

FEE-FOR-SERVICE CONTRACT

BETWEEN: **NEONMIND BIOSCIENCES INC.**, a corporation incorporated under the laws of British Columbia and having its offices at 200 – 1238 Homer Street, Vancouver, BC, Canada V6B 2Y5
(the “**Sponsor**”)

AND: **THE UNIVERSITY OF BRITISH COLUMBIA**, a corporation continued under the *University Act* of British Columbia and having an office at #103-6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3
(the “**University**”)

AND: **PROVINCIAL HEALTH SERVICES AUTHORITY** (on behalf of Children's & Women's Health Centre of British Columbia Branch, a public hospital) having its research administrative offices at 4500 Oak Street, Vancouver, British Columbia, Canada V6H 3N1

(the “**Hospital**”)

(University and Hospital collectively, the “**Institution**”)

(all referred to as the “**Parties**”)

WHEREAS:

- A. The Sponsor has requested the services of the Institution to confirm through use of preclinical animal models whether psilocybin is an effective treatment for weight loss and food craving.
- B. The Institution is willing to provide such services under the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1.0 Services, Budget and Contract Period

1.1. The Parties acknowledge and agree that the attached **Schedule “A”** will determine the services which the Institution will provide (the “**Services**”) and the amounts which the Sponsor will pay for the Services (the “**Budget**”).

1.2. The Institution will provide the Services under the supervision of Dr. Alasdair Barr, Department of Anesthesiology, Pharmacology & Therapeutics, Faculty of Medicine, at the University (the “**Investigator**”).

1.3. The Institution will commence performance of the Services after receipt of the first payment set out in Schedule “A” (the “**Start Date**”).

1.4. The Parties agree that this Contract will be in effect starting on the Effective Date and ending 24 months after the Start Date (the “**Contract Period**”).

1.5. The Sponsor will arrange for the Katz Group – Rexall Centre for Pharmacy & Health Research, located at the University of Alberta, Room 3-126C, 11361 87 Avenue, Edmonton AB T6G 2E1 to send the Institution, at the Sponsor’s expense, a maximum of 3 grams of the drug Psilocybin, for the performance of the Services.

2.0 Confidentiality

2.1. “**Confidential Information**” means any information provided by the Sponsor to the Institution relating to the Services, whether written or otherwise. In order to constitute Confidential Information for the purposes of this Contract, the Sponsor must clearly identify such information in writing as being confidential, or if the disclosure takes place orally or in some other non-tangible form, the Sponsor must summarize it in writing and identify it as being confidential within 10 days of the disclosure. Furthermore, such information will not be considered Confidential Information for the purposes of this Contract if and when it:

- (i) is made subject to an order by judicial or administrative process requiring it to be disclosed;
- (ii) is published or becomes available to the general public other than through a breach of this Contract;
- (iii) is obtained by the Institution from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation to the Sponsor;
- (iv) is independently developed by employees, agents or consultants of the Institution who had no knowledge of or access to the Confidential Information; or
- (v) was possessed by the Institution prior to its receipt from the Sponsor.

2.2. The Institution will keep and use all Confidential Information in confidence solely for the purpose set forth in this Contract and will not disclose any part of Confidential Information to any person, firm, corporation, or other entity.

2.3. The Sponsor contemplating the disclosure of Confidential Information acknowledges that the Institution by its very nature is an open public research institution with students passing through in an open and uncontrolled manner and therefore cannot provide the same degree of security for its own Confidential Information as that which is customary in an industrial research centre. However, the Institution will use the same care and discretion to avoid disclosure of Confidential Information as it uses for its own similar Confidential Information that it does not wish to disclose.

2.4. Notwithstanding any termination or expiration of this Contract, the obligations of confidentiality in this Article 2 will survive and continue to be binding upon the Institution, its successors, and assigns until three (3) years after such termination or expiration.

3.0 Publicity

3.1. Notwithstanding anything to the contrary in this Contract, either Party may disclose the

identity of the other, the title of the Services, the name of the Investigator, the Contract Period and the amount being paid by the Sponsor for the Services. Except as provided by the foregoing, no Party may use the other Party's name, trademark or insignia for any advertising or any promotional purposes without the other Party's prior written consent.

4.0 Disclaimer of Warranty

4.1. The Institution makes no representations or warranties, either express or implied, with respect to any data or other results arising from the Services. The Institution specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and will in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform, even if the Institution has been advised of the possibility of such damages. The Sponsor hereby acknowledges that the Services are of an experimental and exploratory nature, that no particular results can be guaranteed, and that it has been advised by the Institution to undertake its own due diligence with respect to all matters arising from this Contract.

