

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-K/A  
(Amendment No. 1)

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended June 30, 2022

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number: 001-39685

INMED PHARMACEUTICALS INC.  
(Exact name of registrant as specified in its charter)

British Columbia, Canada  
(State or other jurisdiction of  
incorporation or organization)

98-1428279

(I.R.S. Employer  
Identification No.)

Suite 310 – 815 W Hastings Street  
Vancouver, B.C., Canada

V6C 1B4

(Address of principal executive offices)

(Zip Code)

(604) 669-7207

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange On Which Registered
Common Shares, no par value	INM	The Nasdaq Capital Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes  No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based on the closing price of the registrant's common shares on the Nasdaq Capital Market on December 31, 2021 (the last business day of the registrant's most recently completed second fiscal quarter), was approximately \$18,040,469.

On September 23, 2022 there were 908,761 shares of the registrant's common shares outstanding.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive proxy statement for the registrant's 2022 annual meeting of shareholders to be filed pursuant to Regulation 14A within 120 days of the registrant's fiscal year ended June 30, 2022 are incorporated by reference into Part III of the Annual Report on Form 10-K to which this Amendment No. 1 relates.

**Auditor Name: KPMG LLP**

**Auditor Location: Vancouver, Canada**

**Auditor Firm ID: 85**

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## EXPLANATORY NOTE

InMed Pharmaceuticals Inc. (the “Company”) is filing this Amendment No. 1 (“Amendment”) to its Annual Report on Form 10-K for the fiscal year ended June 30, 2022, originally filed with the Securities and Exchange Commission (“SEC”) on September 23, 2022 (the “Original Form 10-K”). The purpose of this Amendment is to (i) include exhibits that were inadvertently omitted from, or incorrectly hyperlinked in, the Original Form 10-K, (ii) disclose the aggregate market value of the Company’s voting and non-voting common equity held by non-affiliates of the Company on the cover page, which disclosure was inadvertently omitted from the cover page of the Original Form 10-K, (iii) correct a typographical error with respect to the year of the Company’s annual meeting of shareholders under “Documents Incorporated by Reference” on the cover page and (iv) provide a new signature page that includes the power of attorney that was inadvertently omitted from the signature page of the Original Form 10-K.

Except as described above, no other changes have been made to the Original Form 10-K. The Original Form 10-K continues to speak as of the date of the Original Form 10-K, and the Company has not updated the disclosures contained therein to reflect any events that have occurred as of a date subsequent to the date of the Original Form 10-K. Accordingly, this Amendment should be read in conjunction with the Original Form 10-K and the Company’s filings made with the SEC subsequent to the filing of the Original Form 10-K.

Pursuant to Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), this Amendment also contains new certifications pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Because no financial statements have been included in this Amendment and this Amendment does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K under the Exchange Act, paragraphs 3, 4 and 5 of the certifications have been omitted.

## PART IV

### ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

#### (1) Financial Statements

The financial statements required by this item were submitted with the Original Form 10-K. Refer to Part II, Item 8, “*Financial Statements and Supplementary Data*” of the Original Form 10-K.

#### (2) Financial Statement Schedules

Financial statement schedules have been omitted because of the absence of conditions under which they are required or because the required information is included in the financial statements or notes thereto submitted as part of the Original Form 10-K.

