

CONSULTING AGREEMENT

THIS AGREEMENT made as of the 8 day of February 2021.

BETWEEN:

BRISTOL CAPITAL LTD.

A corporation incorporated pursuant to the laws of the Province of Ontario.

(hereinafter referred to as the “Consultant”)

- and -

Alpha Cognition, Inc.

A corporation incorporated pursuant to the laws of the Province of British Columbia.

(hereinafter referred to as the “Corporation”)

WHEREAS the Consultant carries on the business of investor relations including assisting public companies in the promotion of corporate activities;

AND WHEREAS the Corporation intends to be a publicly traded company by way of a reverse take-over (RTO) with Crystal Bridge Enterprises Inc;

AND WHEREAS the Corporation desires to retain the Consultant to provide specific services for the Corporation as herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties (Parties”) contained herein, the sum of One Dollar (\$1.00) now paid by each party hereto to each of the other parties hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is hereby agreed as follows:

1. Term

- (1) Original Term. The initial term of this Agreement shall be twelve (12) months, commencing the 8 of February, 2021, and ending the 8 day of February, 2022 (the “Original Term”), subject however, to any prior termination rights as provided in Section 6 of this Agreement.
- (2) Automatic Renewal. From and after the expiry of the Original Term, and subject to the termination rights set out in Section 6(2)(d) and 6(3)(c) of this Agreement, this Agreement shall be deemed to automatically renew for additional successive one (1) year periods (each such one(1) year period herein referred to as a “Renewal Term”), commencing on the 1st day after the last day of the Original Term or applicable Renewal Term, and ending the day prior to the day that would be exactly one year from the commencement date of the applicable Renewal Term, it being the intention of the Parties, that, unless this Agreement is terminated in accordance with the foregoing sections, or other termination rights set out in Section 6 of this Agreement, that this Agreement shall continue to be of and in full force and effect

2. Scope of Consultant's Work and Consultant's Covenants, Representations and Warranties

- (1) The Consultant acknowledges that the Corporation is engaging the Consultant with the view to creating greater awareness for the Corporation, and the Consultant has represented and represents to the Corporation that:
 - (a) it has access to communicate with thousands of investment firms and investment industry professionals located within the United States, Canada and Europe (the "Bristol Network"); and
 - (b) it will introduce the Corporation and its business proposition to the appropriate members of the Bristol Network.

- (2) The Consultant acknowledges covenants and agrees that it shall, as and when as further outlined in subsection 2(3) below, provide the following services during the Term of this Agreement:
 - (I) High Marketing Activity
 - (a) Low Marketing Activity Services (as hereinafter defined);
 - (b) initial preparation, refining, and design of the Corporation's investor power point presentation materials (the "Initial Investor PowerPoint Presentation Services"); and
 - (c) introduce the Corporation to relevant institutional fund managers, buy and sell side analysts, and other professional money managers and investment institutions that make up the Bristol Network; and
 - (d) arranging (including all planning, scheduling and preparation for) a group investor webinar (the "Investor Webinar Services"); and
 - (e) setting up physical and/or virtual road show presentations and meetings with professional investors in the Bristol Network, including arranging an initial (physical or virtual) road show presentation with members of the Bristol Network and other professional investors in the major financial centers in the United States, Canada and Europe;

(the services outlined in 2(2)(I)(a) through (d) are hereinafter referred to as the "High Marketing Activity Services")
 - (II) Road Show Activity

High Marketing Activity Services, excluding the Initial Investor PowerPoint Presentation Services and the Investor Webinar Services (such services hereinafter referred to as "Road Show Activity Services")
 - (III) Low Marketing Activity
 - (a) assist the Corporation in reviewing and editing press releases and investor PowerPoints upon request of the Corporation;
 - (b) target sell side analysts for potential research coverage based upon a strategy agreed upon by the Corporation and the Consultant;

- (c) identify and introduce the Corporation to relevant investment bankers based upon a strategy agreed upon by the Corporation and the Consultant;
- (d) facilitate the identification and targeting of investor specific conferences for the Corporation's participation and presentation, on an ongoing basis;
- (e) distribute press releases and other publicly available relevant information to appropriate, fund managers, analysts and other professional money managers that are part of the Bristol Network;
- (f) answer incoming investor related inquiries if Corporation chooses to publish Consultant contact information on press releases.
- (g) assist in arranging investor conference calls and/or investor quarterly conference earnings calls;
- (h) provide general guidance to the Corporation in other areas of investor relations if the guidance is solicited by the Corporation.

