LAWSON
HEALTH RESEARCH INSTITUTE

750 Base Line Road, Suite 300
London, Ontario N6C 2R5
CANADA
Telephone 519.667.6649
Facsimile 519.432.7367

GRANT AGREEMENT

This Agreement, effective as of the date of signature of the last party to sign below (the "Effective Date"), is

BETWEEN
Lawson Health Research Institute a joint venture of London Health Sciences Centre Research Inc. and Lawson Research Institute, having a business address of 750 Base Line Road East, Suite 300, London, Ontario N6C 2R5 (hereinafter the "Institution")

AND:
Dr. Tarek Loubani, a medical doctor and clinical investigator with offices at London Health Sciences Centre, 800 Commissioners Road East, London, Ontario N6A 5W9 (hereinafter the "Investigator")

AND:
Glia Inc., a non-profit corporation having a business address of 54 Craig Street, London, Ontario N6C 1E8 (hereinafter "Glia");

Institution, Investigator and Glia are herein after collectively referred to as "Parties" and individually as "Party"

WHEREAS the Investigator has designed a clinical study titled: "Non-invasive positive pressure ventilation mask to minimize mask leak and potential aerosolization leading to spread of virus such as COVID-19" (the "Study"); and will be conducting the Study at Institution.

WHEREAS Glia is an innovation organization company involved in design, research and development to make low cost medical devices broadly available for use in humans, and has agreed to provide the non-invasive positive pressure ventilation mask (the "Device") for use in the Study in accordance with the Study protocol (the "Protocol").

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 The Device

1.1 Glia agrees to provide the Device for use in the Study in accordance with the Protocol, together with guidelines and descriptions for the safe and proper use, storage and disposal of the Device, to Institution and Investigator, free of charge, and in sufficient quantities to conduct the Study. It is anticipated that Glia will provide up to fifty (50) Devices in total over the course of the Study.

1.2 Glia represents and warrants that the Device shall be manufactured and provided in full compliance with all applicable laws, regulations and guidelines, including Good

Manufacturing Practices, and that the use of the Device in accordance with the Protocol meets Health Canada regulatory requirements and will not infringe any third-party intellectual property rights.

1.3 Institution and Investigator shall keep the Device secure at all times, maintaining up-to-date records showing receipt of shipments and use of the Device in accordance with the Protocol.

1.4 Following completion or early termination of the Study, Institution and Investigator shall return or dispose of the Devices in accordance with directions provided by Glia.

1.5 Intentionally deleted.

2.0 Confidential Information and Privacy

2.1 In furtherance of the conduct of the Study and the performance of this Agreement it may be necessary or desirable for Lawson Health Research Institute to disclose proprietary and/or other confidential information (hereinafter "Confidential Information") to the other parties. All such Confidential Information shall remain the property of the Party disclosing same. Dr. Tarek Loubani and Glia Inc. hereto agree that any such Confidential Information disclosed to ithem, or to their employees, agents or contractors, shall be used only in connection with the legitimate purposes of this Agreement, shall be disclosed only to those who have a need to know it and are obligated to keep the same in confidence, and shall safeguard it with reasonable care, provided, however, that the disclosing Party marks the Confidential Information as such at the time of disclosure (or if disclosed verbally, such Confidential Information is reduced to writing and so marked within a reasonable period of time thereafter). Dr. Tarek Loubani and Glia Inc. release all information generated during and after this agreement to Lawson Health Research Institute under a Creative Commons Attribution-Share Alike license, version 4.0.