5.0 Indemnity

5.1. The Sponsor hereby indemnifies, holds harmless and defends the Institution, its Board of Governors, directors, officers, employees, faculty, students, invitees, and agents against any and all claims (including all reasonable legal fees and disbursements incurred) arising out of the receipt, use or transfer by the Sponsor of any data or other results arising from the Services including, without limitation, any damages or losses, consequential or otherwise, arising from or out of same, however they may arise.

6.0 Insurance

6.1. The Parties acknowledge that the Institution has adequate liability insurance applicable to its directors, officers, employees, faculty, students and agents while acting within the scope of their employment by the Institution. The Institution has no liability insurance policy that can extend protection to any other person. Therefore, subject to Article 5 (Indemnity), each Party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its directors, officers, employees and agents, and where applicable, its faculty and students.

7.0 Termination

7.1. This Contract will be effective for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article 7.

7.2. Either Party may terminate this Contract upon 90 days prior written notice to the other Party.

7.3. The Parties acknowledge that as a result of the current global pandemic the Institution may need to suspend or cease the Services contemplated herein. In such circumstances the Institution will notify the Sponsor in a timely fashion and the Parties will discuss whether to amend or terminate this Contract.

7.4. No termination of this Contract however effectuated, will release the Parties from their rights and obligations under Articles 2 (Confidentiality), 3 (Publicity), 4 (Disclaimer), 5 (Indemnity) and 7.5.

7.5. In case of early termination of this Contract, Sponsor will remain obligated to pay the Institution for all work done on the Services up to the date of termination, including any work in progress as at the receipt of notice of such termination.

7.6. The Institution reserves the right to suspend work on the Services or to terminate this Contract by delivering written notice of same to the Sponsor if the Sponsor fails to pay any invoiced amount by its due date.

7.7. The Parties may extend this Contract in writing for additional periods under mutually agreeable terms and conditions. Said extension will be effective upon signature by all Parties.

8.0 Notices

8.1. All notices or other documents that a Party is required or wishes to deliver to another Party may be delivered only by personal delivery, email or by registered or certified mail, all postage and other charges prepaid, at the address below or at such other address as that Party may designate in writing to the other Parties. Any notice personally delivered or sent by email will be deemed to have been given or received at the time of delivery. Any notice that is mailed in accordance with this Section 8 is deemed to have been received at the end of the fifth business day after it is posted.

Sponsor

Penny White
President & CEO
NeonMind Biosciences Inc.
200 – 1238 Homer Street
Vancouver, British Columbia
Canada V6B 2Y5
Tel: (604) 617-7979
Email: penny@betterplantsciences.com

Institution

Industry Contracts Manager
Re: File FAS No. F20-03687
University-Industry Liaison Office
#103 – 6190 Agronomy Road
The University of British Columbia
Vancouver, British Columbia
Canada V6T 1Z3
Tel: (604) 822-8580
Email : Lianne.Boon@uilo.ubc.ca

Provincial Health Services Authority
(on behalf of Children's & Women's
Health Centre of British Columbia
Branch, a public hospital)
Dr. Wyeth Wasserman
Vice-President Research, BC Children's
Hospital, PHSA
A2-146
950 West 28th Avenue
Vancouver, British Columbia
Canada V5Z 4H4
Tel: (604) 875-3194
Fax: (604) 875-2496

The Sponsor may direct questions of a scientific nature or regarding financial matters to the University through the following contacts:

Scientific Matters

Dr. Alasdair Barr
Department of Anesthesiology,
Pharmacology & Therapeutics
The University of British Columbia
Rm 401, Medical Block C
2176 Health Sciences Mall
Vancouver, British Columbia
Canada V6T 1Z3
Tel: (604) 505-8134
Email: al.barr@ubc.ca

Financial Matters

Re: File FAS No. F20-03687
Manager, Research Finance Office
The University of British Columbia
4th Floor – TEF 3
409 - 6190 Agronomy Road
Vancouver, British Columbia
Canada V6T 1Z3
Telephone: (604) 822-3275
Please email AR@Finance.ubc.ca – Ref
FAS #F20-03687

9.0 General

9.1. Nothing contained in this Contract is to be deemed or construed to create between the Parties a partnership or joint venture. No Party has the authority to act on behalf of any other Party, or to commit any other Party in any manner at all or cause any other Party's name to be used in any way not specifically authorized by this Contract.

9.2. The Schedules and the terms and conditions contained in this Contract constitute the entire understanding between the Parties. The Parties will be bound by the Schedules except to the extent that they may conflict with the terms and conditions contained in this Contract, in which case the terms and conditions of this Contract will govern. No modifications will be binding unless executed in writing by the Parties.

9.3. If any provision of this Contract will be held to be invalid, illegal or unenforceable under any applicable statute or rule of law, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby.

