SPONSORED RESEARCH AGREEMENT

This Agreement is entered into as of this 17 day of April, 2020 (the "Effective Date"), by and between Ramot at Tel Aviv University Ltd., a company organized under the laws of Israel and an indirect wholly-owned subsidiary of Tel Aviv University, having a place of business in Ramat-Aviv, Tel Aviv 61392, Israel ("Ramot") and Innocan Pharma Ltd., having a place of business at 10 Hamanofim St, Herzliya, Israel ("Sponsor"). Ramot and Sponsor shall be referred to individually as "Party" and collectively as "Parties".

WHEREAS, in the course of research performed at Tel-Aviv University ("**TAU**"), Prof. Daniel Offen developed technology relating to exosomes which potentially can be loaded with Cannabinoids for human therapeutic applications as further described in the patent applications listed in **Exhibit A** attached hereto (the "**Background Technology**"); and

WHEREAS, Sponsor is interested in the performance of a research program at TAU relating to exosomes loaded with Cannabinoids for treating Epilepsy, Alzheimer or other central nervous system (CNS) diseases, lung tissue damage due to Covid-19 or other diseases (the "**Intended Purpose**"). Sponsor is willing to fund the research program in exchange for an exclusive option to receive an exclusive worldwide license to the results of the research, subject to the terms of this Agreement. Ramot is willing to procure the performance by TAU of the research and grant the said license, all according to the terms of this agreement.

The Parties hereby agree as follows:

1. Definitions. Whenever used in this Agreement with an initial capital letter, the terms defined in this Section 1, whether used in the singular or the plural, shall have the meanings specified below.

1.1 "Field" shall mean exosomes loaded with Cannabinoids for human therapeutic applications.

1.1 "Principal Investigator" shall mean Prof. Daniel Offen, or such other principal investigator who may replace Prof. Daniel Offen pursuant to Section 2.2.

1.2 "Research" shall mean the research actually conducted during the Research Period by the TAU Team under the terms of this Agreement, in accordance with the research plan described in **Exhibit B** attached hereto, for the Intended Purpose.

1.3 "Research Period" shall mean a period of 18 months commencing on the payment of the second installment of research funding by Sponsor in accordance with Section 3.1(ii) below, and as may be extended by mutual agreed time by the parties.

1.4 "Research Results" shall mean any and all intellectual property of any kind, including without limitation: inventions, conceptions, reductions to practice, compositions, materials, methods, processes, know-how, data, information, formulae, records, results, studies

and analyses, discovered or acquired by members of the TAU Team in the performance of the Research.

1.5 "TAU Team" shall mean the Principal Investigator and those students, scientists and technicians working at TAU on the Research.

2. Performance of Research.

2.1. Performance of Research. Ramot shall cause the Principal Investigator to use reasonable efforts to perform the Research; however, Ramot makes no warranties that the Research will achieve any particular results.

2.2. Principal Investigator. The Research will be directed and supervised by the Principal Investigator, who shall have primary responsibility for the performance of the Research. If Prof. Daniel Offen ceases to serve as Principal Investigator for any reason during the term of this agreement, Ramot will promptly notify Sponsor, and Ramot shall use good faith efforts to identify, from among the scientists at TAU, a scientist or scientists acceptable to Sponsor within sixty (60) days after such notice. If a suitable replacement for the Principal Investigator cannot be identified within the sixty-day period, Sponsor shall have right to terminate this Agreement as provided in Section 8.2. With the exception of the foregoing right to terminate, Sponsor shall have no right or claim against Ramot in the event that Prof. Daniel Offen leaves or otherwise terminates his involvement in the Research and TAU and Sponsor are unable to identify a mutually acceptable substitute as provided in this Section.

2.3 Reports. At the end of each quarter during the Research Period, Ramot shall present the Sponsor with a written report from the Principal Investigator summarizing the progress of activities of the Research in such period ("**Interim Scientific Reports**"). Ramot shall cause the Principal Investigator to provide Sponsor, within thirty (30) days of the end of the Research Period, with a written report summarizing the Research Results obtained during the Research Period ("the **Final Report**").