#### (3) Exhibits

<b>EXHIBIT NUMBER</b>	<b>DESCRIPTION</b>
2.1	<a href="#"><u>Amended and Restated Agreement and Plan of Reorganization, dated as of October 13, 2021, by and among InMed Pharmaceuticals Inc., InMed LLC, BayMedica, Inc., BM REP, LLC, as the stockholder representative, and certain stockholders thereto (incorporated by reference to Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on October 13, 2021).</u></a>
3.1	<a href="#"><u>Amended and Restated Articles of InMed Pharmaceuticals Inc. (incorporated by reference to Exhibit 3.1 to the Company’s Registration Statement on Form S-1 filed with the SEC on June 19, 2020).</u></a>
4.1	<a href="#"><u>Form of Specific Common Share Certificate (incorporated by reference to Exhibit 4.3 to the Company’s Registration Statement on Form S-1 filed with the SEC on July 13, 2021).</u></a>
4.2	<a href="#"><u>Form of Common Shares Purchase Warrant (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the SEC on November 12, 2020).</u></a>
4.3	<a href="#"><u>Form of Common Shares Purchase Warrant (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the SEC on February 5, 2021).</u></a>
4.4	<a href="#"><u>Form of Series A Warrant (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the SEC on June 30, 2021).</u></a>
4.5	<a href="#"><u>Form of Pre-Funded Warrants (incorporated by reference to Exhibit 4.2 to the Company’s Current Report on Form 8-K filed with the SEC on June 30, 2021).</u></a>
4.6	<a href="#"><u>Form of Preferred Investment Option (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the SEC on June 6, 2022).</u></a>
4.7	<a href="#"><u>Form of Pre-Funded Warrant (incorporated by reference to Exhibit 4.2 to the Company’s Current Report on Form 8-K filed with the SEC on June 6, 2022).</u></a>
4.8	<a href="#"><u>Form of Pre-Funded Warrant (incorporated by reference to Exhibit 4.3 to the Company’s Current Report on Form 8-K filed with the SEC on June 6, 2022).</u></a>
4.9	<a href="#"><u>Warrant Amendment Agreement (incorporated by reference to Exhibit 4.4 to the Company’s Current Report on Form 8-K filed with the SEC on June 6, 2022).</u></a>
4.10	<a href="#"><u>Form of Pre-Funded Warrant (incorporated by reference to Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the SEC on September 14, 2022).</u></a>
4.11	<a href="#"><u>Form of Preferred Investment Option (incorporated by reference to Exhibit 4.2 to the Company’s Current Report on Form 8-K filed with the SEC on September 14, 2022).</u></a>
4.12	<a href="#"><u>Form of Placement Agent Preferred Investment Option (incorporated by reference to Exhibit 4.3 to the Company’s Current Report on Form 8-K filed with the SEC on September 14, 2022).</u></a>
4.13	<a href="#"><u>Description of Securities of InMed Pharmaceuticals Inc.</u></a>
10.1†	<a href="#"><u>InMed Pharmaceuticals Inc. 2017 Amended and Restated Stock Option Plan, as amended (incorporated by reference to Exhibit 4.2 to the Company’s Current Report on Form S-8 filed with the SEC on March 5, 2021).</u></a>
10.2†	<a href="#"><u>Form of Stock Option Agreement pursuant to the InMed Pharmaceuticals Inc. 2017 Amended and Restated Stock Option Plan (incorporated by reference to Exhibit 4.3 to the Company’s Current Report on Form S-8 filed with the SEC on March 5, 2021).</u></a>

