PSILOCYBIN SERVICES AGREEMENT

This Psilocybin Services Agreement ("**PSA**") is between Bold Journey Works, Inc., an Oregon corporation ("**Facilitation Company**"), and the individual specified on Signature Page 1 of this PSA ("**Client**"). This PSA is dated effective as of the date that Client signs Signature Page 1 of this PSA.

RECITALS

A. Facilitation Company owns and operates a psilocybin services business. Facilitation Company provides psilocybin services to clients during preparation sessions ("**Preparation Sessions**"), administration sessions ("**Administration Sessions**"), and integration sessions ("**Integrations Sessions**"), in each case held in accordance with ORS Chapter 475A (the "**Act**") and OAR Chapter 333 Division 333 (the "**Rules**").

B. Facilitation Company employs or engages as independent contractors one or more psilocybin service facilitators ("**Facilitators**"), each of whom holds a facilitator license issued by the Oregon Health Authority (the "**OHA**").

C. Facilitation Company is willing to provide psilocybin services to Client, subject to the terms and conditions of this Agreement.

AGREEMENT

1. TERMS AND CONDITIONS; SESSION DETAILS

1.1. Services. Subject to Section 1.2, Facilitation Company will provide to Client such psilocybin services as Facilitation Company and Client may, from time to time, agree in writing in the manner provided in Section 1.4 (collectively, the "**Psilocybin Services**").

1.2. Limited Scope of Services. The Psilocybin Services will be limited to only those services that are expressly authorized by the Act and the Rules (collectively, the "**Oregon Psilocybin Laws**"). The Psilocybin Services will not include: (a) the practice of medicine, psychology, naturopathy, occupational therapy, or any other licensed profession (other than the provision of services that are authorized by the Oregon Psilocybin Laws); or (b) any diagnosis or treatment of any physical or mental health condition that Client may have.

1.3. General Terms and Conditions. Subject to the terms and conditions of this Section 1, the terms and conditions of this Agreement are the only terms and conditions that will govern Facilitation Company's provision of the Psilocybin Services to Client. Facilitation Company will not have any obligation to provide any Psilocybin Services to Client during any specific Preparation Session, Administration Session, or Integration Session ("**Session**") unless and until Facilitation Company and Client agree on the details of the specific proposed Session.

1.4. Session Details. If Client desires Facilitation Company to provide Psilocybin Services to Client during a specific Session, and if Facilitation Company desires to do so, Facilitation Company and Client will coordinate with each other and agree on the following details concerning the specific Session (with respect to each specific Session, the "**Session Details**"): (a) the date, the starting time, and the expected duration of the Session; (b) the specific location at which the Session will occur, including whether any part of the Session may occur outdoors; (c) the Facilitator(s) who will be serving as facilitators during the Session; (d) whether any other individuals (besides Client and such Facilitator(s)) will attend the Session

and the names of such other individuals; (e) the fee that Client will pay Facilitation Company for the Psilocybin Services provided during the Session, together with the payment terms of such fee, including whether Facilitation Company will require any security deposit or reservation fee; (f) Facilitation Company's cancellation policy for the Session, if any; (g) if the Session is an Administration Session, whether the service center operator that owns and operates the service center at which the Administration Session will be held will require Client to sign any agreements with the service center operator or make any payments to the service center operator; and (h) any other matters that are required by the Oregon Psilocybin Laws or that Facilitation Company and Client desire to document before the Session occurs.

1.5. **Session Details Generally**. Facilitation Company may, from time to time, develop specific forms and procedures for the parties to use and follow to document the Session Details, and upon Facilitation Company's request, Client agrees to use such forms and follow such procedures.

1.6. **Conflicting Terms**. Notwithstanding anything in this Agreement to the contrary, with respect to any specific Session: (a) the terms and conditions of this Agreement will prevail over any inconsistent terms in any Session Details for such specific Session, unless Facilitation Company specifically, expressly, and unambiguously agrees to the inconsistent term in the Session Details; and (b) if Facilitation Company specifically, expressly, and unambiguously agrees to a term or condition in any Session Details that is inconsistent with the terms and conditions of this Agreement, the inconsistent term or condition in the Session Details will apply only to such specific Session and not to any future Session governed by this Agreement.

