

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2023-09-07**
SEC Accession No. [0001193125-23-229890](#)

(HTML Version on secdatabase.com)

SUBJECT COMPANY

IntelGenx Technologies Corp.

CIK: [1098880](#) | IRS No.: **870638336** | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-82768** | Film No.: **231240824**
SIC: **2834** Pharmaceutical preparations

Mailing Address

6420 ABRAMS

SAINT LAURENT A8 H4S 1Y2

Business Address

6420 ABRAMS

SAINT LAURENT A8 H4S 1Y2

514-331-7440

FILED BY

ATAI Life Sciences N.V.

CIK: [1840904](#) | IRS No.: **000000000** | State of Incorporation: **P7** | Fiscal Year End: **1231**
Type: **SC 13D/A**
SIC: **2834** Pharmaceutical preparations

Mailing Address

524 BROADWAY

NEW YORK NY 10013

Business Address

WALLSTRASSE 16

BERLIN 2M 10179

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

IntelGenx Technologies Corp.

(Name of Issuer)

Common Stock, \$0.00001 par value per share
(Title of Class of Securities)

45822R101
(CUSIP Number)

Ryan Barrett
ATAI Life Sciences AG
Wallstraße 16,
10179 Berlin, Germany
+49 (0) 89 2153 9035

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 31, 2023
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of Reporting Persons ATAI Life Sciences N.V.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Netherlands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 257,679,100
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 257,679,100
11	Aggregate Amount Beneficially Owned by Each Reporting Person 257,679,100	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 65.2%	
14	Type of Reporting Person CO	

1	Names of Reporting Persons ATAI Life Sciences AG	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Germany	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 0
	8	Shared Voting Power 257,679,100
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 257,679,100
11	Aggregate Amount Beneficially Owned by Each Reporting Person 257,679,100	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 65.2%	
14	Type of Reporting Person CO	

Explanatory Note

This Amendment No. 1 to Schedule 13D (this “Amendment No. 1”) amends and supplements the Schedule 13D originally filed with the United States Securities and Exchange Commission (the “SEC”) on May 24, 2021 (as amended, the “Schedule 13D”) and relates to the shares of common stock, par value \$0.00001 per share (the “Common Stock”), of IntelGenx Technologies Corp., a Delaware corporation (the “Issuer”). Capitalized terms used herein without definition shall have the meaning set forth in the Schedule 13D.

Item 2. Identity and Background.

Item 2 of the Schedule 13D is hereby amended and restated in its entirety as follows:

The Schedule 13D is being filed by the following entities (each a “Reporting Person” and collectively, the “Reporting Persons”):

ATAI Life Sciences N.V. (“ATAI NV”)
ATAI Life Sciences AG (“ATAI AG”)

ATAI AG is organized under the laws of Germany, and ATAI NV is organized under the laws of the Netherlands. The Reporting Persons are principally engaged in the business of acquiring and developing innovative mental health treatments. The address of the Reporting Persons is Wallstraße 16, 10179 Berlin, Germany.

Information with respect to the directors and officers of the Reporting Persons (collectively, the “Related Persons”), including the name, business address, present principal occupation or employment and citizenship of each of the Related Persons is listed on the attached Schedule A, which is incorporated herein by reference.

During the last five years, none of the Reporting Persons or Related Persons (i) have been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) were a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Schedule 13D is hereby amended and supplemented as follows:

The information set forth in Item 4 below with respect to the Offering, the Units, the Convertible Promissory Notes and the Warrants (each, as defined below) is incorporated herein by reference. ATAI AG used working capital to fund purchases of the Units.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented as follows:

The Subscription Agreement

On August 31, 2023 (the “Closing Date”), pursuant to the terms of a subscription agreement, dated as of the Closing Date (the “Subscription Agreement”), by and among ATAI AG and the Issuer, ATAI AG purchased from the Issuer 2,220 units of the Issuer (the “Units”), with each Unit consisting of (i) \$1,000 principal amount convertible promissory note (the “Convertible Promissory Notes”) and (ii) 5,405 warrants to purchase shares of Common Stock (the “Warrants”), for aggregate consideration of \$2,220,000 (the “Offering”). In addition, pursuant to the Subscription Agreement, ATAI AG committed to subscribe for an additional 750 Units for additional aggregate proceeds of \$750,000 on the same terms, subject to the Issuer obtaining the Shareholder Approvals (as defined below).

The Convertible Promissory Notes bear an interest rate of 12.0% per annum, payable quarterly, with all principal and accrued interest convertible into common shares of the Issuer (with a minimum conversion amount of \$10,000) until the maturity date of August 31, 2026. The Convertible Promissory Notes are convertible into shares of Common Stock at the option of the holder at a price of \$0.185 (the “Conversion Price”). The Warrants entitle ATAI AG to purchase shares of Common Stock at a price of \$0.26 per share until August 31, 2026.

Each of the Convertible Promissory Notes and the Warrants contain provisions (the “Blocker Provision”) limiting the aggregate number of shares that may be issuable in connection with a conversion or exercise, respectively, until the Issuer obtains the Shareholder Approvals, as described below.

The Letter Agreement

On the Closing Date, in connection with the Subscription Agreement, ATAI AG, the Issuer and IntelGenx Corp. (“IntelGenx”) entered into a letter agreement (the “Letter Agreement”), pursuant to which the Issuer made certain covenants to ATAI AG, as described further below, including covenants to use the proceeds of the Offering to fund the Issuer’s wholly owned Canadian subsidiary to continue formulation and development efforts related to ongoing collaborations between the Issuer and ATAI AG.

Amendment to Amended and Restated Loan Agreement

On the Closing Date, the Issuer entered into an amendment (the “First Amendment”) to the Amended and Restated Loan Agreement dated as of September 14, 2021 (the “Loan Agreement”) between IntelGenx Corp., as borrower, and ATAI AG, as lender pursuant to which, among other things, the maturity date of the Loan Agreement was extended from January 5, 2024 to January 5, 2025, and IntelGenx Corp. granted additional security to ATAI AG over any of its non-licensed intellectual property.

Pursuant to the Letter Agreement, the Issuer, IntelGenx and ATAI AG agreed, subject to obtaining approval of the Toronto Stock Exchange (the "TSX"), to enter into a second amendment to the Loan Agreement (the "Second Amendment") to provide, among other things, for the ability for ATAI AG to convert the principal and accrued interest outstanding under the Loan Agreement into shares of Common Stock at the Conversion Price (the "Conversion Feature"). Assuming the Second Amendment is entered into between the Issuer and ATAI AG prior to the Shareholder Approvals being obtained, the Second Amendment will include the same Blocker Provision as those included in the Convertible Promissory Notes and the Warrants.

Call Option

Pursuant to the Letter Agreement, the Issuer and ATAI AG agreed, subject to obtaining TSX approval and the Shareholder Approvals, to enter into an amendment (the "Subscription Agreement Amendment") to the Subscription Agreement to provide ATAI AG with the right (the "Call Option") to purchase up to an additional 6,013 Units (the "Call Option Units") at any time prior to August 31, 2026. The Call Option Units, to the extent ATAI AG exercises the Call Option in whole or in part, will be issued on the same terms as the Units issued in the Offering, including with respect to the Conversion Price, maturity date, interest rate, and the number of Warrants issued in connection therewith. The Subscription Agreement Amendment will provide that the issuance of any Call Option Units will result in a corresponding reduction in ATAI AG's remaining purchase right pursuant to the Amended and Restated Securities Purchase Agreement, dated May 14, 2021, with such right to be reduced by the number of shares of Common Stock issuable upon the conversion of the principal amount outstanding under such issued Call Option Units.

