BINDING LETTER OF INTENT

To: Pathway Rx Inc.
345 6th Avenue SE
Calgary, AB T26 4V1, Canada

Dear Sirs/Mesdames:

1. Introduction

Asia Green Biotechnology Corp., with the office registered at 240 Memorial Drive, Calgary, Alberta (the "**Corporation**") is a publicly held company incorporated under the *Alberta Business Corporations Act* the common shares of which trade on the CSE exchange. The Corporation is of the firm belief that the many compounds in the cannabis botanical extract can be effectively employed to treat the novel SARS-CoV-2. Pathway Rx Inc. is a privately held company incorporated under the Alberta Business Corporations Act ("**Pathway Rx**") and has advised the Corporation that it has developed and owns the rights to novel *Cannabis sativa* varieties which it believes will be effective in preventing and in treating COVID-19. Pathway Rx would like to see those varieties, and possibly other versions of the strains, studied for efficacy in humans and eventually approved and applied as new drugs and as over-the-counter health products. Pathway Rx expects such new drug treatments may be applicable to other coronavirus illnesses and/or other infectious diseases.

2. Offer to Exclusively License, Clinically Develop and Commercialize the Discovered *Cannabis Sativa* Varieties, and Versions of the *Cannabis Sativa* Strains

(a) The Corporation offers to exclusively license, and Pathway Rx agrees to grant such exclusive license to the Corporation, to clinically develop and commercialize in the countries geographically referred to as Asia, including but not limited to India, Thailand, Cambodia, Vietnam, Korea, Malaysia, Indonesia, Japan, Singapore, China, Miramar, Laos, Philippine's, the

Cannabis sativa varieties, and/or versions of the *Cannabis sativa* varieties to which it owns the rights for prevention and for treatment of COVID-19 and other infectious diseases. This Binding Letter of Intent evidences the intention of the Corporation and Pathway Rx and constitutes a legally binding agreement. This Binding Letter of Intent will serve as the basis for preparing a definitive licensing agreement (the "**Definitive Agreement**") between the Corporation and Pathway Rx. Following execution of this Binding Letter of Intent, the Corporation and Pathway Rx will begin promptly to negotiate the Definitive Agreement in good faith, in form and substance satisfactory to each of them, acting reasonably, which will incorporate the terms of this Binding Letter of Intent together with additional representations, warranties, covenants, conditions, indemnifications and agreements which are customary for transactions of the nature and magnitude contemplated herein.

(b) Each of the Corporation and Pathway Rx also recognize that certain license rights to the Discovered *Cannabis Sativa* Varieties have been granted to another independent corporation in respect of territories other than those made subject to this license agreement, and that the obligations of that third party corporation parallel those of the Corporation both in terms of payment obligations, royalty obligations and satisfaction of terms and conditions upon which the corresponding license is granted. The Corporation and Pathway RX understand that and are prepared to negotiate with that third party corporation for the purpose of jointly achieving the clinical testing and commercialization objectives set out herein and, further, recognize that an agreement among all three of the Corporation, Pathway Rx and the third corporation may be required in order to affect the achievement of those objectives.

(c) The clinical developments and commercialization will include but may not be limited to the completion of the following steps:

a. Determination with Pathway Rx of the study design and endpoints most advantageous to the patient population, the international emergency, and the commercialization opportunity. The study design for treatment of COVID-19 will include, with the approval of Pathway Rx, pre-treatment and post-treatment of gut fauna and flora, drug-to-drug interaction prediction with Cytochrome P450 precision medicine genetic testing, pre-treatment and post-treatment of respiration and lung and major organ fibrosis, laboratory testing of each patient in the studies showing the inflammatory markers that predict the onset of the cytokine storm, laboratory testing using cannabis drug efficiency index software, and other important scientific markers of effectiveness of the treatment and scientific and medical information that may be of assistance in greater recovery for the patient's health.
b. Development of Pre-Investigational New Drug Applications and meeting with the United States Food & Drug Administration (the "**FDA**") and Health Canada officials to request Emergency Use Authorizations for Phase II studies of 300 patients and controls, or more, and thereafter Emergency Use Authorizations for Phase III studies of 1,050 patients and controls, or more, to use the extracts to treat patients hospitalized for COVID-19 infection. Dr. Igor Kovalchuk will consider assisting in preparing the requests but will be under no obligation to assist in the preparation of the papers necessary to outline the historical safety of cannabis and its extracts in order to support eliminating the need for Phase I studies with both agencies.

c. Provision for the cost and conduct of Phase II clinical studies which will include but not be limited to physician recruitment, patient recruitment, cost of cannabis extracts, patient monitoring, data analysis reporting and assistance with preparation of study results to be submitted to major scientific journals.
d. Provision for the cost and conduct of Phase III clinical studies to gain new drug approvals of the extracts and/or versions of the extracts.
e. Provision for any required Phase IV after-market studies, if required by either the FDA or Health Canada.
f. Provision of marketing and sales costs for strong distribution of the products in the licensed territories and elsewhere.
g. Provision for clinical studies to support marketing and sales of the developed novel *Cannabis sativa* varieties in the licensed territories and elsewhere through dermal patch technologies, gel caps, sublinguals, extract drops, suppositories, and as a nasal spray to prevent infection with COVID-19.