(the services outlined in 2(2)(III)(a) through (h) are hereinafter referred to as the "Low Marketing Activity Services")

- (3) The Corporation acknowledges and agrees that the Consultant shall be retained to provide High Marketing Activity Services for at least the first four (4) full months of the Original Term. Thereafter, the parties will jointly determine, acting reasonably, and reasonably ahead of the beginning of each month, if the Consultant is to provide either High Marketing Activity Services, Road Show Activity Services, or Low Marketing Activity Services in the next following month, taking into consideration the Corporation's relevant business and financial considerations and the Consultant's availability.

3. Relationship of the Parties

The Parties intend that the relationship between them created under this Agreement is that of an independent contractor only. It is agreed that it is not the intention of the parties to this agreement to create, nor is this agreement to be construed as creating, a partnership or agency relationship for any purpose. The Consultant acknowledges that it is not an Agent of the Corporation, and that it may not commit the Corporation to any action and/or obligation, and that any and all agreements or arrangements that the Consultant may negotiate for or with the Corporation will be subject to acceptance by the Corporation through its board of directors or authorized officers.

4. Compensation

- (1) As compensation for the Original Term of this Agreement and any Renewal Term (if applicable), the Corporation shall pay to the Consultant:
 - (a) a fee of \$14,000.00 plus applicable taxes per month for each month in which the Consultant provides the High Marketing Activity Services;
 - (b) a fee of \$10,000.00 plus applicable taxes per month for each month in which the Consultant provides the Road Show Activity Services; or
 - (c) a fee of \$7,000.00 plus applicable taxes per month for each month in which the Consultant provides the Low Marketing Activity Services.

- (2) Monthly fees will be payable by the Corporation within thirty (30) days of a receipt of an invoice from the Consultant at the beginning of each month for the current month's Services.
- (3) Late Charge: Subject to applicable legislation, any amount of the fee owing to the Consultant by the Corporation that remains unpaid (45) forty-five days after its due date is subject to a late fee charge. The Corporation will pay the Consultant interest on the unpaid amount at the interest rate of 18% per annum, calculated monthly.
- (4) in addition to the monetary compensation in sections 4(1)(a), 4(1)(b), and 4(1)(c) above, the Corporation, on completion of the RTO, shall cause Crystal Bridge Enterprises Inc. to issue pursuant to the Crystal Bridge Enterprises Inc option plan;
 - (i) immediately issue and deliver to the Consultant, a stock option contract to purchase up to two hundred thousand (200,000) common shares of the capital stock of the Corporation at an exercise price of \$2.10 per share and having an expiry date of no less than twenty four (24) months from the date of issuance (the "Stock Option Contract"). The underlying common shares will vest 50,000 shares per quarter over the course of the first calendar year until all shares are vested at the end of the first Term; and
 - (ii) ensure that all stock options issued and delivered to the Consultant associated with sections 4(c)(i) above are issued and delivered in accordance with all rules, regulations and policies of the TSX Venture exchange governing stock options, in accordance to Corporations share incentive plan, and vest at the earliest allowable time in accordance with all rules, regulations and policies of the TSX Venture exchange governing stock options and in accordance with the Corporation share incentive plan.

5. Expense Reimbursement

The Corporation agrees to promptly reimburse the Consultant for reasonable expenses incurred by the Consultant in the course of performing its obligations upon submission to the Corporation of appropriate documentation evidencing such expenses. These expenses may include but are not limited to travel, lodging, meals, vendor fees, printing fees, etc. The Consultant must obtain written approval of Corporation prior to expending in excess of \$500.00 in expenses in any given calendar month.

6. Termination Rights

(1) Early Termination by Consultant

- (a) The Consultant may immediately terminate all of its obligations hereunder by notice in writing to the Corporation in the event of default by the Corporation of any of the compensation provisions contained in section 4 hereof remaining uncured for thirty (30) days after notice thereof, without prejudice to any other rights the Consultant may have in law or equity to amounts owing hereunder or otherwise.
- (b) the Consultant may, in the event of a material default by the Corporation of its obligations hereunder remaining uncured for thirty (30) days after receipt of notice thereof, immediately require the Consultant to cease providing Services. For these purposes, the Corporation acknowledges and agrees that its representations as set out in section 12 of this Agreement are essential terms of this Agreement and that breach of such representations will constitute a material default.
- (c) In addition to any early termination rights in 6(1)(a) or 6(1)(b) above, the Consultant may terminate this Agreement, without cause and for any reason whatsoever, after four (4) months,

provided that the Consultant notifies the Corporation in writing of such termination at least four (4) weeks prior to the end of the last day of the fourth (4th) month. For greater specificity, if the Consultant does not terminate this Agreement in the manner and in the period specified in this provision the Agreement shall automatically be deemed to be accordance with section 1 of this Agreement.

