

TERMS AND CONDITIONS

1. SCOPE.

INSIGHTS IN LIFE SCIENCES, S.L. (hereinafter iIS) has developed a platform (hereinafter, the Platform or iIS NetworkSM) for connecting life sciences sector experts (hereinafter, the Expert) with the pharmaceutical, biotechnology and medical devices industries (hereinafter, the Client) in order to allow them to propose enquiries to experts of the sector.

Participating in the iIS NetworkSM offers the Experts the opportunity to connect quickly and easily with companies from the life sciences sector that require the experts' input in order to properly conduct their business

The activities (hereinafter, the Service) performed by the Experts consist in participating in telephone interviews (iIS ConnectionSM & iIS InterviewsSM) and questionnaires (iIS SurveysSM). They may also offer additional services such as participating in panels, offering courses and lectures, or writing articles and reports (iIS KnowledgeSM).

In exchange for participating in the Client projects, the Experts will get remuneration in compensation for the services provided.

2. SERVICES.

A. Requirements and Limitations.

Professional profile: In order to join the iIS NetworkSM, the Experts must possess the adequate knowledge and experience related to his/her area of expertise. For this purpose, the Expert will submit his/her professional information to iIS, which will be evaluated in order to make sure it meets the necessary criteria. The Expert declares that he/she has not been disqualified to exercise his/her profession or is being investigated or tried for any alleged offense concerning his/her professional conduct.

- a) Conflict of interest: The Experts are obliged to investigate any objective or subjective cause that could be regarded as a conflict of interest. It will be considered a conflict of interest any situation in which the individual judgment and the integrity of an action tend to be unduly influenced by a secondary interest, generally of economical or personal type.
- b) The Experts are committed to act with integrity and good faith in the performance of the Services assigned and for this, the Expert declares to know that if a conflict of interest is raised between his/her situation and the service offered by iIS, he/she should decline his/her participation. Among others, the following identifies conflicts of interest that could occur:
 - Labor, professional or business relationship with the organization that is the subject of the Service to be provided.
 - Link with the Public Administration with legislative competency, in cases where the provision of the Services entails the analysis of a regulation.

B. Participation in assigned activities.

Depending on the case, the Expert may request to participate in a specific project, or the Client or iIS may select the Expert for his/her participation. In any case, the Expert will be responsible to ultimately agree to participate in the Services that have been proposed.

The Expert agrees that the general procedure for the allocation of Services is the one set out in Annex 2 (see below).

Once the Service is accepted by the Expert, he/she undertakes the execution of the tasks assigned with the highest quality possible, and in accordance with the quality criteria set out in Annex 1 (see below).

Once the Service has been assigned to the Expert, only he/she may participate in its development, being forbidden to delegate to third parties (including employees of the company to which the Expert may belong) or to outsource its development and/or execution, unless approved by iIS through written consent.

A. Using iIS NetworkSM and iIS intermediation.

All contacts between iIS and the Expert and between the Expert and the Client will take place with the intermediation of iIS and, in general, they will take place through the iIS NetworkSM.

It is forbidden the direct communication between the Client and the Expert, without the prior iIS intermediation. In the event that the contact between the Expert and the Client takes place without the intermediation of iIS or when a Client directly contacts the Expert, without the previous assignation of the Service by iIS to the Expert, iIS will not proceed to the payment of the development of such activity.

The Expert agrees to use iIS NetworkSM in accordance with the provisions of Annex 2 (see below).

The Expert agrees to make good use of the resources that iIS offers (e.g. iIS NetworkSM, Website and all that may be provided in the future). In case the Expert observes any malfunction of the systems, he/she agrees to immediately notify it to iIS.