Shareholder Approvals

Unless shareholder approval is obtained in accordance with the rules of the TSX, (i) the aggregate number of shares of Common Stock issuable in connection with the Offering (upon conversion of the Convertible Promissory Notes, exercise of the Warrants and/or the payment of interest on the Convertible Promissory Notes in shares of Common Stock, as the case may be) is limited to 43,664,524 shares of Common Stock, which equals 24.99% of the issued and outstanding shares of Common Stock (on a non-diluted basis) as of the Closing Date (the "General Cap"), and (ii) the aggregate number of shares of Common Stock that may be issued to "insiders" of the Issuer (as such term is defined in the policies of the TSX) pursuant to the Offering (upon conversion of the Convertible Promissory Notes, exercise of the Warrants and/or the payment of interest on the Convertible Promissory Notes in shares of Common Stock, as the case may be), is limited to 17,465,809 shares of Common Stock, which equals 9.99% of the issued and outstanding shares of Common Stock as of the Closing Date (the "Insider Cap").

Pursuant to the Letter Agreement, and in accordance with the terms of the Convertible Promissory Notes and the Warrants, the Issuer agreed to seek within 10 days of the Closing Date (i) shareholder approval of the issuance of shares of Common Stock in connection with the Offering (upon conversion of the Convertible Promissory Notes, exercise of the Warrants and/or the payment of interest on the Convertible Promissory Notes in shares of Common Stock, as the case may be) above the General Cap, in accordance with Section 607(g)(i) of the TSX Company Manual (the "General Shareholder Approval"), and (ii) disinterested shareholder approval of the

issuance of shares of Common Stock to “insiders” of the Issuer (as such term is defined in the policies of the TSX), as of the Closing Date, pursuant to the Offering (upon conversion of the Convertible Promissory Notes, exercise of the Warrants and/or the payment of interest on the Convertible Promissory Notes in shares of Common Stock, as the case may be) above the Insider Cap, in accordance with Section 607(g)(ii) of the TSX Company Manual (the “Insider Shareholder Approval” and together with the General Shareholder Approval, the “Shareholder Approvals”).

Voting Support Agreements

Pursuant to the Letter Agreement, within ten days of the Closing Date, the Issuer will cause any directors and/or executive officers of the Issuer that hold greater than 1% of the issued and outstanding shares of Common Stock to enter into voting support agreements (the “Voting Support Agreements”), with such agreements to be in the form agreed to between the Issuer and ATAI AG, pursuant to which such directors and/or executive officers will agree to vote any shares of Common Stock held or controlled by them in favor of the Shareholder Approvals.

The foregoing descriptions of the Subscription Agreement, the Convertible Promissory Note, the Warrants, the Letter Agreement and the First Amendment do not purport to be complete and are qualified in their entirety by the full text of such agreements, each of which is attached as an exhibit to this Schedule 13D and incorporated herein by reference.

General

The Reporting Persons intend to review their investments in the Issuer on a continuing basis. Any actions the Reporting Persons might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Persons’ review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer’ s business, financial condition, operations and prospects; price levels of the Issuer’ s securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

The Reporting Persons may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions. In addition, the Reporting Persons may engage in discussions with management, the Issuer’ s board of directors, and other securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or take-private transaction that could result in the de-listing or de-registration of the Common Stock; security offerings and/or stock repurchases by the Issuer; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer’ s business or corporate structure, including changes in management or the composition of the board of directors.

To facilitate their consideration of such matters, the Reporting Persons may retain consultants and advisors and may enter into discussions with potential sources of capital and other third parties. The Reporting Persons may exchange information with any such persons pursuant to appropriate confidentiality or similar agreements. The Reporting Persons will likely take some or all of the foregoing steps at preliminary stages in their consideration of various possible courses of action before forming any intention to pursue any particular plan or direction.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Persons may change their purpose or formulate different plans or proposals with respect thereto at any time.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) - (b)

The following sets forth, as of the date of this Schedule 13D, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by each of the Reporting Persons, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition of, or shared power to dispose or to direct the disposition of, as of the date hereof, based on 174,658,097 shares of Common Stock outstanding as of August 13, 2023, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (the "SEC") on August 14, 2023.

<u>Reporting Person</u>	<u>Amount beneficially owned</u>	<u>Percent of class</u>	<u>Sole power to vote or to direct the vote</u>	<u>Shared power to vote or to direct the vote</u>	<u>Sole power to dispose or to direct the disposition</u>	<u>Shared power to dispose or to direct the disposition</u>
ATAI Life Sciences N.V.	257,679,100	65.2 %	0	257,679,100	0	257,679,100
ATAI Life Sciences AG	257,679,100	65.2 %	0	257,679,100	0	257,679,100

ATAI AG is the record holder of 37,300,000 shares of Common Stock, and the beneficial owner of an aggregate 208,379,100 shares of Common Stock underlying various Warrants exercisable within 60 days of the date hereof and 12,000,000 shares of Common Stock underlying Convertible Promissory Notes convertible within 60 days of the date hereof.

ATAI AG is a wholly owned subsidiary of ATAI NV, and as a result, ATAI NV may be deemed to share beneficial ownership of the securities held of record by ATAI AG.

- (c) Except as otherwise disclosed herein, during the past 60 days, none of the Reporting Persons nor Related Persons has effected any transactions in the Common Stock.
- (d) None.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

Item 4 summarizes certain provisions of the Subscription Agreement, the Convertible Promissory Note, the Warrants, the Letter Agreement and the First Amendment, and is incorporated herein by reference. A copy of each such agreement is attached as an exhibit to this Schedule 13D and is incorporated herein by reference.

Except as set forth herein, neither of the Reporting Persons nor any Scheduled Person has any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item7. Materials to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented as follows:

Exhibit Number	Description
99.8	Subscription Agreement, dated as of August 31, 2023, by and between ATAI Life Sciences AG and IntelGenx Technologies Corp. (filed herewith).
99.9	Letter Agreement, dated as of August 31, 2023, by and among ATAI Life Sciences AG, IntelGenx Technologies Corp. and IntelGenx Corp. (filed herewith).*
99.10	Form of 12% Convertible Promissory Note (incorporated by reference to Exhibit 10.1 to the Issuer' s Current Report on Form 8-K filed with the SEC on August 31, 2023).
99.11	Form of Common Stock Purchase Warrant (incorporated by reference to Exhibit 4.1 to the Issuer' s Current Report on Form 8-K filed with the SEC on August 31, 2023).
99.12	First Amendment to the Amended and Restated Loan Agreement between IntelGenx Technologies Corp. and ATAI Life Sciences AG, dated August 31, 2023 (incorporated by reference to Exhibit 10.2 to the Issuer' s Current Report on Form 8-K filed with the SEC on August 31, 2023).

* Certain information has been omitted because it is both (i) not material and (ii) is the type that the reporting person treats as private or confidential.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: September 5, 2023

ATAI LIFE SCIENCES N.V.

By: /s/ Florian Brand
Name: Florian Brand
Title: Chief Executive Officer

ATAI LIFE SCIENCES AG

By: /s/ Florian Brand
Name: Florian Brand
Title: Chief Executive Officer

SCHEDULE A

The name, present principal occupation or employment, business address and citizenship of each of the executive officers and directors of the Reporting Persons are set forth below.

