

ACKNOWLEDGEMENT AND ADDENDUM

This Acknowledgement and Addendum to the Asset Purchase Agreement (as defined herein) (this “**Acknowledgment**”) is made as of May 31, 2021, between HAVN Life Sciences Inc. (the “**Purchaser**”) and Bolt Therapeutics Limited Partnership (the “**Vendor**”).

RECITALS:

- A. On May 17, 2021, the Purchaser and the Vendor entered into an asset purchase agreement (the “**Asset Purchase Agreement**”), pursuant to which the Vendor agreed to sell, upon the satisfaction of certain conditions set out in the Asset Purchase Agreement, certain assets of the Vendor in exchange for an aggregate of 15,894,040 common shares in the capital of the Purchaser to be issued to the Vendor (or its designee) and a cash payment of \$1,000,000 to the Vendor.

- B. The Asset Purchase Agreement is subject to an Outside Date (as defined in the Asset Purchase Agreement) that is fourteen (14) calendar days after the date of the Asset Purchase Agreement. The parties have agreed to further extend the Outside Date to sixteen (16) calendar days after the date of the Asset Purchase Agreement.

NOW THEREFORE the parties agree as follows:

- 1. The Purchaser and the Vendor hereby acknowledge and agree that “Outside Date” referenced in Section 1.7 of the Asset Purchase Agreement shall now be read as: “Outside Date” means the date that is sixteen (16) calendar days after the date that first appears above.

- 2. Each party, upon receipt of notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this Acknowledgement.

- 3. This Acknowledgement may be signed and delivered by electronic transmission in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF the parties have caused this Acknowledgement to be executed in a legally binding manner on the date first written above, with effect as of and from May 31, 2021.

HAVN LIFE SCIENCES INC.


By:



Name: _____
Title: _____
Note (Personal Information)

BOLT THERAPEUTICS LIMITED PARTNERSHIP by its General Partner **1250387 B.C. LTD.**

By:

DocuSigned by:


Name: Mike Graw
Title: Director
Note (Personal Information)

Asset Purchase Agreement

This Asset Purchase Agreement (this “**Agreement**”) is made and entered into as of May 17, 2021 (the “**Effective Date**”) by and between Bolt Therapeutics Limited Partnership (“**Vendor**”) and Havn Life Sciences Inc. (“**Purchaser**”).

- A. Vendor is the owner of all right, title, and interest in and to the Purchased Assets (as defined below).
- B. Purchaser wishes to purchase the Purchased Assets from Vendor and Vendor wishes to sell, assign, transfer, and convey the Purchased Assets to Purchaser, in accordance with the terms and conditions of this Agreement.

The parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms and phrases shall have the following meanings:
 - 1.1 “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of assessment, notice of reassessment, proceeding, litigation, summons, subpoena, or investigation of any nature, including civil, criminal, administrative, investigative, regulatory, or otherwise, whether at law or in equity;
 - 1.2 “**Affiliate**” when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly;
 - 1.3 “**Closing**” means the closing of the transactions contemplated by this Agreement;
 - 1.4 “**Closing Date**” means the date on which Closing occurs;
 - 1.5 “**Encumbrance**” means any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance;
 - 1.6 “**Intellectual Property**” means any and all vested, contingent, and future rights, in any jurisdiction (including as set forth in any international treaty or convention), provided under: (a) patent law; (b) copyright law (including moral rights and other similar rights); (c) trademark law (including laws governing trademarks, trade names, service marks, certification marks and logos); (d) plant breeder laws; (e) design patent or industrial design law; (f) semi-conductor chip or mask work law; or (g) any other statutory provision (including laws governing domain names) or common law principle (including trade secret law and laws relating to know-how, confidential information, or any other information of the same or similar nature or protected in the same or similar way) governing intellectual property, whether registered or unregistered, and including rights in any and all applications and registrations in respect of the foregoing and all rights of action, powers and benefits relating thereto, including the right to collect royalties, fees, income, payments, and other proceeds, the right to bring proceedings and to claim or recover damages or other legal or equitable remedies in relation to any past, present, or future infringement, misappropriation, violation, misuse, breach, or default;

