

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**" or "**Agreement**") is entered into on July 12, 2021

BETWEEN:

HYPHA WELLNESS JAMAICA PSILOCYBIN ("HWJP"), a company focused on the cultivation, extractions, and manufacturing of nutraceuticals, with a registered address of 2a Gwendon Park Ave, Kingston 8, Jamaica

- and -

P.A. Benjamin Manufacturing Company Limited ("PAB") a pharmaceutical manufacturing company, with a registered address of 97 East St, Kingston, Jamaica

(together the "**Agents**")

- and -

HAVN LIFE SCIENCES INC. ("HLS"), a company focused on unlocking human performance using evidence-informed research. HLS is focused on producing standardized, quality-controlled extraction of psychoactive compounds from plants and fungi, and the development of natural health care products from novel compounds, with an address of 3800 Westbrook mall, Vancouver British Columbia V6S 2L9, Canada.

(each a Party and collectively, the "**Parties**")

WHEREAS

- A. The Parties believe there is a global growing demand for psilocybin medicinal products (the "**Products**").
- B. The Parties are each committed to developing safe, quality-controlled Products for sale in Jamaica and export globally.
- C. The Parties wish to enter into a formal understanding with respect to the production and export management of the Products, subject in all respects to compliance with laws and licensing requirements ("**Research Arrangement**").

1. Purpose

The Parties believe that collaborating and entering into a definitive Research Arrangement will be in their mutual best interest and will endeavour in good faith to agree upon the detailed terms of the Research Arrangement on the basis of the principles set forth in this MOU and take all necessary actions in order to successfully pursue the Research Arrangement and enter into the Definitive Agreements (defined herein).

2. Documentation

Following the execution of this MOU, the Agents and HLS, or the successor or assignee of HLS, as applicable, agree to negotiate and enter into mutually agreeable formal documents which will govern the terms and conditions of the Research Arrangement, consistent with the terms of this Agreement (collectively, the "**Definitive Agreements**").

3. Compliance with Laws and Licensing

Except as to the obligations with respect to Confidentiality and Disclosure set out herein, this MOU is subject to and conditional in all respects on production, marketing and sale of the Products

for the purposes and on the terms herein contemplated being authorized by all applicable laws and all confirmations and approvals necessary for the Parties to engage in the sale of the Products as herein contemplated, including the approval of the board of directors of HLS and all applicable governmental authorities.

4. Business Development Opportunities and Priorities

Under the Research Arrangement the Parties endeavor to collaborate in a research and business development project to develop, market and export the Products. Each Party will individually and collectively take on certain roles and responsibilities, as further described in the Definitive Agreements, including but not limited to the following:

- (a) The Parties will collaborate towards developing a GMP standardized powdered homogenized psilocybin mushroom product for export from Jamaica to researchers in Canada, United States of America and for domestic distribution in Jamaica.
- (b) Quality control and testing for psilocybin content will be done in Jamaica using HWJPs partners and by receiving parties in Canada and the United States of America.
- (c) Through internal business development studies, including procuring legal advice, product pricing, product testing and brand development, the Parties will decide upon the most profitable route to take a Product to the aforementioned markets.

5. Product Development

Upon completion of internal business development studies, the Parties shall consider the opportunity to cooperate in co-developing differentiated products as further described in the Definitive Agreements, including but not limited to the following:

- (a) HLS will provide its production and extraction expertise for psilocybin mushrooms, specialized equipment for scaled production of psilocybin mushrooms, produce standardized, quality-controlled extraction of psychoactive compounds from plants and fungi, and facilitate application and receipt of necessary regulatory permits or other governmental approvals for GMP export;
- (b) PAB will provide everything necessary for the export of GMP psilocybin (or mushrooms containing GMP psilocybin) from Jamaica, including without limitation procuring or providing space for scaled production, and a lab for extraction;
- (c) HWJP will provide oversight and management of the Research Arrangement, product development expertise and advising on manufacturing for Jamaican and international markets;
- (d) Following development of the Product, the Product will be sold in legal markets within Jamaica and the Caribbean region and into the global market by HLS under HLS branding, with an additional licensing stamp on the package as indicated by Agents in writing.

6. Market Development Concept and Strategy

In furtherance of the above, the Parties will, as an initial step, conduct internal studies, including studies into:

- (a) legal implications and requirements surrounding releasing a product in Jamaica, the Caribbean region, and international markets;

- (b) the infrastructure needed to package products;
- (c) packaging required to package products;
- (d) dosage requirements;
- (e) research into the existing psilocybin products globally; and
- (f) pricing and revenue generation.

7. Assumptions and Responsibilities

Agents are fully committed partners to HLS in this initiative and look forward to working with HLS to develop an equitable and enduring structure to achieve success. To this end, each Party individually and collectively will comply with all laws in any relevant jurisdiction in the world where operations of the business occur.

