

## RESEARCH AGREEMENT BETWEEN

### MARCO PODESTA FOUNDATION, PHARMACIELO INC AND MEDARA S.A.

In the city of Montevideo, Uruguay on November 4<sup>th</sup>, 2019, the Marco Podestá Foundation of the Veterinarian Faculty - Republic University represented by his President Dr. José Miguel Piaggio Mazzara, PharmaCielo Inc. a company based in Toronto, Canada represented by his CEO M. David Attard and Medara S.A. represented by his President, Lic. Jorge Giribone (as exclusive distributor of PharmaCielo Inc.) meet to sign this Agreement.

#### CONSIDERING

I. 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. PharmaCielo Inc., through its distributor Medara S.A., desires to support postgraduate studies in certain areas of interest and the Uruguayan researchers from the Veterinarian Faculty possesses the skills and infrastructure to carry out it. The scope of these investigations and the description of the procedures can be find in Appendix 1.

CLAUSE 2. To comply with this objective, research projects will be designed and executed together.

CLAUSE 3. PharmaCieloInc., through its distributor Medara S.A. is committed to provide a total amount of USD 32.100 for the Study, with a first payment of USD 16.850 in the first month after the signature of this Agreement and the rest of the amount by quarterly payments (Appendix 1).

CLAUSE 4. Marco Podestá Foundation will debit 7% of the total amount of the Agreement for administration costs.

CLAUSE 5. Marco Podestá Foundation agrees not publish or disclose to any third party any data, documents, or records related to the studies or their results without Medara S.A. and the research team involved in these studies written approval, which will not be unreasonably withheld.

CLAUSE 6. Marco Podestá Foundation and the research team involved in these studies recognizes that *Universidad de la República* is and will be the owner of the intellectual property rights of the results and reports generated from the common activities included in this Agreement. PharmaCielo Inc. allows the research team to publish the data in peer-reviewed journals or in scientific meetings and it also has the right to publish the scientific papers produced under this Agreement in any media that considers proper, with a previous coordination with the research team.

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 common work, as well as taking the technical and operational decisions related to the execution of the activities of these studies.

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 these studies.

CLAUSE 9. This Agreement will have a duration of one year, 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.



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José Miguel Piaggio Mazzara  
President  
Marco Podestá Foundation



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David Attard *Gordon*  
CEO *CEO*  
PharmaCielo, Inc. *Dr.*



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Lic. Jorge Giribone  
President  
Medara S.A.

Montevideo, November 4<sup>th</sup>, 2019.

Appendix 1

	USD	First payment	Second payment	Third payment	Fourth payment
Personnel Cost:					
Graduates scholarships	13.000	3.250	3.250	3.250	3.250
Equipment	11.500	11.500			
Supplies and laboratory analysis	3.000		1.500	1.500	
Publications and Congress	2.500				2.500
Administration fees (7%)	2.100	2.100			
	32.100	16.850	4.750	4.750	5.750

*Handwritten signature and initials in blue ink.*