9.4. No condoning, excusing or overlooking by any Party of any default or breach of any terms of this Contract by another Party will operate as a waiver of the Party's rights under this Contract of any continuing or subsequent default or breach. No waiver will be inferred from or implied by anything done or omitted by a Party except an expressed waiver in writing.

9.5. No Party who exercises a specific right or remedy will be precluded from or prejudiced in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

9.6. This Contract will be governed by and construed in accordance with the laws in force in the Province of British Columbia and Canada without regard to its conflict of law rules and by signing this Contract the Parties agree to the exclusive jurisdiction of the Courts of British Columbia.

9.7. None of the Parties shall be deemed to be in default of, or to have breached, any provision of this Contract as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of civil or military authorities, civil disturbances, pandemics or epidemics, wars, strikes or other labour disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or official thereof, other catastrophes or any other similar occurrences beyond such Party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay, and the Party claiming excusable delay must promptly notify the other Parties of such delay. Performance time under this Contract shall be considered extended for a period of time equivalent to the time lost.

9.8. This Contract may be executed in counterpart by the Parties, either through original copies or electronically, each of which will be deemed an original and all of which will constitute the same instrument.

9.9. In this Contract, unless the contrary intention appears, "days" means calendar days.

[SIGNATURE PAGE FOLLOWS]

SIGNED BY THE PARTIES AS A CONTRACT on the date of which the last of the Parties executes this Contract (the "Effective Date").

Signed for and on behalf of
THE UNIVERSITY OF BRITISH COLUMBIA
by its duly authorized officer:

/s/ "Mario Kasapi"



Mario Kasapi

2020.10.23 15:46:57 -07'00'

Name:
Title: Associate Director, UILO

Date:

Signed for and on behalf of
NEONMIND BIOSCIENCES INC.
by its duly authorized officer:

/s/ "Penny White"

Name: Penny White
Title: President & CEO

Date: 10/23/2020

Signed for and on behalf of
PROVINCIAL HEALTH SERVICES AUTHORITY
(on behalf of Children's & Women's Health Centre
British Columbia Branch, a public hospital) by its
duly authorized officer:

/s/ "Dr. Wyeth Wasserman"

Name: Dr. Wyeth Wasserman
Title: Vice President Research, BC Children's
Hospital, PHSA
Date: October 30, 2020

Investigator Acknowledgment

I have read and understood the foregoing Contract and understand my responsibilities as the Investigator. Further, I confirm the following:

- 1) the Services are for routine use of specialised research equipment or facilities;
- 2) the Services are not supported directly by any external research funding;
- 3) the Services do not include the participation of any students in their thesis-related research;
- 4) I will have no right to publish or otherwise use the data and other results of the Services;
- 5) I have no conflict-of-interest with the Sponsor;
- 6) I have advised any students who will perform any part of the Services of the conditions set out in 3) and 4) above; and
- 7) I will not commence performance of the Services until the Institution receives the first payment from the Sponsor as set out in Schedule "A".

/s/ "Dr. Alasdair Barr"

Name: Dr. Alasdair Barr
Department of Anesthesiology, Pharmacology & Therapeutics
Date:

SCHEDULE "A"

Statement of Services and Budget

Services: The services as described in the Statement of Work, attached hereto.

Budget: CAD \$153,300

The Sponsor will pay the Institution the total amount of \$153,300 payable in Canadian funds within 30 days of receipt of invoices, in the following payment schedule:

- First payment to be invoiced on the Effective Date: \$15,000
- Second payment to be invoiced November 1, 2020: \$15,000
- Third payment to be invoiced November 15, 2020: the balance payable.

Payment by cheque will be made payable to The University of British Columbia and forwarded to the following address:

Re: FAS No. [REDACTED]
Manager, Research Finance
The University of British Columbia
4th Floor – TEF 3
409-6190 Agronomy Road
Vancouver, British Columbia
Canada V6T 1Z3
Telephone: (604) 822-3275
Fax: (604) 822-2417

The Sponsor may make payments by wire transfer or direct deposit to:

Beneficiary Bank:

[REDACTED]
[REDACTED]
[REDACTED]
Institution: [REDACTED]
Transit: [REDACTED]
SWIFT CODE: [REDACTED]

Beneficiary:

[REDACTED]
The University of British Columbia
6190 Agronomy Road, 5th Floor
Vancouver, BC, Canada, V6T 1Z3

Remittance detail:

Dept./contact/phone (maximum 24 characters)
FAS # [REDACTED]

The Sponsor will pay interest on all amounts owing to the Institution not paid on the due date, at the rate of 12.68% per annum. The interest accrues on the outstanding balance from the due date.

Any funds that may remain after completion of the Services will be retained by the Institution.

Pages 10-15 omitted.

This section describes in detail the background objectives and details of the research to be performed and the drug dosing schedules and amounts and contains information that is proprietary and confidential and belongs to NeonMind.