2.4 Contacts. Ramot's contact person with respect to issues concerning the Research shall be Ariela Markel, email: ariela.markel@ramot.org, tel: 03-640-6602. Sponsor's contact person with respect to issues concerning the Research shall be Yoram Drucker, having phone number - +972 544 711171 and e mail address as yoramd@innocanpharma.com

3. Funding of Research.

3.1. Payments. Sponsor shall fund the Research in the amount of US$ 446,850 (four hundred and forty-six thousand and eight hundred and fifty US Dollars, plus value added tax to the extent required by applicable law to be paid as follows:

(i) [redacted] within [redacted] days of the Effective Date.
(ii) [redacted] within [redacted] days of the Effective Date.

(iii) [redacted] within [redacted] months of the Effective Date.
(iv) [redacted] within [redacted] months of the Effective Date

For the avoidance of doubt, all payments payable to Ramot should be net of any deductions or tax withholding, if applicable, which shall be borne by Sponsor.

Ramot shall invoice Sponsor in accordance with the details provided by Sponsor in **Exhibit C**. If Sponsor issues a purchase order, such purchase order shall be for the total funding amount set forth above.

The actual spending of the budget might vary between the different cost items, at the Principal Investigator's sole discretion, however the total budget will not be changed.

Any payments to be made under this Agreement that are not paid on or before the date such payments are due under this Agreement shall bear interest at a compounded monthly rate of 0.75% calculated 7 days from the due date until the actual date of payment. In case Prime rate will change by more than 10% from the rate in effect on the Effective Date, Ramot will be able to change the interest rate accordingly.

3.2 Termination. Sponsor may terminate the Research if the chosen cannabinoids are not successfully loaded into the MSC-exosomes, by providing Ramot with a written notice of such termination. In such event, the second and third instalments of the Research funding described in Section 3.1 above will not be due, however Sponsor will pay Ramot for any non-cancellable expenses that Ramot has already committed to (if any). Ramot will not be required to refund the first instalment received by it.

3.3. Ownership of Equipment. Upon termination or expiration of this Agreement, TAU shall retain title to all equipment purchased or fabricated by TAU with funds provided by Sponsor.

4. Intellectual Property.

4.1 As between the Parties, all rights, title and interest in and to the Background Technology and Research Results shall be owned solely and exclusively by Ramot. Nothing contained in this Agreement shall grant or confer to Sponsor any rights by license or otherwise in the Background Technology or any Research Results, other than the right of first review granted to Sponsor pursuant to Section 5 below. Nothing in this Agreement shall be construed as the grant of any right or license, express or implied, in or to any patent right, know-how or other intellectual property right owned or controlled by Ramot or TAU, other than the right of first review set forth in Section 5 below with respect to the Background Technology and Research Results.

4.2 Patents on Research Results. In addition, the parties acknowledge that the Research may create the need and opportunity to write and file additional patent applications, claiming the Research Results. If the Sponsor is interested in filing a patent application, such application shall be filed, prosecuted and maintained by Ramot, at the expense of the Sponsor. Such an additional patent will be owned solely by Ramot and will be included in the Option granted under section 5 below. For avoidance of doubt, Ramot may file a patent application claiming the Research Results at its own expenses, if Sponsor is not interested in doing so.

5. Option for License.

5.1 Ramot hereby grants the Sponsor an exclusive option (the "**Option**") to receive an exclusive worldwide royalty-bearing license to Ramot's interest in the Background Technology and Research Results for use in the Field (the "**License**"). In the event Sponsor is interested in obtaining from Ramot the License, it shall inform Ramot in writing of such interest (the "Notice") during the Research Period or within thirty (30) days of receiving of the Final Report (the "Notice Period"). Upon the receipt of a Notice by Ramot, Sponsor and Ramot shall negotiate, in good faith, for a period of up to one hundred and twenty (120) days, unless extended by mutual written agreement of Ramot and Sponsor (the "Negotiation Period"), in an effort to arrive at terms and conditions satisfactory to Sponsor and Ramot for the grant of such a license (the "License Agreement"). The License Agreement shall include, *inter alia*, the commercial terms set forth in **Exhibit D**.