ATAI Life Sciences AG

<u>Name</u>	<u>Present Principal Occupation or Employment</u>	<u>Business Address</u>	<u>Citizenship</u>
Florian Brand	Co-Founder, Chief Executive Officer and Director	Wallstraße 16, 10179 Berlin, Germany	Germany
Stephen Bardin	Chief Financial Officer	Wallstraße 16, 10179 Berlin, Germany	United States
Sabrina Martucci Johnson	Chair	Wallstraße 16, 10179 Berlin, Germany	United States
Amir Kalali, M.D.	Director	Wallstraße 16, 10179 Berlin, Germany	United States, Italy
Andrea Heslin Smiley	Director	Wallstraße 16, 10179 Berlin, Germany	United States

ATAI Life Sciences N.V.

<u>Name</u>	<u>Present Principal Occupation or Employment</u>	<u>Business Address</u>	<u>Citizenship</u>
Florian Brand	Co-Founder, Chief Executive Officer and Director	Wallstraße 16, 10179 Berlin, Germany	Germany

INTELGEX TECHNOLOGIES CORP.
(A Delaware Corporation)

SUBSCRIPTION DOCUMENTS

SUBSCRIPTION AGREEMENT

INTELGEX TECHNOLOGIES CORP.

Gentlemen (Ladies):

The undersigned (the "Subscriber") hereby tenders this subscription and applies for the purchase of 2,220 units (the "Initial Units") of IntelGenx Technologies Corp., a Delaware corporation (the "Issuer"), with each Initial Unit consisting of (i) U.S. \$1,000 of 12% Convertible Promissory Notes (the "Notes") and (ii) 5,405 common stock purchase warrants (each warrant, a "Warrant") equal to the quotient of U.S. \$1,000 divided by the Initial Conversion Price (minimum investment U.S. \$50,000, with additional investment of U.S. \$10,000 and integral multiples thereof), upon the terms and conditions set forth below (the "Initial Subscription"). The "Initial Conversion Price" means U.S. \$ 0.185.

A check (or wire transfer to the account noted on the signature page of this Subscription Agreement) made payable to "————" in the initial subscription amount and a Confidential Purchaser Questionnaire are also delivered simultaneously (collectively, the "Subscription Documents"). The Subscriber understands that the Issuer may reject any subscription for any reason; the Issuer will promptly return the funds and Subscription Documents if the Issuer rejects this Subscription Agreement, without interest or deduction.

By execution below, the Subscriber also hereby commits to, and the Issuer hereby accepts, the purchase of an additional 750 units (the "Subsequent Units" and, together with the Initial Units, the "Units") five (5) business days (the "Subsequent Closing Date") following the date on which the Shareholder Approvals (as defined below) are obtained. The Subsequent Units shall be issued on the same terms as the Initial Units, with each Subsequent Unit consisting of (i) U.S. \$1,000 of Notes (with a conversion price equal to the Initial Conversion Price), and (ii) 5,405 Warrants, upon the terms and conditions set forth below (the "Subsequent Subscription" and, together with the Initial Subscription, the "Subscription"). A check (or wire transfer to the account noted on the signature page of this Subscription Agreement) made payable to "[Account Name]" in the subsequent subscription amount shall be delivered on or prior to the Subsequent Closing Date. The Subscriber acknowledges that, unless advised otherwise by the Subscriber, the Issuer shall be entitled to rely on the Confidential Purchaser Questionnaire delivered herewith as of the Subsequent Closing Date.

By execution below, the Subscriber also acknowledges that the Issuer is relying upon the accuracy and completeness of the Subscriber's representations contained in the Subscription Documents in complying with its obligations under applicable securities laws. For sections below preceded by a box and ending with a blank line, please check the box and initial the line to show that you have read and understand that section.

1. The Subscriber acknowledges and represents as follows:

(a) The Subscriber has received and carefully reviewed, and is familiar with, this Subscription Agreement and all materials incorporated by reference in or delivered with this Subscription Agreement.

____ (Initial Here)

(b) The Subscriber qualifies as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D (“Regulation D”) under the Securities Act of 1933, as amended (the “Securities Act”).

____ (Initial Here)

(c) The Subscriber qualifies as an “accredited investor” as that term is defined in National Instrument 45-106 - *Prospectus Exemptions* (“NI 45-106”) and has completed section “C” of the Confidential Purchase Questionnaire attached hereto.

____ (Initial Here)

(d) The Subscriber has obtained to the extent he or she deems necessary his or her own personal professional advice with respect to the risks inherent in this investment, and the suitability of this investment considering his or her own financial condition and investment needs.

____ (Initial Here)

(e) The Subscriber believes that the investment in the Units is suitable for him or her based upon his or her age, investment objectives and future financial needs; the Subscriber has adequate means for providing for his or her current financial needs and personal contingencies and has no need for liquidity with respect to the Units. In addition, the Subscriber does not believe that his or her ownership of Units, considered with the Subscriber’s overall ownership of other illiquid investments, is excessive. Subscriber hereby acknowledges that he/she is willing to accept a high degree of risk and illiquidity in his or her investment in the Units.

____ (Initial Here)

(f) The Subscriber has been given access to full and complete information regarding the Issuer, including the Issuer’s filings (the “Public Filings”) with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and has used such access to his or her satisfaction, or waived the opportunity to do so, for the purposes of asking questions and receiving answers concerning the terms and conditions of the Subscription, obtaining information in addition to, or verifying information included in the Public Filings, and obtaining any of the documents described in the Public Filings. The Subscriber has either attended or been given reasonable opportunity to attend a meeting with representatives of the Issuer to ask questions of, and receive answers from, such representatives concerning the terms and conditions of the Subscription and to obtain any additional information reasonably available and necessary to verify the accuracy of information provided in the Public Filings.

____ (Initial Here)

(g) The Subscriber recognizes that the Issuer has a limited operating history and that the Units and the common stock into which the Notes and the Warrants are convertible (such common stock collectively referred to as the "Unit Shares" and together with the Notes and the Warrants, the "Securities") as an investment involves a high degree of risk, including, but not limited to, the risks described in the Public Filings under the heading "Risk Factors."

____ (Initial Here)

(h) The Subscriber realizes that (i) the purchase of the Units is a long-term investment, (ii) the Subscriber must bear the economic risk of investment for an indefinite period of time because the Issuer has not registered the Securities under applicable securities laws in reliance on exemptions from such registration, and, therefore, the Subscriber may not sell the Securities unless the Issuer subsequently registers the Securities under such securities laws or the Subscriber establishes an exemption from such registration, (iii) there is no public market for the Notes and Warrants, none is expected to develop and the Subscriber may not be able to liquidate his or her investment in the event of an emergency or pledge the Notes or Warrants as collateral security for loans, and, (iv) the Issuer will place a legend on any certificate representing the Securities stating that the Securities have not been registered under the Securities Act and applicable state securities laws and referencing the restrictions on transferability of the Securities.

____ (Initial Here).

(i) The Subscriber recognizes that the Issuer has no obligation to repurchase or redeem the Notes.

____ (Initial Here)

(j) The Subscriber is not purchasing the Securities as a result of any general solicitation or general advertising as such terms are described in Rule 502(c) of Regulation D, including but not limited to advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or, to the knowledge of the Subscriber, any other general solicitation or general advertisement.

