

PROFESSIONAL SERVICES AGREEMENT

PharmAla Biotech Inc., a company incorporated in British Columbia (“**PharmAla**”) enters into a binding agreement for professional services (this “**Agreement**”) with J & C Consulting Services (hereinafter called the “**Contractor**”) as described in Section 3.

Contractor: J & C Consulting Services

1. Name: *"Information Redacted"*
2. ADDRESS: 158 Rossi Drive, Woodbridge, Ontario, L4H 0M8

EMAIL: *"Information Redacted"*

1. TERM

This Agreement is effective from Friday March 29, 2021 to September 29, 2021, (the “**Term**”) after which time it may be renewed pursuant to the terms of this Agreement by mutual written agreement of both parties.

2. EARLY TERMINATION

This Agreement may be terminated by PharmAla at any time prior to its expiry on thirty (30) days’ prior written notice.

PharmAla may immediately terminate this Agreement upon written notice to the Contractor if the Contractor materially breaches its obligations under this Agreement or engages in any conduct which PharmAla, in its sole discretion, determines has or could have an adverse impact on PharmAla’s reputation or interests.

PharmAla shall have no obligation to the Contractor for any fees or other payments incurred in connection with this agreement, after the effective date of termination. Upon termination, all work prepared or produced by the Contractor pursuant to this Agreement shall be immediately delivered to PharmAla.

3. SERVICES

The Contractor agrees to provide, as an independent contractor, the following services (the “**Services**”):

- Advise on matters pertaining to chemical synthesis of relevant molecules
- Assist PharmAla in the development of novel process development pathways
- Aid PharmAla in securing IP rights to their molecules of interest, including but not limited to MDMA, it’s enantiomers and precursors

4. INDEPENDENT CONTRACTOR

The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent or contract personnel of the Contractor is, or shall be deemed to be, an employee of PharmAla due to this Agreement and the relationship between the Contractor and PharmAla. In its capacity as an independent contractor, the Contractor agrees to and represents the following:

3. The Contractor will provide the Services free from the direction or control of PharmAla as to means, manners and methods of performance;
4. The Contractor has the right and does fully intend to perform services for third parties during the Term;
5. The Services shall be performed only by the Contractor and PharmAla shall not hire, supervise, or pay any assistants to help the Contractor;
6. The Contractor shall not receive any training from PharmAla in the professional skills necessary to perform the Services;
7. The Contractor shall not be required by PharmAla to devote full time to the performance of the Services; and
8. The Contractor does not receive the majority of its annual compensation from PharmAla.

PharmAla and the Contractor acknowledge and agree that PharmAla is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

5. COMPENSATION INFORMATION

1. The Contractor will provide PharmAla with regular monthly invoices for Services rendered at the following rates:
 - a. *"Information Redacted"* plus applicable Harmonized Services Tax. These amounts include all embedded expenses.
2. Payment under this Agreement shall be made by PharmAla to the Contractor upon receipt and approval by PharmAla of the Contractor's billing statement stating that the work for which payment is requested has been appropriately performed and detailing the activities to which hours are being billed.
3. All billing statements must reflect actual work done.
4. The Contractor's billing statements may be subject to a final audit prior to the release of the final payment.

6. EXPENSES

The Contractor will be responsible for all expenses and costs incurred in connection with the provision of the Services. In particular, as an independent contractor, the Contractor will be responsible for its own Canada Pension Plan, Employment Insurance, Employer Health Tax, Workplace Safety and Insurance and Income Tax contributions, all statutory or other deductions, taxes, premiums or contributions related to the payments made hereunder, as well as the cost of any health benefits it may wish to secure for its staff. The Contractor will be responsible for providing work-related materials, supplies and equipment required in providing the Services. Any materials that may be provided by PharmAla for use during the Term must be returned promptly to PharmAla at the end of the Term or other termination of this Agreement.

Any additional expenses must be approved in advance by an authorized representative of PharmAla Biotech Inc.