- 1.7 **“Outside Date”** means the date that is fourteen (14) calendar days after the date first written above;
- 1.8 **“Person”** means (a) any corporation, company, limited liability company, partnership, governmental authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of Persons, whether incorporated or not; and (b) any individual, including in his or her capacity as trustee, executor, administrator, or other legally appointed representative;
- 1.9 **“Purchased Assets”** means (a) all tangible and intangible assets of Vendor, including patents, patents pending, or patents applied for, relating to the intended treatment of migraine and cluster headaches or treatment and alleviation of symptoms of migraine and cluster headaches, including the formulation of non-psychedelic 2 Bromo-Lysergic Acid Diethylamide (LSD), referred to internally by Vendor as BOL148; and (b) all Intellectual Property in and to the foregoing, including but not limited to the patent application set forth in Schedule A (the **“Patent Application”**) and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof; and
- 1.10 **“Representatives”** means with respect to any Person, any and all directors, officers, employees, contractors, consultants, financial advisors, legal counsel, accountants, representatives, and other agents of such Person.

2. **Purchase and Sale.**

- 2.1 **Purchase and Sale of Purchased Assets.** Subject to the terms and conditions of this Agreement, Vendor hereby agrees to absolutely, irrevocably, and unconditionally sell, assign, transfer, and convey to Purchaser, and Purchaser hereby agrees to purchase from Vendor, all of Vendor’s right, title, and interest in and to the Purchased Assets throughout the world, free and clear of any Encumbrances. The parties acknowledge and agree that Purchaser’s purchase of the Purchased Assets will be effective as of the Closing Date at which time all of Vendor’s right, title, and interest in and to the Purchased Assets is hereby irrevocably sold, assigned, transferred, and conveyed to Purchaser.
- 2.2 **No Assumption of Liabilities.** Purchaser shall not assume any liabilities or obligations of Vendor of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or later created, including in relation to the Purchased Assets.
- 2.3 **Purchase Price.** The purchase price for the Purchased Assets is \$13,000,000.000 (the **“Purchase Price”**).
- 2.4 **Payment of the Purchase Price.** Subject to the terms and conditions of this Agreement, Purchaser shall pay and satisfy the Purchase Price as follows:
- (a) a cash payment of \$1,000,000 (the **“Cash Purchase Price”**);
 - (b) subject to Section 2.5, an aggregate of \$12,000,000 worth of common shares in the capital of Purchaser (the **“Purchaser Shares”**), at an issue price per Purchaser Share equal to \$0.755.

Vendor acknowledges and agrees that it is not entitled to any other payments from Purchaser.

2.5 **Escrow Purchaser Shares and Milestone Purchaser Shares.**

- (a) \$8,000,000 worth of Purchaser Shares will be issued at Closing and shall be held, together with a stock transfer power of attorney(s), by Purchaser and shall be released by Purchaser to Vendor on the following basis (the **"Escrowed Purchaser Shares"**):
 - (i) one-sixth (1/6th) of the Escrowed Purchaser Shares shall be released to Vendor on the date that is three (3) months after the Closing Date;
 - (ii) one-sixth (1/6th) of the Escrowed Purchaser Shares shall be released to Vendor on the date that is six (6) months after the Closing Date;
 - (iii) one-sixth (1/6th) of the Escrowed Purchaser Shares shall be released to Vendor on the date that is nine (9) months after the Closing Date;
 - (iv) one-sixth (1/6th) of the Escrowed Purchaser Shares shall be released to Vendor on the date that is twelve (12) months after the Closing Date;
 - (v) one-sixth (1/6th) of the Escrowed Purchaser Shares shall be released to Vendor on the date that is fifteen (15) months after the Closing Date; and
 - (vi) one-sixth (1/6th) of the Escrowed Purchaser Shares shall be released to Vendor on the date that is eighteen (18) months after the Closing Date.

- (b) \$4,000,000 worth of Purchaser Shares will be issued at Closing and shall be held, together with a stock transfer power of attorney(s), by Purchaser and shall be released by Purchaser to Vendor on the following basis (the **"Milestone Purchaser Shares"**):
 - (i) \$1,000,000 Milestone Purchaser Shares shall be released to Vendor upon the completion of a successful animal model study in respect of the Purchased Assets;
 - (ii) \$1,000,000 Milestone Purchaser Shares shall be released to Vendor upon the successful formulation of a drug compound based on the Purchased Assets (the **"Drug"**);
 - (iii) \$1,000,000 Milestone Purchaser Shares shall be released to Vendor upon the filing of PCT application in respect of the Drug; and
 - (iv) \$1,000,000 Milestone Purchaser Shares shall be released to Vendor upon a successful IND filing in respect of the Drug

3. **Closing.**

3.1 Completion of the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions precedent for the benefit of Vendor, each of which may be waived by Vendor in its sole discretion:

- (a) The representations and warranties of Purchaser contained in this Agreement being true on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.
- (b) All of the covenants and obligations of Purchaser to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly performed or observed.
- (c) Closing occurring before the Outside Date.