____ (Initial Here)

(k) The Subscriber understands that the Securities are “restricted securities” within the meaning of Rule 144 under the Securities Act and have not been registered under the Securities Act or any applicable state securities law or Canadian securities laws and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling the Securities or any part thereof in violation of the Securities Act or any applicable state securities laws, has no present intention of distributing any of the Securities in violation of the Securities Act or any applicable state securities laws and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Securities in violation of the Securities Act or any applicable state securities laws or applicable Canadian securities laws (this representation and warranty not limiting the Subscriber’ s right to sell the underlying Unit Shares pursuant to any registration statement or otherwise in compliance with applicable federal and state securities laws).

____ (Initial Here)

(l) The Subscriber can bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

____ (Initial Here)

(m) The Subscriber has consulted with their own counsel, accountant and other professional advisors as to legal, tax and other related matters concerning an investment in the Securities.

____ (Initial Here)

(n) The Subscriber may not dispose of the Securities except in compliance with state and federal securities laws of the United States. In connection with any transfer of Securities other than pursuant to an effective registration statement, to the Issuer or to an affiliate (as defined in Rule 405 under the Securities Act) of the Subscriber, the Issuer may require the transferor to provide the Issuer an opinion of counsel selected by the transferor and reasonably acceptable to the Issuer, the form and substance of which opinion shall be reasonably satisfactory to the Issuer, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Subscription Agreement.

____ (Initial Here)

(o) The Subscriber agrees to the imprinting, so long as is required by applicable securities laws, of legend on any of the Securities in the following form:

“THE SECURITIES REPRESENTED HEREBY [*for Notes add:* AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (B) PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE *[INSERT THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].*"

____ (Initial Here)

- (p) The Subscriber acknowledges (i) the delivery to the applicable Canadian securities regulatory authority or regulator of the full name, residential address and telephone number of the Subscriber, the number and type of securities purchased, the aggregate subscription price, the exemption relied upon and the date of distribution; (ii) that such information is being collected indirectly by the applicable securities regulatory authority or regulator under the authority granted in securities legislation; (iii) that such information is being collected for the purposes of the administration and enforcement of the securities legislation of the applicable jurisdiction; and (iv) that public officials in the jurisdictions, as applicable, set out in Exhibit "2" to the Confidential Purchaser Questionnaire, can be contacted regarding any question about the applicable security regulatory authority' s or regulator' s indirect collection of this information.

____ (Initial Here)

2. The Issuer has advised the Subscriber that the Issuer is not registering the Securities under the Securities Act or under any relevant state securities laws, but the Issuer is offering and selling the Units (the "Offering") under exemptions from such registrations, and that the Issuer' s reliance upon such exemptions is predicated in part on the Subscriber' s representations as contained in these Subscription Documents. The Subscriber represents and warrants that the Subscriber is purchasing the Units for his or her own account and for investment and without the intention of reselling or distributing the Units or the Unit Shares, that the Subscriber has not made any agreement with others regarding the Units, and that the Subscriber' s financial condition is such that it is not likely that the Subscriber will find it necessary to dispose of any of the Units in the foreseeable future. The Subscriber further represents that he or she understands that the Subscriber may not dispose of or transfer the Units or the Unit Shares in any manner without first obtaining (i) an opinion of counsel reasonably satisfactory to the Issuer that the Subscriber may lawfully make the proposed disposition or transfer without the registration of such Units or Unit Shares under the Securities Act and applicable state securities laws, or (ii) such registrations.
3. The Subscriber represents that it is (initial one):
- ____ not an insider of the Issuer (as such term is defined in the policies of the Toronto Stock Exchange, an "Insider")

____ an Insider

and acknowledges:

- (i) the aggregate number of Unit Shares that may be issued to any holders of Notes and/or Warrants in connection with the Offering (pursuant to the exercise of the Warrants, the conversion of the Notes and/or the payment of interest on the Notes into Unit Shares, as the case may be) shall be limited to 43,664,524 Unit Shares (the "General Cap"), which equals 24.99% of the issued and outstanding shares of common stock of the Issuer (on a non-diluted basis) as of the date of this Subscription Agreement, unless the General Shareholder Approval (as defined below) is obtained;
- (ii) that the aggregate number of Unit Shares that may be issued to Insiders (as of the date of this Subscription Agreement) from time to time pursuant to the exercise of the Warrants, the conversion of the Notes and/or the payment of interest on the Notes into Unit Shares, as the case may be) shall be limited to 17,645,809 Unit Shares (the "Insider Issuance Cap"), which equals 9.99% of the issued and outstanding shares of common stock of the Issuer (on a non-diluted basis) as of the date of this Subscription Agreement, unless the Insider Shareholder Approval (as defined below) is obtained;

Each of the General Cap and the Insider Issuance Cap shall be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse-stock split or other similar transaction.

The Issuer undertakes to use its best efforts to obtain, as soon as possible and in any event within 90 days from the date of this Subscription Agreement (which deadline may be extended for an additional 30 days on the written consent of the Subscriber, such consent not to be unreasonably withheld, conditioned or delayed), each of the Shareholder Approvals either (i) by written consent of the shareholders in accordance with the TSX Company Manual, or (ii) by calling and holding a shareholders' meeting, it being understood that obtaining the General Shareholder Approval shall be dependent on obtaining the Insider Shareholder Approval, and vice versa. In the event that the Issuer intends to obtain the Shareholder Approvals by calling and holding a shareholders' meeting, the Issuer undertakes to prepare and complete a management information circular / proxy statement (the "Circular") as well as any other documents required by applicable law for the purpose of seeking the Shareholder Approvals, and the Issuer shall ensure that the Circular is filed and sent to all of the Issuer's shareholders and to any other person as required by applicable law. To the extent the Circular or related documents include any information relating solely to the Subscriber, the Issuer agrees that all such information which is provided in writing by or on behalf of the Subscriber for inclusion in the Circular or related documents shall be to the satisfaction of the Subscriber, acting reasonably.

The right of the Subscriber to convert the Notes and/or exercise Warrants shall be subject to confirmation by the Issuer that the proposed conversion of the Notes or exercise of Warrants complies with the General Cap and/or the Insider Issuance Cap, or the obtaining of the General Shareholder Approval and/or the Insider Shareholder Approval, as the case may be, such confirmation to be evidenced by the acceptance of the conversion or exercise by the Issuer in writing.

For greater certainty, the Issuer shall not effect any conversion of Notes, or exercise of Warrants, and the Subscriber shall not have the right to convert any portion of its Notes, or exercise any of its Warrants, and the Issuer shall not pay any interest into Unit Shares, to the extent that after giving effect to such issuance, the General Cap would be exceeded or, if the Subscriber is an insider of the Issuer (as of the date hereof), the Insider Issuance Cap would be exceeded, without the Shareholder Approval and/or the Insider Shareholder Approval, as applicable.

For the purpose of this Section 3:

“General Shareholder Approval” means the approval by the shareholders of the Issuer in accordance with the rules and policies of the Toronto Stock Exchange to issue an aggregate number of shares of common stock upon conversion of the Notes, exercise of the Warrants and/or the payment of interest into Unit Shares in excess of the General Cap in accordance with Section 607(g)(i) of the TSX Company Manual.

“Insider Shareholder Approval” means the approval by the disinterested shareholders of the Issuer in accordance with the rules and policies of the Toronto Stock Exchange to issue to insiders of the Issuer (as of the date hereof) an aggregate number of shares of common stock upon conversion of the Notes, exercise of the Warrants and/or the payment of interest into Unit Shares in excess of the Insider Issuance Cap in accordance with Section 607(g)(ii) of the TSX Company Manual.

“Shareholder Approvals” means, collectively, the General Shareholder Approval and the Insider Shareholder Approval.