2. OBLIGATIONS:

A. Expert's obligations in relation to iIS:

- a. Expert's Professional Profile:
 - o The Expert ensures that the data provided in the registration phase, especially those related to his/her professional information are true. iIS reserves the right to make checks as appropriate.
 - o The Expert is required to maintain his/her professional information updated, so that at all times the information corresponds to the actual situation of the Expert. Furthermore, the Expert is obliged to notify immediately iIS about any aspect that might affect his/her professional activity, such as the opening of proceedings or

investigations by any facts related to the development of his/her profession.

- b. Accuracy of information: the Expert agrees that the information he/she shares and provides the Client or iIS during the development of the assignment will be true and accurate.
- c. Non-competition covenant: The Expert agrees not to encourage any Client to make direct contact with the Expert outside the channels established by iIS without prior consent in writing. Similarly, the Expert agrees not to recommend the use of another platform or any other contact methods that may belong to a third party.
- d. Quality criteria and deadlines: The Expert is committed to the development of the Services after acceptance and to the compliance with the established quality criteria and deadlines (see Annex I).
- e. Regulatory Compliance: The Expert agrees to the provision of the Service that has been assigned pursuant to the regulations in force in the country where he/she is.
- f. Conflict of interests: The Expert agrees not to participate in services that could create a conflict of interest in accordance with the activity undertaken by the Expert. The expert agrees to act in accordance with the current regulations and standards of ethics and good behavior which he/she may be subject to.

B. Expert's obligations in relation to assigned Clients:

- a. Advertising: The Experts agree not to do any advertising on drugs or medical devices in the activities developed, conducting his/her activity only by objective and scientific criteria.
- b. Communication of personal data to third parties: The Experts agree not to provide customers with information that may contain personal data that could identify patients, volunteers or subjects participating in clinical studies.
- c. Disclosure of confidential information: The Experts agree not to disclose among Clients confidential information that he/she may have known due to his/her professional activities.

3. COMPENSATION AND PAYMENT POLICY

The economic conditions will be established by iIS for each Expert, according to his/her experience and his/her knowledge area. Once the Expert registers for iIS NetworkSM and accepts this Agreement, iIS will review the Expert's professional information and will submit a proposal with the economic conditions (hourly rate) that will apply for the Services provided by the Expert. The Contract will not be effective until the Expert has expressly accepted the proposal of economic conditions.

Therefore, until the Expert does not expressly accept the proposal of economic conditions, no Service will be assign to him/her.

After the Service has been performed and finalized, the Expert shall proceed to notify iIS by the channel provided for that purpose—in accordance with the provisions of Annex 2 (see below). Once iIS checks the services have been provided as stated by the expert, iIS will proceed to the payment of the amount agreed within 60 days on the 10th of each month.

The Expert will be responsible for providing iIS through iIS professionals the billing information required for the payment of the agreed amount as compensation for the provision of the Service assigned. The Expert is responsible for providing his/her billing data updated. In the event that the payment is made using no updated data, iIS will not be responsible for the delayed payment this may lead or for the surcharges it may generate, being assumed by the expert.

The Expert is responsible for the compliance with the tax regulations of his/her place of residence in accordance with the current legislation, particularly in regards to the payment of taxes related to the payments made by iIS.

iIS will not proceed with the payment of any amount in the following cases:

- In case the Expert does not notify iIS of the provision of his/her Services within 15 days
- In case the Expert offers services that have not been approved by iIS. The Expert should take into account that the expansion of services will have to be approved in any case by iIS
- In case the Services are provided against any regulations that may be applicable to the Expert

For any dispute brought by the Client or directly by iIS regarding the breach of the terms of this Contract or any of its Annexes, the payment shall be withhold until the resolution of the dispute. The disputes shall be settled in accordance with the Dispute Resolution Policy, included in Annex 3 (see below).

4. LIABILITY

The Expert will report to iIS and the Client in regards to the content of the Services provided and he/she will be liable for any claims that iIS may receive as a result of them. The Expert agrees that the content of the Services must not be illegal, threatening, defamatory, misleading, or in violation of this Contract and any of its annexes.