5.2 It is acknowledged that Ramot has granted and may continue to grant rights to third parties in the Background Technology, for use outside of the Field. Ramot undertakes that during the term of this Agreement (and if the License Agreement is executed, then also during the term of the License Agreement), it will not enter into discussions or negotiations, or enter into any agreement, with any third party with respect to the grant of a license to the Background Technology for use in the Field.

6. Confidential Information.

6.1 Confidential Information. "Confidential Information" shall mean all information (including but not limited to information about any element of the Background Technology and Research Results) designated as confidential or which otherwise should reasonably be construed under the circumstances as being confidential which is disclosed by or on behalf of Ramot, TAU, or any of their employees, students or researchers to Sponsor hereunder, except to the extent that such information, as demonstrated by Sponsor with written evidence: (a) was known to Sponsor at the time of disclosure, other than by virtue of a prior confidential disclosure to Sponsor by Ramot, TAU, or any of their employees, students or researchers; (b) as of the date of disclosure was or is in, or subsequently entered or enters, the public domain, other than by a fault or omission of Sponsor; (c) as of the date of disclosure or thereafter was or is obtained from a third party free from any obligation of confidentiality to Ramot or TAU; or (d) as of the date of disclosure or thereafter was or is independently developed by Sponsor without the use of or reference to Confidential Information.

6.2 Restrictions. Sponsor agrees that, without the prior written consent of Ramot in each case, during the term of this Agreement, and for five (5) years thereafter, it will keep confidential, and not disclose or use Confidential Information received pursuant to or in connection with this Agreement. Sponsor shall treat such Confidential Information with the same degree of confidentiality as it keeps its own Confidential Information, but in all events no less than a reasonable degree of confidentiality. Sponsor may disclose the Confidential Information only to employees and consultants of Sponsor who are legally bound by agreements which impose confidentiality and non-use obligations comparable to those set forth in this Agreement.

6.3 TAU's Publication Rights. The Principal Investigator and other members of the TAU Team shall have the right to publish the Research Results in scientific publications or to present such results at scientific symposia, provided that the following procedure is followed:

6.3.1. No later than thirty (30) days prior to submission for publication of any scientific articles, abstracts or papers concerning the Research Results and prior to the presentation of the same at any scientific symposia, the Principal Investigator shall send Sponsor a written copy of the material to be so submitted or presented, and shall allow Sponsor to review such submission to determine whether the publication or presentation contains subject matter for which patent protection should be sought.

6.3.2 Sponsor shall provide its written comments with respect to such publication or presentation within thirty (30) days following its receipt of such written material. If Sponsor does not provide written comments within the thirty (30) days set forth above, it shall be deemed to have approved such proposed publication or presentation.

6.3.3. If Sponsor, in its written comments, identifies material for which patent protection should be sought, then the Principal Investigator shall delay the publication of such publication or presentation, so that it is no earlier than sixty (60) days from the receipt of such written comments, in order to enable the filing of patent applications.

6.3.4 After compliance with the foregoing procedures with respect to an academic, scientific or medical publication and/or public presentation, the Principal Investigator shall not have to resubmit any such information for re-approval should it be republished or publicly disclosed in another form.

7. Term and Termination.

7.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect, unless earlier terminated in accordance with the provisions of this Agreement, until the earlier of (i) delivery of a written notice by Sponsor informing Ramot that it is not interested in obtaining a license to the Background Technology and Research Results, but in any case no earlier than the end of the Research Period (unless terminated in accordance with Section 3.2), or (ii) the end of the Notice Period in the event that Ramot did not receive a Notice during such period, or (iii) the execution of the License Agreement, or (iv) the end of the Negotiation Period (if and as extended).

7.2. Loss of Principal Investigator. If the Principal Investigator leaves TAU or otherwise terminates his involvement in the Research, and if TAU and Sponsor fail to identify a mutually acceptable substitute as provided in Section 2.2, Sponsor may terminate this Agreement upon thirty (30) days prior written notice to Ramot.

7.3. Termination for Default. In the event that either Party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof, the other Party may terminate this Agreement immediately upon written notice to the Party in breach.

7.4 Effect of Termination. In the event of expiration (other than due to the execution of the License Agreement) or termination of this Agreement, Ramot shall be free to deal with the Background Technology and Research Results as it in its discretion may decide, and Ramot shall have no further obligations to Sponsor with respect to the Background Technology and Research Results.