4. The Subscriber represents and warrants that he or she is a bona fide resident of, and is domiciled in, the jurisdiction indicated below and that the Subscriber is purchasing the Securities in Subscriber’s name solely for Subscriber’s own beneficial interest and not as nominee for, or on behalf of, or for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, except as specifically set forth in paragraph 7 of this Subscription Agreement.
5. The Subscriber is aware of the significance to you of the foregoing representations, and Subscriber is making such representations with the intention that you will rely on them.
6. The Subscriber, if other than an individual, makes the following additional representations and warranties:
 - (a) The Subscriber was not organized for the specific purpose of acquiring the Securities.
 - (b) The Subscriber has duly authorized this Subscription Agreement by all necessary action on the Subscriber’s part, an authorized officer or representative of the Subscriber has duly executed the Subscription Documents, and this Subscription Agreement is a legal, valid and binding obligation of the Subscriber enforceable in accordance with its terms.

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7. This Subscription Agreement, together with the letter agreement between the Subscriber, an affiliate of the Subscriber and the Issuer dated as of the date hereof, represents the entire agreement of the parties hereto relating to the subject matter hereof, and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein or therein.
8. Manner in Which Title to the Units is to be Held. (Check One)
- a. Individual Ownership
 - b. Community Property
 - c. Joint Tenant with Right of Survivorship (both parties must sign)
 - d. Partnership
 - e. Tenants in Common
 - f. Corporation
 - g. Trust
 - h. Other

Florida Residents: When sales are made to five or more persons in Florida, any sale in Florida shall be voidable by the purchaser within three days after the first tender of consideration is made by such purchaser to the Issuer, an agent of the Issuer, or an escrow agent or within three days after the availability of this privilege is communicated to such purchaser, whichever occurs later. Therefore, any Florida resident who purchases Notes is entitled to exercise the foregoing statutory rescission right up to three business days after purchasing the Notes by telephone, telegram or letter notice. Any telegram or letter should be sent or postmarked prior to the end of the third business day. A letter should be mailed by certified mail, return receipt requested, to ensure its receipt and to evidence the time of mailing. Any oral requests should be confirmed in writing.

SIGNATURE PAGE FOR INDIVIDUALS

Dated: _____, 2023

Total Subscription U.S. \$ _____

Signature

Signature
(All record holders must sign)

Name(s) Typed or Printed

Residence Address—Street

Social Security Number: _____

City, State and Zip Code

Occupation: _____

Telephone Number

SEGREGATED ACCOUNT WIRE INSTRUCTIONS

Account Name:
Account Number:
Routing Number:
SWIFT Code:
Bank Name and Address:
Reference

INTELGENX TECHNOLOGIES CORP.

[Name and Address]

SIGNATURE PAGE FOR ENTITIES

Dated: August 31, 2023

Total Subscription: \$ _____

atai Life Sciences AG
Name of Entity

/s/ Florian Brand
Signature and Title

Florian Brand, Chief Executive Officer
Name(s) and Title(s) Typed or
Printed

Jurisdiction of Incorporation or Formation

Wallstraße 16
Business Address–Street

Tax Identification Number: _____

10179 Berlin, Germany
City, State and Zip Code

Telephone Number

ESCROW ACCOUNT WIRE INSTRUCTIONS

Account Name:
Account Number:
Routing Number:
SWIFT Code:
Bank Name and Address:
Reference INTELGENX TECHNOLOGIES CORP.

[Name and Address]

WHEN COMPLETED, SIGNED AND ACKNOWLEDGED THIS SUBSCRIPTION AGREEMENT, THE CONFIDENTIAL PURCHASER QUESTIONNAIRE AND THE SUBSCRIBER' S CHECK (OR WIRE TRANSFER) MADE PAYABLE TO _____ SHOULD BE DELIVERED TO _____.

ACCEPTED:

INTELGEX TECHNOLOGIES CORP.

By: /s/ Andre Godin
Andre Godin, President and Chief Financial Officer

Date: August 31, 2023

CERTIFICATE OF SIGNATORY
(To be completed if Notes are being subscribed for by an entity)

I, Florian Brand, am the CEO of atai Life Sciences AG (the “Entity”).

I certify that I am empowered and duly authorized by the subscribing entity to execute and carry out the terms of the Subscription Documents and to purchase and hold the Units and certify further that I have duly and validly executed the Subscription Documents on behalf of the subscribing entity and that the Subscription Documents constitute legal and binding obligations of the subscribing entity.

IN WITNESS WHEREOF, I have set my hand this 31st day of August, 2023.

/s/ Florian Brand

(Signature)

Florian Brand, Chief Executive Officer

Name and Title, Typed or Printed

INTELGEX TECHNOLOGIES CORP.

CONFIDENTIAL PURCHASER QUESTIONNAIRE


CONFIDENTIAL PURCHASER QUESTIONNAIRE

INTELGEX TECHNOLOGIES CORP.


Gentlemen (Ladies):

The Subscriber is furnishing the following information to you in order for you to determine whether the Subscriber will be a qualified purchaser of units (the "Units") of **INTELGEX TECHNOLOGIES CORP.**, a Delaware corporation (the "Issuer"), with each Unit consisting of (i) US\$1,000 of 12% Convertible Promissory Notes and (ii) a number of common stock purchase warrants as provided for in the accompanying Subscription Agreement, pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Regulation D promulgated thereunder, and certain state suitability requirements (the transaction referred herein as the "Subscription"). I understand that you will rely upon the following information for purposes of such determination. In particular, I understand that you will be relying on my representations in this questionnaire to determine that I am a suitable investor, as described in the accompanying Subscription Agreement.

I understand that the Issuer's exemptions from registration under the Securities Act and state securities laws are based in part on these representations.

 ____ (Initial Here)

I represent and warrant to you that (i) the information contained below is complete and accurate and the Issuer may rely on such information, and (ii) I will notify you immediately of any material change in any of such information occurring before the closing of my purchase of Units.

 ____ (Initial Here)

I UNDERSTAND THAT YOU WILL TREAT ALL INFORMATION CONTAINED IN THIS PURCHASER QUESTIONNAIRE CONFIDENTIALLY. However, I agree that you may present this Purchaser Questionnaire to such parties as you deem appropriate if called upon to establish that the proposed Subscription and sale of the Units is exempt from registration under the Securities Act or meets the requirements of applicable state securities laws, or as otherwise required by law.

A. GENERAL INFORMATION. (Please print or type, attach additional information on separate sheets if necessary.)

1. Name of Subscriber (for corporations, partnerships, limited liability companies or trusts, please give name of entity and name of authorized individual completing this Purchaser Questionnaire):

Home or Principal Business Address _____

Date of Birth/Organization: _____ U.S. Citizen: ____ Yes ____ No

Occupation or Principal Business: _____

Social Security/Tax I.D. No.: _____

Employer: _____

3. For Subscribers Other Than Individuals

To establish that the Subscriber is authorized to invest in the Units, please furnish the following:

- a. A partnership must attach to this Purchaser Questionnaire a copy of its partnership agreement.
- b. A limited partnership or limited liability company must attach to this Purchaser Questionnaire a copy of its limited partnership agreement or operating agreement.
- c. A trust must attach to this Purchaser Questionnaire a copy of the trust agreement.