The Expert will be responsible for the development and execution of the Services that have been assigned, being penalized in the event that, subsequent to the acceptance, he/she decides not to carry them out.

The Expert declares to be solely responsible for not accepting the Services that may create a conflict of interest in accordance with his/her employment, professional, commercial or personal relationship, indemnifying iIS of any liability arising from it.

The Expert will be accountable to iIS and the Client for any untruthful or outdated information he/she includes in his/her curriculum vitae and any untruthful information he/she shares with the Client. Also, the Expert will be responsible for

communicating any personal data that he/she may provide to the Client, indemnifying iIS of any liability arising from it.

5. CONFIDENTIALITY AGREEMENT

The Expert agrees not to disclose or disseminate any Confidential Information by any means, in whole or in part to any third party without the prior written permission of iIS.

For the purpose of this Contract, Confidential Information means information about business activities, both from iIS or Clients, including any information of economic, financial, technical, commercial, strategic or administrative kind, in particular the one relative to reports, know how, software components, facilities, methodologies, products, services, service users, clients, business and personal data, collected in any format, paper or electronic, and any other type of documentation, which has been classified as exclusive property or confidential or which should be estimated in good faith as confidential due to its nature or the circumstances in which disclosure or creation occurs.

The disclosure of Confidential Information by iIS and/or the Client to the Expert shall not be deemed to constitute a transfer or any right or license, explicit or implicit, for the Expert on any patents, trademarks, copyrights, trade secrets, know-how and any other intellectual or industrial property rights which iIS or the Client currently holds or hereafter acquire in relation to the object of the Confidential Information disclosed by iIS or the Client. The expert agrees that the Confidential Information shall remain the property of the Client or iIS.

The Expert that, due to the performance of his/her functions and services, accesses, uses and/or processes Confidential Information of iIS or of the Client is subject to compliance of the following obligations:

- Follow the instructions given by the Client or by iIS, in all that regards the use and processing of Confidential Information and not to use and/or process such information for purposes other than those stated or previously reported by iIS and by Client.
- Process and use the Confidential Information, which is required solely for the provision of services to iIS and the Client, being linked to the development of the functions vested.
- Act with due diligence to prevent the publication or disclosure of any Confidential Information.
- Observe and comply with all security measures implemented and required by iIS regarding the processing of Confidential Information in the development of activities, independently of the support media. Specifically, the Expert agrees not to provide to others, in any way, access to iIS passwords, including: iIS NetworkSM, and to use iIS NetworkSM with authorized permission and exclusively for purposes related to the development and execution of the assigned tasks.
- Return to the Client all Confidential Information to which he/she had access throughout the development and implementation of the Project assigned once finalized , expressly waiving any right to withhold or retain it.

- Return to iIS all Confidential Information to which he/she had access throughout the development and execution of this Contract once it has been finalized, expressly waiving any right to withhold or retain it.

It is expressly forbidden for the Expert:

- To perform any communication, assignment, transfer, storage, dispatch or delivery, not expressly authorized by iIS, of any Confidential Information to which the Expert has or had access due to the implementation of this contract or the development and implementation of activities assigned.
- Recording and/or reproducing by magnetic, electronic, mechanical, photographic, graphics or any other means Confidential Information, or printing it out or removing it from the premises where he/she renders the Service.
- Make any copy of the software to which the Expert has access as a result of the provision of the Services.

The above mentioned will be exempt in cases where the actual development of this Contract and the development and implementation of assigned services so requires, in which case the Expert must first inform the owner of the information and obtain the express written consent in order to carry out the activity initially forbidden under the provisions of this paragraph.

Upon termination of the contract between iIS and the Expert, it is forbidden for the Expert to use and/or disclose iIS' Confidential Information to which he/she has had access during the development of service provision and must return to iIS any media or document, original or copy, containing Confidential Information which is in his/her custody.

