

# Purchase Agreement

concluded pursuant to the provisions of Section 2079 *et seq.* of Act no. 89/2012 Coll., Civil Code, as amended  
between the Contracting Parties:

**NÁRODNÍ ÚSTAV DUŠEVNÍHO ZDRAVÍ**, příspěvková organizace  
ID no.: 00023752  
with its registered office at Topolová 748, 25067 Klecany  
contact e-mail address  
represented by prof. **VYMAZÁNO**, as Managing Director

hereinafter referred to as the "Seller" on one part,

and

**Glostrup Apotek**  
Hovedvejen 101  
2600 Glostrup  
Denmark  
**VYMAZÁNO**  
VAT number: DK37302872  
represented by **VYMAZÁNO**, cand.pharm.

hereinafter referred to as the "Buyer" on the other part

I.  
**Subject Matter**

The Seller hereby undertakes to provide the Buyer with **5 g of psilocybin substance** (hereinafter referred to as the "**Subject Matter of the Purchase**") in compliance with the provisions hereof, and thus enable the Buyer to acquire the ownership right to the Subject Matter of the Purchase. The Buyer hereby undertakes to accept the Subject Matter of the Purchase to its possession and pay the Seller the Purchase price set forth under Art. III hereof. The substance must be accompanied by documentation of origin, a material safety data sheet and a certificate of analysis produced by the University of Chemistry and Technology, Prague. The certificate of analysis must document the purity of the compound and trace levels of all used solvents. The composition of the substance must be > 99 % pure psilocybin. Levels of contaminants other than psilocin are to be < 0.1 %. Levels of heavy metals are to be < 10 ppm. The product will be accompanied by an investigational product dossier, including stability information and a description of synthesis.

II.  
**Representation**

1. The Subject Matter of the Purchase represents an addictive substance within the meaning of Act no. 167/1998 Coll. providing for addictive substances (hereinafter referred to as the "Addictive Substances Act").
2. The Seller represents to have a license to use the Subject Matter of the Purchase based on the respective permits within the meaning of the Addictive Substances Act. The Seller undertakes to obtain an export permit for the purpose of this Agreement. The administrative fee paid by the Seller in order to obtain the export permit will be covered by the Buyer on the Seller's request sent via e-mail within 3 days of the request delivery.
3. The Buyer represents to have a license to use the Subject Matter of the Purchase based on the respective permits within the meaning of the Addictive Substances Act. The Buyer undertakes to obtain an import permit for the purpose of this Agreement. The Buyer is obliged to provide license and import permit to the Seller within 14 days after concluding the contract.
4. The Buyer has authorization established by the respective permits to use the Subject Matter of the Purchase, in particular to acquire it, process it and store it. The Buyer is authorized to import the Subject Matter of the Purchase based on an import permit the copy of which is attached hereto.

**III.**  
**Purchase Price**

1. The Contracting Parties have agreed on the purchase price of the Subject Matter of the Purchase in the amount of EUR 5,750 and the respective VAT (hereinafter referred to as the "Purchase Price").
2. The Contracting Parties have agreed that the administrative fee for the export permit will be charged to the Buyer.
3. The Buyer will pay the Purchase Price in advance within 14 days following the day on which the Seller sent a proforma invoice, scanned copy of export authorization and the certificate of analysis produced by the University of Chemistry and Technology to the Buyer. The Seller will send the payment request along with payment details and the copy of certificate of analysis produced by the University of Chemistry and Technology to the Buyer's contact e-mail address. The Seller will send the proforma invoice and certificate of analysis to buyer within 14 days after signing the contract by Seller.
4. The Seller will send an invoice along with the Subject Matter of the Purchase to the Buyer's address in accordance with Art. IV hereof.