3.2 Completion of the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions precedent for the benefit of Purchaser, each of which may be waived by Purchaser in its sole discretion:

- (a) Purchaser being satisfied with the results of its due diligence investigations of the Purchased Assets, in its sole and unfettered discretion.
- (b) There shall have been no material adverse effect in respect of the Purchased Asset since the date hereof.
- (c) The representations and warranties of Vendor contained in this Agreement being true on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.
- (d) All of the covenants and obligations of Vendor to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly performed or observed.
- (e) The Head of Clinical Affairs of Vendor, Salman Hoda, entering into a consulting agreement with Purchaser, or its Affiliate, upon the terms and conditions satisfactory to Purchaser, in its sole discretion.
- (f) The necessary filings with the Canadian Securities Exchange having been completed.
- (g) Receipt of all necessary regulatory approvals.
- (h) Closing occurring before the Outside Date.

3.3 **Vendor Deliverables.** At the Closing, Vendor shall deliver to Purchaser the following:

- (a) A confirmatory assignment agreement in form and substance satisfactory to Purchaser duly executed by Vendor, confirming the assignment to Purchaser of the Purchased Assets, including the Patent Application and all of Vendor's right, title, and interest in and to all other Intellectual Property included in or relating to the Purchased Assets.

- (b) A certificate signed by an officer of Vendor confirming that:
 - (i) all representations and warranties of Vendor contained herein are true and correct as of the Closing Date; and
 - (ii) all covenants and conditions of Vendor to be performed and observed in this Agreement prior to or at Closing have been performed.
- (c) Certified copies of all necessary corporate and shareholders resolutions (if applicable), authorizations and proceedings of Vendor that are required to be taken or obtained to authorize the execution, delivery and performance of this Agreement and the completion of the transactions contemplated herein and permit the due and valid transfer of the Purchased Assets to Purchaser.
- (d) Executed stock transfer power of attorneys in respect of the certificates representing the Purchaser Shares.
- (e) Consulting agreement of Salman Hoda in form and substance acceptable to Purchaser.
- (f) Such further and other documentation as is referred in this Agreement or as Purchaser may reasonably require to give effect to this Agreement.

3.4 **Purchaser Deliverables.** At the Closing, Purchaser shall deliver to Vendor the following:

- (a) The Cash Purchase Price, payable according to Vendor's written instructions.
- (b) Certified copies of all necessary corporate resolutions, authorizations and proceedings of Purchaser that are required to be taken or obtained to authorize the execution, delivery and performance of this Agreement and the completion of the transactions contemplated herein and permit the due and valid payment of the Purchase Price to Vendor.
- (c) A certificate signed by an officer of Purchaser confirming that:
 - (i) all representations and warranties of Purchaser contained herein are true and correct as of the Closing Date; and
 - (ii) all covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing have been performed.

4. **Representations and Warranties of Vendor.** Vendor represents and warrants to Purchaser that the statements contained in this section 3 are true and correct.

4.1 **Organization and Qualification.** Vendor is a limited partnership registered and validly existing under the laws of the Province of British Columbia and has not been discontinued or dissolved under such law. Vendor has the corporate power and capacity to enter into this Agreement and all documents to be delivered under this Agreement, to carry out its obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. The execution, delivery, and

performance of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated by and under this Agreement have been duly authorized by all requisite partnership action on the part of Vendor. This Agreement and all documents to be delivered under this Agreement have been duly executed and delivered by Vendor, and this Agreement and the documents to be delivered under this Agreement constitute legal, valid, and binding obligations of Vendor, enforceable against Vendor in accordance with their respective terms.

4.2 **No Conflict.** The execution, delivery, and performance by Vendor of this Agreement and the documents to be delivered under this Agreement, and the consummation of the transactions contemplated by this Agreement, do not and will not:

- (a) violate or conflict with the Certificate of Limited Partnership or Limited Partnership Agreement of Vendor;
- (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Vendor or the Purchased Assets;
- (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Vendor is a party or to which any of the Purchased Assets are subject; or
- (d) result in the creation or imposition of any Encumbrance on the Purchased Assets.

