

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (hereinafter the “**Agreement**”) is entered into on 6/25/2021, 2021 (the “**Effective Date**”) between the following parties:

BETWEEN:

PHARMALA BIOTECH INC., a corporation duly constituted under the laws of British Columbia, having a place of business at 82 Richmond St. E, Toronto, ON M5C 1P1

(hereinafter the “**Client**”)

AND:

RANE PHARMA, a corporation duly constituted under the laws of Alberta, having a place of business at 4290 91A street, Edmonton, Alberta, T6E 5v2

(hereinafter the “**Supplier**”)

(each a “**Party**”, and collectively, the “**Parties**”)

WHEREAS the Client is a Canadian biotechnology company dedicated to developing and manufacturing MDXX compounds (“**MDXX**”), its constituent molecules, analogues and precursors;

WHEREAS the Supplier is [a medical research and development institution];

WHEREAS the Client wishes to retain the services of the Supplier for the purposes set forth herein, and the Supplier agrees to provide such services, the whole in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES

1.1 During the Term and in accordance with this Agreement, the Supplier shall provide certain services to the Client as further described in each statement of work entered into by the Parties from time to time (each a “**Statement of Work**”). The Parties acknowledge that two first Statements of Work are attached as Schedule A to this Agreement. Once executed by the Parties, the Statement of Work is deemed part of this Agreement and is included herein by reference and the Parties are bound by its terms and conditions.

1.2 Each Statement of Work shall include the following:

1.2.1 Include a detailed description of the services to be provided by the Supplier to the Client (the “**Services**”) and items to be delivered by the Supplier to the Client (the “**Deliverables**”);

1.2.2 the fee payable by the Client to the Supplier for the Services and Deliverables and the applicable terms and conditions for expenses (the “**Fee Details**”);

- 1.2.3 the date of the commencement of the Services and/or date of delivery of the Services and Deliverables; and
- 1.2.4 a signature block for each Party.
- 1.3 The Supplier shall use its best efforts, skill and ability in performing the Services and act in the best interest of the Client. The Supplier undertakes to provide the Services in accordance with this Agreement and the current state of art for services similar to the Services and conduct all work and provide all Deliverables in accordance with (i) accepted standards of the pharmaceutical industry and (ii) the terms of this Agreement and the applicable Statement of Work. The Supplier attests that it has adequate facilities and sufficient competent staff allowing the performance of the Services in accordance with this Agreement.
- 1.4 The Supplier undertakes to perform the Services in accordance with the terms of this Agreement and the applicable Statement of Work and not to make any modifications whatsoever to the Services without having obtained the prior written consent of the Client. The Client may at any time and from time to time make changes in the scope of or in the specifications for the Services covered by a Statement of Work, subject however to the following:
 - 1.4.1 The Supplier shall promptly, upon receipt of a change in the scope or in the specifications, submit to the Client a written quotation detailing cost breakdowns as may be reasonably requested by the Client in respect of all changes; and
 - 1.4.2 any and all additional costs shall be previously approved of in writing by the Client, and reflected in an amendment to the applicable Statement of Work prior to Supplier conducting any changes in the Services.
- 1.5 Without prejudice to the Client's other contractual and legal rights, any delay anticipated in the completion of the Services or delivery of the Deliverables shall be communicated in writing by the Supplier to the Client as soon as possible.
- 1.6 The Supplier shall perform the Services in compliance with all applicable laws, regulations, statutes, orders, decrees, policies, guidelines of competent regulatory authorities, or other binding requirement or guideline intended to govern, or in force at any time during the Term, whether or not having the force of law, which applies to or is otherwise intended to govern or regulate any person or entity, property, transaction, activity, event or other matter, including the Services, including, without limitation, the Food and Drugs Act and the Controlled Drugs and Substances Act, patents, copyright and trademark and other applicable intellectual property laws and all policies, guidelines and regulations administered by Health Canada, all applicable professional standards and licensing requirements particularly in each jurisdiction in Canada (collectively the "**Applicable Laws**"). Without limiting the foregoing, the Supplier shall assume responsibility for documenting and disposing of all waste and rejected materials generated during the performance of Services, in accordance with all Applicable Laws.
- 1.7 The Supplier shall be responsible for the supervision and safety of all Services performed or caused to be provided or performed, wherever or whenever such Services may take place. However, the Client shall have the right but not the obligation to have the Services

at any and all times supervised by its employees, agents or representatives without relieving the Supplier of its obligations with respect thereto.