- (d) In the event the Consultant exercises its rights to terminate in accordance with 6(1)(c) above the Consultant will still be required to deliver all services outlined in section 2 up to the last day of the month in which the Consultant exercises its right pursuant to provision 6(1)(c)

(2) Early Termination of Services by Corporation during Original Term

- (a) the Corporation may, in the event of a material default by the Consultant of its obligations hereunder remaining uncured for thirty (30) days after receipt of notice thereof, immediately require the Consultant to cease providing Services. For these purposes the Consultant acknowledges and agrees that its representations as set out in clause 2(1) of this Agreement are essential terms of this Agreement and that breach of such representations will constitute a material default.
- (b) In the event the Corporation, due to an uncured default of the Consultant, exercises its rights to immediately require the Consultant to cease providing Services in accordance with section 6(2)(a) above,
- (i) the Corporation will still be required to deliver all monetary compensation owed to the Consultant up to the last day of the month in which the Corporation exercises its right pursuant to section 6(2)(a);
- (ii) the parties agree that the Consultant shall have the absolute right to retain all cash compensation paid to the date of termination.
- (c) In addition to any early termination rights in 6(2)(a) above, the Corporation may terminate this Agreement, without cause and for any reason whatsoever, after four (4) months, provided that the Corporation notifies the Consultant in writing of such termination at least four (4) weeks prior to the end of the last day of the fourth (4th) month. For greater specificity, if the Corporation does not terminate this Agreement in the manner and in the period specified in this provision the Agreement shall automatically be deemed to be accordance with section 1 of this Agreement.
- (d) In the event the Corporation exercises its rights to terminate in accordance with 6(2)(c) above the Corporation will still be required to deliver all monetary and options based compensation owed to the Consultant up to the last day of the month in which the Corporation exercises its right pursuant to provision 6(2)(c)

(3) Early Termination of Services by Corporation during a Renewal Term

- (a) the Corporation may, in the event of a material default by the Consultant of its obligations hereunder remaining uncured for thirty (30) days after receipt of notice thereof, immediately require the Consultant to cease providing Services. For these purposes the Consultant acknowledges and agrees that its representations as set out in clause 2(1) of this Agreement are essential terms of this Agreement and that breach of such representations will constitute a material default.
- (b) In the event the Corporation, due to an uncured default of the Consultant, exercises its rights to immediately require the Consultant to cease providing Services in accordance with section 6(3)(a) above,

- (i) the Corporation will still be required to deliver all monetary compensation owed to the Consultant up to the last day of the month in which the Corporation exercises its right pursuant to section 6(3)(a);
- (ii) the parties agree that the Consultant shall have the absolute right to retain all cash compensation paid to the date of termination.
- (c) In addition to any early termination rights in 6(3)(a) above, the Corporation may terminate this Agreement during any Renewal Term, without cause and for any reason whatsoever, provided that the Corporation notifies the Consultant in writing of such termination at least two (2) months prior to the effective termination date.

7. Non-Exclusive Services by Consultant

The Consultant shall devote such of its time and effort as may be necessary to discharge the Consultant's duties as outlined hereunder, and shall not be restricted from engaging in other activities during the Term of this Agreement, provide that the Consultant shall not during the term provide services to any client who is developing or has products that may directly compete with the Corporation's products anticipated use. The Corporation specifically acknowledges and agrees that the Consultant is presently engaged in (and/or may in the future and during the Term of this Agreement provide) other business activities of a similar or different nature to those provided for in this Agreement with other clients and that it will continue to deliver (and/or make available) such services during the Term of this Agreement.

8. Disclaimer by Consultant;

Notwithstanding anything in this Agreement, and specifically and without limitation, notwithstanding the Consultant's representations contained in section 2(1) of this Agreement, the Consultant:

- (a) makes no representation to the Corporation or others that:
 - (i) its efforts or services will result in any enhancement to Corporation;
 - (ii) the price of the Corporation's publicly traded securities will increase;
 - (iii) any person will purchase the Corporation's securities; or
 - (iv) any investor will lend money and/or invest in or with the Corporation; and
- (b) has advised the Corporation, and the Corporation acknowledges and understands that the Consultant:
 - (i) is in the business of investor/public relations and other related business;
 - (ii) in no way claims to be an investment advisor and/or stock or securities broker;
 - (iii) is not licensed as a stock or securities broker;
 - (iv) is not in the business of selling such stock or securities or advising as to the investment viability or worth of such stocks or securities.