The duty of confidentiality shall extend for a period of 5 years from the termination, for any reason, of the relationship between iIS and the Expert, except in regard to the processing of personal data, in which case the duty of confidentiality shall last indefinitely, even after the termination of the relationship between iIS and the Expert. This duty of confidentiality shall also apply for a period of 5 years from the completion of the assigned Activity with respect to the documentation provided by the Client, unless it expressly establishes a longer period.

The Expert agrees to use all means necessary to protect the security, integrity and confidentiality of the Confidential Information of the Client and iIS to which he/she has access and, in any case, subject to a reasonable duty of diligence and care, in order to prevent unauthorized use, distribution or publication of the Confidential Information.

The obligation contained herein shall not apply with respect to Confidential Information that is publicly known without breach or negligence mediated by the Expert or has been lawfully disclosed to the Expert by a third party without restriction.

The obligations and prohibitions of this document do not imply any restrictions to the compliance with legal requirements that are applicable or an order of any court or administrative body, without prejudice to the obligation of the Expert to communicate to the court or body, whatever it might be, the confidentiality of the information to be disclosed and notify iIS of the Confidential Information that will be disclosed.

The non-compliance by the Expert of any of the terms, conditions and obligations arising from this document will determine the responsibility of the Expert, and will indemnify iIS against any claims, fines, penalties, actions and/or accusations that may be exercised against iIS, when these acts or omissions are attributable to the Expert and/or arising from a breach, total or partial, of the contents of this document. iIS reserves the right to take actions as appropriate and/or claim compensation for damages, including reasonable attorneys' fees.

6. INTELLECTUAL PROPERTY

A. About the contents: The Expert declares to be the author of the materials, content and information provided to the Client and/or iIS in developing the assigned Service or, failing that, having obtained all necessary permits and licenses for use, provided that they are subject to intellectual property rights. The Expert agrees to release iIS from any liability that may arise in connection with the materials, content and information provided. Furthermore, the Expert agrees to indemnify iIS and Clients from and against any third party claim arising as a result of the materials, content and information provided under infringement of, among other things, trademarks, trade secrets or other intellectual property rights.

In general the Expert assigns the Client and iIS all exploitation rights of the contents, information and materials related to the execution of the services that are capable of being protected by intellectual property laws, including, reproduction, distribution, public communication and transformation, except otherwise agreed in writing. The transfer of rights contained in this clause is global, for the maximum period of time that the Law provides for the protection of authors regarding their works, with full capacity for transmission to others.

In the event that the Expert participates in events, debates, seminars, conferences, interviews, etc. that are recorded, the Expert expressly acknowledges that iIS has exclusive rights for the reproduction, distribution, public communication and transformation of the record made, unless otherwise agreed in writing.

The publication of content through the Website www.ilsintelligence.com in sections such as "Case Studies" implies an assignment of all exploitation rights, among others, reproduction, distribution, public communication and transformation for iIS, revocable, after notifying the user, nonexclusive, and to the full extent permitted by law, without any material, temporal or geographical limit, all exploitation rights of intellectual nature (and including without limitation, copyrights, public communication, distribution and transformation). Nevertheless, in general the contents that are posted on the Website will not disclose details of the authors, unless there is an express authorization by the Expert.

B. On using iIS NetworkSM: iIS is the sole owner of iIS NetworkSM. This license is only a non-exclusive assignment of use, which enables to use the application without any territorial limitation, with indefinite duration, while neither party decides to revoke the rights and only permits the use and implementation of the online application and exclusively through the website www.ilsintelligence.com.

At no time iIS gives the Expert the iIS NetworkSM ownership rights, but transfers the right to use it under the conditions described in this license, and under no circumstances should it be understood that it enables for reproduction and public distribution, transfer, sale, rental or loan, guaranteeing not to give partial or full

use in any form, and not to disclose, publish, or in any other way make available to other parties.