2. FEES

- 2.1 In consideration for the Services rendered and the Deliverables delivered, the Client undertakes to pay the fees and expenses indicated in the Fee Details set forth in each Statement of Work (the “**Fees**”), plus any applicable taxes. The Supplier shall not be entitled to any other amount, or to any other direct or indirect benefit of any kind in consideration for the Services rendered and the Deliverables delivered. For greater certainty, it is understood that all fees and expenses shall be customary and reasonable.
- 2.2 Except as forth in the applicable Statement of Work, the Supplier shall be required to provide the Client with a monthly detailed invoice of all Services rendered and Deliverables delivered and all approved expenses, as applicable, as at the date of the invoice. Except as forth in the applicable Statement of Work, the Client shall pay any amount invoiced in accordance with the terms of this Agreement within thirty (30) days following the receipt of an invoice by the Client from the Supplier. For greater certainty, should the Statement of Work provide for the payment of Fees at a specified moment and that the work to be completed by the Supplier at such specified moment is not completed, the Client shall only have to pay the pro-rata portion of the Fees based on the work completed.
- 2.3 The amount of any payment invoiced by the Supplier represents the fair market value for the Services that the Supplier has agreed to render and has not been determined in any manner that takes into account the volume or value of any referrals or business otherwise generated between the Supplier and the Client.
- 2.4 The Supplier shall pay when due all taxes, duties, levies, remittances, deductions at source, and assessments required by Applicable Laws and timely file all returns and information required by Law in respect thereof. The Supplier shall indemnify and hold the Client harmless from and against any and all claims, fines, penalties and interest which may be levied, assessed or reassessed by any taxing authority in respect of any payments made by the Client to the Supplier pursuant to this Agreement, as a result of any delay, negligence or failure by the Supplier to pay any amount it is required to remit under the Applicable Laws.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for a period of one (1) year (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a “**Renewal Term**”) (the Initial Term and any Renewal Term collectively referred to as the “**Term**”). Either Party may terminate the Agreement by providing written notice to the other Party no less than sixty (60) days prior to the then applicable Renewal Term.

4. TERMINATION

- 4.1 Either Party (the “**Terminating Party**”) may terminate this Agreement upon written notice to the other Party, if:

- 4.1.1 in the event the other Party (the “**Defaulting Party**”) commits a Material Breach; for the purposes hereof, the expression “**Material Breach**” means a breach of the terms of this Agreement that cannot be remedied, including a breach set forth in Section 9.5;
- 4.1.2 if the other Party is in breach of any of its obligations hereunder which does not qualify as a Material Breach and does not remedy to such breach within a period of thirty (30) days following receipt of a written notice from the other Party in this respect;
- 4.1.3 the Defaulting Party makes an assignment for the benefit of its creditors generally, is declared bankrupt or files an assignment in bankruptcy or makes a proposal to its creditors or takes, or attempts to take, advantage of any legislation for the relief of bankrupt or insolvent debtors, or if a receiver, trustee, manager or any official having similar powers is appointed or assumes direction with respect to the Defaulting Party or any portion of its business affairs or property; or
- 4.1.4 any statement, certificate, representation or warranty given in or pursuant to this Agreement by the Defaulting Party proves to be at any time materially incorrect or false.
- 4.2 This Agreement may be terminated by either Party at any time during the Term, in whole or in part, including with respect to any Statement of Work (without terminating the rest of the Agreement), on prior written notice of ninety (90) days to the other Party.
- 4.3 In the event of termination in accordance with this Article 4, the Supplier shall without delay:
 - 4.3.1 discontinue performance of the Services;
 - 4.3.2 preserve Services in progress and complete Deliverables resulting from such Services;
 - 4.3.3 take reasonable steps to mitigate any additional expense or cost; and
 - 4.3.4 deliver to the Client all Deliverables, documents and materials containing Confidential Information (as defined pursuant to Article 8.1 of this Agreement) in accordance with Section 8.5 and all work product, including all copies or excerpts thereof.
- 4.4 The Client’s obligation with respect to termination shall be to pay to the Supplier any payments incurred and due and owing up to the date of termination for work requested by the Client and performed by the Supplier in accordance with the Agreement and any applicable Statement of Work.
- 4.5 The obligations set forth in Sections 4.5, 4.6, 16.7 and Articles 8, 10 and 15, as well as any other provisions which by their terms or by nature are understood to survive the termination or expiry of this Agreement, shall remain in full force and effect despite the expiry or termination of this Agreement, regardless of the reason therefor.

