

MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 26th day of November, 2020.

BETWEEN:

MYND Life Sciences Inc. a company incorporated under the laws of British Columbia and having its office at 733 Finns Road, Kelowna, British Columbia, V1X 5B7.

(the "**Company**")

OF THE FIRST PART

AND:

Lyle Oberg, an individual residing at 2055 Manuel Road, Kelowna, British Columbia, V1Z 2Z2.

("CONSULTANT")

OF THE SECOND PART

(collectively the "**Parties**" or individually as the "**Party**").

WHEREAS: The Company wishes to retain the **CONSULTANT** as an independent CONSULTANT to provide consulting services to the Company on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements contained herein the parties hereto covenant and agree as follows:

1. DEFINITIONS

1.1 **Scope.** The Company's Scope includes scientific research and the development related to vaccines, ownership and exploitation of intellectual property, in the field of psilocybin.

1.2 **Company.** The Company includes MYND Life Sciences Inc, its subsidiaries, parent company, and any other companies formed as a result of an acquisition, amalgamation, merger, wind-up or any other business combination involving the Company not contemplated herein at the time of and following the date of this Agreement. For greater clarity, Company will include any parent company existing at the time of this Agreement or formed subsequent to the date of this Agreement as a result of a business combination involving MYND Life Sciences Inc.

2. ENGAGEMENT

2.1 **Engagement of CONSULTANT.** The Company hereby retains and engages CONSULTANT and CONSULTANT hereby accepts such retainer and engagement to perform the services described in Section 3 within the Company's Scope hereof on the terms and conditions hereinafter set forth (the "**Engagement**").

2.2 **Period of Engagement**. The period of CONSULTANT's Engagement under this Agreement (the "**Period of Engagement**") shall commence on the date hereof and shall continue until otherwise terminated as set forth herein.

- (a) **Retaining Market Capitalization Bonuses**. The Company acknowledges that by participating in this Agreement, the CONSULTANT has earned in advance any market capitalization bonuses outlined in section 4.4 of this Agreement for a period of 12 months after the termination of this Agreement regardless of the reason for termination or which party initiated the termination.

3. **SERVICES**

3.1 **Services**. During the Period of Engagement, CONSULTANT will provide advisory services to the Company and its subsidiaries (collectively referred to as the "**Company**") as may be requested by and at the direction of the Board of Directors of the Company (the "**Board**") from time to time and as are reasonably within the expertise and experience of CONSULTANT and its designated personnel as related to the Scope of this Agreement.

3.2 **Performance of Engagement**. CONSULTANT will be granted the title of Chief Executive Officer for the Company to facilitate the fulfilment of the Engagement hereunder.

4. **FEES**

4.1 **Base Fee**. During the Period of Engagement the Company shall pay CONSULTANT a total base fee (the "**Base Fee**") at the rate of CAD \$14,000 per month plus GST. The Base Fee will increase to \$20,000 per month plus GST after the Company has raised a minimum of \$3 million and is listed on a public stock exchange. Base Fees are payable once per month on the first day of every month in increments of one equal payment. This Base Fee may be increased from time to time at the discretion of the Board. While the Company guarantees the total amount of CONSULTANT's Base Fee, such payment may be satisfied in whole or in part by payments from the Company's subsidiaries, all payments are to be made in Canadian Dollars.

4.2 **Stock Options**. CONSULTANT will be eligible to participate in the company stock option plan and receive stock options at the discretion of the Board.

4.3 **Incentive Fee**. In addition to the Base Fee provided for in Section 4.1 hereof, CONSULTANT shall be eligible for an incentive fee (the "**Incentive Fee**"). The amount to be awarded is subject to the discretion of the Board. Such Incentive Fee may be satisfied in whole or in part by payments from the Company's subsidiaries and may be payable in shares of the Company at the option of the Company.

