## RESEARCH AGREEMENT BETWEEN

## CAMPO EXPRESS S.A. AND MARCO PODESTA FOUNDATION

In the city of Montevideo, Uruguay on 22<sup>rd</sup> October 2020, the Marco Podesta Foundation of the Veterinarian Faculty - Republic University, represented by his President Dr. José Miguel Praggio Mazzara and CAMPO EXPRESS S.A., represented by his President, Carloalberto Ghizzoni meet to sign this Agreement.

## CONSIDERING

- That both institutions recognize the importance of promoting the development and dissemination of culture and, in particular, the development of education; extension and scientific and technological research on topics of common interest.
- II. That both institutions recognize the existence of common interested areas in which jointed work can contribute to their institutional purposes.

The parties are willing to conclude an Agreement that will be governed by the following clauses:

- CLAUSE 1. CAMPO EXPRESS S.A. desires to evaluate the GREENPLUS and the Uruguayan researchers possesses the skills and resources necessary to carry out this Study.
- CLAUSE 2. To comply with this objective, a research protocol will be designed and executed together.
- CLAUSE 3. CAMPO EXPRESS S.A. is committed to provide a total amount of USD 27.000 for the Study, with biannual payments of USD 9.000.
- CLAUSE 4. Marco Podestá Foundation will debit 7% of the total amount of the Agreement for administration costs.
- CLAUSE 5. Marco Podestá Foundation and the research team involved in the Study agrees not publish or disclose to any third party any data, documents, or records related to the Study or their results without CAMPO EXPRESS S.A.'s advance written approval, which will not be unreasonably withheld.
- CUAUSE 6. Marco Podestá Foundation and the research team involved in the Study recognizes that CAMPO EXPRESS S.A. is and will be the owner of the intellectual property rights of the results, reports, products and/or processes generated from the activities included in this Agreement. Anyway, CAMPO EXPRESS SA. allows the research team to publish the data in peer-reviewed journals or in scientific meetings only after the Clasue 5 is accomplished.
- CLAUSE 7. For the management of this Agreement a Coordination Committee will be formed. Each party will designate at least one representative to integrate it. The Coordination Committee will be in charge of preparing, approving and modifying the work schedule defined in the research protocol, as well as taking the technical and operational decisions related to the execution of the activities of the Study.
- CLAUSE 8. Both parties, by mutual agreement, may request the participation of third parties to collaborate in the design, financing, execution, follow-up or evaluation of the Study.

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CLAUSE 9. This Agreement will have a duration of eighteen months, and will be extendable for periods of one year automatically, unless any of the parties express otherwise unequivocally. If extended, the parties will agree a new budget according to the activities planned. This Agreement may be denounced provided with three months' notice that one of the parties indicates it convincingly.

CLAUSE 10. Any difference resulting from the interpretation or application of this Agreement will be resolved through direct negotiation.

CLAUSE 11. This Agreement will begin on the date of its signature, for which purpose two copies will be issued with equally authentic texts.

José Miguel Piaggio Mazzara President

Marco Podestá Foundation

Carloalberto Ghizzoni

President CAMPO EXPRESS S.A.

Montevideo, 22<sup>nd</sup> October 2020.