MATERIAL TRANSFER AND COLLABORATIVE RESEARCH AGREEMENT

This Material Transfer and Research Collaboration Agreement (**"Agreement"**) is dated February 10th, 2022 (**"Effective Date"**).

Between

Integrated Nanotherapeutics Inc., a Canadian corporation having offices at Suite 205, 4475 Wayburne Drive, Burnaby, British Columbia, Canada, VSG 4X4 (**"INT"**);

And

ME Therapeutics Inc., a Canadian corporation having offices at 425 Westholme Rd., West Vancouver, British Columbia, Canada, V7V 2M9 (**"ME"**).

Background

A. INT and ME, each, is the owner or licensee of certain proprietary material(s), valuable know-how and other intellectual property (**"Technology"**);

B. INT and ME, each as the sender, wishes to provide certain Materials and Information to the other party in order to allow it to undertake certain research and development activities, in accordance with the Research Plan described in Exhibit A (**"Purpose"**); and

C. INT and ME, each as the Recipient, is willing to receive the Materials and information upon the following terms.

INT and ME may be referred to as either "Sender" or "Recipient" depending on the context in which the term "Material" is used in such a way that the owner and transferor of the Material shall become Sender, and the other, Recipient.

By acceptance of the Material, each party agrees to the following:

1. Each party retains ownership and IPRs (Intellectual Property Rights) of its own Material. Any discoveries, developments, improvements, know-how, modifications, combinations, formulations, compositions of matter, data, or other inventions (whether or not patentable) (**"Inventions"**) that are (a) solely made, conceived or reduced to practice by either party prior to such party performing its obligations hereunder, or (b) solely made, conceived or reduced to practice by either party during its performance of this Agreement and without reliance upon or use of any of the other party's Material or Confidential Information provided hereunder are and shall remain the sole property of that such party.

   The parties will jointly own all rights and titles to Inventions that are made, conceived or reduced to practice using both party's Material or Confidential Information provided under this Agreement, unless the parties reach and execute a collaboration agreement within six (6) months after the termination of this Agreement or the completion of the Research, whichever first to occur, in which case the ownership of the Inventions will be determined according to the collaboration agreement.

2. Recipient shall not (and shall not attempt or purport to) file or prosecute in any country any patent application which claims or uses or purports to claim the other party's Material or relates to the modifications of the Material, without the prior written consent of Sender.

3. Each party shall prepare for delivery of the Material and relevant Confidential Information solely to enable the other party to execute its obligations under this Agreement in relation to the Purpose. Upon receipt of the notice, the Recipient shall deliver a written notice to the Sender that the transportation of Material to its designated site is allowed and possible by fulfilling all legal or administrational requirements if any responsible for importation. Both parties shall discuss in good faith on the **"Delivery Date"** in writing, which is the date that the Recipient plans to pick up Material at the designated port of destination. Recipient shall arrange for shipment through courier service on the Delivery Date and bear the risk of damage and loss to any Material stored by Sender on the Delivery Date. Unless otherwise agreed between the parties, if Material is not collected by Recipient on the Delivery Date, Sender shall store such Material at the facility at Recipient's risk until an alternative delivery date will be agreed upon by the parties at the Recipient's storage cost.

   Recipient will be responsible for all taxes, importation customs requirements and payments, as well as shipping costs related to their Material.

4. Recipient warrants and represents that the Material will be used only for the research at its organization and in its laboratory. Recipient may not analyze, reverse engineer or replicate it, and the Material will not be passed on to any other third party, without the prior written consent of Sender. Nonetheless, Recipient may provide all information regarding the Material to a third party CRO necessary for performing the Research under the condition that such CRO has signed a non-use and non-disclosure agreement with Recipient. Recipient will use the Material in compliance with all applicable laws and regulations, including, but not limited to, any laws or regulations relating to the research, production, storage, transportation, export, packaging, labelling or other authorized use of the Material. Recipient assumes any and all risk and responsibility in connection with the receipt, handling, storage, disposal, use and any misuse or other wrongdoing with respect to the Material, including without limitation out of or in connection with the use of the Material for the Research.