4.4 **Market Capitalization Bonus**. In the event that the Company's market capitalization (the "**Market Capitalization**") once public reaches certain thresholds as listed below, (the "**Market Capitalization Milestone**"), the Company will pay a fee (the "**Market Capitalization Fee**") within 5 business days after the applicable Market Capitalization Milestone is met as follows:

- (a) \$250,000 Market Capitalization Fee if the Market Capitalization reaches an average of \$100 million for a minimum period of 30 consecutive trading days based on the daily closing price;
- (b) \$250,000 Market Capitalization Fee if the Market Capitalization reaches an average of \$200 million for a minimum period of 30 consecutive trading days based on the daily closing price;
- (c) \$250,000 Market Capitalization Fee if the Market Capitalization reaches an average of \$300 million for a minimum period of 30 consecutive trading days based on the daily closing price;

- (d) \$250,000 Market Capitalization Fee if the Market Capitalization reaches an average of \$400 million for a minimum period of 30 consecutive trading days based on the daily closing price;
- (e) \$500,000 Market Capitalization Fee if the Market Capitalization reaches an average of \$500 million for a minimum period of 30 consecutive trading days based on the daily closing price;

For the purposes hereof, the Market Capitalization on any given day shall be calculated as follows:

$$\text{Market Capitalization} = A \times B$$

where:

A = the number of issued and outstanding listed shares of the Company

B = the closing stock price of the Company's listed shares on the principal stock exchange on which the Company is then listed on the date in question.

The Market Capitalization Fee is a stand-alone fee that is paid on a cumulative basis. For example, if the Market Capitalization closes at \$210 million on July 1st, (a) and (b) above would be payable for a total of \$500,000 if the Market Capitalization remains above \$200 million for 30 consecutive trading days. If the Market Capitalization falls below \$200 million but remains above \$100 million during that 30 consecutive trading days, then only (a) above for \$250,000 would be payable.

The Market Capitalization Fees are payable in cash or in stock at the discretion of the Board. If the Board elects stock payment then the share price will be based on the 5 day volume weighted average price 5 trading days prior to meeting the incentive. The stock will be issued under the consulting exemption whereby all of it will become free trading immediately, unless as otherwise required by law.

4.5 **Business Milestone Shares.** In the event that the Company achieves certain business milestones listed below, (the “**Business Milestones**”), the Company will issue shares (the “**Business Milestone Shares**”) within 5 business days after the applicable Business Milestone is met as follows:

- (a) 500,000 Business Milestone Shares if the Market Capitalization reaches an average of \$100 million for a minimum period of 30 consecutive trading days based on the daily closing price;
- (b) 500,000 Business Milestone Shares if the company is listed on the NASDAQ or New York stock exchange or is acquired by a NASDAQ or New York Stock Exchange listed company.

In the event that a Business Milestone is achieved within 12 months following termination of this agreement, then CONSULTANT shall be entitled to the Business Milestone Shares.

5. **EXPENSES**

5.1 **Reimbursement of Expenses.** The Company will pay or reimburse CONSULTANT for reasonable travel expenses related to CONSULTANT’s travel related to investor, employee, vendor, and other business meetings during the Period of Engagement in connection with the performance of its duties hereunder, but only to the extent that such expenses were either specifically authorized by the Company or incurred in accordance with policies, established by the Board, and provided that CONSULTANT shall furnish the Company with such evidence relating to such expenses as the Company may reasonably require to substantiate such expenses.

6. TERMINATION OF ENGAGEMENT

6.1 Circumstances of Termination. The Engagement may be terminated under any of the following circumstances:

- (a) Cause. At the option of the Company upon the occurrence of any action set forth below ("Cause"). Cause shall mean:
- (i) CONSULTANT's conviction for, or guilty plea to, any criminal offence. An "offence" means:
 - a summary conviction or indictable offence under the *Criminal Code* (Canada or United States); or
 - a quasi-criminal offence (for example under the *Income Tax Act* (Canada or the United States), the *Immigration Act* (Canada or United States) or the tax, immigration, drugs, firearms, money laundering or securities legislation of any jurisdiction including the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* of Canada or United States;
 - (ii) CONSULTANT's engagement in conduct that constitutes wilful neglect or wilful misconduct in carrying out their duties under this Agreement, resulting, in either case, in material harm to the financial condition or reputation of the Company and its subsidiaries (considered on an aggregate basis);
 - (iii) CONSULTANT's wilful breach of Sections 8, 9, 10, or 11 of this Agreement;
 - (iv) CONSULTANT's failure to substantially perform the services to be rendered by CONSULTANT hereunder after receipt of written notice from the Board and a reasonable opportunity (but in no event more than 5 days after notice was delivered) for CONSULTANT to cure such non-performance; or
 - (v) CONSULTANT's failure to adhere to, or take affirmative steps to carry out, any legal and proper directive of the Board, after receipt of written notice from the Board and a reasonable opportunity (but in no event more than 5 days after notice was delivered) to cure such non-adherence or failure to act.
- (b) Not for Cause. At the option of the Company at any time for any reason other than those referred to above or for no reason at all on providing to the Company 60 days prior written notice in accordance with section 13.1
- (c) On Notice. At the option of CONSULTANT on providing to the Company 60 days prior written notice in accordance with section 13.1.
- (d) Change of Control. At the option of CONSULTANT or the Company at any time within 60 days following a change of control (a "Change of Control"). Change of Control shall mean:
- (i) the acquisition directly or indirectly by any person or group of persons acting in concert, as such terms are defined in the *Securities Act*, British Columbia, of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting in concert, totals over 50% of the outstanding common shares of the Company, provided