2.2 The foregoing confidentiality obligations shall not apply when, after and to the extent the Confidential Information disclosed:

a) is now, or hereafter becomes, generally available to the public through no breach of this Agreement by the receiving Party or its/his/her employees, agents or contractors,

b) was already in possession of the receiving Party without restriction as to confidentiality at the time of disclosure as documented by written records,

c) is subsequently received by the receiving Party from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing Party hereunder,

d) is independently developed by the receiving Party without use of or reference to the Confidential Information, as documented by written records,

e) is required by law to be disclosed, provided that the Party making such disclosure of the other Party's Confidential Information shall give maximum practical advance notice of same and request such confidential treatment of such disclosure from the recipient thereof as may be afforded by law,

f) is published in accordance with this Agreement,

g) is necessary to be disclosed to participants who are or were enrolled in the Study, and their lawful representatives, in order to obtain and maintain their informed consent, and as the information pertains to their health, safety or diagnosis,

h) must be disclosed to the REB, the REBs of other participating sites reviewing the Protocol, in order to coordinate the review; and to the Study Steering Committee and/or Data Safety Monitoring Board, if any, if deemed necessary in order to protect patient safety.

2.3 All obligations of confidence and non-use created under this Agreement shall terminate seven (7) years from the completion of the Study or early termination of this Agreement.

2.4 The Parties will comply with all applicable federal and provincial privacy legislation including (as applicable) the *Personal Information Protection and Electronic Documents Act,* S.C. 2000, c. 5 ("PIPEDA") and the *Personal Health Information Protection Act*, 2004, S.O. 2004, c. 3 ("PHIPA").

2.5 Institution and Investigator may share data collected from Study participants in accordance with the Protocol ("Data") with Glia who will be performing Data analysis in support of the Study ("Data Analysis"), as provided for in the Study Protocol and in accordance with the informed consent forms provided by the individuals from whom the Data were collected ("ICFs"). Glia shall use the Data in compliance with all applicable laws; and shall specifically only use the Data for the conduct of the Study in accordance with the permitted uses of the Data specified in the ICFs, or otherwise as required by law. No right, title or interest in and to the Data is granted or implied to Glia hereunder.

2.6 Glia must protect the Data by making reasonable security arrangements against such risks as unauthorized access, use, disclosure, copying, modification or disposal. Security measures include, but are not limited to, antivirus protection software, backup security, encryption software and the development and maintenance of an acceptable business recovery plan. Glia agrees to notify the Institution and Investigator within one business day and in writing if it becomes aware of a security breach relating to the Data. In that event Glia will consult with Institution and Investigator in identifying the root cause of the breach and the affected information, assessing the consequences of the breach, undertaking and implementing possible mitigation measures for the breach such as assistance in recovering lost or disclosed information, and determining appropriate measures to prevent the recurrence of such a breach.

2.7 Glia shall not use the Data to identify or contact the individuals from whom such Data were collected.

2.8 Intentionally deleted.

2.9 Intentionally deleted.

2.8 Glia will keep current a privacy policy which assigns a person responsible for privacy compliance, outlines a process for dealing with privacy complaints and defines a breach management process. Upon request, Glia will share its privacy policy with the Institution and Investigator, and will notify the Institution and Investigator of any changes made to the privacy policy during the term of this Agreement. Glia shall give access to the Data only to its staff with a need to know for the purpose of conducting the Study,

and who are bound by Glia to comply with the terms of this Agreement. Glia confirms that it has a program for education of its staff on privacy, confidentiality and security of information, and ensures that employees are aware of their privacy and confidentiality obligations with respect to the Data, and ensures that employees who resign or are terminated shall return all, and no longer have access to, the Data.

2.9 Institution and Investigator may conduct audits of Glia, on reasonable notice, concerning the maintenance of appropriate security safeguards for the Data to ensure compliance with this Agreement.

2.10 Data are provided on an "as-is" basis and Institution and Investigator makes no representations or warranties, express or implied, with respect thereto. Glia accepts that there are no representations, warranties, conditions or liabilities expressed or implied herewith in relation to the Data by Institution or Investigator, or their trustees, directors, officers, affiliates, investigators, students, employees, servants, authorized representatives or agents.

3.0 Ownership of Data, Results and Inventions

3.1 Institution and Investigator shall own the Data, information and results generated from the Study in accordance with Institution's policies. All data, information and results that Dr. Tarek Loubani and Glia are allowed to released and are subject to copyright will be released under a Creative Commons Attribution-Share Alike license, version 4.0.

3.2 "Background IP" shall mean the intellectual property rights owned by and/or licensed to a Party at the commencement date of the Study. Background IP owned by Lawson Health Research Institute shall remain the property of the Party contributing the Background IP and a Party shall not have rights to the Background IP of Lawson Health Research Institute. All Background IP owned or created by Dr. Tarek Loubani or Glia will be released under a license that meets the Open Source Definition published by the Open Source Initiative (https://opensource.org/osd), including but not limited to Creative Commons Attribution-Share Alike version 4.0 and the Open Hardware License.

3.3 "Invention" shall mean any invention or discovery, whether patentable or not, conceived or reduced to practice during and as a part of the Study performed pursuant to this Agreement.

3.4 Glia shall release through a license meeting the Open Source Definition published by the Open Source Initiative all right, title and interest in any Invention arising out of the direct performance of the Study and that directly relates to the Device ("Glia Invention"). Institution and Investigator agree to sign and deliver all documents and to do all reasonable things reasonably necessary in order to help Glia exercise its proprietary rights in Glia Inventions, at Glia's expense.

3.5 Institution and Investigator shall own all right, title and interest in any Invention arising out of the performance of the Study that is not a Glia Invention ("Institution Invention"), in accordance with Institution's policies. The Investigator shall release through a license meeting the Open Source Definition published by the Open Source Initiative all right, title and interest in any Invention arising out of the performance of the Study that is not a Glia Invention ("Institution Invention") if it does not infringe on Institution's rights and policies.

4.0 Report of Results and Publication

4.1 Investigator shall provide a final report to Glia of the aggregate results of the Study. The final report may take the form of an advanced copy of a publication arising from the Study.

4.2 Institution and Investigator may freely publish and disseminate the results of the Study. Institution and Investigator shall provide Glia with a copy of each publication resulting from the Study at the earliest practicable time, but in any event not less than thirty (30) days prior to its submission to a journal, publisher or meeting or fifteen (15) days prior to any public disclosure of any manuscript or other public disclosure (e.g., presentations) (each a "Publication"). Institution and Investigator shall consider any comments Glia provides on the Publication in good faith, but have no obligation to incorporate same into the Publication. For certainty, the editorial rights in the Publication rests with the Institution and the Investigator.

5.0 Liability and Insurance

5.1 Glia shall indemnify, defend and hold harmless, Institution, Investigator and its/his/her officers, directors, employees, investigators, agents, contractors and affiliates, against all claims, actions, suits, proceedings, liabilities, losses, damages, charges, orders, fines and expenses (including reasonable legal fees and disbursements) (Claims") made or brought by a third party resulting from, arising out of or in connection with (i) the Devices; (ii) the acts and omissions of Glia, or its employees, agents and contractors, in the conduct of the Study and performance of this Agreement; and (iii) Glia's or Glia's employees', agents' or contractors' use of the Data, Study results and Inventions.

5.2 Institution shall indemnify, defend and hold harmless, Glia and its officers, directors, employees, agents, contractors and affiliates, against all Claims made or brought by a third party resulting from, arising out of or in connection with (i) the acts and omissions of Institution, or its employees, agents and contractors (but excluding the Investigator and any other licensed physician), in the conduct of the Study and performance of this Agreement.

5.3 Investigator shall be responsible for his/her acts and omissions, and those for whom he/she is at law responsible, in the conduct of the Study and performance of this Agreement.

5.4 Except as otherwise provided for herein, no Party shall be liable to another Party for any lost profits, lost opportunities, or any other indirect or consequential damages, as a result of the conduct of the Study or performance of this Agreement.

5.5 Glia and Institution shall each procure and maintain throughout the performance of this Agreement and for a reasonable period thereafter, insurance sufficient to cover its liabilities hereunder, in amounts of not less than $5 million per occurrence and $10 million in the aggregate; and each shall provide evidence of such insurance to the other upon request.

5.6 Investigator shall maintain membership in the Canadian Medical Protective Association throughout the term of this Agreement.

5.7 The setting of minimum insurance or membership requirements hereunder shall not be construed as limiting a Party's liability.

6.0 Term and Termination

6.1 This Agreement shall commence on the Effective Date and will remain in effect until completion of the Study.

6.2 Institution and Investigator may terminate this Agreement immediately on written notice in the event of withdrawal of regulatory approval for the Study, or in the interest of Study participant or staff or affiliate safety.

6.3 Any Party may terminate this Agreement on written notice in the event another Party has materially breached a material provision of this Agreement, and has failed to cure such breach on thirty (30) days written notice.

6.4 Any Party may terminate this Agreement on thirty (30) days written notice.

6.5 The terms and conditions of this Agreement which, by their intent and nature, are intended to survive, survive expiry or early termination of this Agreement.

7.0 Notices

7.1 All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid air courier, sent by mail or sent by telefax transmission, and unless and until notified of a change of address, addressed as follows:

If to Institution:

Lawson Health Research Institute
Attn: Contracts Office
750 Base Line Road, Suite 300
London, Ontario N6C 2R5
Tel: 519-667-6649
Fax: 519-432-7367
E-mail: contracts@lawsonresearch.com

If to Investigator:

Dr. Tarek Loubani
London Health Sciences Centre
800 Commissioners Road East
London, Ontario N6A 5W9
Tel: 519-685-8500 ext 76538

If to Glia:

Glia Inc.
54 Craig Street
London, Ontario N6C 1E8
Tel: 519-488-6475

8.0 Miscellaneous

8.1 No Party shall use the name of another Party in any publication, news release, promotion, advertisement, or other public announcement, whether written or oral, that endorses services, organizations or products, without the prior written approval of that other Party. Notwithstanding the foregoing, the Institution and the Investigator may, without further notice, disclose the existence of this Agreement, identify the Parties to this Agreement, and disclose the support provided by Glia for the Study, including but not limited to: as required by law, for financial reporting purposes, in grant submissions, in Publications, in conflict of interest reports and the Investigator may reference same in his curriculum vitae.

8.2 This Agreement sets forth the entire agreement and understanding of the Parties as to the subject matter herein and no part of this Agreement may be modified except in writing signed by all of the Parties. No Party may assign this Agreement or any obligation hereunder without the prior written consent of the other Parties.

8.3 The relationship of the Parties under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of employer and employee, partners, principal and agent, or joint venturers. No Party shall have the power to bind or obligate another Party nor shall any Party hold itself out as having such authority.

8.4 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada. Should it not be possible to resolve a dispute arising under this Agreement through good faith negotiations, the Parties agree to attorn for the resolution of the dispute to the courts located in the Province of Ontario.

8.5 Each of the Parties acknowledges that it/he has had the opportunity to seek independent legal advice with respect to this Agreement and that it/he has not relied upon another Party for any advice, whether legal or otherwise, with respect to this Agreement.

8.6 This Agreement may be signed in any number of counterparts, each of which is to be considered an original, and taken together as one and the same document. This Agreement may also be signed and signatures transmitted via facsimile or PDF transmission and signatures transmitted in this manner shall be legal and binding on such party.

SIGNATURE PAGE TO FOLLOW

In witness whereof the parties have executed this agreement made as of the date first written above.

Glia Inc.

By: _____
Name: Tarek Loubani
Title: President and Medical Director
Date: 2020 April 17

London Health Sciences Centre Research Inc. a joint venture of London Health Sciences Centre Research Inc. and Lawson Research Institute

London Health Sciences Centre Research Inc.

By: _____
Name: Cheryl Litchfield
Title: Manager, Grants & Contracts
Date: Apr 17/2020

Lawson Research Institute

By: _____
Name: Cheryl Litchfield
Title: Manager, Grants & Contracts
Date: Apr 17/2020

Investigator

By: _____
Name: Dr. Tarek Loubani
Date: 2020 April 17