

RESEARCH AGREEMENT BETWEEN
YUZU PHARMACEUTICAL, S.A. AND MARCO PODESTA FOUNDATION

In the city of Montevideo, Uruguay on 28, August, 2024, the Marco Podestá Foundation of the Veterinarian Faculty - Republic University, represented by his President Dr. José Miguel Piaggio Mazzara and Yuzu Pharmaceutical S.A. (Yuzu S.A.), represented by its President, Nicola Spirtos, M.D. 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. Yuzu S.A. desires to evaluate/investigate/analyze (i) the identification of CBD (CBD1 and CBD2) receptors in endometrial cancer and in metastatic disease lymph nodes; and (ii) identify the mechanism of action/molecular pathway of cannabinoids in endometrial cancer and the Uruguayan researchers possesses the skills and resources necessary to identify the presence of absence of CBD receptors and help identify the molecular pathways or mechanism of action related to the presence of the CBD receptors.

CLAUSE 2. To comply with this objective, a research protocol or workplan will be designed and executed together.

CLAUSE 3. Yuzu S.A. is committed to fund on an ongoing basis the needs identified by Dr. Graciela Pedrana or other as they become involved in the research. For example, Dr. Pedrana requested \$2,000 for reagents to continue the research and Yuzu S.A. provided \$3,000 to ensure she had adequate resources to continue the work.

CLAUSE 4. Marco Podestá Foundation will debit 10% 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 Yuzu S.A.'s advance written approval, which will not be unreasonably withheld.

CLAUSE 6. Marco Podestá Foundation and the research team involved in the Study recognizes that Yuzu 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, Yuzu S.A. allows the research team to publish the data in peer-reviewed journals or in scientific meetings only after the Clause 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 or the workplan, 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.

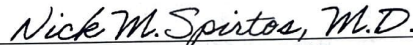
CLAUSE 9. This Agreement will have a duration of 1 year, and will be extendable for periods of one year automatically, unless any of the parties express otherwise unequivocally. If extended, the parties will agree a new budget according to the activities planned. This Agreement may be denounced provided 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.



José Miguel Piaggio Mazzara
President
Marco Podestá Foundation



Nicola M. Spirtos, M.D.
President
Yuzu Pharmaceutical S.A.

Montevideo, this 28th day of August, 2024.