such person or group of persons did not hold over 50% of the outstanding common shares of the Company prior to such acquisition;

- (ii) the removal, by extraordinary resolution of the shareholders of the Company, of more than 50% of the then incumbent directors of the Company, or the election of a majority of directors to the Company's board who were not nominees of the Company's incumbent board at the time immediately preceding such election;
- (iii) completion of a business combination transaction or other reorganization involving the Company under which, following such transaction, the shareholders of the Company immediately prior to such business combination or other reorganization hold less than 50% of the total voting securities of the resulting or successor corporation following such completion; or
- (iv) a sale of all or substantially all of the Company's assets.

6.2 **Notice of Termination.** Any termination of CONSULTANT's engagement by CONSULTANT or the Company shall be communicated by written Notice of Termination in accordance with Section 13.1. For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice terminating CONSULTANT's engagement by either party. If a Notice of Termination is given by the Company or CONSULTANT, such notice shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances that provide a basis for termination of CONSULTANT's engagement under the provision so indicated. For purposes of this Agreement, the "Date of Termination" shall be the date on which the Notice of Termination is delivered or the "Date of Termination" shall be the date of the Designated Employee's death or permanent disability, and with respect to Section 6.1(b) the "Date of Termination" shall be the date of Termination specified in the Notice of Termination, such date to be at least 30 days from the date of delivery of the Notice of Termination.

7. **PAYMENTS UPON TERMINATION OF ENGAGEMENT**

7.1 **Payments.** In the event that CONSULTANT's engagement is terminated as follows, the following payments shall become due:

- (a) If the Company terminates CONSULTANT's engagement for Cause in accordance with Section 6.1(a) or if CONSULTANT voluntarily terminates its engagement in accordance with Section 6.1(c), the Company's obligation to compensate CONSULTANT shall in all respects cease as of the Date of Termination, except that the Company shall pay CONSULTANT the Base Fee accrued under Section 4.1 and the reasonable reimbursable expenses incurred under Section 5 of this Agreement up to such Date of Termination (the "**Accrued Obligations**");
- (b) If CONSULTANT engagement is terminated by the Company pursuant to Section 6.1(b), the Company's obligation to compensate CONSULTANT shall in all respects cease, except that within 30 days after the Date of Termination the Company shall pay CONSULTANT a termination fee equal to twenty-four months of the Base Fee.
- (c) If CONSULTANT's engagement is terminated pursuant to Section 6.1(d) or is deemed to be terminated pursuant to Section 6.1(d), the Company's obligation to compensate CONSULTANT shall in all respects cease, except that within 30 days after the Date of Termination the Company shall pay CONSULTANT the Accrued Obligation together with a

termination fee equal to twenty-four months' Base Fee payable hereunder plus an amount that is the equivalent of all bonuses paid by the Company to CONSULTANT in the 24 months prior to the Change of Control. For greater clarity, bonuses shall include amounts payable as a Market Capitalization Bonus, Incentive Fee, and Business Milestone Shares.

7.2 **Release and Satisfaction.** With respect to CONSULTANT, his respective heirs and their successors and assigns, upon payment by the Company of the amounts provided under Section 7.1 hereof, shall release, relinquish and forever discharge the Company and its subsidiaries, any director, officer, executive, shareholder or agent of the Company and its subsidiaries from any and all claims, damages, losses, costs, expenses, liabilities or obligations, whether known or unknown (other than any such claims, damages, losses, costs, expenses, liabilities or obligations, which CONSULTANT has incurred or suffered or may incur or suffer as a result of CONSULTANT's engagement by the Company or the termination of such engagement other than as a result of the gross negligence of the Company or the company commenting, publishing, publicizing, or advertising any adverse information regarding the CONSULTANT regardless of cause. i. As a condition for making any payments provided under Section 7 hereof, the Company may require CONSULTANT to execute a release reconfirming its agreement with the provisions of this Section.