7.5. Force Majeure. Neither Party will be responsible for delays resulting from causes beyond the reasonable control of such Party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

8. Miscellaneous.

8.1 Publicity Restrictions. Sponsor shall not use the name of Ramot, TAU or any of their trustees, officers, faculty, students, employees, or agents, or any adaptation of such names, or any terms of this Agreement in any promotional material or other public announcement or disclosure without the prior written consent of Ramot. Ramot is aware Sponsor is a fully owned subsidiary of a public traded company and is aware Sponsor has reporting and announcement obligations regarding the signing and executing of this agreement. Ramot hereby gives its consent to these reports and/or announcements as required by law or regulations. Ramot also agrees that Sponsor will describe in general terms the project in its presentation and company files (without disclosing any Confidential Information). Nothing in this Section 8.1 shall be construed as prohibiting Sponsor from citing scientific articles published by faculty, students and/or employees of TAU.

8.2 Warranty Disclaimer. Ramot makes no express warranties and disclaims any implied warranties as to any matter relating to this Agreement, including without limitation any warranty as to merchantability, fitness for a particular purpose, or non-infringement of third party rights with respect to the performance or results of the Research.

8.3. Survival. Sections 4, 6.2, 8.1, 8.5 and 8.6 shall survive any expiration or termination of this Agreement.

8.4. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

8.5. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Israel, without giving effect to its conflict of law principles, and sole jurisdiction is granted to the competent court in Tel Aviv.

8.6. Notice. Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, recognized national overnight courier, confirmed facsimile transmission, confirmed electronic mail, or registered or certified mail, postage prepaid, return receipt requested, to the following addresses or facsimile numbers of the Parties:

If to Ramot:

Ramot at Tel Aviv University Ltd.
P.O. Box 39296
Tel Aviv 61392
Israel
Attn: CEO
Fax: 972-3-6406675

If to Sponsor:

Innocan Pharma Ltd.
10 Hamenofim St., Herzelia, Israel 4672561
Attn: Yoram Drucker, Executive VP, Business Development
Email: yoramd@innocanpharma.com

All notices under this Agreement shall be deemed effective upon receipt. A Party may change its contact information immediately upon written notice to the other Party in the manner provided in this Section.

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.

[remainder of the page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Ramot at Tel Aviv University Ltd.

By: [redacted]

Name: [redacted]

Title: [redacted]

Innocan Pharma Ltd.

By: [redacted]

Name: [redacted]