9. Limitation on use of Non-Public Information by Consultant

The Corporation acknowledges and agrees that it is the responsibility of the Corporation to comply with the disclosure obligations of companies with publicly traded securities and to obtain counsel as to what information shall be disclosed publicly or to the Consultant. However, the Consultant acknowledges that in its capacity as a consultant for the Corporation, it may obtain confidential information about the Corporation's business, affairs or financial condition, which the Corporation does not wish to make available generally to the investor public. The Consultant therefore agrees not to include any information

which is not generally available to the investor public (whether such information is made available through press releases or otherwise) in any materials published or disseminated by the Consultant without first obtaining the Corporation's prior written consent. For greater clarity, the Consultant shall be free to disseminate and/or publish any and all information relating to the Corporation, which is generally available to the investor public.

10. Indemnification by Parties

- (a) Indemnity by the Corporation. Notwithstanding anything contained in this Agreement, the Corporation shall be liable to and indemnify and save harmless the Consultant, its officers, directors, shareholders, employees, agents and contractors in respect of all claims, actions, suits, causes of action, judgments, losses, costs, damages, expenses, obligations and liabilities whatsoever, whether in law or equity or otherwise, to which the Consultant or such officers, directors, shareholders, employees, agents or contractors may:
- (i) suffer, sustain, pay or incur, either directly or indirectly from any breach of any provision of this Agreement by the Corporation, including without limitation, the provision of inaccurate, incomplete or erroneous information or materials provided by the Corporation to the Consultant which the Corporation approved prior to dissemination; and/or
 - (ii) become subject under applicable securities legislation and/or regulations and/or policies (including, without limitation, all policies, laws, and regulations of or under the Securities Act (Ontario), R.S.O. 1990, c. S.5, the Ontario Securities Commission and any other regulatory authority under or by which the Corporation's securities are governed) (all hereinafter referred to as the "Securities Laws"), because of actions of the Corporation or its agent, the inaccuracy of the Corporation's publicly available material delivered to the Consultant for use by the Consultant in its performance of its duties and obligations to the Corporation, or the inaccuracy of materials provided to Consultant by Corporation for use by Consultant in its performance of its duties and obligations to the Corporation under this Agreement.

All covenants and indemnities of the Corporation in favor of the Consultant shall survive the termination of this Agreement and remain in full force and effect thereafter.

- (b) Indemnity by the Consultant. Notwithstanding anything contained in this Agreement, the Consultant shall be liable to and indemnify and save harmless the Corporation, its officers, directors, shareholders, employees, agents and contractors in respect of all claims, actions, suits, causes of action, judgments, losses, costs, damages, expenses, obligations and liabilities whatsoever, whether in law or equity or otherwise, to which the Corporation such officers, directors, shareholders, employees, agents or contractors may:
- (i) suffer, sustain, pay or incur, either directly or indirectly from any breach of any provision of this Agreement by the Consultant; and/or
 - (ii) become subject under Securities Laws, because of actions of the Consultant or its agents in violation of the Securities Laws, provided that this indemnity shall not apply insofar as the losses, claims, liabilities and/or expenses result from material made publicly available by the Corporation, or materials provided to the Consultant by the Corporation for use by the Consultant in its performance under this Agreement;

All covenants and indemnities of the Consultant in favor of the Corporation shall survive the termination of this Agreement and remain in full force and effect thereafter.

11. Damage Limitation

In no event shall the Consultant be liable to the Corporation, or any officer, director or controlling person thereof, for or be required to indemnify the Corporation, or any officer, director or controlling person thereof, for an amount greater than the amount of the compensation earned by the Consultant under this Agreement up to the date of the breach, except to the extent (if any) that the Corporation's, or officer's, director's or controlling person's losses, costs, damages, expenses or liabilities arise from the gross negligence or willful misconduct of the Consultant.