As an example, but not limited to, all logos, names, audio content, audiovisual signals and signs, including within the application, are protected by intellectual property rights that belong to iIS, therefore it is forbidden for the iIS NetworkSM user to decompile, reproduce, copy, modify or manipulate in any other way any of the contents of the application, in whole or in part and modify them, either in the outward appearance and in its operation.

6. DATA PROTECTION

The privacy policy is set out in the Privacy Policy document

7. BREACH OF CONTRACT AND TERMINATION.

The failure of the Expert to comply with the Contract and/or its Annexes implies the termination thereof, unless the breach is susceptible to rectification, in which case, a certified notice will be sent to the Expert communicating the details of the breach and the requirement to have it corrected, in the latter case being able to terminate the contract if the breach is not corrected within thirty (30) business days from receipt of the notification.

Failure to comply with the quality criteria will result in a monitorization of the expert by iIS, in accordance with the Dispute Resolution Policy as defined in Annex 3 (see below).

If it is determined that the Expert has breached the non-competition covenant and has contacted directly with Clients or has recommended the use of platforms different from iIS' platforms, the contract shall be terminated immediately. In these cases, the Expert will be penalized with 5% of the amounts paid to date.

In any case, if it is determined that as a result of a breach of the contract or any of its Annexes, iIS has suffered damage or economic loss, the Expert will be liable for them.

The Expert will be solely responsible in case that he/she provides access personal data to third parties, in any case the Expert maintains iIS free from any liability and/or penalty taken against it as a result of such action.

8. MODIFICATIONS TO TERMS AND CONDITIONS.

iIS may replace at any time, for technical reasons or changes in the Service or in the regulations, as well as changes arising from strategic corporate decisions, this contract or any of its Annexes and, as appropriate, substitute, complete and / or modify the current content.

When iIS replaces or amends this contract or any of its Annexes, it will publish it on the Website and/or give notice through it, and if no communication is received objecting it, it is understood that the modifications have been accepted. In any case, iIS recommends periodic consultation of this contract or any of its Annexes, as they may change.

9. NATURE OF CONTRACT.

The Expert and iIS expressly acknowledge that this Contract has the nature of commission of work, governed by civil and commercial law, excluding the character of employment relationship.

Relations between the parties under this Contract are those of two independent parties from each other and before third parties. Neither the parties nor their employees act as representatives or agents of the other party, or neither their acts nor omissions may lead to links of any kind that would force the other party before third parties and in particular neither party can make decisions on behalf of the other. Likewise, neither the development nor compliance with this Contract shall be construed as an association or shared risk and peril.

10. LAW AND JURISDICTION.

The current regulations determine the laws that should govern and the jurisdiction competent regarding the relationship between iIS and users of the Service. Nevertheless, in cases where such regulations do not establish the obligation for the parties to submit to a specific jurisdiction, iIS and the user, expressly waiving any other jurisdiction that may apply, subject to the Courts of the city of Barcelona (Spain).

ANNEX 1. INSIGHTS IN LIFE SCIENCES SERVICES QUALITY CRITERIA

1. To provide real, updated accurate data regarding contact details and biographic information.
2. To respond to an iIS project invitation, either positively or negatively, within 48h.
3. Once accepted his/her participation in a project, to be available to schedule a telephone interview within 7 natural days, unless it can be objectively justified.
4. Once accepted his/her participation in a project, to be available to respond an online questionnaire within 7 natural days, unless it can be objectively justified.
5. For telephone interviews, not to conduct interviews shorter than 30 minutes, unless it is specifically stated in the project definition.
6. During a telephone interview, to provide first-hand knowledge of a pre-set number of questions, according to the project definition.
7. For online surveys, to respond the minimum number of questions pre-set in the project definition, not including "not sure/don't know" answers.

ANNEX 2. INSIGHTS IN LIFE SCIENCES SERVICES

Business decision-makers need to capture the insights they value, in order to be confident on their responses to market challenges and opportunities. The better and the faster a Company gains such insights, the more a Company can grasp a competitive advantage.