2. LIMITED SERVICE WARRANTIES

2.1. **Limited Service Warranties**. Subject to the terms and conditions of this Section 2, Facilitation Company warrants to Client that: (a) each Facilitator who personally performs any Psilocybin Services on behalf of Facilitation Company holds a facilitator license issued by the OHA and such license has not lapsed or been suspended, cancelled, or revoked; and (b) the Psilocybin Services will be performed in compliance with all applicable Oregon Psilocybin Laws; *provided however*, that with respect to any particular act or omission by Facilitation Company, if, at the time of such act or omission, Facilitation Company reasonably believes that the Oregon Psilocybin Laws are unclear as to whether such act or omission complies with applicable Oregon Psilocybin Laws, Facilitation Company will use its reasonable discretion in determining whether such act or omission complies with applicable Oregon Psilocybin Laws, and such act or omission will, for purposes of this Agreement, be deemed to be in compliance with applicable Oregon Psilocybin Laws.

2.2. **Exclusion of Unstated Warranties**. **Except for the express limited service warranties set forth in Section 2.1 (the "Limited Service Warranties"), Facilitation Company expressly excludes all warranties with respect to the Psilocybin Services, express and implied, including but not limited to any warranties that may have arisen or may arise from course of performance, course of dealing, or usage of trade. Facilitation Company specifically disclaims any warranty with respect to the effects (if any) that any psilocybin product(s) that Client consumes during any Administration Session will (or may) have on Client, even if Facilitation Company advised Client on the selection and dosage of the psilocybin product(s)**.

I have read and understood Section 2.2. _____
[Client's Initials]

2.3. Limitation of Liability. **Facilitation Company's aggregate monetary liability to Client for any reason and for any and all causes of action, whether in contract, tort, or otherwise, resulting from or arising out of the Limited Service Warranties will not exceed: (a) if the liability results from or arises out of one or more specific Sessions, then the amount that Client paid to Facilitation Company for the Psilocybin Services provided during such Sessions; and (b) if the liability does not result from or arise out of one or more specific Sessions, then the aggregate amount that Client paid to Facilitation Company during the 6-month period before the cause of action accrued. Under no circumstances will Facilitation Company be liable to Client under any cause of action, whether in contract, tort, or otherwise, for any indirect, special, incidental, consequential, or punitive damages, even if Facilitation Company has been advised of the possibility of such damages. The cost of the Psilocybin Services and Facilitation Company's obligations under this PSA are consideration for limiting Facilitation Company's liability to Client**.

I have read and understood Section 2.3. _____
[Client's Initials]

3. DISCLAIMERS RELATING TO SERVICE CENTER OPERATORS AND PSILOCYBIN PRODUCTS

3.1. No Agency, Joint Venture, or Partnership with Service Center Operators. **If Facilitation Company provides Psilocybin Services to Client during an Administration Session, Client acknowledges and understands that: (a) Facilitation Company, on the one hand, and any service center operator that owns and operates a service center at which the Administration Session is held, on the other hand, are separate and distinct legal persons; (b) the service center operator is not an agent, joint venturer, or partner of Facilitation Company; and (c) the service center operator does not have any authority to bind Facilitation Company to any obligation or to make any representation, warranty, or covenant on behalf of Facilitation Company with respect to the Psilocybin Services or otherwise**.

I have read and understood Section 3.1. _____
[Client's Initials]

3.2. No Sale of Psilocybin Products. **If Facilitation Company provides Psilocybin Services to Client during an Administration Session, Client acknowledges and understands: (a) that Facilitation Company will not sell any psilocybin product(s) to Client; and (b) that the service center operator will be solely responsible for selling the psilocybin product(s) to Client**.