4.6 At the Client's request and at all times up to the expiry or termination of this Agreement for any reason, the Supplier shall return to the Client all property belonging to the Client it has in its possession (or in its custody or control) or destroy them as instructed by the Client, including without limitation (i) all computer material and software, all access coded, keys, discs, Intellectual Property (as defined hereafter), (ii) all other documents regardless of the format thereof, as well as all copies that the Supplier has in its possession or that are under its custody or control, and (iii) any Confidential Information as already provided under Section 8.5. The Supplier shall not make or keep any copies of these documents. Upon the request of the Client, the Supplier shall confirm in a sworn statement signed by a senior officer that such property were either returned or destroyed.

5. INDEPENDENT CONTRACTOR STATUS

5.1 The Supplier undertakes to provide the Services as an independent contractor; this Agreement shall therefore not be construed as creating, without limitation, an employer-employee relationship, a joint venture, a partnership or an employment-employer relation between the Client and the Supplier.

5.2 The employees of the Supplier assigned to providing the Services and delivering the Deliverables are exclusively the Supplier's employees. As such, the Supplier shall be solely responsible for recruiting, selecting, assigning, supervising, evaluating, disciplining and controlling all aspects of the work performed by any of its employees and for ensuring that such employees comply with all ethical and quality standards that must be met in performing the Services contemplated hereunder. The Supplier shall be solely responsible for any personal injury or property damage or loss suffered by it in the performance of the Services. The Client shall not obtain any workers' compensation or insurance concerning the Supplier.

6. INSURANCE

6.1 At all times during the Term of this Agreement, the Supplier shall subscribe for and maintain insurance policies covering (i) the professional liability of the Supplier and its employees and agents, (ii) the liability arising from goods, and (iii) any damage or risk relating to or arising from the performance of the Services (the "**Insurance Policies**"). The Insurance Policies must be issued by an insurance company nationally-recognized having a minimum rating of A (S&P or Moody's) and for a minimum coverage of one million (\$ 1,000,000) per event and per insurance period.

6.2 At the Client's request, the Supplier shall provide copies of the Insurance Policies and evidence that the associated premiums have been paid. The Insurance Policies may not be amended or terminated without prior notice to the Client of no less than 30 days.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Supplier represents and warrants that:

7.1.1 it has been duly incorporated and validly exists under all Applicable laws governing its existence;

- 7.1.2 it has the requisite capacity and powers to enter in to this Agreement and to perform its obligations hereunder;
- 7.1.3 the execution of this Agreement by the Supplier and the performance of its obligations hereunder will not constitute a violation or breach of any obligation of any agreement between the Supplier and any third party;
- 7.1.4 it has all necessary qualifications and all required permits, approvals, consents, waivers, licences, registrations or similar authorizations which are necessary to render the Services and deliver the Deliverables to the Client (collectively, the “**Authorizations**”) and that such Authorizations are and will remain valid, in force and in good standing throughout the Term.

8. CONFIDENTIALITY

- 8.1 The Supplier acknowledges that as a result of the Agreement it will have access to information or documents concerning or related to the Client, including its subsidiaries or affiliates (within the meaning of the *Canadian Business Corporations Act* (collectively the “**Affiliates**”) (the “**Confidential Information**”), including without limitation:
 - 8.1.1 scientific information, clinical data, efficacy and safety data, formulas, methods and processes, specifications, pricing strategies, customer lists, proposals, contracts, technical and/or financial information, databases, software, and know-how;
 - 8.1.2 Intellectual Property (as defined in Subsection 9.1) belonging to or used by the Client or one of its Affiliates, as well as any information that is or may be subject to an Intellectual Property right of the latter;
 - 8.1.3 any summary, client or supplier list, report, analysis, compilation, memorandum, note, excerpt, study or other written information, including the Deliverables and any document developed or prepared by the Supplier or its employees in connection with providing the Services;
 - 8.1.4 any information provided by the Client that is identified as “confidential”;
 - 8.1.5 the provisions of this Agreement.
- 8.2 The expression “Confidential Information” shall not include information (i) that is currently known or becomes generally known to the public other than through disclosure by the Supplier, (ii) in respect of which there is written proof that the Supplier had or obtained access thereto on a non-confidential basis and that came from a source that was not bound by a confidentiality agreement with the Client or its Affiliates or by a contractual, legal or fiduciary obligation otherwise prohibiting the transmission of the Confidential Information.
- 8.3 The Supplier understands and agrees that the Client is entitled to protect the Confidential Information and that the unauthorized use or disclosure thereof may cause serious harm to the Client. Throughout the term of the Agreement and after the termination or expiry thereof, the Supplier shall protect the confidentiality of the Confidential Information and shall not use or publish such information (for its benefit or the benefit of another Party) nor disclose it to another Person (including any employee of the Client), unless required for