Expert consultations provide companies with relevant and accurate insightful perspectives to gain cutting edge knowledge. Participating in Company projects give the opportunity to experts to keep up to date with industry novelties and have an alternative source of revenues.

How does iIS work?

iIS has developed a platform (**iIS NetworkSM**), that allows Pharma, Biotech and Medical Device Companies connect with Life Sciences Experts around the world, structured according to their knowledge areas and geographies.

iIS NetworkSM gives Pharma, Biotech and Medical Devices Companies a unique access to a broad range of Life Sciences Experts recruited by pre-defined knowledge and compliance criteria; and subsequently to conduct frequent and timely consultations with them at their convenience.

Life Sciences Experts, once available for consultation through the iIS NetworkSM, are categorized according to their Level of Influence. Experts do not need to negotiate contracts, set consulting rates or proceed to issue invoices to Life Sciences Companies, as iIS will take care of it.

The full set of services offered through iIS NetworkSM are the following:

- **iIS ConnectionSM**: Telephone call scheduling with experts via iIS professionals for interview
- **iIS InterviewsSM**: Guidance in project definition by iIS professionals; Expert screening via iIS professionals; Telephone call scheduling via iIS professionals; Telephone interviews and final reports via iIS professionals
- **iIS SurveysSM**: Guidance in project definition by iIS professionals; Expert screening via iIS professionals; Survey and final reports via iIS professionals
- **iIS KnowledgeSM**: Ad hoc Expert panels; Reports/Articles written by iIS experts; Lectures/Conferences/Presentations featured by iIS experts

Specifically, the steps the expert must follow in order to become an iIS affiliate, participate in projects and receive his/her remuneration are the following:

1. **iIS NetworkSM Registration**: Once the expert signs iIS terms and conditions, he/she becomes automatically a member of iIS NetworkSM. The expert will receive an email confirming the corresponding username and password and will have the chance to change the password in order to guarantee its confidentiality. If the expert suspects his/her password is known by a third party he/she should request a new password.
2. **Participation in Projects**: In order to request the Expert participation in any project, the expert will be contacted directly by iIS professionals. The projects will be related to the corresponding Company needs and will require the expert participation in interviews (iIS ConnectionSM & iIS InterviewsSM), surveys (iIS

SurveysSM), or other ad hoc participation (iIS KnowledgeSM). If an expert is interested in participating, he/she should respond to iIS and if he/she is finally selected for the study he/she will receive a confirmation email.

3. **Expert remuneration:** Once an expert has participated in any project, and in accordance with the economic conditions agreed, he/she has fifteen days to request iIS payment. iIS will verify the expert's participation in the study and then proceed to the payment.
4. **Expert referral:** Once an expert belongs to iIS NetworkSM, he/she can recommend additional experts to join the platform, who has consented to being contacted by iIS. He/she can share the names and contact details of additional experts directly sending an email to iIS (admin@ilsintelligence.com). If the referred candidate becomes a member of the platform and participates in a client project, then the expert will receive a stipend that will vary depending on the referred candidate profile. Payment conditions of the stipend are the same as the ones described above.

ANNEX 3. DISPUTE RESOLUTION

In the event that Clients present a complaint regarding the Services developed and offered by the Expert, regardless of the grounds of the complaint, as well as in those cases in which iIS is not satisfied with the quality of the services provided by the Expert, a policy is established in order to analyze the dispute and reach an agreement on it.

Therefore, in cases where disputes arise, the Experts are committed to establish a dialogue with iIS, and to provide the necessary documentation, in order to clarify the events that caused it.

The parties state that will exert the necessary efforts to reach an amicable agreement. Only in the event that, due to circumstances, it is not possible, the Expert shall be submitted to the iIS decision taken in this regard, which ultimately may reserve the payment of amounts due.