governmental authority.
- (g) **“Entheon IQ”** means the Vendor’s framework for characterizing the psychedelic drug state of patients;
- (h) **“Field of Use”** means the use, development and further improvement of the Entheon IQ by Vendor or any of its Affiliates or their permitted respective subcontractors;
- (i) **“Personal Data”** means any and all information, data and material of any nature received or obtained by any Party in connection with this Agreement that is personal data as defined in the Data Protection Laws and Guidance and that relates to a Clinical Trial Subject (or potential Clinical Trial Subject) and/or their treatment or medical history.
- (j) **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- (k) **“Process”** shall have the meaning set out in the Data Protection Laws and Guidance, and includes the conversion of Personal Data of Clinical Trial Subjects into Pseudonymised Data (and **“Process”**, **“Processing”** and **“Processed”** shall be construed accordingly).
- (l) **“Pseudonymised Data”** means, in respect of the Personal Data of Clinical Trial Subjects, individual-level electroencephalogram (EEG) and genetic biomarker data that relate to a natural person (as opposed to aggregated data) who is made de-identified, no longer identified and is not identifiable from that data by virtue of the replacement of personal identifiers with a code, or equivalent, and that is safeguarded as non-identifiable.

1.2 Choice of Law and Attornment.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Parties agree that the courts of the Province of Ontario will have exclusive jurisdiction to determine all disputes and claims arising between the Parties.

1.3 Interpretation Not Affected by Headings or Party Drafting.

The division of this Agreement into articles, sections, paragraphs, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and not to any particular article, section, paragraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. The Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

1.4 Number and Gender.

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 shall be construed as if the plural had been used;
- (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and
- (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

1.5 Time of Essence.

Time shall be of the essence hereof.

1.6 Severability.

If any term or provision of this Agreement or of any of the exhibits attached hereto or of any agreement made in order to carry out the Transactions is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, all remaining terms and provisions of this Agreement, the exhibits attached hereto and such other agreements shall remain in full force and effect and enforceable to the fullest extent permitted by law.

1.7 Representation on Pseudonymised Data.

Vendor represents and warrants that as at the date of execution of this Agreement it has obtained the informed consents necessary for the generation of Pseudonymised Data and that the Clinical Trial’s collection methods are sufficient for the lawful de-identification of Personal Data from Clinical Trial Subjects.

ARTICLE 2 LICENCE

2.1 Non-exclusive licence of Pseudonymised Data

On the conditions that:

- (a) the representation set out in Section 1.7 remains true and applicable; and
- (b) in respect of any data pertaining to a particular Clinical Trial Subject, such Clinical Trial Subject has not withdrawn his or her informed consent subsequent to the execution of this Agreement,

the Purchaser hereby provides Vendor with a non-exclusive, sublicensable (in accordance with subsection (d) below) non-transferrable and non-assignable licence to access and use genetic biomarker data and all other data necessary to interpret such genetic biomarker data forming part of the Pseudonymised Data generated from the Clinical Trial (the “**Licensed Data**”), solely for the Field of Use, as well as to allow Mr. Andrew Hegle to comply with his obligations under the Consulting Agreement entered concurrently with this Agreement (the “**Licence**”). For greater certainty, this License may not be assigned in any way, including to a successor-in-interest to Vendor, whether through a purchase of all of substantially all of the assets of Vendor, operation of law, insolvency proceedings or otherwise, without the prior written consent of Purchaser. The additional following restrictions shall apply to the Licence:

- (c) all Licensed Data shall be considered confidential information of Purchaser under this Agreement;
- (d) Vendor may only sublicense all rights under the Licence to its Affiliates and their third-party contractors providing services with respect to the Field of Use, with prior consent of Purchaser, which may be withheld for any reason; and
- (e) Purchaser and Vendor mutually agree that: (i) access to the data under the Licence is subject to Data Protection Laws and Guidance including informed consents and privacy laws; and (ii) Vendor will not obtain a licence to or access to the pharmacokinetics, pharmacodynamics, safety, or efficacy data generated from the Clinical Trial, unless such information is necessary for the Field of Use, as determined between the Parties, acting reasonably.

2.2 Data Protection

The Parties agree:

- (a) to comply with all Data Protection Laws and Guidance, including in respect of the collection, use and disclosure of Personal Data of Clinical Trial Subjects and Pseudonymised Data; and
- (b) to promptly and without undue delay, notify the other Party in the event of any relevant Personal Data Breach;

Vendor agrees:

- (c) not to provide access to the Licensed Data to a third party, unless expressly authorized under this Agreement, or otherwise as required or permitted by law or applicable guidance;
- (d) to take action immediately following a Personal Data Breach in accordance with Data Protection Laws and Guidance including without limitation to secure data systems and notifying applicable officials;
- (e) to put in place a strategy for protecting relevant IT systems from cyber threats that is based on a proven cyber security framework; and
- (f) to ensure any agreements entered into with IT suppliers:
 - (i) contain reasonable indemnification provisions in case of Personal Data Breaches;
 - (ii) hold such IT suppliers accountable pursuant to a commercially reasonable standard via such agreements for protecting the Licensed Data and for meeting all legally required information governance requirements.