I have read and understood Section 3.2. _____
[Client's Initials]

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CLIENT

Client represents, warrants, and covenants to Facilitation Company as follows:

4.1. Capacity. Client has the capacity, power, and authority to sign and deliver this PSA and to perform all of Client's obligations under this PSA.

4.2. Binding Agreement. This PSA is the legal, valid, and binding obligations of Client, enforceable against Client in accordance with its terms.

4.3. **Facilitation Company Release and Waiver of Liability**. Client has signed and delivered to Facilitation Company a separate Facilitation Company Release and Waiver of Liability prepared by Facilitation Company ("**FCRWL**").

4.4. **Authorization to Disclose Personal Identifiable Information**. Client has signed and delivered to Facilitation Company, for each Facilitator, a separate Authorization to Disclose Personal Identifiable Information form prepared by Facilitation Company ("**ADPII Form**").

4.5. **Accuracy of Client Information Form**. **All of the responses set forth on any client information form required by the Rules that Client reviews and completes in coordination with Facilitation Company will be complete and accurate in all respects. If any of the responses set forth on any such client information form subsequently become incomplete or inaccurate, Client will notify Facilitation Company of the incomplete or inaccurate responses before Facilitation Company provides any additional Psilocybin Services to Client**.

I have read and understood Section 4.5. _____
[Client's Initials]

4.6. **Review of Agreements**. **Client confirms that: (a) Client has had a reasonable time to review this PSA, the FCRWL, and the ADPII Form; (b) Client has, in fact, reviewed this PSA, the FCRWL, and the ADPII Form; and (c) in determining whether to enter into this PSA, the FCRWL, and the ADPII Form, Client has consulted with Client's own legal counsel or has knowingly waived Client's right to do so**.

I have read and understood Section 4.6. _____
[Client's Initials]

4.7. **Cooperation and Assurances**. Client will: (a) cooperate with Facilitation Company with respect to all consents, authorizations, and approvals that Facilitation Company is required to obtain from Client to enable Facilitation Company to perform the Psilocybin Services; (b) upon Facilitation Company's request, complete and sign any and all forms that Client is required to complete and sign to enable Facilitation Company to perform the Psilocybin Services; and (c) upon Facilitation Company's reasonable request, take any other actions that Facilitation Company believes is reasonably necessary or desirable to enable Facilitation Company to perform the Psilocybin Services.

4.8. **Compliance With Session Details**. Subject to Section 1.6, with respect to each specific Session, Client will comply with the Session Details agreed to by Facilitation Company and Client for the Session.

4.9. **Compliance With Laws**. At each Session: (a) Client will comply with all applicable Oregon Psilocybin Laws; and (b) Client will not knowingly request that Facilitation Company take any act (or omit to take any act) that violates any Oregon Psilocybin Laws. If Client requests that Facilitation Company take any act (or omit to take any act) that Facilitation Company reasonably believes could violate any Oregon Psilocybin Law, and if Facilitation Company denies or conditions Client's request, Client will accept Facilitation Company's denial or conditions without incident.

4.10. **Compliance With Plans and Forms**. At each Session, Client will comply with any and all plans, forms, consents, authorizations, and approvals that were signed by Client and that are applicable to the Session. If, during an Administration Session, Client requests that Facilitation Company permit Client to amend or deviate from any such plan, form, consent,

authorization, or approval, and if Facilitation Company denies or conditions Client's request, Client will accept Facilitation Company's denial or conditions without incident.

4.11. Compliance With Service Center Operator Agreements. At each Administration Session, Client will comply with any and all agreements between Client and the service center operator that owns and operates the service center at which the Administration Session is held.

4.12. Indemnification. Client will defend and indemnify Facilitation Company for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of: (a) Client's breach of any representation, warranty, covenant, or other obligation of Client in this Agreement; (b) any failure by Client to comply with any Oregon Psilocybin Law; or (c) any negligent, reckless, or intentional act on the part of Client.

