

LAW OFFICES  
HYMAN, PHELPS & McNAMARA, P.C.

PAUL M. HYMAN  
ROBERT A. DORMER  
JEFFREY N. GIBBS  
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SERRA J. SCHLANGER  
DEBORAH L. LIVORNESE  
GAIL H. JAVITT  
KARIN F.R. MOORE

700 THIRTEENTH STREET, N.W.  
SUITE 1200  
WASHINGTON, D. C. 20005-5929  
(202) 737-5600  
FACSIMILE  
(202) 737-9329  
www.hpm.com

JAMES R. PHELPS  
THOMAS SCARLETT  
BRIAN J. DONATO  
ROGER C. THIES  
JOHN R. FLEDER  
A. WESIEGNER, JR.  
SENIOR COUNSEL  
----

SUCHIRA GHOSH  
COUNSEL  
----

JAMES E. VALENTINE  
SARA W. KOBLITZ  
RACHAEL E. HUNT  
KALIE E. RICHARDSON  
McKENZIE E. CATO  
FARAZ R. SIDDIQUI  
ASSOCIATES  
----

IN MEMORIAM  
ROBERT T. ANGAROLA  
STEPHEN H. McNAMARA

Direct Dial (202) 724-1740  
mcato@hpm.com

February 26, 2020

BY E-MAIL

Tarek Loubani, MD  
Glia Inc.  
54 Craig Street  
London, Ontario  
Canada, N6C 1E8

Dear Dr. Loubani:

It was a pleasure speaking with you concerning the retention of our firm to provide Glia Inc. with legal advice, counsel, and representation in Food and Drug Administration (FDA) and related regulatory matters on a *pro bono* basis. For your information, our firm website, [www.hpm.com](http://www.hpm.com), describes our practice and the background and experience of our lawyers.

This will also confirm that unless we reach an explicit understanding to the contrary in writing, Hyman, Phelps & McNamara, P.C. (HPM) is being engaged by and will represent Glia Inc. (Glia) only, and not any parent, subsidiary or affiliated entities of Glia, and that HPM is not being engaged to represent any individuals, including without limitation officers, directors, members, partners, shareholders or employees of Glia. You agree that the representation is limited as set forth in this paragraph, even if your inside counsel on this engagement also acts for Glia's parent, or any subsidiary or affiliated entities of Glia.

As you know, this matter will be undertaken by our firm on a *pro bono* basis. Therefore, no fee payments from you will be due to our firm in this matter. We will secure your agreement in advance as to any expenses to be reimbursed.

Our firm focuses on matters arising from or relating to the laws administered by FDA, the U.S. Department of Agriculture (USDA), the Federal Trade Commission (FTC), the Drug Enforcement Administration (DEA), the Consumer Product Safety Commission (CPSC), the Centers for Medicare & Medicaid Services (CMS), and certain other regulatory agencies. Therefore, clients of the firm may have competing products and business interests. We might, for example, assist a client that seeks regulatory approval for a product that may compete with another client's product, or assist a client to advocate a position that would be different from the position that Glia might take. We understand and you agree that Glia has no objection to HPM's representation of parties with interests that might compete with Glia.

Given the scope of our business and the scope of our client representations, it is possible that some of our present or future clients will have matters adverse to Glia while we are representing Glia. By signing this letter, you agree that Glia waives any objections and gives its informed consent to any actual or potential conflict of interest as long as those other engagements are not substantially related to the matters on which we represent Glia.

We agree, however, that Glia's consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of Glia, we have obtained proprietary or other confidential information of a non-public nature provided by Glia, that, if known to such other client, could be used in the other matter by such client to Glia's disadvantage or potential disadvantage. By agreeing to this waiver of any claim of conflicts as to matters unrelated to the subject matter of our services to Glia, Glia also agrees that we are not obligated to notify Glia when we undertake such a matter that may be adverse to Glia. We will, of course, maintain all client confidences.

Unless previously terminated, our representation of Glia will terminate upon our sending our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, papers and property will be returned promptly upon receipt of payment of outstanding fees and costs. We will send you any company property and/or files on your company as requested by you, subject to your payment for all relevant costs including retrieval, review, and copying those documents we will need to retain and for shipping the files. Otherwise, we will retain the materials for five years barring any legal or ethical obligation or specific direction from you, after which they will be destroyed. Our own files pertaining to the matter will be retained by the firm. Our own files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work products such as drafts, notes and internal memoranda. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program.

Please sign, date and return this letter acknowledging that you have read and accept the foregoing terms of our representation. Please feel free to contact me if you have any

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HYMAN, PHELPS & MCNAMARA, P.C.

questions or concerns about this letter. We appreciate your consideration of our firm and look forward to working with you.

Sincerely,



McKenzie E. Cato

MEC/tee

**AGREED TO ON BEHALF OF GLIA INC.**

  
\_\_\_\_\_  
Tarek Loubani  
Chief Executive Officer

2020 February 28  
\_\_\_\_\_  
Date