Title: [redacted] elopmer

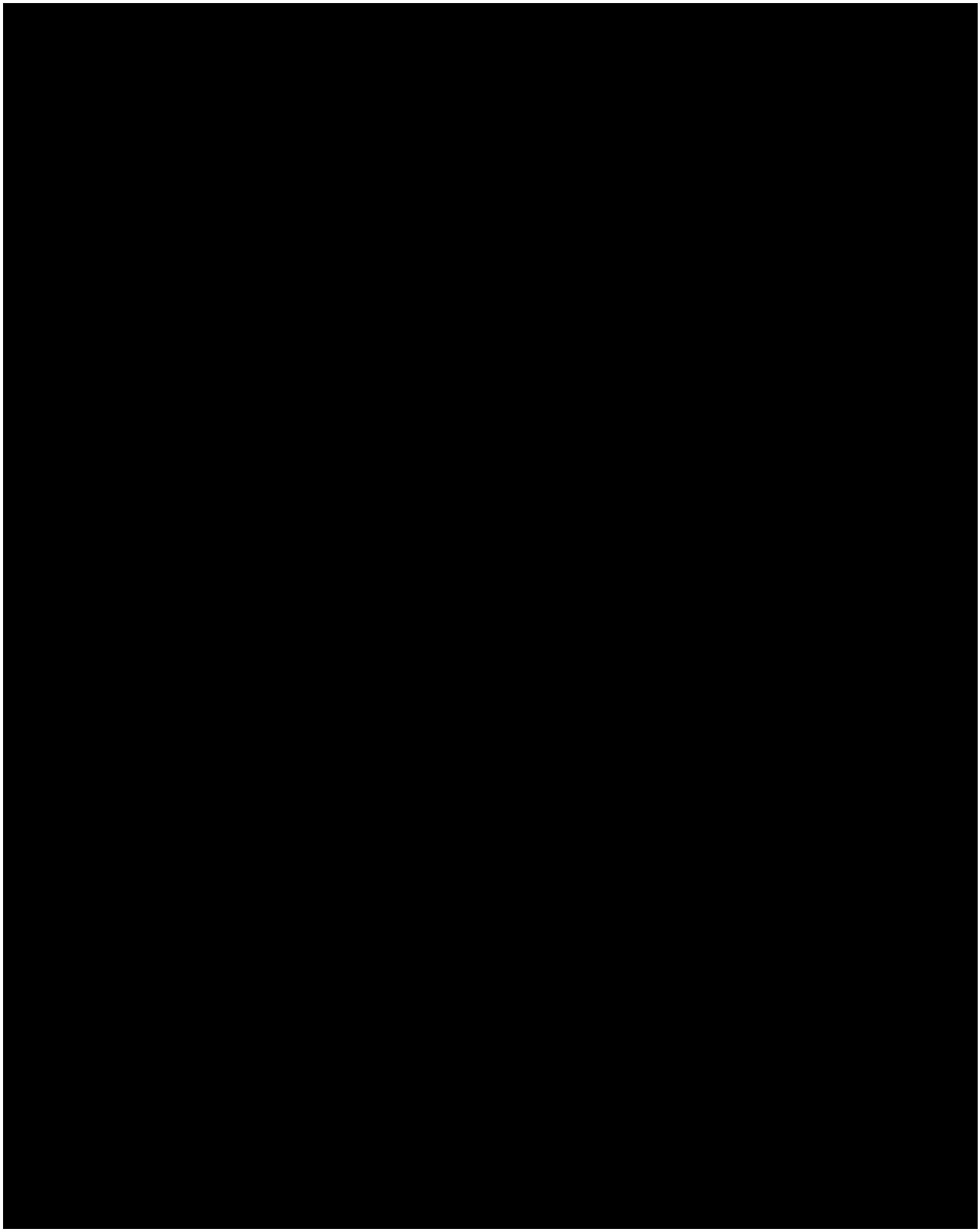
I hereby acknowledge and agree to the terms of this Agreement.

[redacted]