the purposes of providing the Services or delivering the Deliverables. The Supplier shall also take reasonable measures to prevent any inadvertent disclosure of any Confidential Information.

- 8.4 Notwithstanding Section 8.3, the Supplier may also disclose any Confidential Information if required by law or if the Supplier is compelled to disclose the Confidential Information by order of a court or any other competent authority, on condition that the Supplier (i) notifies the Client of its obligation to disclose such Confidential Information within a reasonable time period to allow the Client to take any necessary measures to prevent such disclosure, (ii) make the confidential nature of the Confidential Information known to such authority or court. The Supplier shall also collaborate with the Client in order to allow the Client to obtain any measure to prevent the disclosure of the Confidential Information. Where measures to prevent the disclosure of the Confidential Information are not obtained, the Supplier may only disclose the portion of the Confidential Information it is compelled to disclose. For greater certainty, it is understood that the Client shall have the right to disclose the main terms of this Agreement as required by law in the context of its regulatory requirements, including any disclosure requirement.
- 8.5 Upon the termination or expiry of the Agreement or upon the request of the Client, the Supplier shall return all Confidential Information in its possession (or in its custody or control) to the Client, or destroy such information as instructed by the Client. The Client may require the Supplier to confirm, in a sworn statement, that the Confidential Information was either returned or destroyed.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The following definitions apply for the purposes of Article 9 of this Agreement:

- 9.1.1 **“Business of the Client”** means the business of the Client and its subsidiaries, including the research and development and commercialization of MDMA and MDXX molecules.
- 9.1.2 **“Intellectual Property”** means any inventions (whether patentable or not), improvements, technologies, trade secrets, databases, computer programs (including source code), know-how, works of authorship, designs, utility models, formulae, copyrightable works, and any other subject-matter that may be protected by an intellectual property right and all applications and registrations of the foregoing in all countries and territories worldwide and under international conventions, solely or jointly obtained, conceived, developed, or reduced to practice, or caused to be obtained, conceived or developed, or reduced to practice by the Supplier in the course of the Services, whether or not prior to the Effective date, shall be owned solely and exclusively by the Client as a “work for hire”;
- 9.1.3 **“Intellectual Property of the Client”** means any Intellectual Property that the Supplier has designed, created or acquired, alone or jointly in connection with its relationship with the Supplier or related thereto, before or after the execution of this Agreement, and that relates to the Business of the Client. All Intellectual Property of the Client relates to the Business of the Client if it (i) was designed, created or developed using materials, supplies, equipment or Confidential Information of the

Client, (ii) is the product of work carried out or Services rendered by the Supplier for the Client, including the Deliverables, or (iii) is related to existing or anticipated Business of the Client, including its research and development activities.