4. Investment Decision

If the Subscriber is a partnership, did each partner elect whether he will participate in the partnership's investment in the Units? ____ Yes
____ No

If the answer is "yes," please state the number of partners who elected to participate in this investment: _____

B. FINANCIAL INFORMATION

I understand that the representations contained in this Part B are made to qualify me as an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. I hereby represent that the statement or statements marked below are true and correct in all respects. I understand

that a false representation may constitute a violation of law. FB (Initial Here)

PLEASE INDICATE EACH CATEGORY OF ACCREDITED INVESTOR THAT YOU SATISFY BY PLACING AN "X" ON THE APPROPRIATE LINE BELOW.

_____	Category 1. [Rule 501(a)(1)]	A bank, as defined in Section 3(a)(2) of the Securities Act, whether acting in its individual or fiduciary capacity; or
_____	Category 2. [Rule 501(a)(1)]	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; or
_____	Category 3. [Rule 501(a)(1)]	A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; or
_____	Category 4. [Rule 501(a)(1)]	An investment adviser registered pursuant to Section 203 of the U.S. Investment Advisers Act of 1940, as amended, or registered pursuant to the laws of a state; or
_____	Category 5. [Rule 501(a)(1)]	An investment adviser relying on the exemption from registering with the Securities and Exchange Commission under Section 203(l) or (m) of the U.S. Investment Advisers Act of 1940, as amended; or
_____	Category 6. [Rule 501(a)(1)]	An insurance company as defined in Section 2(a)(13) of the Securities Act; or
_____	Category 7. [Rule 501(a)(1)]	An investment company registered under the U.S. Investment Company Act of 1940, as amended; or
_____	Category 8. [Rule 501(a)(1)]	A business development company as defined in Section 2(a)(48) of the U.S. Investment Company Act of 1940, as amended; or
_____	Category 9. [Rule 501(a)(1)]	A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended; or
_____	Category 10. [Rule 501(a)(1)]	A Rural Business Investment Company as defined in Section 384A of the U.S. Consolidated Farm and Rural Development Act of 1972, as amended; or
_____	Category 11. [Rule 501(a)(1)]	A plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with assets in excess of U.S. \$5,000,000; or
_____	Category 12. [Rule 501(a)(1)]	An employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended, in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons who are accredited investors; or

-
- _____ Category 13. A private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended; or
[Rule 501(a)(2)]
- _____ Category 14. An organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for
[Rule 501(a)(3)] the specific purpose of acquiring the securities offered, with total assets in excess of U.S. \$5,000,000; or
- _____ Category 15. A director, executive officer or general partner of the Issuer being offered or sold, or any director, executive officer,
[Rule 501(a)(4)] or general partner of a general partner of the Issuer; or
- _____ Category 16. A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent,
[Rule 501(a)(5)] exceeds U.S. \$1,000,000; or

(Note: For the purposes of calculating “net worth”

- (i) the person's primary residence shall not be included as an asset;
- (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the Subscription, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the closing of the Subscription exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
- (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.)

(Note: For the purposes of calculating “joint net worth”, joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent, and assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.)

(Note: The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse.)

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- _____ Category 17. A natural person who had an individual income in excess of U.S. \$200,000 in each year of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of U.S. \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
[Rule 501(a)(6)] (Note: The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.)
- _____ Category 18. A trust, with total assets in excess of U.S. \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under Regulation D; or
[Rule 501(a)(7)]
- _____ Category 19. An entity in which each of the equity owners are accredited investors; or
[Rule 501(a)(8)] (Note: It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this category. If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this category may be available.)
- _____ Category 20. An entity, of a type not listed in Categories 1 through 14, 18 or 19 above, not formed for the specific purpose of acquiring the securities offered, owning "investments" (as defined in Rule 2a51-1(b) under the U.S. Investment Company Act of 1940, as amended) in excess of U.S. \$5,000,000; or
[Rule 501(a)(9)]
- _____ Category 21. A natural person holding in good standing one or more of the following professional licenses:
[Rule 501(a)(10)] (i) General Securities Representative license (Series 7);
(ii) Private Securities Offerings Representative license (Series 82), and
(iii) Investment Adviser Representative license (Series 65); or
- _____ Category 22. A natural person who is a "knowledgeable employee" (as defined in Rule 3c-5(a)(4) under the U.S. Investment Company Act of 1940, as amended) of the Issuer being offered or sold where the issuer would be an "investment company" (as defined in Section 3 of U.S. Investment Company Act of 1940, as amended), but for the exclusion provided by either Section 3(c)(1) or section 3(c)(7) of U.S. Investment Company Act of 1940, as amended; or
[Rule 501(a)(11)]

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- _____ Category 23. A “family office” (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended):
[Rule 501(a)(12)]
- (i) with assets under management in excess of U.S. \$5,000,000,
 - (ii) that is not formed for the specific purpose of acquiring the securities offered, and
 - (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
- _____ Category 24. A “family client” (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended)
[Rule 501(a)(13)] of a family office meeting the requirements in Category 23 above and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of Category 23.

C. QUALIFICATION UNDER NI 45-106

I understand that the representations contained in this Part C are made to qualify me as an “accredited investor” as defined in NI 45-106. I hereby represent that the statement or statements marked below are true and correct in all respects. I understand that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against me for damages. ____ (Initial Here)

PLEASE INDICATE EACH CATEGORY OF ACCREDITED INVESTOR THAT YOU SATISFY BY PLACING AN “X” ON THE APPROPRIATE LINE BELOW.

- _____ (a) a Canadian financial institution, or a Schedule III bank;
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- ===== (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- _____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- _____ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- _____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- _____ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;

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- (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds C\$1,000,000 **[NOTE: If the Subscriber is relying on this category of Accredited Investor to purchase Units, the Subscriber must also complete in duplicate Exhibit "1" hereto.];**
-
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds C\$5,000,000;
-
- (k) an individual whose net income before taxes exceeded C\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded C\$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **[NOTE: If the Subscriber is relying on this category of Accredited Investor to purchase Units, the Subscriber must also complete in duplicate Exhibit "1" hereto.];**
-
- (l) an individual who, either alone or with a spouse, has net assets of at least C\$5,000,000; **[NOTE: If the Subscriber is relying on this category of Accredited Investor to purchase Units, the Subscriber must also complete in duplicate Exhibit "1" hereto.];**
-
- (m) a person, other than an individual or investment fund, that has net assets of at least C\$5,000,000 as shown on its most recently prepared financial statement;
-
- (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106, or (iii) a person described in sub-paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;
-
- (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
-
- (q) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
-
- (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;

- (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors **[NOTE: Indicate the category under which each owner of interests, direct, indirect or beneficial, is an accredited investor]:**

- (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

For the purposes hereof, the following definitions are included for convenience:

- (a) "bank" means a bank named in Schedule I or II of the *Bank Act* (Canada);
- (b) "Canadian financial institution" means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (c) "company" means any corporation, incorporated association, incorporated syndicate or other incorporated organization;
- (d) "financial assets" means (i) cash, (ii) securities, or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (e) "fully managed account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
- (f) "investment fund" has the same meaning as in National Instrument 81-106 - *Investment Fund Continuous Disclosure*;
- (g) "person" includes

-
- (i) an individual,
 - (ii) a corporation,
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons whether incorporated or not, and
 - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.
- (h) "related liabilities" means (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (ii) liabilities that are secured by financial assets;
- (i) "Schedule III bank" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (j) "spouse" means, an individual who, (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (k) "subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a person or company is an affiliate of another person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same person.

