

MEMORANDUM OF UNDERSTANDING (MOU)

Between TheraPsil and Panambi [Trainer / Delivery Partner]

PARTIES TO THIS AGREEMENT

Organization	TheraPsil
Address	338 North Dollarton Hwy, North Vancouver, BC, V7G 1N1
Representatives	Yasmeen deRosenroll & Spencer Hawkswell
Partner	Panambi Studio LLC
Address	8 The Green, Suite A, Dover, DE 19901
Effective date	June 8, 2026
Location of formation	Delaware, United States

I. Background and Purpose

TheraPsil is a non-profit humanitarian corporation dedicated to promoting legal access to psychedelic-assisted psychotherapy for individuals with medical needs. Its primary functions include patient-rights advocacy, assessment, and referral for treatment.

TheraPsil seeks to develop training opportunities for healthcare professionals (“TheraPsil Affiliates”) to become “TheraPsil Associates” — a status that qualifies them to receive patient referrals from TheraPsil.

This Memorandum of Understanding (“MOU”) sets out the roles, responsibilities, and terms under which TheraPsil and the Partner will collaborate to deliver psychedelic-assisted psychotherapy training programs, with an initial focus on Spanish-speaking markets (LATAM, Spain, and the Spanish-speaking segment of the United States).

II. Scope of Collaboration

The Partner (Panambi) agrees to:

- Lead the didactic and experiential components of the curriculum for the designated training cohort.
- Deliver the full content of the TheraPsil curriculum. Any supplementary content not included in the curriculum requires prior written approval from TheraPsil.
- Adopt TheraPsil’s treatment protocol and patient inclusion criteria as a foundation, allowing for any adaptations necessary to comply with local regulations, upon prior notice to TheraPsil.
- Deliver the program under the name “TheraPsil Training” or “Panambi in partnership with TheraPsil”.

TheraPsil agrees to:

- Advocate for regulations and experiential training standards that support safe and lawful

delivery.

- Deliver Unit 1 of the curriculum through trainers selected by TheraPsil.
- Reserve the right to refuse patient referrals to Associates deemed unfit.
- Support legal access advocacy, legislative change, and clinical research advancement.

III. Responsibilities

A. TheraPsil

- Provide administrative support throughout the training.
- Collaborate with the Training Committee to ensure standards.
- Collect and act upon feedback from trainees and instructors.
- Provide guidance and support during experiential sessions.
- Training portal and payment processing: each Party shall collect and retain revenues directly from the component it delivers, in accordance with Appendix I (A.3); TheraPsil shall provide the portal for its didactic component.
- Revenue distribution shall be governed by Appendix I.
- Promote the program, conduct interviews, organize the welcome call, host trainees on its platform, and coordinate supervision.

B. Panambi

- Assist in identifying suitable candidates.
- Develop and deliver a program meeting TheraPsil standards.
- Collaborate in observational research and data collection where appropriate and lawful; participant data sourced by Panambi shall remain the property of Panambi.
- Maintain a safe and inclusive environment.
- Promote the program through its network and participate in planning activities.

C. Joint Responsibilities

- Hold regular meetings.
- Address misconduct seriously.
- Support one another in achieving the objectives of the collaboration.

IV. Research and Intellectual Property

TheraPsil reserves the right to conduct observational research on participants in compliance with applicable ethical and legal requirements.

TheraPsil retains ownership of its curriculum, protocols, and materials. The Partner may not reproduce or adapt them without consent.

The Partner retains ownership of its independently developed content, slides, and materials. TheraPsil may not reproduce or adapt them without consent.

V. Term

This MOU shall become effective on June 8, 2020, and remain in force throughout the pilot cohort defined in Appendix I (A.2), unless extended or terminated by mutual written agreement.

VI. Compensation (Fees)

Compensation and revenue sharing between the Parties shall be governed by Appendix I (Economic and Operational Terms), which forms an integral part of this MOU and shall be binding.

All fees are subject to applicable taxes.

The currency of distribution and payment timing between the Parties shall be governed by Appendix I (A.6).

VII. Confidentiality

All documents, materials, patient information, and proprietary data exchanged between the Parties shall be confidential and may not be disclosed without prior written consent, except where required by law.

This obligation shall survive for a period of [2 to 5] years following termination of the agreement.

The Parties may refer to this MOU publicly provided no confidential information is disclosed.

VIII. Policies and Standards

The Parties maintain a zero-tolerance policy regarding sexual harassment or abuse in the context of training and commit to the prompt and confidential investigation of any allegation.

The Parties are committed to maintaining a safe and inclusive environment free from discrimination.

IX. Nature of this MOU

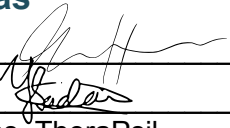
This MOU is a statement of intent and does not constitute a legally binding contract.

Notwithstanding the foregoing, Appendix I (Economic Terms), together with the Confidentiality and Indemnification provisions, shall be binding upon the Parties.

This agreement shall be governed by the laws of [Argentina / Canada] and subject to the jurisdiction of the courts of [TO BE DETERMINED].

Any amendments must be made in writing and signed by authorized representatives.

X. Firmas



Operations, TheraPsil
Gabriela Genovese

June
8th
Fecha: 2026 [name] — CEO, TheraPsil
June 3rd,
Fecha: 2026 [name] — Director of Training and

Fecha: June 8, 2026 Gabriela Genovese - On behalf of Panambi Studio LLC

APPENDIX I — ECONOMIC AND OPERATIONAL TERMS

This Appendix forms an integral part of the MOU. In the event of any conflict between the non-binding body of the MOU and this Appendix, this Appendix shall prevail.

A.1 Program Structure

Each Program shall consist of a Didactic / Training Component and an Experiential Component, which may have separate fees and may be delivered under the primary responsibility of one of the Parties.

A.2 Pilot Phase

The Parties agree to begin their relationship through a PILOT PROGRAM consisting of one (1) small cohort (target: 6–12 trainees), intended to evaluate the operational, qualitative, and economic viability of the collaboration.

A.3 Revenue Distribution During the Pilot

Component	<u>TheraPsil</u>	Panambi
Didactic	70%	30%
Experiential	30%	70%

Each Party shall collect and retain revenues from the component it delivers, cover its own costs from those revenues, and make any necessary adjustments and payments between the Parties to reflect the agreed distribution.

A.4 Intended Framework Following the Pilot

The Parties express their interest in exploring, following the successful completion of the pilot phase, a broader collaboration for the development and expansion of the program in Spanish-speaking markets (including LATAM, Spain, and the Spanish-speaking segment of the United States), in respect of which Panambi will seek to hold a preferred and/or exclusive position for management and development.

The Parties further agree to review in good faith the economic structure and participation percentages applicable to such future collaboration. Final terms shall be documented in a separate binding agreement.

A.5 Costs and Expenses

Each Party may incur costs necessary for the execution of the Program, provided such costs are reasonable and directly related to the Program.

Any expense exceeding USD 1,000 shall require prior written approval from the other Party, which may be provided by email.

A.6 Revenue Reconciliation and Transparency

At the end of each cohort (or at agreed milestones), the Parties shall reconcile distributions to reflect the agreed structure and shall share simple financial reports on a per-cohort basis.