No consent, approval, waiver or authorization is required to be obtained by Vendor from any Person (including any governmental authority) in connection with the execution, delivery and performance by Vendor of this Agreement and the consummation of the transactions contemplated by this Agreement. The consummation of the transactions contemplated by this Agreement will not result in the loss or impairment of, or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, Purchaser's right to own, use, or hold for use any of the Purchased Assets.

4.3 **Ownership of the Purchased Assets.** As at the Effective Date, Vendor is the sole and exclusive owner or all right, title, and interest in and to the Purchased Assets, free and clear of any and all Encumbrances. No other Person has any legal, equitable, direct, indirect, contingent, or other right, title, or interest, in or to the Purchased Assets. Except for Vendor's rights under this Agreement, no Person has any option, right, or other agreement that is or is capable of becoming an option, right, or agreement under which Vendor is or may become obliged to, or that would restrict Vendor's ability to, sell, assign, transfer, convey, or otherwise dispose of the Purchased Assets.

4.4 **Employees and Independent Contractors.** Vendor has entered into binding, written agreements with every current and former employee of Vendor, with every current and former independent contractor, whereby such employees and independent contractors (a) assign to Vendor all right, title, and interest in and to the Purchased Assets; (b) acknowledge Vendor's sole and exclusive ownership of

all right, title, and interest in and to the Purchased Assets; and (c) waive any and all moral rights (and other similar rights) that such employees or independent contractors may have, now or in the future, in relation to the Purchased Assets.

- 4.5 **Permissions.** Vendor has obtained all necessary waivers, releases, consents, licences, and permissions for the use and exploitation of any materials or other subject matter used in or incorporated into the Purchased Assets that are owned or controlled by any other Person, and are not in the public domain.
- 4.6 **IP Registrations.** Schedule A lists all applications and registrations relating the Purchased Assets, including the Patent Application (collectively, the “**IP Registrations**”). All required filings and fees related to the IP Registrations have been timely filed with and paid to the relevant governmental authorities and authorized registrars, and all IP Registrations are otherwise in good standing. Vendor has provided Purchaser with true and complete copies of file histories, documents, certificates, examiners’ reports, office actions, correspondence, and other materials related to all IP Registrations. Vendor is the sole and exclusive legal and beneficial owner of all right, title, and interest in and to the IP Registrations.
- 4.7 **Versions; Accuracy; Registrability.** Vendor has disclosed to Purchaser all versions and developments of the Purchased Assets. To Vendor’s knowledge, following reasonable diligence and due inquiry performed in accordance with commercially reasonable standards all statements and facts in or in relation to the Purchased Assets are true or are based on reasonable research for accuracy.
- 4.8 **Patent Application.** To the knowledge of Vendor, the invention, technology, and other subject matter that is the subject of the Patent Application (collectively, the “**Technology**”) is patentable in accordance with applicable laws. To the knowledge of Vendor, there is no other Person that has filed a patent application, or may otherwise claim any prior rights with respect to the Technology.
- 4.9 **Protection of the Purchased Assets.** Vendor has taken all reasonable steps to maintain the Purchased Assets and to protect and preserve the confidentiality of all trade secrets included in and in relation to the Purchased Assets, including requiring all Persons having access to the Purchased Assets to execute written non-disclosure agreements containing reasonable and industry standard terms, conditions, and obligations with respect to the protection and non-disclosure of any confidential, proprietary, unique, or otherwise valuable information, including know-how and trade secrets, in or relating to the Purchased Assets.
- 4.10 **Non-Infringement.** To the knowledge of Vendor, the Purchased Assets have not infringed, misappropriated, diluted or otherwise violated, and have not, do not, and will not infringe, dilute, misappropriate or otherwise violate, the Intellectual Property or other rights of any Person. To the knowledge of Vendor, no Person has infringed, misappropriated, diluted, or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating any of Vendor’s rights in or to the Purchased Assets. To the knowledge of Vendor, following reasonable inquiry and due diligence, (a) the Purchased Assets are original to Vendor and the Persons that Vendor employed or specially ordered to commission, author, create, or develop the Purchased Assets; (b) the subject matter of which the Purchased

Assets are comprised have not been copied from any other works or subject matter that are owned by any third party or are in the public domain.