Principal Investigator

EXHIBIT A

EXHIBIT B



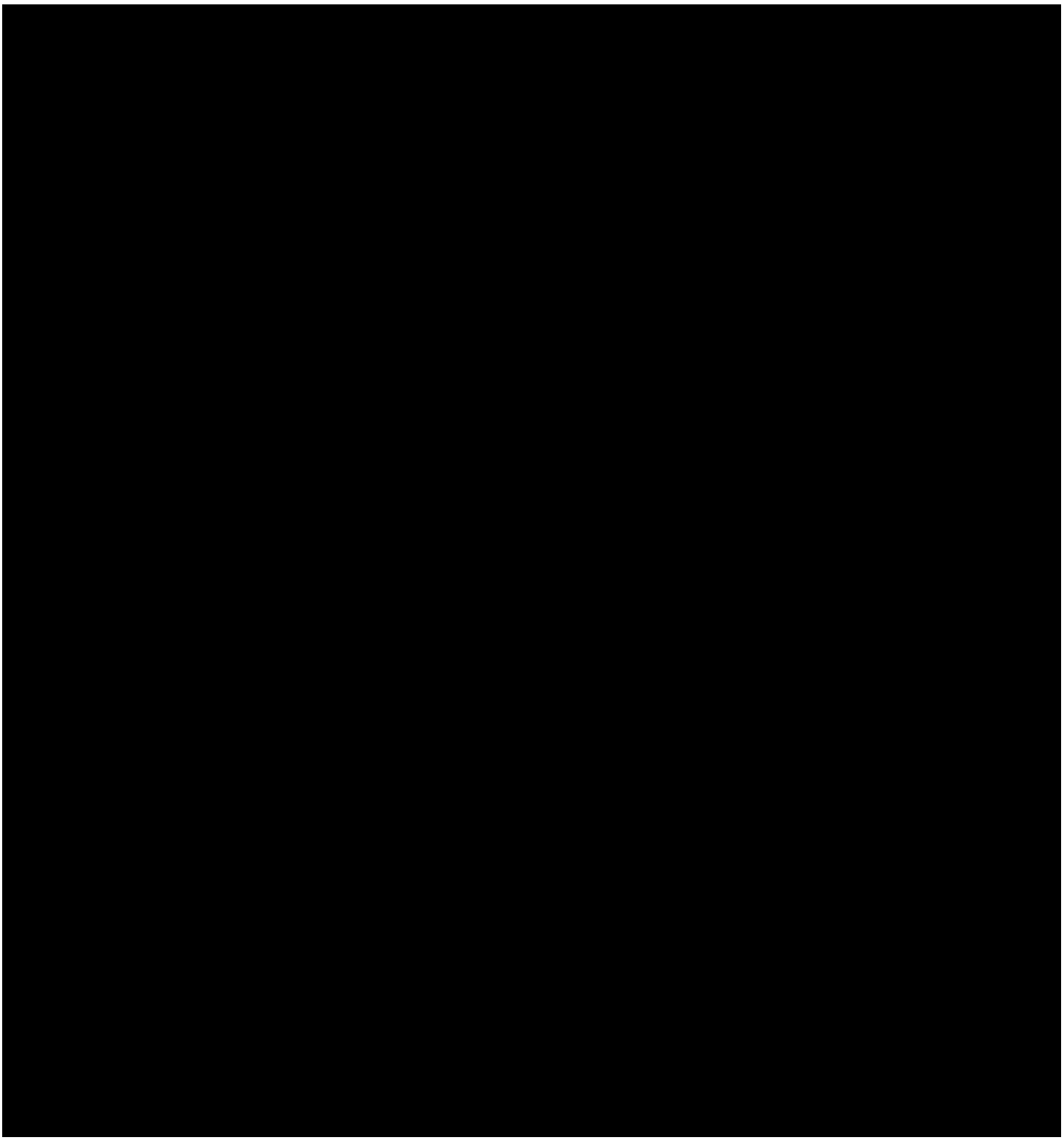


EXHIBIT C

EXHIBIT D

Upfront License Fee	[redacted]
Minimum Annual Royalties	[redacted] on 3rd anniversary of the license agreement, increasing by [redacted] every year until a sum of [redacted] (offset by Royalties received from Net Sales)
Royalties	[redacted] Royalties from Net Sales of Products sold by the Company and its Affiliates
Sublicense receipts	[redacted] - Ramot's share in revenues from a Sublicensee, other than revenue received on account of sales of Products by the Sublicensee.
Sublicense royalties	[redacted] of all royalty or other consideration that is paid to the Company or its Affiliates on account of sales of Products by Sublicensees, but in any event not less than the Minimum Annual Amount for each calendar year and not more than the Maximum Annual Amount for each calendar year. "Minimum Annual Amount" means, with respect to each Product that is sold by a Sublicensee, [redacted] of the Net Sales of such Product by such Sublicensee in the relevant calendar year. "Maximum Annual Amount" means, with respect to each Product that is sold by a Sublicensee, [redacted] of the Net Sales of such Product by such Sublicensee in the relevant calendar year.
Patents	Payment of Past and On-Going Patent expenses
Royalty Period	On a country-by-country, Product-by- Product basis, for the longer of: (a) [redacted] from the date of the first commercial sale of such Product in such country; and (b) until the last to expire of the licensed patents in such country
Milestone Payments for each Product developed	• Upon dosing the first patient in Phase I clinical trial: [redacted] • Upon dosing the first patient in Phase II Clinical trial: [redacted] • Upon dosing the first patient in Phase III clinical trial: [redacted] • Upon receipt of FDA approval: [redacted] If the Company or its Affiliates receive milestone payments from a Sublicensee with respect to the same milestone and the same Product, the Company will only be obligated to pay Ramot the higher of (i) the applicable milestone payment described above or (ii) [redacted] of such payment received by the Company or its Affiliates from the Sublicensee (Sublicense receipts).