8. RELATIONSHIP OF THE COMPANY AND CONSULTANT

8.1 The Company acknowledges that during the Period of Engagement CONSULTANT may engage in other business activities for gain, profit or other pecuniary advantage, including without limitation, the provision of services to other public and private companies similar or identical to those to be rendered to the Company provided that such activities do not conflict with the Company's Scope or interfere in any way with the Engagement of CONSULTANT to the Company hereunder as related to the Company's Scope.

8.2 CONSULTANT will perform all services on behalf of the Company hereunder as an independent CONSULTANT, and in the performance of the services hereunder, will not be considered a partner, employee or servant of the Company or, except to the extent permitted hereunder, as agents of the Company. To the extent necessary to permit CONSULTANT to perform the services required hereunder, the Company will provide evidence of the authority of CONSULTANT hereunder. CONSULTANT may elect to become an employee of the Company at anytime with the same title as well as the same compensation by the Company as outlined in this Agreement.

8.3 The Consultant shall serve the Corporation diligently, faithfully and to the best of his ability. Throughout the term of this Agreement with the Corporation, the Consultant shall devote their full working time and attention during business hours to the business and affairs of the Corporation. The Corporation acknowledges the following outside engagements where Dr. Oberg serves as board member of Care Care RX Corporation, The Flowr Corporation, and Yorkville Asset Management. Any new appointments shall be prior approved by the Compensation Committee.

8.4 The Consultant acknowledges and agrees that he will take all necessary steps to protect and maintain the required level of security and privacy over the personal information of the employees, other consultants or customers of the Corporation obtained in the course of her employment with the Corporation. The Consultant shall at all times comply, and shall assist the Corporation to comply, with all applicable privacy laws as may be applicable to the Corporation and its operations.

8.5 The Consultant represents to the Corporation that he is not subject to any restrictive covenant or agreement, including any employment agreement, non-competition covenant, non-solicitation covenant, non-disclosure agreement or other similar agreement, covenant, understanding or restriction which would prohibit the Consultant from entering this Agreement and performing the duties of his position. The

Consultant confirms that he will not disclose or bring to the Corporation and shall not use in the performance of his duties with the Corporation any trade secrets, confidential information, or other proprietary information of any of his current or previous employers or any third party.

8.6 The Consultant shall adhere to the policies and procedures adopted by the Corporation from time to time, and the laws, regulations, policies and industry standards of all applicable regulatory agencies, stock exchanges and security commissions. The Consultant shall obey and carry out all lawful orders and directions given by the Board of Directors of the Corporation.

9. ACCESS TO INFORMATION

9.1 **Confidential Information.** In this Agreement, "Information" means information disclosed to, used by, developed by, or made known to CONSULTANT in the course of his Engagement with the Company within the Company's Scope, which is not generally known by persons outside the Company, including, but not limited to information, whether in written, oral or electronic form, and whether or not noted thereon to be confidential, pertaining to the Company's past, present, future and contemplated assets, operations, employees, CONSULTANTS, suppliers, clients, customers, business contacts, funding, finances, contracts, methods, research, strategies, business and marketing plans, inventions, routines, policies and business procedures, except that this Agreement shall not apply to, and the Information shall not include:

- (a) information which at the date hereof is disclosed in the public domain;
- (b) information which after the date hereof is published or otherwise becomes part of the public domain through no fault or action of CONSULTANT;
- (c) information which CONSULTANT can prove was in its possession prior to the date hereof and was not acquired by CONSULTANT directly or indirectly from the Company or anyone under an obligation of confidentiality to the Company;
- (d) information received by CONSULTANT without restriction as to disclosure from a third party who has the lawful right to disclose the same; and
- (e) any information that is not within the Company's Scope.