- 9.2 The Supplier agrees to assign and transfer, and hereby assigns and transfers, to the Client all Intellectual Property of the Client. This transfer of the Intellectual Property of the Client shall include any future extension of the term of the protection or of the rights granted. The Supplier irrevocably waives, and represents that all authors of Intellectual Property of the Client have irrevocably waived their moral rights therein.
- 9.3 At the Client's request, the Supplier shall promptly provide a copy of any source material and documentation in its possession that is required to exploit the Intellectual Property of the Client, including for the purposes of improving same. The Supplier acknowledges that unless agreed otherwise, any mould, prototype, or other similar material produced in connection with the performance of the Services shall become the property of the Client.
- 9.4 During the term of the Agreement and after its termination or expiry, the Supplier, at no cost to the Corporation: (i) undertakes to cooperate with the Clients, its lawyers or patent agents in order to prepare any patent application, copyright registration or other intellectual property protection covering or relating to the Intellectual Property of the Client; (ii) agrees, when requested by the Client, to promptly sign, any instrument and agreement and to take any necessary action to ensure the assignment of all of the Intellectual Property of the Client to the Client; (iii) agrees to communicate to the Client, as soon as possible, all information and facts relating to the Intellectual Property of the Client. The decision to file an application for a patent, industrial design, copyright or any other intellectual property protection or to maintain the Intellectual Property of the Client as a trade secret is at the sole discretion of the Client and the Supplier is bound by such decision.
- 9.5 Any noncompliance with any part of this Section 9 shall constitute a "Material Breach" of this Agreement for which the Client will have the right to terminate the Agreement immediately upon notice to the Supplier in accordance with Section 4.1.1, without prejudice to the Client's other contractual and legal rights, including for damages and injunctive relief related to infringement of the Intellectual Property.
- 9.6 The Supplier irrevocably appoints and mandates the Client as mandatary, agent and proxy in order to sign and file any document on behalf of the Supplier and to take any actions permitted by law in order to fulfill the obligations of the Supplier under Article 9 herein if the Supplier is unable to fulfill its obligations as provided under Subsection 9.4 herein, or is unwilling to do so, or is prevented from doing so.
- 9.7 The Supplier agrees and undertakes to never use in connection with any of its work, without the prior consent of the Client, any Intellectual Property that is not assigned hereunder or that of any third party or its own confidential information or that of any third party for the purposes of using it without the consent of the Client. If the Supplier fails to comply with this provision, with regard to its own Intellectual Property or confidential information, the Supplier automatically assigns to the Client an irrevocable, worldwide, royalty-free licence that includes the right to grant sub-licences, for the full term of the protection and any extension thereof to enable the Client to exploit such Intellectual Property for any purpose.

10. PUBLICATION

10.1 Neither Party shall use the name or logo of the other Party in any advertising, promotional or sales literature or in any publicity without the prior written consent of the other Party.

11. RECORD KEEPING AND AUDIT RIGHTS

11.1 The Supplier shall keep full and accurate records and accounts of all its activities in connection with this Agreement, including reasonable substantiation of all Services and Deliverables provided and expenses incurred for a minimum of seven (7) years or as provided by Applicable Laws if such period is longer. The Supplier shall retain all records and accounts and shall not destroy any records or accounts in connection with this Agreement without the written approval of the Client. The Supplier shall maintain such records in accordance with Applicable laws and in such a manner as may be readily audited.

11.2 The Client may, upon reasonable prior notice to the Supplier, inspect the Supplier's facilities and records to verify (i) the Supplier's compliance with the terms of this Agreement and any Applicable law and (ii) the progress made in the performance of the Services. Notwithstanding the foregoing, if an inspection is deemed for cause by the Client, acting reasonably, the Client shall not be under an obligation to provide prior notice.

11.3 Any audits conducted by the Client will be undertaken in accordance with the Supplier's reasonable guidelines to assure confidentiality, it being understood that Client's representatives may include third party consultants. The Supplier agrees to cooperate with the Client in respect of these requests and respond within the reasonable period provided in this respect in each request of the Client. This right of audit and inspection, whether exercised or not, shall not in any way operate to relieve the Supplier of its obligations, duties, representations and warranties hereunder. The cost of any corporate audit shall be borne by the Supplier, while the cost of any audit required by any regulatory authority shall be borne by either the Client or the Supplier as set forth in the applicable Statement of Work.

12. INDEMNIFICATION

12.1 The Supplier agrees to indemnify, defend and hold the Client and its representatives harmless against any damage, loss, cost, claim or expense suffered or incurred by the Client (including reasonable legal fees and costs) as a result of, without limitation:

12.1.1 any misrepresentation or breach of any representation or warranty made or given by the Supplier under this Agreement;

12.1.2 the performance of the Services by the Supplier (or the absence of the performance thereof);

12.1.3 any negligence or default on the part of the Supplier;

12.1.4 any claim or proceeding asserting that the Intellectual Property of the Client violates or infringes the Intellectual Property rights or trade secrets of third parties; and

12.1.5 any breach of this Agreement by the Supplier resulting in a successful claim by a third party against the Client.