12. Corporation's Covenants, Representations, Warranties and Obligations

The Corporation

- (a) agrees to pay and/or deliver the compensation to the Consultant pursuant to section 4 hereof;
- (b) covenants and agrees to provide to the Consultant with all information and documentation pertaining to the Corporation that is reasonably necessary for the Consultant to perform its services hereunder; provided that the Corporation shall not be obligated to furnish any material non-public information,
- (c) covenants, represents and warrants that all information and documentation provided to the Consultant herein, and provided to the public generally, will be timely, and complete and accurate to the best of the Corporation's information, knowledge and belief at the time it is provided. The Corporation shall immediately notify the Consultant in the event of any material change in respect of such information or documentation which has been provided to the Consultant by the Corporation and which change makes or is likely to make such information misleading in any material respect;
- (d) shall use reasonable efforts to make its senior executives available to the Consultant on a regular basis, and as may be required by the Consultant;
- (e) acknowledges and agrees that any reports and documents prepared by the Consultant for the Corporation shall contain a disclaimer with respect to liability of the Consultant to members of the public;
- (f) shall make reasonable efforts to cooperate on a timely basis with the Consultant to enable the Consultant to perform its duties and obligations under this Agreement;
- (g) warrants and represents that to the extent necessary the execution and performance of this Agreement by the Corporation has been duly authorized by the Board of Directors of Corporation in accordance with applicable law, and, to the extent required, by the, requisite number of shareholders of Corporation;
- (h) warrants and represents that the performance by the Corporation of this Agreement will not violate any applicable court decree or order, law or regulation, nor will it violate any provision of the organizational documents and/or bylaws of the Corporation or any existing contractual obligation by which Corporation is bound;
- (i) shall, if required by the Consultant, review materials submitted to it by the Consultant in a timely manner, and shall inform the Consultant of any material inaccuracies contained therein within a reasonable time prior to the projected or known publication or dissemination date;

13. Confidentiality and Non-Disclosure of the Bristol Network by Corporation

- (1) The Corporation acknowledges that it will acquire information relating to the contacts comprising the Bristol Network, which information and contacts are considered proprietary and are confidential to the Consultant and which may include information pertaining to the finances, business and/or affairs of those comprising the Bristol Network, all of which is hereinafter referred to as “Confidential Information”.
- (2) The Corporation covenants and agrees to treat confidentially all of the said Confidential Information and covenants and agrees not to disclose any of the Confidential Information to any third party without the prior written permission of the Consultant. The Corporation specifically acknowledges and understands that a breach of the foregoing confidentiality covenant will result in significant damages to the Consultant.

14. Further Assurances

Each of the Parties covenants that they will do all such acts and execute all such further documents, consents and authorizations, and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, all as may be reasonably required to consummate the transactions contemplated under this Agreement, and/or as may be reasonably necessary or desirable to effect the purpose of this Agreement and to carry out the provisions herein, and/or as may be reasonably required to better or more properly or fully evidence or give effect to the transactions contemplated under this Agreement.

15. Notices

Any notice, communication, payment or demand required or permitted to be given or made hereunder (hereinafter a “Notice”) shall be sufficiently given or made for all purposes if delivered personally to the Party or to an officer of the Party to whom the same is directed or if sent by certified first class mail within, postage prepaid, return receipt requested, or if transmitted by telecommunications facilities, at the addresses as set forth below, namely:

if to the Consultant: Bristol Capital Ltd.
 Glen Akselrod, President
 250 Rodinea Rd, 2nd Floor
 Vaughan, Ontario
 L6A 4P5
 Telephone: ●
 E-Mail: glen@bristolir.com

if to the Corporation: Alpha Cognition, Inc.
 Attention: K Cawkell
 439 Helmcken Street,
 Vancouver, B.C.
 V6B 2E6, CA
 Telephone: ●
 Email: kcawkell@alphacognition.com
 With a copy to fsancilio@alphacognition.com

All such Notices shall be deemed to have been received when delivered, if mailed, on the day actually delivered, or if transmitted by telecommunications facilities upon confirmation of receipt.

16. Governing Law

This Agreement shall be construed and enforced in accordance with and governed by the laws of the Province of Ontario, without giving effect to the principles of conflict of laws and each of the parties hereto submit to the jurisdiction of the courts of Ontario.

17. Dispute Resolution

Any dispute between the Parties, save and except for matters related to payment and collection of the monthly fee and any options stipulated in section 4 of this Agreement shall be settled by arbitration in accordance with the applicable rules of the arbitration laws of the Province of Ontario. Judgment on the award of the board of arbitrators may be entered in any court having jurisdiction thereof in accordance with the laws of the Province of Ontario.

18. Independent Legal Advice

The Parties each acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.

19. Waiver

No waiver by any Party of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such Party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such Party's rights with respect to any other future breach. No other course of dealing between the Parties or any delay in exercising any rights hereunder will operate as a waiver of any rights of either Party under this Agreement.

20. Headings

The headings of the sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

21. Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement is not assignable by either Party without the express prior written consent of the other Party.

22. Gender and Number

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the Party or Parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

23. Severability

If any covenant or provision contained herein is determined to be, in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

