CLINICAL STUDY AGREEMENT

This Clinical Study Agreement ("**Agreement**") is entered into on December 21, 2023.

BETWEEN:

DR. DALE STEVENS,
an individual residing in the Province of Ontario,
who is an Associate Professor at York University (hereinafter referred to as the "**Principal Investigator**")

-and-

nDATALYZE CORP.,
a corporation incorporated under the laws of the Province of Alberta
(hereinafter referred to as the "**Sponsor**")

(collectively, "**Party**" or the "**Parties**")

A. **WHEREAS** the Principal Investigator has expertise in conducting clinical studies and has the necessary facilities and resources to carry out the Clinical Study ("Study") described herein;

B. **AND WHEREAS** the Sponsor is interested in collaborating with the Principal Investigator and funding the Study;

C. **AND WHEREAS** the Parties desire to enter into this Agreement to formalize their collaboration and to define their respective rights, responsibilities, and obligations in relation to the conduct of the Study;

D. **AND WHEREAS** the Parties acknowledge that the Study may be subject to York University ethical review and possible regulatory requirements, and both Parties are committed to conducting the Study in compliance with applicable laws, regulations, and ethical principles;

E. **AND WHEREAS** the Parties acknowledge that the data provided by the Sponsor to the Principal Investigator will be valuable and will be used for the purpose of advancing scientific knowledge and potentially improving the diagnosis and treatment of depression and/or other mental conditions;

F. **AND WHEREAS** the Parties desire to establish the terms and conditions under which the Study will be conducted, including data ownership, intellectual property rights, publication, and confidentiality.

NOW THEREFORE in consideration of the covenants contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Parties agree as follows:

1. **Study Scope:** The Study will examine the correlation between biometric signatures including but not necessarily limited to DNA data and expressions, childhood environment, parenting styles, life events, lifestyle choices, allergies, mental and physical illnesses, traumas, etc., and predicted mental condition diagnosis and predicted drug-based treatment response using supervised machine-learning techniques with the goal of informing depression diagnosis and drug prescription predictions. The Study will aim to identify patterns and associations between biometric and genetic markers and the potential response to specific drug-based treatments in the absence of DNA data. The Parties acknowledge that the use of biometric and genetic data will be conducted with the utmost consideration for data privacy and security. Included in the Scope is the preparation and submission of a paper by the Principal Investigator to the Sponsor, with the mutual intent of submitting the paper to a respected peer-reviewed journal or other such respected publication upon approval by the Parties.

2. **Budget:** The total budget for the Study is $20,000 CAD plus any amount that may come from Mitacs. The budget will cover expenses related to data analysis, personnel, publication fees, and any other necessary resources for the successful execution of the Study. The $20,000 will be paid in four tranches, with the first tranche of $5,000 payable within five days of a positive York University ethics review; a second tranche of $10,000 payable upon a formal decision from Mitacs, positive or negative, on the planned application for Mitacs funding; and the final $5,000 tranche payable within five days of submission of a paper to the Sponsor.

3. **Responsibilities:**

   a) **Principal Investigator's Responsibilities:** The Principal Investigator shall be responsible for obtaining

necessary ethical approvals, applying to Mitacs for potential grants, conducting the Study pursuant to the Study Scope, preparation and submission of a Research Paper as defined herein, providing necessary computing resources and ensuring that all research activities comply with applicable laws and regulations.

b) **Sponsor's Responsibilities:** The Sponsor will provide the funding for the Study as set out in the Budget clause herein, collaborate with the Principal Investigator and his research team in designing the Study protocol, provide data related to the Study, and support the data analysis and interpretation.

4. **Duration:** The Study, including the submission of the paper by the Principal Investigator to the Sponsor as detailed in the Study Scope, is to be completed within six months following York University ethics approval. Any changes to the Duration need to be agreed to by the Parties, in writing. The Parties understand that time is of the essence and faster completion is preferred.

5. **Publication and Ownership of Data:** The Parties agree to collaborate on any publications resulting from the Study. All data provided by the Sponsor and all data generated during the Study, and all related reports (collectively and individually the "Data"), will be delivered by the Principal Investigator to the Sponsor within eight months following York University ethics approval. It is understood that all Data will be the proprietary property of the Sponsor and data ownership and intellectual property rights will be 100% vested in the Sponsor, and the Principal Investigator shall not use, disclose, or transfer the Data to any third party without the prior written consent of the Sponsor. The Principal Investigator will, upon written request by the Sponsor, delete all Data and all derivative data related thereto.

6. **Research Paper:** Unless changed by mutual written agreement, and in accordance with clause 4 herein, the Principal Investigator agrees to generate a Research Paper detailing the findings and outcomes of the Study and submit the paper to the Sponsor for review and approval, whereafter the Principal Investigator shall submit the research paper for publication to a respected peer-reviewed journal in the relevant fields. The Research Paper shall accurately and comprehensively report the methodology, results, and conclusions of the Study, and shall acknowledge the contribution of the Principal Investigator, its researchers, and the Sponsor contributor. The Principal Investigator agrees to provide the Sponsor, and vice-versa, with all necessary assistance and cooperation in preparing and submitting the Research Paper for publication. The Principal Investigator agrees to consider the input and feedback of the Sponsor in the preparation of the Research Paper and to acknowledge the contributions of the Sponsor in the publication, in accordance with academic and ethical standards. It is understood by the Parties that the publication of the Research Paper may be subject to the peer review process and the policies of the selected journal, and the Principal Investigator shall use its best efforts to facilitate the timely and successful publication of the Research Paper, following approval by the Parties. The Sponsor shall retain 100% ownership of the copyright but will grant the permissions necessary to comply with the publication requirements of the publisher of the Research Paper. This provision aims to ensure that the research findings are effectively communicated to the scientific community while also safeguarding the company's ownership of the research outputs.

7. **Confidentiality:** The Parties agree to maintain the confidentiality of all Study-related information and Data used or obtained during the course of the Study. The Parties are allowed to publicize the existence of this Agreement.

8. **Termination:** Either Party may terminate this Agreement with written notice to the other party if there is a material breach of the terms of this Agreement or for any other valid reason. Data confidentiality and ownership will in any case remain subject to the 5. Publication and Ownership of Data clause herein.

9. **Indemnification:** The Parties agree to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable legal fees, arising out of or in connection with the performance of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the indemnified Party.

10. **Compliance with Laws and Regulations:** The Parties agree to comply with all applicable laws, regulations, and ethical guidelines in the conduct of the Study, including but not limited to those related to patient privacy, data protection, and ethical standards for research involving human subjects.

11. **Amendments:** Any amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties.

12. **Force Majeure:** Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, natural disasters, or labor disputes.

13. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the

subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

14. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta, Canada. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in Calgary, Alberta, Canada, through arbitration by a single arbitrator in Calgary, Alberta under this Section 13.1 by the Canadian Arbitration Association using its Expedited Arbitration Rules.

IN WITNESS whereof this Agreement has been executed the day and year first above written.

Dr. Dale Stevens

nDATALYZE Corp.

Per: _____
James Durward, Chief Executive Officer