3. Due Diligence Performance Milestones

The following list of significant projects has been created to and, to the best intent of the parties, will enable the start of the clinical studies and is approved by Health Canada and the FDA, for treatment to tame the cytokine storm in COVID-19. Each step to be undertaken must meet with either the pre-approval or the final approval of Pathway Rx. Each project that requires regulatory approvals or United States Drug Enforcement Administration (the "U.S. DEA") waivers will be applied for in both the name of Pathway Rx and in the name of the Corporation so that Pathway RX may continue the clinical studies independent of the Corporation or if the Corporation fails to meet its obligations under the Definitive Agreement.

1. Contract with an established and well-regarded Contract Research Organization to conduct the Health Canada clinical trials.
2. Contract with a regulatory affairs consulting company to prepare applications to Health Canada and/or the U.S. FDA for emergency clinical trial approval for hospital treatment of the cytokine storm in COVID-19.
3. Submit applications to Health Canada and/or the U.S. FDA for Phase II emergency use clinical studies for treatment to tame the cytokine storm.
4. Engage a Director of Clinical Studies, pre-approved by Pathway Rx, to oversee and guide all clinical studies and with a commitment to do so for no less than three years.
5. Hire a *Cannabis sativa* formulator of medicines for the clinical studies who meets with the pre-approval of Pathway Rx.

4. Funding and Termination

This Binding Letter of Intent will terminate upon written notice by one party to the other if:

(a) the Corporation does not have available or has not raised debt or equity financing to be made available for the conduct of testing and related activities contemplated in the Binding Letter of

Intent of a minimum of $100,000 on or before the expiration of thirty (30) days from the Effective Date (as hereinafter defined);

(b) the Corporation does not have available or has not raised an aggregate of $500,000 in debt or equity financing to be made available for the conduct of testing and related activities contemplated in the Binding Letter of Intent on or before the expiration of ninety (90) days from the Effective Date; or

(c) the Definitive Agreement has not been executed on or before the expiration of ninety (90) days from the Effective Date.

5. Intellectual Property Prosecution and Product Liability Protection

The Corporation will, as part of its obligations hereunder, pay for and otherwise provide for the cost of intellectual property submissions and will oversee protection of that intellectual property from infringement and trade secret theft and will enter into litigation, when reasonably unavoidable, to protect the inventions of the products subject to the license as long as the provisions of the intellectual property or trade secret protections are in force. The Corporation will obtain industry standard product liability insurance for the clinical studies and the commercialized products to protect all parties engaged in clinical development and commercialization of the products.

6. Royalty Provisions

(a) With respect to commercial activities generated by the sale of the licensed products in the licensed territories, the Corporation will pay to Pathway Rx a royalty on gross revenues minus returns of 10% up to a total of US$10M, 8% up to a total of US$20M and 6% thereafter during the term the patent coverage remains in effect, and 4% royalty after the patent coverage has lapsed. The royalty will be paid on a quarterly basis within 15 days of the end of each calendar quarter.

(b) In order to maintain the exclusivity in any of the regions, including in the countries geographically referred to as Asia, including but not limited to India, Thailand, Cambodia, Vietnam, Korea, Malaysia, Indonesia, Japan, Singapore, China, Miramar, Laos, Philippine's, the Corporation has to start marketing and selling the formulated products in each of these regions within 1 year after a successful clinical trial is conducted. For greater clarity, Pathway Rx will retain exclusive rights to the products in any given region where the sales have not started in mentioned time.

7. Other Items Determined

(a) In the event no agreement or other arrangement is affected by the Corporation and/or Pathway Rx with a third party corporation in respect of the balance of world geographical area not addressed by this license agreement, or in the event that such third party corporation

terminates any such arrangement or otherwise is unable to satisfy its obligations thereunder, Pathway Rx and the Corporation agree that the Corporation shall have the right and option to expand the scope of the license granted hereunder to include all of the licensed rights granted to the third party corporation by accepting, assuming and settling the obligations of that third party corporation under the terms of any similar agreement entered into between it and Pathway Rx.

(b) The mutual signatures below signify that the parties agree to this binding letter of intent for the Corporation to exclusively license, develop and commercialize the discoveries of Pathway Rx related to the treatment of COVID-19 and other infectious diseases.

In witness whereof the parties have executed this Binding Letter of Intent effective the _12th_ day of August, 2020 (the "**Effective Date**").

ASIA GREEN BIOTECHNOLOGY INC.

Authorized Signatory

PATHWAY Rx INC.

Igor Kovalchuk

Authorized Signatory
Igor Kovalchuk, Director