10.3	<a href="#">Registration Rights Agreement, dated February 5, 2021, between InMed Pharmaceuticals Inc. and several purchasers thereto (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on February 5, 2021).</a>
10.4	<a href="#">Registration Rights Agreement, dated June 28, 2021, between InMed Pharmaceuticals Inc. and several purchasers thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on June 30, 2021).</a>
10.5	<a href="#">Registration Rights Agreement, dated June 1, 2022, between InMed Pharmaceuticals Inc. and the purchasers thereto (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the SEC on June 6, 2022).</a>
10.6	<a href="#">Registration Rights Agreement, dated September 9, 2022, between InMed Pharmaceuticals Inc. and the purchasers thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the SEC on September 14, 2022).</a>
10.7†	<a href="#">Amended and Restated Executive Employment Agreement, dated March 1, 2021, between Eric A. Adams and InMed Pharmaceuticals Inc. (incorporated by reference to Exhibit 10.3 to the Company's Registration Statement on Form S-1 filed with the SEC on July 13, 2021).</a>
10.8†	<a href="#">Amendment dated July 11, 2022 to Eric Adams' Employment Agreement dated 1 March 2021 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 18, 2022).</a>
10.9†	<a href="#">Amended and Restated Executive Employment Agreement, dated March 1, 2021, between Eric Hsu and InMed Pharmaceuticals Inc. (incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-1 filed with the SEC on July 13, 2021).</a>
10.10†	<a href="#">Amended and Restated Executive Employment Agreement, dated March 1, 2021, between Alexandra Mancini and InMed Pharmaceuticals Inc. (incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form S-1 filed with the SEC on July 13, 2021).</a>
10.11†	<a href="#">Amended and Restated Executive Employment Agreement, dated March 1, 2021, between Bruce S. Colwill and InMed Pharmaceuticals Inc. (incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form S-1 filed with the SEC on July 13, 2021).</a>
10.12†	<a href="#">Employment Agreement dated July 15, 2022, between InMed Pharmaceuticals Inc. and Michael Woudenberg (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 20, 2022).</a>
10.13†	<a href="#">Consulting Agreement dated as of April 1, 2022, between InMed Pharmaceuticals Inc. and Brenda Edwards.</a>
10.14†	<a href="#">Form of InMed Pharmaceuticals Inc. Indemnification Agreement entered into with each member of the board of directors and Chief Financial Officer (incorporated by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K filed with the SEC on September 24, 2021).</a>
10.15	<a href="#">Office Premises Lease, dated January 14, 2019, between InMed Pharmaceuticals Inc. and 815 West Hastings Ltd. (incorporated by reference to Exhibit 10.8 to the Company's Registration Statement on Form S-1 filed with the SEC on June 19, 2020).</a>
10.16	<a href="#">Form of Amendment of Purchase Agreement and Common Stock Purchase Warrant, dated March 21, 2022 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on March 22, 2022).</a>
10.17	<a href="#">At the Market Offering Agreement dated April 7, 2021 by and between InMed Pharmaceuticals Inc., and H.C. Wainwright &amp; Co., LLC (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on April 7, 2022).</a>
21.1*	<a href="#">Subsidiaries of the Company.</a>
23.1*	<a href="#">Consent of KPMG LLP.</a>
24.1	<a href="#">Power of Attorney (included on the signature page)</a>
31.1*	<a href="#">Certification of Principal Executive Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities and Exchange Act of 1934, as amended, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2*	<a href="#">Certification of Principal Financial Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities and Exchange Act of 1934, as amended, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.3	<a href="#">Certification of Principal Executive Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities and Exchange Act of 1934, as amended, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.4	<a href="#">Certification of Principal Financial Officer Pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities and Exchange Act of 1934, as amended, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1*	<a href="#">Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
32.2*	<a href="#">Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101.INS*	Inline XBRL Instance Document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

† Management contract or compensatory plan or arrangement.

\* Previously filed or furnished with the Original Form 10-K.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**INMED PHARMACEUTICALS INC.**  
**(Registrant)**

September 28, 2022

By: /s/ Brenda Edwards

**Brenda Edwards**  
**Interim Chief Financial Officer**  
**and Chief Accounting Officer**

## POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Eric A. Adams and Brenda Edwards, and each of them, either of whom may act without the joinder of the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments to the Annual Report on Form 10-K, and to file the same, with all exhibits thereto and all documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities and Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Eric A. Adams</u> <b>Eric A. Adams</b>	President, Chief Executive Officer and Director (Principal Executive Officer)	September 28, 2022
<u>/s/ Brenda Edwards</u> <b>Brenda Edwards</b>	Interim Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	September 28, 2022
<u>/s/ William J. Garner</u> <b>William J. Garner</b>	Director (Chairman to the Board of Directors)	September 28, 2022
<u>/s/ Janet Grove</u> <b>Janet Grove</b>	Director	September 28, 2022
<u>/s/ Bryan Baldasare</u> <b>Bryan Baldasare</b>	Director	September 28, 2022
<u>/s/ Andrew Hull</u> <b>Andrew Hull</b>	Director	September 28, 2022
<u>/s/ Nicole Lemerond</u> <b>Nicole Lemerond</b>	Director	September 28, 2022

**Description of Registrant's Securities  
Registered under Section 12  
of the Securities Exchange Act of 1934**

The following description (this "Description") of our common shares is a summary and does not purport to be complete. It is subject to, and qualified in its entirety by reference to, our Amended and Restated Articles (our "Articles"), which has been filed with the Securities and Exchange Commission. This Description also summarizes relevant provisions of the *British Columbia Business Corporations Act* (the "BCBCA") and securities laws in the provinces and territories of Canada. We encourage you to read our Articles, the applicable provisions of the BCBCA and the applicable provisions of securities laws in the provinces and territories of Canada for additional information.