7. INDEMNITY

The Contractor shall indemnify and keep harmless PharmAla against all losses, expense, damage and/or penalties that may arise out of any action for damages to property or persons occasioned by the performance of the Services.

8. RECORD KEEPING

The Contractor agrees to keep appropriate records documenting the time spent on various projects for PharmAla and the activities and projects undertaken for PharmAla, and agrees to make such records available during the Term, and for seven (7) years after the ending date for review by PharmAla promptly upon request.

9. CONFIDENTIAL INFORMATION

“**Confidential Information**” includes all information considered by PharmAla to be confidential or proprietary, including but not limited to any technology, designs, concepts, prototypes, know-how, techniques, processes, business information, marketing plans, financial data, products, services, customer lists and leads, business methods, strategies, programs, reports, research data, studies, memoranda, work papers and correspondence. Confidential Information, including any copies thereof, will be entitled to protection hereunder whether or not such information is disclosed orally or contained or embodied in written, machine-readable, graphical, structural, electronic or other tangible or intangible form or media, and whether or not such information is identified as confidential by a stamp or marking.

The Contractor acknowledges that all Confidential Information is proprietary to PharmAla. The Contractor agrees not to disclose any of such information to anyone outside PharmAla without the prior written consent of PharmAla. The Contractor’s obligation not to disclose such information without prior written consent will continue to apply after this Agreement has terminated until such time as the information becomes public knowledge through no fault of the Contractor.

This Section does not amend or supersede any other non-disclosure agreements between PharmAla and the Contractor.

10. CONFLICT OF INTEREST

Except as has been disclosed to PharmAla, the Contractor affirms that neither the Contractor, nor its affiliates or their employees, has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect that would conflict in any manner with the Contractor’s performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Contractor further affirms that neither the Contractor nor any affiliates or employees of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either’s employees on behalf of PharmAla would be influenced. The Contractor shall not attempt to influence any PharmAla employee by the direct or indirect offer of anything of value. The Contractor also affirms that neither the Contractor, nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or such affiliates, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a conflict of interest, the Contractor agrees that the conflict of interest shall be resolved to PharmAla’s satisfaction or PharmAla may terminate this Agreement.

11. PHARMALA'S PROPERTY RIGHTS

"**Intellectual Property**" means rights to intellectual property in inventions (whether patentable or not), patents, designs, trademarks (including applications and the right to apply for any of the foregoing), copyright, trade secret, confidential information, know how, proprietary business information, discoveries, improvements, processes and uses or applications of known inventions develop.

All Intellectual Property that is developed (regardless of inventorship) in the course or performance of the Services by the Contractor, including any improvement to or modification of existing Intellectual Property, shall be owned exclusively by PharmAla. The Contractor agrees to assign, and hereby assigns, to PharmAla all right, title and interest in and to the Intellectual Property developed in the course of performance of the Services. The Contractor further agrees to execute all documentation reasonably requested by PharmAla, for no additional consideration, in order to give full legal effect to the foregoing or to assist with protection of PharmAla's rights and interests in the Intellectual Property.

Except as otherwise specifically agreed to in writing between the parties, no right, express or implied, is granted hereby to the Contractor to use in any manner the name or any other trade name or trademark of PharmAla.

The Contractor waives its moral rights to any and all of the work products and discoveries.

12. ASSIGNMENT

The Contractor may not assign this Agreement.

13. NOTICE

Any notice or other communication to be made under this Agreement shall be made in writing by email, personal delivery or courier delivery addressed to the recipient at the particulars set out at the beginning of this Agreement.

14. GENERAL

This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

Headings are solely for convenience of reference.

Any reference to a dollar amount in this Agreement means Canadian Dollars.

15. TOTAL AGREEMENT

This Agreement contains the entire agreement between PharmAla and the Contractor superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in the Agreement shall be binding. This Agreement may not be changed except by written agreement signed by PharmAla and the Contractor.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

PHARMALA BIOTECH INC.

Per: (s) "*Nicholas Kadysh*"

Name: J & C Consulting Services

(s) "*Tao Xin*"