**IV.**  
**Delivery of the Subject Matter of the Purchase**

1. The Subject Matter of the Purchase will be shipped to „Glostrup Apotek", mailing address: Glostrup Apotek, Att. Lone Astrup, Hovedvejen 101, 2600 Glostrup, Denmark. The shipment of the Subject Matter of the Purchase will be arranged by the Seller at the Buyer's costs via a shipping Ad Astra Cargo, s.r.o. Galandova 1232/1, 163 00 Praha 6, Czech Republic (hereinafter referred to as "Ad Astra Cargo") in compliance with Ad Astra Cargo business terms. The Subject Matter of the Purchase will be shipped on dry ice. At Buyers costs the Subject Matter of Purchase will be equipped and accompanied with data logger for continuous monitoring of the temperature conditions. The Subject Matter of the Purchase will be delivered to the Copenhagen airport, cargo department, where the Buyer will take over the Subject Matter of the Purchase immediately after notice of Ad Astra cargo or the customs.
2. The Buyer must specify by email a contact person with email address and phone who will be contacted by the Ad Astra Cargo or the customs upon delivery of the Subject Matter of the Purchase to Copenhagen Airport, such person must approve its right to take over the Subject matter of the Purchase by full power and all necessary certificates and approvals demanded in the place of delivery.
3. The Seller shall turn in the Subject Matter of the Purchase to the shipping company no later than 10 days following the day on which the Purchase Price was credited on the Seller's account specified in the payment request and at the same time the Buyer provided license to use and permit to import the Subject Matter of the Purchase.
4. The Seller's obligation to turn in the Subject Matter of the Purchase is fulfilled by the handover thereof to Ad Astra Cargo for shipment at the address specified in the import permit. The ownership right and a risk of damage passes on to the Buyer upon the handover to Ad Astra Cargo.
5. The Seller will hand the Subject Matter of the Purchase over for shipment in compliance with the Addictive Substances Act, duly label the Subject Matter of the Purchase in compliance with the

respective regulations (including quantity, INN and IUPAC names, CAS no., batch no., storage conditions and expiry date) and attach any and all permits necessary for shipment. The Seller will also wrap the Subject Matter of the Purchase as required for safe shipment.

6. Upon delivery by Ad Astra Cargo the Buyer will take over the Subject Matter of the Purchase without any delay upon receiving the information about the delivery to customs. The Buyer is aware, that the Subject Matter of the Purchase may be damaged if not stored under appropriate conditions for long-term storage (i.e., dry, inert atmosphere, dark and at -20 degrees Celsius). The Seller is not responsible for any damages to the Subject of Matter that might happen due to the delayed retrieval.
7. Upon delivery by Ad Astra Cargo, the Buyer shall check to see whether the packaging of the Subject Matter of the Purchase is intact; should the Buyer ascertain any obvious defects, it must inform Ad Astra Cargo and the Seller immediately.

## **V. Communication**

- L The Contracting Parties have agreed that any and all notifications, requests, claims, invitations and other forms of communication must be made in written form, which also includes e-mail communication.

## **VI. Withdrawal from the Agreement**

1. The Seller may withdraw from the Agreement in the event that the Buyer fails to pay the Purchase Price within 14 days of the dispatch of payment request. In such case, the Buyer is obliged to cover the costs incurred to the Seller in connection with the execution hereof.
2. The Seller may withdraw from the Agreement also in the case that the export permit will be denied without fault on its part.
3. The Buyer may withdraw from the Agreement in the event that the Seller fails to turn in the Subject Matter of the Purchase for shipment to the Buyer within 7 days of the Purchase Price payment to the Seller's account. In such case, the Seller is obliged to return the Purchase Price to the Buyer and pay for other costs incurred to the Buyer in connection with the execution hereof.
4. The Buyer may withdraw from the Agreement in the event that the Seller fails to handover the Subject Matter of the Purchase to Ad Astra Cargo for shipment without significant defects (that make impossible to use the Subject Matter of the Purchase) in the term of 6 (six) months following the day on which the Purchase Price was credited on the Seller's account specified in the payment request.

## **VII Liability**

1. The Buyer is solely liable for any and all damage, injury or harm - physical or mental - that may be caused - directly or indirectly - to anyone's life, health or safety by authorised or unauthorised processing or storing of the Subject Matter of the Purchase by any person or entity. The Buyer is also solely liable for any and all damage, injury or harm - physical or mental - that may be caused - directly or indirectly - to anyone's life, health or safety by any other authorised or unauthorised use, usage, treatment or handling of the Subject Matter of the Purchase by any person or entity.

**VIII.**

**Final Provisions**

1. This Agreement comes into force and effect on the date of execution thereof by both Contracting Parties. Any changes of and amendments to the Agreement, or termination thereof, must be made in written form.
2. Any issues not regulated by this Agreement are governed by the system of law of the Czech Republic, in particular by Act no. 89/2012 Coll., Civil Code, as amended.
3. Any and all attachments hereto form an integral part of this Agreement.
4. The Agreement has been made in two counterparts; each Contracting Party receives one counterpart.

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In \_\_\_\_\_ Seller

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