In furtherance of the objectives outlined herein, the Agents will:

- (a) HLS will license its expertise in growing and cultivating medical psilocybin mushrooms to the Agents,
- (b) HWJP will provide its services and expertise toward Jamaican business development,
- (c) PAB will act as local contract manufacturer capable of good manufacturing practice (“GMP”) exports, and plan and facilitate the performance of the requirements necessary for export.
- (d) provide HLS with manufacturing contracts through existing agreements; and
- (e) provide HLS with analysis of the fruits once harvested.

In furtherance of the objectives outlined herein, the Parties together will:

- (a) continue to cultivate psilocybin until maturity in 2021;
- (b) work to co-develop dried mushrooms;
- (c) study the local and international market for similar products to create product pricing guidelines;
- (d) agree upon a structure for sharing the profits of all dried psilocybin products; and
- (e) work together to create a plan for future supply.

8. Intellectual Property

In order to facilitate the foregoing and as further described in the Definitive Agreements, each Party will license its intellectual property rights in connection to the Research Arrangement and the Products as necessary to facilitate each Party’s performance of its roles and responsibilities under the Definitive Agreements.

The Parties acknowledge and agree that, subject to the limited rights expressly granted under the Definitive Agreements, each Party shall reserve all right, title, and interest in and to their pre-existing intellectual property and intellectual property rights.

The Parties do not anticipate any new intellectual property to be created under this agreement. In the event that new intellectual property is created, the Parties agree to enter into good faith negotiations to determine ownership of that intellectual property.

9. Exclusivity During the Negotiation Period

This MOU provides for an exclusive dealing period which may be commenced on a date designated by the parties after the Effective Date of this MOU until the termination of this MOU in accordance with the terms herein for a period of 30 days (the "**Negotiation Period**"). During the Negotiation Period, the Agents:

- (a) work exclusively with HLS and in good faith in an effort to complete the objectives contemplated herein;
- (b) will not initiate, propose, assist, or participate in any activities or solicitations in opposition to or in competition with the objectives contemplated herein and, without limiting the generality of the foregoing, will not directly or indirectly solicit or attempt to induce any other person to initiate an alternative acquisition proposal or any other transaction inconsistent with the completion of the objectives contemplated herein, undertake any transaction or negotiate any transaction that could potentially conflict with the objectives contemplated herein and not take any actions of any kind which may be reasonably expected to reduce the likelihood of success of the objectives contemplated herein, except as required by statutory law;
- (c) will immediately cease and cause to be terminated any existing negotiations with or by any person, corporation, partnership or other entity or group, including any of its officers, directors or employees (other than with HLS and its designees), that may be ongoing with respect to any other transaction inconsistent with the objectives contemplated herein; and
- (d) will use its reasonable commercial efforts to obtain all third-party approvals required in respect of the objectives contemplated herein.

For clarity, exclusivity under this MOU shall only apply to the 30-day Negotiation Period as it relates to the negotiation of a definitive agreement between the parties. Any exclusivity under the definitive agreement is subject to negotiations as between the parties during the Negotiation Period.

10. Effective Date

This MOU shall be effective as of and from the Effective Date and, save as otherwise herein provided, shall continue for two (2) years from the Effective Date (the "**Initial Term**"), following which it shall automatically renew for additional one (1) year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

11. Termination

This Agreement may be terminated upon thirty (30) days written notice by either Party. For the avoidance of doubt, this Termination provision applies only to this Agreement. The Parties will negotiate the termination provisions for the Definitive Agreement.

12. Confidentiality

The Parties hereto each agree that the existence and terms of this MOU, any information disclosed, whether before or after the date hereof and whether or not such information is identified as confidential, by a Party to the other Party with respect to the disclosing Party and/or its business

(including, without limitation, any financial information, business plans, technical specifications, trade secrets, know-how, facility specifications or marketing plans) and any discussions or correspondence regarding the objectives contemplated herein, in each case, whether in written or verbal form ("**Confidential Information**"), are confidential; provided, however, that the term "**Confidential Information**" does not include information which was or becomes generally available to the public other than as a result of the disclosure by a Party in violation of this MOU. Except as specifically provided herein, the Parties shall hold the Confidential Information in strict confidence and shall use and reproduce the Confidential Information only to the extent reasonably necessary to give effect to the objectives contemplated herein (the "**Purpose**"). It shall not be a breach of the obligations of either Party to provide access to Confidential Information to, and to authorize the use and reproduction of the Confidential Information only as is reasonably necessary to fulfil the Purpose by:

- (a) wholly owned subsidiaries of the Party ("**Subsidiaries**"); or
- (b) the employees, officers, directors, accountants and/or legal advisors of the Party or its Subsidiaries (collectively, the "**Representatives**"), provided that the Party is vicariously liable for the failure of any Subsidiary or Representative to whom Confidential Information is disclosed to comply with the Party's obligations hereunder and further provided that the Subsidiary or Representative:
 - (i) has a need to know the Confidential Information to fulfil the Purpose;
 - (ii) has been informed of the confidential nature of the Confidential Information and the existence of this Agreement; and (c) who have agreed or are under an obligation not to disclose the Confidential Information. Each Party may also disclose Confidential Information if and only to the extent:
 - (iii) it is required to do so by law, regulation or stock exchange rules; or
 - (iv) the other Party gives its prior written authorization to disclose a particular piece of the Confidential Information, which authorization is executed by an officer or director of the Party, provided, however, that such authorization shall not be deemed to be authorization to disclose all of the Confidential Information.