**General**

Our authorized share capital consists of an unlimited number of common shares without par value and an unlimited number of preferred shares without par value. As of the date of the Annual Report on Form 10-K of which this Description forms a part, no preferred shares were issued and outstanding.

**Common Shares**

Each common share entitles the holder thereof to one vote at all meetings of shareholders.

There are no limitations on the rights of non-Canadian owners to hold or vote common shares.

In the event of our liquidation, dissolution or winding-up, whether voluntary or involuntary, or other distribution of our assets among shareholders for the purpose of winding up our affairs, subject to the rights, privileges and restrictions attaching to any preferred shares that may then be outstanding, the shareholders shall be entitled to receive our remaining property.

The shareholders are entitled to receive dividends, as and when declared by our board of directors, subject to the rights, privileges and restrictions attaching to our securities, which may be paid in money, property or by the issue of fully paid shares in our capital.

**Certain Takeover Bid Requirements**

Unless such offer constitutes an exempt transaction, an offer made by a person to acquire outstanding shares of a Canadian entity that, when aggregated with the offeror's holdings (and those of persons or companies acting jointly with the offeror), would constitute 20% or more of the outstanding shares, would be subject to the take-over provisions of Canadian securities laws. The foregoing is a limited and general summary of certain aspects of applicable securities law in the provinces and territories of Canada, all in effect as of the date of the Annual Report of which this Description forms a part.

In addition to the take-over bid requirements noted above, the acquisition of shares may trigger the application of additional statutory regimes including amongst others, the Investment Canada Act and the Competition Act.

This summary is not a comprehensive description of relevant or applicable considerations regarding such requirements and, accordingly, is not intended to be, and should not be interpreted as, legal advice to any existing or prospective investor and no representation with respect to such requirements to any existing or prospective investor is made. Existing and prospective investors should consult their own Canadian legal advisors with respect to any questions regarding securities law in the provinces and territories of Canada.

**Actions Requiring a Special Majority**

Under the BCBCA, unless otherwise stated in our Articles, certain corporate actions require the approval of a special majority of shareholders, meaning holders of shares representing 66 <sup>2</sup>/<sub>3</sub>% of those votes cast in respect of a shareholder vote addressing such matter. Those items requiring the approval of a special majority generally relate to fundamental changes with respect to our business, and include amongst others, resolutions: (i) removing a director prior to the expiry of his or her term; (ii) altering our Articles, (iii) approving an amalgamation; (iv) approving a plan of arrangement; and (v) providing for a sale of all or substantially all of our assets.

## CONSULTING AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of April, 2022.

BETWEEN:

**InMed Pharmaceuticals Inc.**, a corporation registered in the Province of British Columbia and having its principal place of business at 310-815 W. Hastings St., Vancouver, BC, V6C 1B4,

(the "Company")

AND: **Brenda Edwards**, an individual having a residential address at 111-1232 Johnson Street, Coquitlam, BC, V3B 4T2

(the "Consultant")

WHEREAS

A. The Company is a global leader in the research, development, manufacturing and commercialization of rare cannabinoids and wishes to retain the consulting services of the Consultant;

B. The Consultant has relevant experience as financial consultant;

C. Under an assignment agreement between Robert Half Canada Inc. and the Company dated March 14, 2022 (the "Assignment Agreement"), the Consultant was seconded to the Company as a Senior Financial Consultant from March 16, 2022 to March 31, 2022;

D. The Consultant executed a Confidentiality and Assignment of Inventions Agreement dated March 13, 2022;

E. On March 31, 2022, Robert Half Canada Inc. and the Company terminated the Assignment Agreement March 31, 2022 and executed an Executive Placement Agreement which provides for, among other matters, the direct engagement of the Consultant by the Company;

F. The Company wishes to retain the Consultant and the Consultant wishes to be retained to provide consulting advice to the Company with respect to the advancement of its Business and other related matters on the terms and conditions set out in this Agreement; and

G. From April 1, 2022 until the Company determines otherwise, the Consultant will hold the title of Interim Chief Financial Officer.