5. No license or right is granted hereby to Recipient or any other party by implication or otherwise, with respect to any proprietary right of Sender as a result of the provision of its Material to Recipient.

6. Recipient agrees that it will not permit any commercial use of the Material without first obtaining a license for such use from Sender. It is understood that, under this Agreement, Sender shall be under no obligation to grant such a license to Recipient.

7. Recipient will provide all data obtained from the Research to Sender within twenty (20) days after completion of the Research. Each party shall not further develop or commercialize the results including data and any information regarding manufacturing and development obtained from the Research (**"Results"**) without the prior written consent of the other party. Based on evaluation of the Results, the parties shall in good faith assess the potential for entering into a formal collaboration agreement enabling further development of the Results, and such decision shall be made by no later than six (6) months after the completion of the Research. The terms and

conditions of such collaboration agreement shall be negotiated separately by the parties. INT and ME will jointly own the Results, if the Parties fail to reach a collaboration agreement within six (6) months after the termination of this Agreement or the completion of the Research, whichever first to occur. If Parties reach and execute a collaboration agreement, the ownership of the Results and/or Inventions will be determined according to the collaboration agreement.

8. Each party shall maintain in confidence the information disclosed by the other party, or acquired in the process or results of the Research ("**Confidential Information**"). Each party shall not disclose the Confidential Information to a third party without prior written consent of the other party. The foregoing obligations shall not apply to the following information:
(a) which was known to the receiving party prior to its receipt from the other party;
(b) which is or lawfully becomes generally available to the public;
(c) which is lawfully acquired from third parties who have a lawful right to disclose such information;
(d) which is developed without any use or reference of the Confidential Information;

The receiving party may disclose certain Confidential Information of the other party, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that the receiving party provides the other party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the other party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued. Information disclosed in accordance with this Section shall remain confidential.

The confidentiality obligation set forth in this provision 8 shall last until five (5) years after expiration or termination of this Agreement whichever comes first. In the case where any conflict or inconsistency between this Section and the Non-Disclosure Agreement executed between the parties on February 9th, 2022 occurs, the Non-Disclosure Agreement shall be governing and prevailing apart from the period of obligation.

9. Sender makes no representations or warranties, express or implied, regarding its performance under this agreement, including but not limited to the marketability, use or fitness for any particular purpose of the material, or that such materials do not infringe upon any third-party property rights. In no event shall the parties be liable for special, exemplary, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise.

10. In case Recipient wishes to publish the results of the Research, Recipient will submit the proposed text to Sender at least forty-five (45) days before the intended publication date stating the name of journal or other context of publication. Sender will inform Recipient within thirty (30) days after receiving the proposed text of its comments regarding whether the proposed text contains any confidential information belonging to Sender which shall be removed therefrom by Recipient prior to the publication. If Sender fails to inform Recipient within this thirty (30) day period, the proposed text will be deemed to have no confidential information.

11. This Agreement commences on the Effective Date and will expire upon the completion of the Research. This Agreement may be terminated by non-breaching party, and the breaching party should compensate the non-breaching party for all its economic losses resulting hereof (i) in case

the other party shall have breached or defaulted in the performance of any of its obligations under this Agreement and such breach is not cured or cannot be cured within 30 days after the breaching party's receipt of the non-breaching party's notification of such breach and requiring rectification or (ii) in the event of bankruptcy, receivership, insolvency or assignment for the benefit of creditors of either party (the breaching party) hereto, the other party (the non-breaching party) may terminate this Agreement effective immediately by giving the breaching party written notice to that effect. Upon termination of this Agreement, a party at the direction of the other party shall promptly destroy or return and stop using all Material and copies of such other party's Confidential Information, provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information in its legal archives solely for the purpose of monitoring its surviving obligations under this Agreement.

12. Each party hereby agrees to indemnify, defend and hold the other party and its shareholders, officers, directors, employees and agents harmless from all damages, costs and expenses (including but not limited to attorneys' and court fees) for any loss, claim, injury or liability of any kind that may arise from the receipt, use, handling, disposal, transfer, storage of the other party's Material or misuse or other wrongdoing of the Material, except to the extent such losses or claims are attributable to the other party's gross negligence or willful misconduct.