The Parties shall use a reasonable degree of care to prevent the unauthorized use, reproduction or disclosure of any Confidential Information, which care shall not be less than the degree of care that the Party uses to protect its own Confidential Information of a similar nature. For clarification, this does not permit a Party to allow access to the Confidential Information by third parties to whom it generally permits access to its own Confidential Information. The Parties hereby acknowledge and agree that they shall not acquire any rights in or to any Confidential Information exchanged under this Letter of Intent. The Parties agree that disclosure or inappropriate use of the Confidential Information could cause irreparable harm. The Parties agree that neither they nor any of their respective Representatives makes any express or implied representation or warranty herein as to the accuracy or completeness of the Confidential Information. The Parties agree that both Parties have the right to seek, in addition to any of its other rights and remedies, injunctive relief for any violation of this provision without posting bond, or by posting bond at the lowest amount required by law.

13. Governing Law

The Binding Provisions (as defined below) of this MOU shall be construed, interpreted and enforced in accordance with, and the respective rights of the Parties shall be governed by, the laws of the Province of British Columbia and the laws of Canada applicable therein (excluding any conflict of law rule or principle of such laws that refer such interpretation or enforcement to

the laws of another jurisdiction). Notwithstanding the foregoing, as it relates to regulatory issues, the Parties agree to be bound by the laws of the jurisdiction giving rise to such regulatory issue(s). Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder or relating hereto in connection with the Binding Provisions (including for the avoidance of doubt with respect to all regulatory issues).

14. No Binding Agreement

This MOU reflects the intention of the Parties, but for the avoidance of doubt neither this MOU nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party, except with regard to the provisions labelled "Exclusivity", "Confidentiality" and "Governing Law" (the "Binding Provisions").

15. Relationship of Parties

Nothing in this MOU shall be deemed or construed to create a partnership, joint venture or legal entity of any kind between the Parties, or constitute either of them as agent for the other, and neither Party has any right or power, whether express or implied, to bind the other Party. For certainty, no Party shall be under any fiduciary or other duty to the other.

16. Good Faith

The Parties shall negotiate together in good faith and in a spirit of co-operation with a view to concluding the terms and conditions of the Definitive Agreements and other ancillary or related documentation necessary to complete the transactions contemplated herein. The Parties agree to do, execute and deliver all such further or other things and documents as are necessary or desirable to carry out the intention of this MOU.

17. Enforceability

This MOU shall be binding upon and inure to the benefit of the Parties, and their respective successors, agents, personal representatives, and assigns.

18. Time is of the Essence

Time shall be of the essence of this MOU.

19. Assignment

The Agents may not assign any of their rights or obligations under this MOU except with the prior written consent of the HLS. HLS may assign its rights and obligations under this MOU.

20. Entire Understanding

This MOU and the agreements and other documents required to be delivered pursuant to this MOU constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this MOU and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this MOU except as specifically set forth in this MOU and any document required to be delivered pursuant to this MOU.

21. Severability

Each of the provisions contained in this MOU is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

22. Amendments, Waivers

This MOU may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. 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.

23. Acceptance and Formal Documentation

If this MOU is acceptable to you, please sign and return as noted below. This MOU may be executed in any number of counterparts, all of which shall be considered one and the same document and shall become effective when one or more counterparts have been signed by each Party hereto and delivered (by facsimile, email or otherwise) to the other Parties hereto, it being understood that all Parties need not sign the same counterpart.

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IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed on this 12 day of July, 2021.

HAVN LIFE SCIENCES INC.

By: Tim Moore, CEO



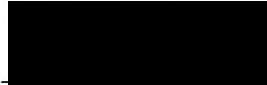
Authorized Signatory

Note (Personal Information)

Agreed on this 12 day of July, 2021.

HYPHA WELLNESS JAMAICA PSILOCYBIN

By:



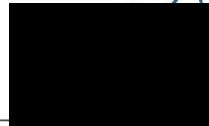
Authorized Signatory

Note (Personal Information)

Agreed on this 12 day of July, 2021.

**P.A. Benjamin Manufacturing Company
Limited**

By:



Authorized Signatory

Note (Personal Information)