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NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the premises and mutual covenants and agreements hereinafter contained, the Company and the Consultant agree as follows:

### **Section 1 - Interpretation**

- 1.1 In and for the purposes of this Agreement, unless there is something in the subject matter or context inconsistent therewith, each of the following words, phrases and expressions will have the meanings ascribed to them below:
- (a) "Business" means all activities of the Company and its affiliates (as affiliate is defined in the *Company Act* (British Columbia));
  - (b) "Company" includes any related or affiliated entity;
  - (c) "Confidential Information" includes, but is not limited to, all information related to processes, formulae, research, development, financial and business information, trade secrets or other proprietary information in whatever form, concerning the past, present and planned future products, services, operations and marketing techniques and procedures of the Company, and further includes any information related to the past, present and prospective customers, suppliers, clients, distributors and employees of the Company, but does not include information which is in the public domain, without any fault or responsibility on the part of the Consultant.
  - (d) "Effective Date" means the date this Agreement is fully executed.
  - (e) "Material" includes all documentation, work-in-progress, reports and other materials the Consultant produces in the course of providing the Services;
  - (f) "Services" includes various financial related matters as agreed to between the parties from time to time including, but not limited to, acting as the Company's Interim Chief Financial Officer and Corporate Secretary;
  - (g) "Term" means the time period from the date of this Agreement until this Agreement is terminated in accordance with Section 6.
- 1.2 For the purposes of this Agreement, the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to either gender and, where applicable, to a corporation, the word "or" is not exclusive and the word "including" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

### **Section 2- Engagement**

- 2.1 The Company retains and engages the Consultant to provide the Services in accordance with the terms and conditions of this Agreement and the Consultant agrees to accept such retainer.
- 2.2 The engagement of the Consultant under this Agreement will continue until such time as the Agreement is terminated in accordance with 6.

### Section 3 - Services

- 3.1 During the Term, the Consultant will be available to provide the Services to the Company on a part- to full-time basis, compatible with the Consultant's schedule and as required by the Company.
- 3.2 The Consultant will perform the Services in a competent and professional manner and fully in accordance with all policies of the Company and all applicable laws and regulations.
- 3.3 The Consultant will not subcontract out any portion of the Services and will perform the Services personally.

### Section 4- Compensation

- 4.1 Consulting Fees. During the Term of this Agreement the Company will pay the consultant CDN \$155.00, plus any applicable GST, per hour in full consideration of the Services performed by the Consultant.

If the Consultant is required to travel long distance on behalf of the Company, the travel time (e.g. on airplane) will be paid at the full rate for time spent providing services and at a reduced rate of CDN \$77.50 per hour otherwise. The Consultant will submit an invoice to the Company, reflecting the services provided twice per month. Invoices will be payable monthly in arrears, within five business days after receipt of the invoice.

- 4.2 Expenses. Subject to the following provisions:

- (a) *Compliance with Company Policies.* Subject to compliance by the Consultant with the Company's expense and travel policies as may be in effect from time to time; and
- (b) *Expense Reports.* Provided that the Consultant provides the Company with written expense accounts including receipts

the Company shall reimburse the Consultant for all reasonable expenses incurred in the performance of this Agreement;

### Section 5– Debarment

- 5.1 The Consultant certifies that they are not under investigation by the United States Food and Drug Administration (the "FDA") for debarment action and has not been debarred under and that they will not use in any capacity the services of any person or entity that is under investigation for debarment action under the Generic Drug Enforcement Act of 1992 (21 U.S.C. 301 et seq.) or has been so debarred, or who is otherwise restricted or disqualified from performing services relating to clinical trials, to perform any Services under this Agreement. If, during the course of this Agreement, the Consultant becomes aware that the Consultant is under investigation by the FDA or any health regulatory authority for debarment action or is debarred, or otherwise restricted or disqualified;
  - (a) the Consultant shall promptly inform the Company of such event and, upon the Company's request, will assist the Company in conducting an inquiry or audit regarding the Services performed by the Consultant for the Company; and
  - (b) the Company may in its sole discretion elect to terminate this Agreement with immediate effect.