13. Termination of this Agreement shall not preclude either party from claiming any damage, compensation or legal or equitable remedies or relief that it may be entitled to upon such termination.

14. This Agreement (including the description of the nature and scope of the Research) may be amended only by the mutual written agreement of the parties.

15. This Agreement may not be assigned by either party without the prior written consent of the other.

16. All notices shall be in writing and effective upon receipt if delivered personally, sent by email (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested. Notices shall be sent to the following addresses:

For INT
Name: Chris Tam, PhD
Title: Chief Executive Officer
Email: [redacted]
Address: [redacted]

For ME
Name: Salim Dhanji, PhD
Title: Chief Executive Officer
Email: [redacted]
Address: [redacted]

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to principles of conflicts of laws. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in British Columbia, and each party hereby consents to the personal jurisdiction thereof.

18. This Agreement constitutes the entire and only agreement between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understanding of the parties on the subject matter are superseded by this Agreement. Notwithstanding the foregoing, the Non-Disclosure Agreement executed between the parties on February 9th, 2022 shall remain effective.

19. Neither party shall be liable for any delay or failure of performance as required by this Agreement, to the extent such delay or failure is due to fire, flood, strikes, labor troubles, riots, invasion, war, epidemic, pandemic or any other causes beyond the reasonable control of the parties.

20. Either party may issue a press release on signing this agreement provided the issuing party shall obtain the prior written consent of the other party regarding the contents of such press release in English and/or local language.

21. Except as expressly provided for herein, each party shall bear corresponding costs and expenses incurred in connection with the performance of such party's duties and obligations described in Exhibit A.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Integrated Nanotherapeutics Inc.

By: ***"Chris Tam"***
Name: Chris Tam, Ph.D.
Title: Chief Executive Officer
Date: February 11, 2022

ME Therapeutics Inc.

By: ***"Salim Dhanji"***
Name: Salim Dhanji, Ph.D.
Title: Chief Executive Officer
Date: 2/10/2022

EXHIBIT A

INT-ME Collaborative Research Project

A. OVERVIEW

[Redacted – Description of drug formulation to be developed]

[redacted]

[redacted]

Integrated Nanotherapeutics (INT; https://integratedntx.com) is a Vancouver-based company whose principals have over 80 years of combined expertise in the research and development of lipid-based delivery systems for nucleic acids and small molecule drugs. INT conducts research and development activities in drug delivery systems as well as contract research services for biotechnology and pharmaceutical companies. The development of LNP formulations for clinical use requires several important parameters to be established. These include the choice of structural lipids, robust analytical techniques for the drug and carrier, and the manufacturing method. Important properties of LNP formulation of small molecule drugs that could be acceptable for clinical use are 1) a robust and efficient encapsulation method that leads to highly efficient (> 90%) drug encapsulation at a drug-to-lipid ratio of at least 0.1 (wt/wt); 2) homogenous size distribution with diameter < 120 nm; 3) lipid composition such that the half-time for retention in serum at 37°C is hours or longer; 4) adequate stability properties of at least one year at 4°C.

[Redacted – Further description of drug formulation and technical development plan]

[redacted]

[1] [redacted]

[redacted]

B. PROJECT AIMS

[Redacted – Description of goal for development of drug formulations]

[redacted]

1. Development of analytical method for quantifying **[Redacted – Drug formulation reference]** in the presence of buffers, lipids and plasma
2. Establish formulation composition and preparation process to produce controlled, reproducible nanoparticle formulations
3. In vitro characterization of nanoparticle formulations for stability, drug retention and drug release.