13. NON DEBARMENT

- 13.1 The Supplier represents and warrants that it is not and it will not use in any capacity, in connection with any Services to be performed under this Agreement, any person who has been debarred, disqualified as a testing facility, disqualified as a clinical investigator, excluded from a healthcare program or involved in any regulatory or misconduct litigation or investigation, suspension or prosecution by the U.S. Food and Drug Administration, Health Products and Food Branch of Health Canada or competent professional bodies, pursuant to any Applicable Laws or regulations, including the United States Federal Food, Drug and Cosmetic Act.
- 13.2 The Supplier agrees to immediately inform the Client in writing if any person who is performing services hereunder is debarred, disqualified, excluded or if any action, suit, claim, investigation or legal or administrative proceeding is pending, or, to the best of the Supplier's knowledge, is threatened, relating to the debarment, disqualification, exclusion, suspension or prosecution of Institution or any person performing services hereunder, or if data produced by any such person in any clinical trial has been rejected because of concerns as to its accuracy or because it was generated by fraud.

14. PRIMARY CONTACT

- 14.1 The Supplier shall designate a primary contact to coordinate and manage all aspects of the Services and Deliverables to be performed by or on behalf of the Supplier. The primary contact shall use his or her best efforts to respond to any communication from the Client within two (2) business days of his or her receipt of such communication.

15. NOTICES

- 15.1 No notice under this Agreement shall be effective unless sent in writing, by certified mail, return receipt requested, national courier service or email at the address set forth below. Either Party may specify a different address to receive notices by providing a written notice in this respect given in accordance with this Article.

If to the Client:

PharmAla Biotech Inc.
82 Richmond St. E,
Toronto, ON M5C 1P1

"Information Redacted"

If to the Supplier:

Rane Pharmaceutical Inc
~~4290 91A street, Edmonton, Alberta,~~
T6E 5V2

"Information Redacted"

16. MISCELLANEOUS

- 16.1 This Agreement may not be assigned by the Supplier and the Supplier cannot subcontract any of its obligations herein, including to an Affiliate of the Supplier, without the prior written consent of the Client. The Supplier shall remain solidarily liable with any authorized subcontractor for the performance of all such obligations which have been subcontracted.

- 16.2 The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.
- 16.3 This Agreement constitutes the entire agreement entered into between the Parties regarding the subject matter hereof and cancels and supersedes any prior agreement verbal or in writing between the Parties with respect thereto. Each Party acknowledges that each and every provision of this Agreement was negotiated in good faith, understood, and for good and valuable consideration, agreed to by such Party. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any Statement of Work or any other document or invoice issued in connection with this Agreement, the terms and conditions set forth in this Agreement shall take precedence.
- 16.4 No supplement, amendment or modification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties. No waiver of a breach of any provision of this Agreement shall be effective or binding unless set forth in writing and duly executed by the Party purporting to give such waiver and, unless otherwise provided, shall be limited to the specific breach waived.
- 16.5 The Parties hereto agree to do all acts and things and to sign all documents necessary to give full force and effect to all provisions of this Agreement.
- 16.6 Failure of a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right, remedy or recourse hereunder shall not be construed as a waiver of any such term and condition.
- 16.7 This Agreement shall be subject to, construed and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Each Party consents and irrevocably submits to the exclusive jurisdiction of the courts of the judicial district of Montreal, Québec, for the purpose of any action, suit or proceeding relating to or arising from the Agreement.
- 16.8 If any provision or condition of this Agreement is determined to be invalid, illegal or unenforceable in whole or in part, such determination shall not impair or limit the validity, legality or enforceability of the remaining provisions hereof, which shall remain valid, mandatory and enforceable in accordance herewith.
- 16.9 This Agreement may be executed in any number of counterparts, including by electronic signature, all of which taken together shall constitute one and the same instrument and each of which may be transmitted by any means, including electronic means.
- 16.10 The Parties have expressly agreed that this Agreement and all notices and other communications related thereto, including the Statements of Work, be drafted in English. *Les parties à la présente ont expressément convenu que la présente entente et tous les avis et autres communications y reliés, incluant les énoncés de travaux, soient rédigés en Anglais.*

(Remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

PHARMALA BIOTECH INC.

RANE PHARMA

Per: *"Signature Redacted"*

Name: Nicholas Kadysh

Title: President and CEO

Per: *"Signature Redacted"*

Name: ραηιμ μοηαμμεδ

Title: Rahim Mohammad

SCHEDULE A