In NI 45-106 and except in Part 2 Division 4 (Employee, Executive Officer, Director and Consultant Exemption) of NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

PURCHASER QUESTIONNAIRE SIGNATURE PAGE

For Execution by Individual Investor(s):
(Each joint investor must sign)

Date: _____, 2023

Signature of Investor

Please print name

Signature of Investor

Please print name

For Execution by Person Making Investment Decision for Corporate, Partnership, Limited Partnership, Limited Liability Company or Trust Investor:

Name of Investor: atai Life Sciences AG

By: /s/ Florian Brand

Florian Brand, Chief Executive Officer

Print or type name and title of person making investment decision

Signature of person making the investment decision on behalf of the Investor

EXHIBIT "1"

RISK ACKNOWLEDGEMENT FORM FOR CERTAIN INDIVIDUAL ACCREDITED INVESTORS

WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: *Units consisting of of (i) US\$1,000 of 12% Convertible Promissory Notes (the "Notes") and (ii) a number of common stock purchase warrants* Issuer: IntelGenx Technologies Corp.

Purchased from: IntelGenx Technologies Corp. (the "Issuer")

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:

Risk of loss - You could lose your entire investment of \$_____ . *[Instruction: Insert the total dollar amount of the investment.]*

Liquidity risk - You may not be able to sell your investment quickly - or at all.

Lack of information - You may receive little or no information about your investment.

Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.

3. Accredited investor status

You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.

Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)

Your initials

FB

FB

FB

FB

Your initials

Your net income before taxes combined with your spouse' s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.

Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.

Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature: /s/ Florian Brand

Date: August 31, 2023

SECTION 5 TO BE COMPLETED BY THE SALESPERSON

5. Salesperson information

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

Dealer Rep. Code:

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

IntelGenx Technologies Corp.
6420 Abrams
Ville Saint-Laurent, Québec
H4S 1Y2, Canada

André Godin
President and Chief Financial Officer
(514)331-7440
www.intelgenx.com

For more information about prospectus exemptions, contact your local contact information at www.securities-administrators.ca.

EXHIBIT "2"
**CONTACT INFORMATION FOR CANADIAN
PROVINCES AND TERRITORIES REGULATORY AUTHORITIES**

Alberta Securities Commission

Suite 600, 250 - 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082
Public official contact regarding indirect collection of information:
FOIP Coordinator

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: FOI-privacy@bcsc.bc.ca
Public official contact regarding indirect collection of information:
Privacy Officer

The Manitoba Securities Commission

500 - 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330
Public official contact regarding indirect collection of information:
Director

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnbc.ca
Public official contact regarding indirect collection of information:
Chief Executive Officer and Privacy Officer

**Government of Newfoundland and Labrador
Office of the Superintendent**

Department of Digital Government and Service NL
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Superintendent of Securities
Telephone: (709) 729-2571
Facsimile: (709) 729-6187
Public official contact regarding indirect collection of information:
Superintendent of Securities

Government of Nunavut Office of the Superintendent of Securities

Legal Registries Division
P.O. Box 1000, Station 570
4th Floor, Building 1106
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594
Public official contact regarding indirect collection of information:
Superintendent of Securities

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283
Public official contact regarding indirect collection of information: Superintendent of Securities

Autorité des marchés financiers

800, Square Victoria, 22^e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdesocietes@lautorite.qc.ca (For corporate finance issuers); fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)
Public official contact regarding indirect collection of information: Corporate Secretary

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899
Public official contact regarding indirect collection of information: Executive Director, Securities Division

Government of the Northwest Territories

Office of the Superintendent of Securities

P.O. Box 1320

Yellowknife, Northwest Territories X1A 2L9

Attention: Deputy Superintendent, Legal & Enforcement

Telephone: (867) 767-9305

Facsimile: (867) 873-0243

Public official contact regarding indirect collection of information:
Superintendent of Securities

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street

Duke Tower

P.O. Box 458

Halifax, Nova Scotia B3J 2P8

Telephone: (902) 424-7768

Facsimile: (902) 424-4625

Public official contact regarding indirect collection of information:
Executive Director

Office of the Superintendent of Securities

Government of Yukon

Department of Community Services

307 Black Street, 1st Floor

P.O. Box 2703, C-6

Whitehorse, Yukon Y1A 2C6

Telephone: (867) 667-5466

Facsimile: (867) 393-6251

Email: securities@yukon.ca

Public official contact regarding indirect collection of
information: Superintendent of Securities

AGREEMENT

This letter agreement (this “**Agreement**”) is dated August 31, 2023 among ATAI Life Sciences AG (“**ATAI**”), IntelGenx Technologies Corp. (the “**Company**”) and IntelGenx Corp. (the “**Subsidiary**”).

RECITALS:

- (a) pursuant to the terms of a subscription agreement dated the date hereof between the Company and ATAI (the “**Subscription Agreement**”), ATAI has subscribed for 2,220 convertible debenture units of the Company (each, a “**Convertible Debenture Unit**”) and agreed to subscribe for an additional 750 additional Convertible Debenture Units upon the satisfaction of certain conditions provided in the Subscription Agreement, with each Convertible Debenture Unit consisting of: (i) USD\$1,000 principal amount convertible debentures bearing interest at a rate of 12.0% per annum, payable quarterly, with all principal and accrued interest convertible into common shares of the Company until August 31, 2026 at a conversion price equal to USD\$0.185 per common share (the “**Conversion Price**”); and (ii) 5,405 common share purchase warrants of the Company, each exercisable at an exercise price of US\$0.26 per common share until August 31, 2026; and
- (b) pursuant to the terms of an amending agreement dated the date hereof between the Subsidiary and ATAI (the “**First Loan Amendment**”), amending the amended and restated loan agreement dated September 14, 2021 between the Subsidiary and ATAI (as amended, the “**Loan Agreement**”), the Company has granted ATAI additional security over any non-licensed intellectual property owned or controlled by the Company, including, without limitation, all Company IP (as defined in the Strategic Development Agreement between the Parties, dated March 14, 2021, the “**SDA**”).

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

Section 1 Covenants of the Company

The Company hereby covenants to ATAI, and acknowledges that ATAI is relying upon such covenants in entering into this Agreement, the Subscription Agreement and the Loan Agreement, as follows:

- (1) [***].
- (2) [***].
- (3) [***].

(4) Subscription Agreement Amendment.

Forthwith following the date hereof and in any event on or prior to September 30, 2023 (the “**Amendment Deadline**”), the Company shall enter into an amendment to the Subscription Agreement (the “**Subscription Amendment**”) by and among the Company and ATAI, with such amendment to be in the form agreed to between the Company and ATAI, each acting reasonably. Subject to the Toronto Stock Exchange approval and the Shareholder Approval (as defined below), the Subscription Amendment shall provide ATAI with the right to purchase up to an additional 6,013 convertible debenture units (“**Call Option Debenture Units**”) at any time prior to August 31, 2026, pursuant to the Subscription Agreement. Such Call Option Debenture Units shall be issued on the same terms as the Convertible Debentures Units, including with respect to Conversion Price, maturity date, interest rate and the number of warrants issuable in connection therewith. Such Subscription Amendment shall provide that the issuance of any Call Option Debenture Units shall result in a corresponding reduction in ATAI’s remaining purchase right pursuant to the amended and restated securities purchase agreement dated May 14, 2021 (the “**Securities Purchase Agreement**”), with such right to be reduced by the number of common shares issuable upon the conversion of the principal amount outstanding under such issued Call Option Debenture Units.

(5) Second Loan Amendment.