- 4.11 **No Actions.** To the knowledge of Vendor, there are no Actions (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a licence): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by Vendor in connection with the Purchased Assets; (ii) challenging the validity, enforceability, registrability or ownership of any Purchased Assets or Vendor's rights with respect to any Purchased Assets; (iii) otherwise relating to affecting the Purchased Assets; or (iv) by Vendor or any other Person alleging any infringement, misappropriation, dilution, or violation by any Person of any Purchased Assets. To the knowledge of Vendor, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. Vendor is not subject to any outstanding or prospective governmental order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any governmental authority (including any application or petition therefor) that does or would restrict or impair the use of any Purchased Assets.
- 4.12 **Compliance with Laws.** Vendor has complied, and is now complying, with all federal, provincial, territorial, and local laws and regulations applicable to the ownership, development, use, and other exploitation of the Purchased Assets.
- 4.13 **Full Disclosure.** No representation or warranty by Vendor in this Agreement and no statement contained in any certificate or other document furnished or to be furnished to Purchaser under this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which the made, not misleading.
5. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Vendor that the statements contained in this section 5 are true and correct.
- 5.1 **Corporate Status; Authorizations.** Purchaser is a corporation incorporated and validly existing under the laws of the Province of British Columbia and has not been discontinued or dissolved under such law. Purchaser has the corporate power and capacity to enter into this Agreement and the documents to be delivered under this Agreement, to carry out its obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. The execution, delivery, and performance of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated by and under this Agreement have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and all documents to be delivered under this Agreement have been duly executed and delivered by Purchaser, and this Agreement and the documents to be delivered under this Agreement constitute legal, valid, and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.
- 5.2 **No Conflict.** The execution, delivery, and performance by Purchaser of this Agreement and the documents to be delivered under this Agreement, and the consummation of the transactions contemplated by this Agreement, do not and will not:

- (a) violate or conflict with the articles of incorporation, by-laws, or any unanimous shareholder agreement of Purchaser; or
- (b) conflict with or conflict with or result any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Purchaser.

No consent, approval, waiver or authorization is required to be obtained by Purchaser from any Person (including any governmental authority) in connection with the execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby.

6. **Covenants.**

- 6.1 **Public Announcements.** Unless otherwise required by applicable law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).
- 6.2 **Confidentiality.** From and after the Closing, Vendor shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Purchased Assets, except to the extent that Vendor can show that such information (a) is generally available to and known by the public through no fault of Vendor, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by Vendor, any of its Affiliates or their respective Representatives from and after the Closing from sources who are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Vendor or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of law, Vendor shall promptly notify Purchaser in writing and shall disclose only that portion of such information that Vendor is advised by its counsel in writing is legally required to be disclosed, provided that Vendor shall use its reasonable best efforts to obtain an appropriate injunction, protective order or other reasonable assurance that confidential treatment will be accorded such information.
- 6.3 **Further Assurances.** Each party, upon receipt of the written request of the other party shall sign (or cause to be signed) all further documents and instruments, do (or cause to be done) all further acts, and provide (or cause to be provided) all reasonable assurances as may reasonably be necessary or desirable to give effect to this Agreement and the transactions contemplated by this Agreement.
- 6.4 **Provisional Patent.** The Purchaser acknowledges that the Purchased Asset is a Provisional Patent and it is ultimately the USPTO's decision to approve the Patent Application. The Purchaser further acknowledges that, subject to the representations and warranties provided by the Vendor, its obligation to pay the Purchase Price to the Vendor is irrespective of the USPTO's decision to approve the Patent Application.

7. **Indemnification and Remedies.**

- 7.1 **Survival.** All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.
- 7.2 **Indemnification by Vendor.** Subject to section 7.4, Vendor shall defend, indemnify and hold harmless Purchaser, its Affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including legal fees, disbursements and charges, arising from or relating to:
- (a) any inaccuracy in or breach of any of the representations or warranties of Vendor contained in this Agreement or any document to be delivered under this Agreement; or
 - (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Vendor under this Agreement or any document to be delivered hereunder.
- 7.3 **Indemnification by Purchaser.** Subject to section 7.4, Purchaser shall defend, indemnify and hold harmless Vendor, its Affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including legal fees, disbursements and charges, arising from or relating to:
- (a) any inaccuracy in, or breach of, any of the representations or warranties of Purchaser set out in this Agreement or in any document to be delivered under this Agreement; or
 - (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Purchaser under this Agreement or any document to be delivered hereunder.
- 7.4 **Indemnification Procedures.** Whenever any claim shall arise for indemnification under this Agreement, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnify under this Agreement resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to damages resulting therefrom. The Indemnifying Party shall not settle an Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).
- 7.5 The indemnification provided for in this Section 7 shall be subject to the following limitations:

- (a) The aggregate amount of all losses for which an Indemnifying Party shall be liable under Section 7 as the case may be, shall not exceed the total amount of the Purchase Price.
- (b) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, exemplary, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

7.6 **Cumulative Remedies.** The rights and remedies provided in this section 7 are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise.

8. Termination.

8.1 This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated:

- (a) by mutual written consent of Purchaser and Vendor;
- (b) by Purchaser if any of the conditions in Section 3.2 have not been satisfied at or prior to Closing and Purchaser has not waived such condition at or prior to Closing;
- (c) by Vendor if any of the conditions in Section 3.2 have not been satisfied at or prior to Closing and Vendor have not waived such condition at or prior to Closing;
- (d) by Purchaser if it is not satisfied with the results of its due diligence investigations of the Purchased Assets, in its sole and unfettered discretion; or
- (e) by either Purchaser, on the one hand, or Vendor, on the other hand, if the Closing shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this Section 8.1(e) shall not be available to any party whose failure to fulfill any of its obligations has been the cause of, or resulted in, the failure of the Closing to occur by such date.

8.2 In the event of the termination of this Agreement in accordance with this Article 8, this Agreement shall forthwith terminate and there shall be no liability on the part of any party except


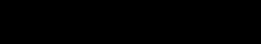
- (a) each party's obligations under Article 6, Article 8, Article 7 and Section 9.1 shall survive; and
- (b) if this Agreement is terminated by a party because of a breach of this Agreement by the other party or because a condition for the benefit of the terminating party has not been satisfied because the other party has failed to perform any of its obligations or covenants under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

9. **General Terms.**

9.1 **Expenses.** All costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing has occurred.


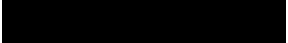
9.2 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section 9.2):

(a) If to Purchaser:

Havn Life Sciences Inc.
3800 Westbrook Mall
Vancouver, British Columbia
V6S 2L9
Attention: 
Email: 



With a copy to:

Note (Personal Information)

Cassels Brock & Blackwell LLP
2200-885 West Georgia Street
Vancouver, British Columbia
V6C 3E8
Attention: 
Email: 

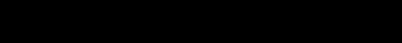

(b) If to Vendor:

Note (Personal Information)

BOL Therapeutics
200-931 Fort Street
Victoria, BC V8V 3K3
Attention: 
Email: 

With a copy to:

Note (Personal Information)

Infinity Law
200-931 Fort Street
Victoria, BC V8V 3K3
Attention: 
Email: 

Note (Personal Information)


- 9.3 **Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- 9.4 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 9.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 9.6 **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in any Schedules to this Agreement (other than an exception expressly set forth as such in such Schedules), the statements in the body of this Agreement will control.
- 9.7 **Successors and Assigns.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- 9.8 **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 9.9 **No Amendment.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both parties.
- 9.10 **No Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- 9.11 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein. Any Action arising out of or based upon this Agreement or the transactions contemplated by or under this Agreement shall be brought in the courts of the province of British Columbia, each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such Action. The parties irrevocably and unconditionally waive any objection to the venue of any Action in such courts and irrevocably waive and agree not to plead in any such court that any such Action brought in any such court has been brought in an inconvenient forum.
- 9.12 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

HAVN LIFE SCIENCES INC.

By: 
Name: Tim Moore
Title: CEO Note (Personal Information)

**BOLT THERAPEUTICS LIMITED
PARTNERSHIP** by its General Partner
1250387 B.C. LTD.

By: 
Name: Mike Graw
Title: General Partner Note (Personal Information)

Schedule A

Application Number	63/116,891
Country	U.S.
Filing Date	11/22/2020
Title of Patent and First Named Inventor	PHARMACEUTICAL COMPOSITION COMPRISING 2-BROMO-LYSERGIC ACID DIETHYLAMIDE AND THYMOQUINONE Fadia Saad
A TTY.DOCKET.NO	1000-0300F