C. WORK PLAN

This research project involves a series of experiments that would lead to at least two stable LNP formulations suitable for preclinical studies. The specific work packages are:

[Redacted – Specific development plan for drug formulation]

[redacted]

[redacted]

D. MAIN ACTIVITIES AND RESPONSIBILITIES

Table 1. Tasks and responsibilities

[Redacted – Specific tasks and responsibilities for INT and ME Therapeutics relating to development of drug formulations]

Tasks	INT	ME
[redacted]		

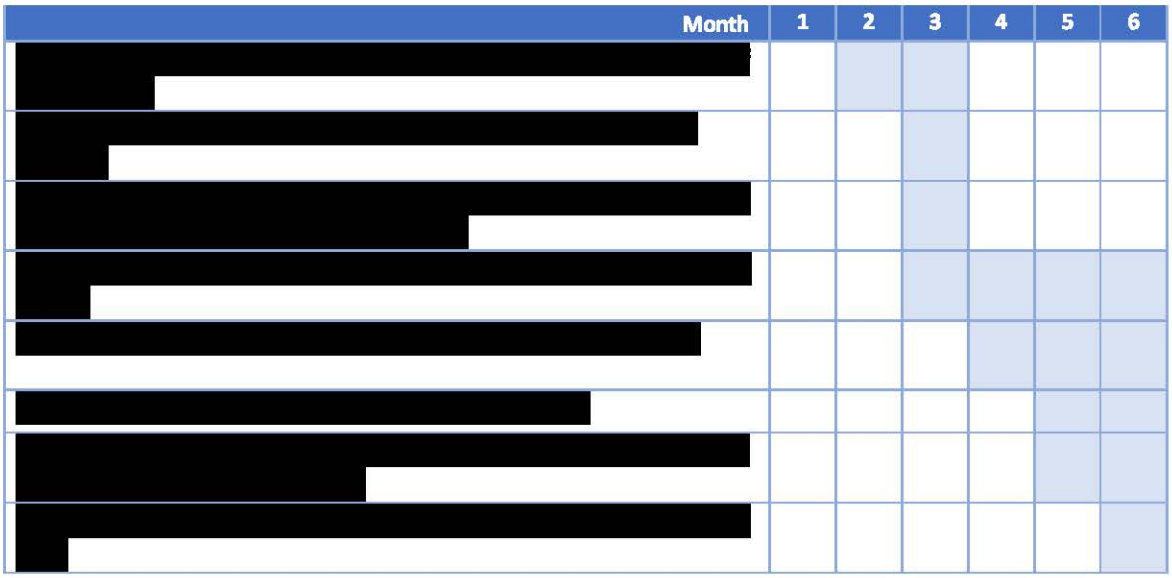
E. MAIN DELIVERABLES AND TIMELINE

We estimated that the **[Redacted – Drug formulation reference]** their formulation development requires approximately 6 months. Candidate formulations will be provided to ME for in vitro and in vivo testing. The estimated completion time for each specific task and deliverable is outlined below.

[Redacted – Chart for timeline of specific drug formulation]

[redacted]

Month	1	2	3	4	5	6
[redacted]						



F. BUDGET

The research and development of formulation candidates require the expertise and time commitment of two half-time PhD-level scientists (chemist and formulation scientist). As the project is collaborative in nature with reasonable costs and benefits sharing by both ME and INT, the reduced cost of salary and supplies for this 6-month project is **CAD $73,000** plus applicable taxes. Payment schedule by ME is below:

(1) A pre-payment of CAD $24,820 (34% of total budget) plus applicable taxes upon execution of this Agreement by both parties to secure certain resources

(2) A payment of CAD $24,090 (33% of total budget) plus applicable taxes 3 months after execution of this Agreement by both parties

(3) A payment of CAD $24,090 (33% of total budget) plus applicable taxes 6 months after execution of this Agreement by both parties

G. STEERING COMMITTEE

We propose that a steering committee be established to guide the implementation and operation of this research program. INT's representatives on this committee will be Drs. Chris Tam (INT CEO), Sam Chen (INT Director of Formulation Development) and Josh Zaifman (INT Director of Chemistry). Dr. Salim Dhanji and other personnel nominated by him will be representatives from the sponsor side. This steering committee will meet by videoconference monthly to review progress and plan next steps. INT will provide a Report which includes all the experimental procedures and results no later than 30 days after completion of the project. Strategic and critical decisions will be made according to consensus and input from all stakeholders. In situations where a change in project direction is required for the viability of the project, INT will provide an overview of possible solutions and a final recommendation.