9.2 **Agreement to Keep Information Confidential.** CONSULTANT acknowledges the confidential and proprietary nature of the Information and will keep all Information in strict confidence and will not disclose or dispose of any of the Information to any third party provided that:

- (a) CONSULTANT may disclose the Information to any government agency; and
- (b) any disclosure of Information may be made to which the Company gives its prior written consent. The CONSULTANT may disclose confidential Company information as it relates to the CONSULTANT's ability to perform services related to this Agreement in hiring employees, CONSULTANTS, vendors, garnering investors or in fulfilling other activities the Company may elect to have the CONSULTANT complete.

10. USE OF CONFIDENTIAL INFORMATION

10.1 **Restricted Use of Information.** CONSULTANT will use the Information related to the Company's Scope only for the purpose of assessing and furthering his own knowledge of the Company's business and affairs in order to provide the services under the Engagement and for no other purpose. CONSULTANT acknowledges that he is in a special relationship with the Company.

10.2 **Information the Property of the Company.** All documents, information or other material relating to the Scope of the Company prepared or received by CONSULTANT during the continuance of this Agreement shall be the property of the Company. CONSULTANT shall upon termination of this Agreement, immediately deliver up to the Company all such documents, information and materials (including but not limited to correspondence, documents, papers and other property) belonging to the Company as related to the Company's Scope which may be in the possession or control of CONSULTANT in its complete and unaltered form.

11. **RESTRICTIVE COVENANTS**

11.1 **Non-Solicitation.** During the term of this Agreement and for a period of twenty four (24) months following its termination, regardless of the reason for termination or the party effecting it, CONSULTANT will not, whether individually or in partnership, or jointly or in conjunction with any person or persons, as principal, agent, shareholder, officer, employee or in any other manner whatsoever as related to the Company's Scope:

- (a) solicit any of the Company's customers, clients or suppliers with whom he has dealt directly in the course of his Engagement under this Agreement, to transfer their business from the Company to CONSULTANT, or to any other person or entity; or
- (b) recruit, solicit or hire any employee or CONSULTANT of the Company, with whom he has dealt directly in the course of his Engagement under this Agreement, or seek in any way to persuade or entice any such employee or CONSULTANT to leave the employment or service of the Company.

11.2 **Non-Competition Agreement.** CONSULTANT acknowledges Company's confidential/trade secret information and relationships with its customers, clients, employees, CONSULTANTS, and other business associations are among Company's most important assets. CONSULTANT further acknowledges that, in his/her engagement with Company, he/she will have access to such information/relationships and be responsible for developing and maintaining such information/relationships. CONSULTANT acknowledges that Company's business encompasses all of Company's operations, its main products and services, what subsidiaries it owns, and what markets it operates in within the Scope defined above("Business").

11.3 **Restriction on Competition.** The restriction on competition in this paragraph extends to all geographic areas. CONSULTANT agrees that, during CONSULTANT's engagement with Company and for a period of one year after termination of CONSULTANT's engagement with Company for any reason (regardless of who initiates such termination), CONSULTANT will not directly or indirectly compete with Company or Company's Business. This agreement not to compete means CONSULTANT will not, among other things, whether as an employee, independent CONSULTANT, consultant, owner, officer, director, significant stockholder, partner, or in any other capacity (1) be affiliated with any business competitive with Company or Company's Business; (2) solicit orders for any product or service that is competitive with the product or services provided by Company or Company's Business; or (3) accept employment with a business that sells or buys products or services competitive with the products or services of Company or Company's Business.

11.4 **Injunctive and Other Relief.** CONSULTANT agrees that a breach of sections 9, 10, and 11 set out above would result in irreparable harm to the Company if within the Company's Scope that could not adequately be compensated by way of a damage award. CONSULTANT agrees that in the event of any such breach within the Company's Scope, in addition to damages and all other remedies available to the company

at law or in equity, the Company shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with such covenants.

12. INDEMNITY AND ASSUMPTION OF RISK

12.1 **Indemnity.** The Company will indemnify and hold harmless CONSULTANT against any and all claims, complaints, actions, proceedings, or lawsuits, judgments and awards, damages, losses, costs and expenses (including reasonable legal fees and disbursements) incurred by CONSULTANT arising from the performance of the services under this Agreement, except those which arise from fraud or other criminal acts by CONSULTANT or which relate to the risks voluntarily assumed under section 12.2. This indemnity will survive termination of the Agreement.