Forthwith following the date hereof and in any event on or prior to the Amendment Deadline, the Company and the Subsidiary shall enter into a second amended and restated loan agreement (the “**Second Loan Amendment**”) by and among the Company, the Subsidiary and ATAI, in form and substance reasonably acceptable to ATAI in all respects, which shall include, without limitation, subject to Toronto Stock Exchange approval, the ability for ATAI to convert the principal and accrued interest outstanding under the Loan Agreement, from time to time, in its sole discretion, into common shares (“**Loan Conversion Shares**”) at the Conversion Price.

(6) Shareholder and Toronto Stock Exchange Approval.

Within ten (10) days hereof, the Company shall call a meeting of its shareholders to seek the Shareholder Approval (as defined below) in the same manner as the Company typically calls a meeting of shareholders. Forthwith following the execution of the Subscription Amendment and the Second Loan Amendment and, in any event, prior to November 30, 2023 (which deadline may be extended for an additional 30 days on the written consent of ATAI, such consent not to be unreasonably withheld, conditioned or delayed), the Company shall obtain (i) shareholder approval, and (ii) the approval of the Toronto Stock Exchange (the “**TSX**”), for the issuances of the Loan Conversion Shares and the securities issuable upon the conversion and/or exercise of the securities subscribed by ATAI in connection with the Private Placement and the Call Option Debenture Units over and above the limitations provided under Sections 607(g)(i) and 607(g)(ii) of the TSX Company Manual, along with any other matters requiring shareholder approval, pursuant to any applicable securities law, stock exchange rule, private agreement or governing document, that are contemplated in the Subscription Agreement, the Subscription Amendment, the Loan Agreement and/or the Second Loan Amendment (the “**Shareholder Approval**”) and use its best efforts to obtain the Shareholder Approval and the approval of the TSX. In connection with seeking such Shareholder Approval, the Company shall also: (a) ensure that the board of directors of the Company recommends that shareholders vote in favour of such Shareholder Approval; (b) provide ATAI with a reasonable opportunity to comment on the information circular or proxy document to be mailed to the Company’s shareholders in connection with the meeting to obtain the Shareholder Approval, and (c) consider, in good faith, any such comments provided by ATAI.

(7) *Voting Support Agreements.*

Within ten (10) days hereof, the Company will cause any directors and/or executive officers of the Company that hold greater than 1% of the issued and outstanding common shares of the Company to enter into voting support agreements, with such agreements to be in the form agreed to between the Company and ATAI, each acting reasonably, pursuant to which such directors and/or executive officers will agree to vote any common shares held or controlled by them in favour of the Shareholder Approval.

(8) *Correspondence with Stock Exchange.*

The Company shall keep ATAI fully informed as to the status of and the processes and proceedings relating to obtaining the approval of the TSX for the transactions contemplated herein (including, without limitation, the issuances of the Convertible Debenture Units, Loan Conversion Shares, the Call Option Debenture Units and the securities issuable upon the conversion and/or exercise of the underlying securities), and shall promptly notify ATAI in writing of any material communication to or from the TSX in respect of such transactions or this Agreement and shall provide ATAI with copies of same. If such communication is not in writing, the Company shall provide ATAI with a description of the material terms of such correspondence sent by or communicated to the Company.

(9) *Waiver of Company Conversion Right.*

In no event shall the Company exercise its conversion right pursuant to Section 3(b) of the certificates representing the Debentures (as defined below), with respect to ATAI, without the prior written consent of ATAI, which may be withheld, conditioned or delayed in ATAI's sole and unfettered discretion.

Section 2 Representations and Warranties.

As a material inducement to ATAI to enter into this Agreement, the Company represents and warrants to ATAI, that each statement contained in Schedule A is true and correct as of the date hereof.

Section 3 Survival.

This representations and warranties contained in Section 2 hereof shall survive the execution of this Agreement and the completion of the transactions contemplated herein and shall continue in full force and effect for the benefit of ATAI for so long as any of the Debentures remain outstanding.

Section 4 Loan Document.

This Agreement shall be considered a Loan Document (as defined in the Loan Agreement) for the purposes of the Loan Agreement and, as such, any failure to perform any covenant hereunder or any breach of any representation and warranty contained herein shall be considered a default under the terms of the Loan Agreement.

Section 5 Notice.

Any notice, direction or other communication regarding the matters contemplated by this Agreement must be in writing and must be delivered in accordance with section 16 of the Loan Agreement.

Section 6 Waiver of Jury Trial

THE COMPANY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

Section 7 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to conflict of laws principles.

Section 8 Severability.

Any provision of this Agreement that is prohibited or unenforceable by a court of competent jurisdiction shall be ineffective and severed from the balance of this Agreement, to the extent of such prohibition or unenforceability and all without affecting the remaining provisions of this Agreement.

Section 9 Confidentiality and Publicity.

Except and only to the limited extent required by applicable law (in which case the disclosing party shall make reasonable efforts to provide prior notice to the other party), each of the parties hereto agrees not to, directly or indirectly, make any public announcement or statement or communication or disclosure of whatever nature regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed). The parties acknowledge that the Company may be required, in accordance with applicable securities laws, to file a copy of this Agreement and/or the additional agreements contemplated herein on its profile at www.sedarplus.com, and in such case the Company agrees that it shall make such redactions to this Agreement and/or the additional agreements contemplated herein as are permitted under Section 12.2(3) of National Instrument 51-102 - *Continuous Disclosure Obligations* ("NI 51-102") (subject to compliance by the Company with the remaining provisions of Section 12.2 of NI 51-102) and with the prior consultation of ATAI.

Section 10 Remedies.

The parties acknowledge and agree that irreparable harm for which monetary damages, even if available, may not be an adequate remedy, would occur in the event that any party does not fully and timely perform its obligations under or in connection with this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with its terms. The parties acknowledge and agree that (i) the other parties shall be entitled to obtain an injunction, specific performance, or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, without proof of damages and without posting a bond, prior to the valid termination of this Agreement, this being in addition to any other remedy to which such other parties are entitled under this Agreement, and (ii) the right to obtain an injunction, specific performance, or other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, none of the parties would have entered into this Agreement. Each party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law.

Section 11 Waiver; Amendment.

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

Section 12 Counterparts.

This Agreement may be executed in any number of counterparts (including by facsimile, PDF or other electronic means) and all such counterparts taken together are deemed to constitute one and the same instrument.

Section 13 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the matters contemplated by this Agreement and supersedes all other understandings, agreements, representations, negotiations, communications and discussions, written or oral, made by the parties with respect thereto (but for greater certainty, does not supersede the terms of the Subscription Agreement or the Loan Agreement). There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the parties with respect to the matters contemplated by this Agreement, except as expressly stated in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the matters contemplated by this Agreement.

Section 14 Enurement.

The provisions of this Agreement will enure for the benefit of and be binding on the parties hereto and their respective heirs, successors, permitted assigns, legal personal representatives, and trustees or other administrators in bankruptcy or insolvency proceedings.

Section 15 Successors and Assigns.

Except as otherwise specifically permitted herein, neither this Agreement nor any of the rights, interests or obligations of any of the parties hereto may be assigned without the prior written consent of the other parties to this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the parties have executed this Agreement.

ATAI LIFE SCIENCES AG

By: /s/ Florian Brand
Name: Florian Brand
Title:

INTELGEX TECHNOLOGIES CORP.

By: /s/ André Godin
Name: André Godin
Title: President and Chief Financial Officer

INTELGEX CORP.

By: /s/ André Godin
Name: André Godin
Title: President and Chief Financial Officer