5. CONTINGENCIES

Facilitation Company will not be responsible for any failure to perform Facilitation Company's obligations under this Agreement due to: (a) contingencies beyond Facilitation Company's reasonable control, including but not limited to any act of Nature, flood, fire, earthquake, or extreme weather, epidemic or pandemic, war, invasion, hostilities, terrorist act or threat, riot, or other civil unrest, governmental order, law, or action, national or regional emergency, telecommunication breakdown, or power outage or shortage; (b) the lapse, suspension, cancellation, or revocation of any Facilitator's OHA license; or (c) the lapse, suspension, cancellation, or revocation of any service center operator's OHA license. If any obligation of Facilitation Company will be delayed by any such contingency, Facilitation Company will promptly notify Client and will use commercially reasonable efforts to remove the contingency within a reasonable time.

6. TERMINATION

6.1. Termination. This Agreement will terminate upon the earliest to occur of the following: (a) upon the written agreement of Facilitation Company and Client; (b) upon written notice by Facilitation Company to Client, at any time, for any or no reason; *provided however*, that Facilitation Company may not provide such notice to Client during a Session at which Facilitation Company is providing Psilocybin Services to Client; and (c) upon written notice by Client to Facilitation Company, at any time, for any or no reason; *provided however*, that Client may not provide such notice to Facilitation Company during a Session at which Facilitation Company is providing Psilocybin Services to Client.

6.2. Effect of Termination. The provisions of Section 2, Section 3, Section 4, this Section 6, and Section 8 will survive the termination of this Agreement indefinitely. Additionally, the provisions of the FCRWL (or any subsequent FCRWL signed by Client) and the provisions of the ADPII Forms (or any subsequent ADPII Forms signed by Client) will survive the termination of this Agreement indefinitely. Notwithstanding the foregoing, the termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination.

7. SEVERABILITY

If any provision of this PSA is determined to be unenforceable in any respect: (a) the enforceability of such provision in any other respect will not be impaired; and (b) the enforceability of the remaining provisions of this PSA will not be impaired. Similarly, if any portion of any provision of this PSA is determined to be unenforceable in any respect: (1) the enforceability of such portion of such

provision in any other respect will not be impaired; (2) the enforceability of the other portions of such provision will not be impaired; and (3) the enforceability of the remaining provisions of this PSA will not be impaired.

8. GENERAL

8.1. **General**. This PSA is personal to Client. Client may not assign or delegate any of Client's rights or obligations under this PSA to any person. This PSA will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This PSA may be amended only by a written document signed by Facilitation Company and Client. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this PSA will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this PSA. The parties do not intend to confer any right or remedy on any third party. All exhibits and other attachments referenced in this PSA are part of this PSA. This PSA may be signed in counterparts. An electronic transmission of a signature page will be considered an original signature page. At the request of a party, each other party will confirm an electronically transmitted signature page by delivering an original signature page to the requesting party.

8.2. **Governing Law**. This PSA is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this PSA. Subject to the terms and conditions of this PSA, the parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

8.3. **Arbitration**. Except as otherwise provided in this Section 8.3, any dispute, controversy, or claim arising out of the subject matter of this PSA will be settled by arbitration before a single arbitrator in Bend, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the procedures set forth in ORS 36.600 through ORS 36.740. The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding will be litigated in courts located in Deschutes County, Oregon. For the purposes set forth in this Section 8.3, each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

8.4. **Attorney's Fees**. If any arbitration or litigation is instituted to interpret, enforce, or rescind this PSA, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

8.5. **Entire Agreement**. This PSA, the FCRWL and the ADPII Forms contain the entire understanding of the parties regarding the subject matter of this PSA, the FCRWL, and the ADPII Forms, and supersede all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this PSA, the FCRWL, and the ADPII Forms.

[signature pages to follow]

SIGNATURE PAGE 1 TO PSILOCYBIN SERVICES AGREEMENT

Client:

Signature: _____

Printed Name: _____

Date: _____

SIGNATURE PAGE 2 TO PSILOCYBIN SERVICES AGREEMENT

Facilitation Company:

Bold Journey Works, Inc.

_____
By: Betty J. Warden
Its: President