

Service Agreement

WHEREAS PharmaTher Inc. (hereinafter "PharmaTher") mandates the National Health Research Institutes, Taiwan (hereinafter "NHRI") to conduct "Psilocybin Studies in Traumatic Brain Injury and in Stroke" test (hereinafter the "Test"). NHRI agrees to accept the mandate for the Test and both parties hereby agree as follows:

Article 1: Term of Agreement

This Agreement shall be effective from 2020/06/30 to 2021/07/01, and may be extended by mutual consents if necessary.

Article 2: Funds and Payment Method

This is a fixed-price (in Canadian dollars) agreement. The total budget of the Test is CAD \$50,000. PharmaTher is not liable for any cost in excess of the Test budget without written authorization from PharmaTher.

Upon execution of this Agreement, NHRI will submit invoices to PharmaTher in accordance with the following payment schedule:

- \$5,000 upon execution of this Agreement,
- \$20,000 upon receiving permission to import Psilocybin for the Test,
- \$10,000 upon interim results of Test (ie. Neurological scores and locomotor behavior),
- \$15,000 upon final results of Test (ie. BDNF level, synaptogenesis, and other markers from brain tissue).

Article 3: Matters of Implementation

The means of implementation and contents with respect to the Test shall refer to Appendix 1.

Article 4: Submission of Reports of Test Results

NHRI shall submit reports of test results to PharmaTher during the term of this Agreement.

Article 5: Obligation of Confidentiality

1. For any written information marked "confidential" which PharmaTher delivers to NHRI, unless otherwise set forth in Section 5.2, NHRI shall bear the obligation of confidentiality. Except with the written consent from PharmaTher, NHRI shall not disclose, inform,

deliver, transfer the confidential information to any third party or make it public, or use the confidential information for the purpose beyond that contemplated hereunder.

2. Under any of the following circumstances, NHRI shall not bear obligation of confidentiality:
 - (1) PharmaTher of its own accord has already made the documents or information to the public.
 - (2) NHRI could prove that it has already known the documents or information.
 - (3) PharmaTher could provide evidence that the completion of research was made on its own without breaching this Agreement.
 - (4) The information was obtained legally from a third party, where the information was not illegal or infringed while being obtained from or revealed to the third party.
 - (5) PharmaTher consents in writing.
3. The obligation of confidentiality under this Article shall continue in effect for one year after the expiration or termination of this Agreement.

Article 6: Intellectual Property Rights and Publication

1. Intellectual Property Rights: The ownership of inventions conceived and reduced to practice, and reports of test results of the Test shall belong to PharmaTher. NHRI will disclose such inventions to PharmaTher in writing.
2. Publications: The copyrights (scientific publication) of NHRI's theses which were completed utilizing the reports of test results shall belong to NHRI. However, NHRI shall provide indication of PharmaTher's contribution in its publication. NHRI shall furnish PharmaTher with a copy of any proposed publication in advance of the proposed publication date and grant PharmaTher thirty (30) days for review and comment. Within this period, NHRI shall extend the publication date per the request of PharmaTher for an additional sixty (60) days in the event that such proposed publication discloses invention(s) for which PharmaTher has ownership of pursuant to Article 6.1 and where such publication will affect the patentability of such invention(s).

Article 7: Ownership of Instrument and Equipment

The ownership of any instrument or equipment purchased with respect to this Test shall belong to PharmaTher.

Article 8: Termination of Agreement

6. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but which together shall constitute but one instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.

7. Contracting Parties and Notices:

Notices and communications are deemed made if sent to the party to receive such notice or communication at the address given below, or such other addresses as may be designated by notice in writing.

PharmaTher:
PharmaTher Inc.
Fabio Chianelli
82 Richmond Street East, Toronto, Ontario Canada M5C 1P1
Telephone:[REDACTED]
E-mail: fabioc@pharmather.com

NHRI:
National Health Research Institutes
Representative : Yun Wang
35 Keyan Rd., R1-6011
Zhunan, Miaoli County 35053, Taiwan
Telephone: [REDACTED]
E-mail: [REDACTED]

IN WITNESS WHEREOF, the parties have executed this Agreement by proper persons duly authorized.

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|---|--|
| PharmaTher Inc. <i>"Fabio Chianelli"</i> | National Health Research Institutes <i>"Kung-Yee Liang"</i> |
| Name: Fabio Chianelli Title: Chief Executive Officer | Name: Kung-Yee Liang Title: President |
| Date: July 15, 2020 | Date: 7/10/2020 |

Appendix 1

Principal Investigator: Dr. Yun Wang, M.D., Ph.D.

Compound: Psilocybin

Test:

(1) Stroke study - Adult rats will receive a 60min middle cerebral artery occlusion (MCAo) injury on the cerebral cortex. Animals will be separated into two groups based on their neurological and locomotor behavior at 2 days after stroke and then will be treated with Psilocybin or vehicle (i.p.) from 3 days after injury for 5 days. Neurological scores and locomotor behavior will be recorded after drug treatment. Brain tissue will be collected to determine brain BDNF level, synaptogenesis, and other markers.

(2) Traumatic Brain Injury (TBI) - Mice or rats will receive CCI injury to generate TBI in the cerebral cortex/striatum. Psilocybin or vehicle (i.p.) from 3 days after injury for 5 days. Neurological scores and locomotor behavior will be recorded after drug treatment. Brain tissue will be collected for future histological and biochemical analyses.

Proposed Budget: CAD 50,000

- (1) Animals/housing/surgery/use of the behavioral facility: 35%
- (2) Glassware, reagents (extracting RNA, PCR, protein assays): 25%
- (3) Psilocybin: TBD
- (4) Others (student stipend, travel, publication, etc.): 15%
- (5) Overhead: 25%

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