## **Section 6 – Termination**

- 6.1 The following terms and conditions apply to a termination of the engagement of the Consultant pursuant to this Agreement:
- (a) either party may terminate this Agreement at any time upon 7 days' written notice to the other party;
  - (b) in accordance with Section 6.1; or
  - (c) either party may terminate this Agreement without notice or any payment in lieu of notice in the event of a material breach by the other party of any term of this Agreement.

## **Section 7 – Confidentiality, Ownership of Material and Assignment of Intellectual Property Rights**

- 7.1 The Confidentiality and Assignment of Inventions Agreement between the Company and the Consultant dated March 13, 2022 shall continue in full force and effect and shall survive the termination, for any reason, of the this agreement.

## **Section 8- Non-Exclusive Services**

- 8.1 The Company acknowledges and agrees that the Consultant is providing Services to the Company during the Term of this Agreement on a non-exclusive basis. The Company acknowledges that the Consultant is currently engaged to provide services to other companies as set out in Appendix C and that some of these engagements may be in conflict with the business of the Company. Before entering into any other such engagements, the Consultant will first inform the Company.

## **Section 9 – Relationship between the Parties**

- 9.1 This Agreement does not constitute or create an employment, agency, partnership or joint venture relationship between the Consultant and the Company.
- 9.2 The Consultant will be wholly responsible for all taxes and other fees levied on the fees and services under this Agreement. Without limitation, the Consultant will make, and will indemnify the Company for, all statutory contributions and remittances, including, without limitations, federal and provincial sales tax, any taxes pursuant to the *Income Tax Act*, *employment insurance*, *pension*, *workers' compensation*, *other similar levies*, and *all fines and penalties levied for failure to make payment*.

## Section 10 – General Provisions

- 10.1 Severability. Each provision of this Agreement constitutes a separate and distinct obligation and if any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it will be deemed not to affect or impair the validity of any other obligation or provision.
- 10.2 Entire Agreement. The Parties acknowledge that the terms and conditions contained within this Agreement constitute the entire agreement between the parties hereto. This Agreement supersedes and replaces all prior written and oral agreements between the Consultant and the Company including through the Assignment Agreement. In consideration for the Company retaining the Consultant and the Consultant agreeing to such retention, each of the Consultant waives and releases any claims whatsoever arising pursuant to the Assignment Agreement.
- 10.3 Succession. This Agreement will enure to the benefit of and be binding upon each of the Company and the Consultant and their respective successors and assigns, and may not be assigned or transferred by either party except with the prior written consent of the other party.
- 10.4 Notices. Any notices to be given hereunder by either party to the other party may be effected in writing, either by personal delivery or by mail if sent certified, postage prepaid, with return receipt requested. Mailed notices will be addressed to the parties at the address set out on the first page of this Agreement, or as otherwise specified from time to time. Notice will be effective upon delivery.
- 10.5 Amendments and Waivers. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
- 10.6 Survival. Notwithstanding the expiration or early termination of this Agreement, Sections 1.1, 1.2, 7.1, 9.2, and this Section 10.
- 10.7 Governing Law. This Agreement will be governed by and construed, enforced and interpreted exclusively in accordance with the laws of the Province of British Columbia and the applicable laws of Canada therein.
- 10.8 Independent Legal Advice. The Consultant specifically confirms that the Consultant has been provided with the opportunity to retain independent legal advice prior to entering into this Agreement.

**Remainder of Page Intentionally Left Blank.**

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**InMed Pharmaceuticals, Inc.**

/s/ Eric A. Adams

Eric A. Adams,  
Chief Executive Officer

Date: April 1, 2022

/s/ Brenda Edwards

Brenda Edwards  
Consultant

Date: April 1, 2022

**Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Eric A. Adams, certify that:

1. I have reviewed this Amendment to the Annual Report on Form 10-K of InMed Pharmaceuticals Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: September 28, 2022

/s/ Eric A. Adams

Name: Eric A. Adams

Title: President and Chief Executive Officer

**Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Brenda Edwards, certify that:

1. I have reviewed this Amendment to the Annual Report on Form 10-K of InMed Pharmaceuticals Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: September 28, 2022

/s/ Brenda Edwards

Name: Brenda Edwards

Title: Interim Chief Financial Officer