12.2 **Voluntary assumption of risk.** CONSULTANT acknowledges that the provision of services under this Agreement will involve working with companies involved in the research and development of controlled substances including Psilocybin and will from time to time involve travel to the United States. CONSULTANT acknowledges that working in this industry, even as a third-party service provider, investor or agent, may involve risks to CONSULTANT's ability to work in and/or travel to the United States which are entirely outside the control of the Company. For example, the Department of Homeland Security or other United States law enforcement and/or immigration authorities may refuse to allow CONSULTANT to enter the United States. CONSULTANT expressly and voluntarily accepts and assumes all such risks involved in performing the services and waives any and all rights to pursue a claim against the Company (or any employee, shareholder, director or other representative of the Company) arising from any such matters.

13. MISCELLANEOUS

13.1 **Notice.** Any notice required or permitted to be given hereunder shall be given in writing and shall be deemed sufficiently given if sent by Federal Express or other similar courier service, or via facsimile transmission addressed to the addressee at her or its address last provided to the sender in writing by the addressee for purposes of receiving notice hereunder or, unless or until such address shall be so furnished, to the address indicated opposite her or its signature to this Agreement. For purposes of this Agreement, notice sent in conformity with this Section 13.1 shall be deemed to have been received on the third business day following the date on which such notices are so sent.

13.2 **Modification and No Waiver of Breach.** No waiver or modification of this Agreement shall be binding unless it is in writing signed by the parties hereto. No waiver by a party of a breach hereof by the other party shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature, except to the extent specifically provided in any written waiver under this Section 13.2.

13.3 **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and all questions relating to the validity and performance hereof and remedies hereunder shall be determined in accordance with such law.

13.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

13.5 **Captions.** The captions used herein are for ease of reference only and shall not define or limit the provisions hereof.

13.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the matters encompassed hereby and supersedes any prior oral or written agreements.

13.7 **Further Assurances.** The parties shall execute all other documents and do all further things as may be necessary to carry out and give effect to the intent of this Agreement.

13.8 **Severability.** Should any part of this Agreement be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion as long as it falls within the Company's Scope.

13.9 **Time of Essence.** Time shall be of the essence of this Agreement.

13.10 **Enurement.** This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

13.11 **Assignment.** The CONSULTANT may not assign this Agreement. Company may assign this Agreement in its discretion, including but not limited to any parent/subsidiary company or successor in interest to the business, or part thereof, of Company.

13.12 **Non-Transferability of Interest.** In the absence of consent by the Company, which shall not be unreasonably withheld, none of the rights of CONSULTANT to receive any form of fees or compensation payable pursuant to this Agreement shall be assignable or transferable. Any attempted assignment, transfer, conveyance, or other disposition of any interest in the rights of CONSULTANT to receive any form of compensation to be made by the Company pursuant to this Agreement shall be void.

13.13 **Jurisdiction: Venue.** The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of any court sitting in the province of British Columbia over any suit, action or proceeding arising out of or relating to this Agreement. Service of any process, summons, notice or document by registered mail addressed to any party shall be effective service of process for any action, suit or proceeding brought against such party in any such court. The parties hereto, irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any suit, action or proceeding brought in any such court shall be conclusive and binding upon the parties and may be enforced in any other courts to whose jurisdiction a party is or may be subject, by suit upon such judgment.

13.14 **Currency.** All currency is in Canadian dollars unless specified otherwise.

13.15 **Acknowledgments.** The CONSULTANT has fully and carefully read and considered this Agreement and acknowledges that he/she understand all terms, has had the opportunity to seek independent legal and financial advice, is signing the Agreement voluntarily, and will be bound by all agreements, representations, and acknowledgements set forth herein.

The remainder of this page was intentionally left blank.

IN WITNESS WHEREOF, this Agreement has been duly executed and is effective as of this 26th day of November, 2020.

Address for notices:

733 Finns Road, Kelowna BC,
V1X 5B7.

Attention: Board of Directors

MYND LIFE SCIENCES INC.

By: (s) *“John Campbell”*

Name: John Campbell

Title: Director and Chair of Compensation Committee

MYND LIFE SCIENCES INC.

By: (s) *“Aaron Bowdon”*

Name: Aaron Bowden

Title: Director and Chair of Audit Committee

Lyle Oberg

Address Redacted

CONSULTANT

By: (s) *“Lyle Oberg”*

Name: Lyle Oberg