ARTICLE 3 CONFIDENTIALITY

3.1 Vendor's Confidentiality Covenants.

- (a) The Vendor will keep confidential, and will cause its officers, directors, shareholders, employees, agents and advisors to keep confidential, all Licensed Data for a period of no less than ten years following its receipt.
- (b) The Vendor may disclose such Licensed Data only to such persons who have need to know such Licensed Data with respect to the Field of Use. The Vendor will be responsible for any failure to treat any such Licensed Data confidentially by such persons. Notwithstanding the foregoing provisions of this paragraph, the obligation to maintain the confidentiality of Pseudonymised Data will not apply to the extent that disclosure of Pseudonymised Data is compelled by law. The Vendor shall request confidentiality in respect of such compelled disclosure and shall seek an order of a court of competent jurisdiction to protect the confidentiality of same.
- (c) All Licensed Data will remain the exclusive property of the Purchaser.
- (d) It is acknowledged and agreed by the Parties that damages resulting from a breach of the covenants in this Section 3.1 may be impossible to measure accurately and may be an insufficient remedy. Accordingly, in addition to claiming damages in respect thereof, the Purchaser shall be entitled as a matter of right to seek an injunction to prevent a breach of the covenants and obligations under this Section.

ARTICLE 4 INDEMNIFICATION

4.1 Indemnity by the Vendor

Without limiting indemnity rights or obligations under any other provisions of this Agreement, the Vendor hereby agrees, subject to the provisions of this Article 4 Indemnification, to indemnify and save harmless the Purchaser and the directors, officers and employees of the Purchaser (the Purchaser and such persons being hereinafter together called the “**Purchaser Indemnified Parties**”) from and against all Damages and Claims (such capitalized terms having the same meanings ascribed thereto in the APA) which may be suffered or incurred, or may be brought against the Purchaser Indemnified Parties resulting from, arising out of or relating to any non-performance or non-fulfillment of any covenant or agreement by the Vendor contained in this Agreement in any material respect.

4.2 Notice of an Indemnity Claim.

Notice of indemnification shall take place, *mutatis mutandis*, as set out in the APA.

4.3 Limitation on Indemnity

Notwithstanding anything contained in this Article 4 Indemnification to the contrary, in no event will the aggregate amount to be paid by the Vendor to the Purchaser Indemnified Parties in respect of any Damages or Claims as a result of non-performance or non-fulfillment of any covenant or agreement in this Agreement, exceed the Purchase Price (as defined in the APA); provided however that such limitation shall not apply to the non-performance or non-fulfillment of any covenant or agreement contained in Article 3 Confidentiality.

ARTICLE 5 GENERAL PROVISIONS

5.1 Further Assurances.

Each of the Vendor and the Purchaser hereby covenant and agree that at any time and from time to time it will, upon the request of the 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 required for the better carrying out and performance of all the terms of this Agreement.

5.2 Notices.

- (a) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any Party shall be in writing and shall be sufficiently given or sent or delivered if it is:
 - (i) delivered personally to an officer or director of such Party;
 - (ii) sent to the Party entitled to receive it by registered mail, postage prepaid, mailed in Canada; or

(iii) sent by electronic mail.

(b) Notices shall be sent to the following addresses or email address:

(i) in the case of the Vendor:

Entheon Biomedical Corp.
720-999 W Broadway Street
Vancouver, British Columbia
V5Z 1K5

Attention: Timothy Ko, Chief Executive Officer
Email: [Redacted: Contact Information]

with a copy, which shall not constitute notice, to:

DuMoulin Black LLP
595 Howe St 10th floor
Vancouver, British Columbia
V6C 2T5

Attention: Garrett Lee, Partner
Email: GLee@dumoulinblack.com

(ii) in the case of the Purchaser:

Cybin IRL Limited
One Spencer Dock, North Wall Quay,
Dublin 1, D01X9R7, Ireland
Attention: Chief Legal Officer
Email: [Redacted: Contact Information]

with a copy, which shall not constitute notice, to:

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
Attention: Sherri Altshuler, Partner
Email: saltshuler@airdberlis.com

or to such other address or email address as the Party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this section, have communicated to the Party giving or sending or delivering such notice, designation, communication, request, demand or other document.

- (c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:
 - (i) if delivered personally to an officer or director of the receiving Party, be deemed to have been given, sent, delivered and received on the date of delivery;
 - (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received on the fifth (5th) Business Day following the date of mailing, unless at any time between the date of mailing and the fifth (5th) Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service, and
 - (iii) if sent by electronic mail, be deemed to have been given, sent, delivered and received on the first (1st) Business Day following the date of sending.

5.3 Counterparts.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

5.4 Expenses of Parties.

Each of the Parties shall bear all expenses incurred by it in connection with this Agreement including, without limitation, the charges of their respective counsel, accountants, financial advisors and finders.

5.5 No Assignment.

The rights of the Vendor hereunder are not assignable or transferrable, and may not be assigned or transferred without the prior written consent of the Purchaser. The Purchaser may refuse such consent on Purchaser's absolute discretion.

5.6 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.7 Entire Agreement.

This Agreement constitute the entire agreement between the Parties in respect of the subject matter set out herein.

5.8 Waiver.

Any Party which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such Party.

5.9 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

5.10 Arbitration.

Any dispute regarding this Agreement shall be arbitrated in the same manner, *mutatis mutandis*, as set out in the APA.

[Signature page follows]

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

ENTHEON BIOMEDICAL CORP.

Per: _____
Name: Timothy Ko
Title: Chief Executive Officer and
Director

CYBIN IRL LIMITED

Per: _____
Name:
Title: