Exhibit 10.20  
 CONSULTING AGREEMENT  
 Effective November 13, 2023, Xxxxxxxx Xxxxxxxx (“Consultant”) and Pasithea Therapeutics Corp. (the “Company”) agree as follows:  
 1. Services; Payment; No Violation of Rights or Obligations. Consultant agrees to undertake and complete the services set forth and described in Exhibit A in accordance with and on the schedule specified in Exhibit A and other such matters as the Company may reasonably require (the foregoing, collectively, the “Services”). As the only consideration due to Consultant regarding the subject matter of this Consulting Agreement (the “Agreement”), the Company will compensate Consultant in accordance with Exhibit A. Consultant shall personally perform the Services. Consultant agrees that Consultant will (i) not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by the Company in writing hereafter, use or disclose at any time Consultant’s own or any third party’s confidential information or intellectual property in connection with the Services or otherwise for or on behalf of the Company; (ii) render the Services as are requested from time to time by the Company in such manner as it and the Company mutually shall agree; (iii) render the Services ethically and conscientiously and devote its best efforts and abilities to the Company; and (iv) observe all policies and directives in place from time to time by the Company for independent contractors. The Services shall be non-exclusive to the Company, provided that any such other services do not interfere with or conflict with the Services to be provided by Consultant under this Agreement. Furthermore, Consultant shall not be authorized to incur on behalf of the Company any expenses incurred in connection with rendering the Services and will be responsible for all expenses incurred unless otherwise agreed to in advance by the Company’s Chief Executive Officer, which consent shall be evidenced in writing.  
 2. Ownership; Rights; Publicity.  
 a. The Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Consultant during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services or any Confidential Information (as defined below) (collectively, “”) and Consultant will promptly disclose and provide all Inventions to the Company and hereby assigns such Inventions to the Company. Consultant will not disclose any Invention to anyone other than persons authorized by the Company, without the Company’s express prior written instruction to do so. All Inventions shall belong solely to the Company from conception. Consultant hereby expressly disclaims all interest in all Inventions. Consultant hereby irrevocably assigns to the Company all of Consultant’s right, title and interest to that Invention. Consultant shall assist the Company, at the Company’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Consultant hereby irrevocably designates and appoints the Company as its agents and attorneys-in-fact, coupled with an interest, to act for and on Consultant’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant and all other creators or owners of the applicable Invention.