

CONSULTANCY AGREEMENT

On 20th July 2021

THE PARTIES

On the one part, Chemo Research, S.L., a company dully incorporated under the laws of Spain, with corporate domicile at Manuel Pombo Angulo 28, 28050, Madrid, Spain (“Chemo”).

And on the other part, Alberto Pacheco Castro, with NIF 00827760-J, and with corporate domicile at c/ Valle de la Fuenfría 10, 1ºD, 28034 Madrid (the “Consultant”).

Chemo and the Consultant shall be jointly referred to as the “Parties” and each of them, individually, as a “Party”.

RECITALS

- I. Chemo is a company belonging to a large international chemical-pharmaceutical group focused on the research, development, manufacturing and commercialization of active ingredients and pharmaceutical products, committed to the principles of sustainable development and focusing its business strategy on the research and innovation.
- II. Chemo is interested in receiving certain consultancy services and the Consultant is interested in rendering such consultancy services to the Chemo, in particular, for the interest and benefit of Chemo to achieve full completion of the project referred to in this document; and for which purposes, the Consultant declares that it has the necessary knowledge and resources to render such consultancy services in the terms and conditions established in this document.
- III. On the basis of the foregoing, the Parties have agreed the execution of this consultancy agreement (the “Agreement”), which shall be subject to the following

CLAUSES

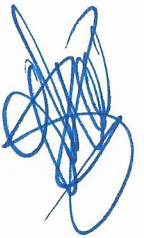
1. Purpose of the Agreement

1.1. Upon the terms and subject to the conditions of this Agreement, the Consultant shall provide to Chemo, for the benefit of Chemo Research and/or its Affiliates, the services described in Annex 1 attached hereto (the “Services”). In the performance of the Services, the Consultant shall, among others:

- (a) provide the Services with good business practices, in compliance with Chemo’ management methods, policies and instructions provided by Chemo; and to deploy all required and necessary material and human resources to carry out the Services and related activities on a timely basis and high-performance standards;

- (b) use the due care, skill and diligence of an orderly entity and loyal business person, in compliance with the strictest ethical standards in performing all the Services for the exclusive interest and benefit of Chemo;
- (c) comply with the obligations arising out of this Agreement in accordance with the principle of contractual good faith, with a view to achieve the goals and aims of the Chemo during the whole term hereof;
- (d) promptly give to Chemo all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of Chemo; and
- (e) use and perform the powers of attorney granted by Chemo for the sole purposes of the Services and in the exclusive benefit and interest of Chemo.

1.2. The Consultant shall be solely and fully responsible for ensuring compliance with all applicable Laws, regulations, applicable guidelines and standards, and shall obtain and maintain all authorizations or consents required by applicable Laws, regulations, applicable guidelines and standards for the performance of the Services. Chemo shall provide such assistance and cooperation to the Consultant as the Consultant may reasonably request from time to time for the purposes of complying with the Services. Consultant shall not have authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of Chemo.



1.3. The Consultant shall hire and maintain any insurance policies with reputable insurers acceptable to Chemo with sufficient level of cover and with other terms of insurance in accordance with the purposes of this Agreement. The Consultant shall, on request, provide to the Consultant copies of such insurance policies and evidence that the relevant premiums have been paid. The Consultant shall comply with all terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify Chemo without delay.

2. **Consideration**

2.1. In consideration for the complete performance of the Services by Consultant in accordance with the terms and conditions of this Agreement, Chemo shall pay Consultant the consideration established in Annex 1 attached hereto and in accordance with the breakdown and timeframes established therein (the "**Consideration**"). All invoices for the Services provided shall be payable within a sixty (60) calendar days from the date of invoice. If Chemo, acting in good faith, reasonably dispute whole or part of any item or amount in any invoice, the amount in

dispute shall not be considered due until Chemo and the Consultant have resolved the dispute.

- 2.2. Taxes levied on any the Services provided for in the Agreement shall be borne by the Parties in accordance with the relevant applicable Laws. Where VAT/GST is properly chargeable on the Services provided under this Agreement, Chemo shall pay such amounts of VAT/GST to the Consultant on receipt of a valid tax invoice issued in accordance with the laws and regulations of the country in which the VAT/GST is chargeable.
- 2.3. Any withholding tax that should be made according to the applicable legislation and the Tax Treaty signed between the countries where the Parties are based shall be deducted from the payments made hereunder by Chemo. It is the responsibility of the Parties to ensure that the correct tax treatment is applied in respect of payments made. If applicable, the Consultant shall deliver to Chemo its Tax Residence Certificate within fifteen (15) days from the beginning of every year. In case the Consultant does not comply with this obligation, Chemo shall be entitled to withhold the above-mentioned tax in the applicable percentage at the date of payment, in accordance with its local legal provisions. If required by the Consultant, Chemo shall deliver to the Consultant the receipt of such deduction or withholding tax by the relevant tax authorities.
- 2.4. Any costs, expenses and pass-through costs in the performance of any of the Services shall be assumed and borne by the Consultant, unless expressly otherwise stated and expressly detailed in Annex 1 in which case the Consultant shall do its best efforts that costs, expenses and pass-through costs are minimized.

3. Representations, warranties and liability

- 3.1. The Consultant represents and warrants that (i) the Consultant has the unencumbered, unrestricted and marketable title of the Intellectual Property Rights used for the performance of the Services under this Agreement, and no Intellectual Property Rights of third parties have been or shall be infringed in any way; (ii) the Consultant is duly authorized to enter into this Agreement and to undertake the Services required by this Agreement, and there is, and will be, no conflict of interest between Consultant's performance of this Agreement and any obligation Consultant may have to third parties; (iii) the Consultant has complied and complies with the requirements of applicable anti-bribery legislation; and has not and shall not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to any individual, corporation, association, partnership, or government or semi-government body (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Chemo or the Consultant by improperly performing a function of a



public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business; (iv) the Consultant has read and understood the ABC book (available at www.insudpharma.com) and that has been in compliance with the principles of the ABC book and the applicable laws. The Consultant undertakes to continue to comply with the principles of the ABC book and the applicable laws, shall ensure that its own personnel and agents who/which act for or on behalf of Chemo receive, read, understand and comply with the ABC book and the applicable laws and shall ensure that all its financial transactions are fully and accurately documented and fully and accurately booked; and (v) all the information provided to Chemo regarding the ABC book is complete and accurate; further, the Consultant undertakes to report to Chemo any material change to the information provided regarding the ABC book.

- 3.2. Without prejudice to the right of early termination pursuant to Clause 4.2 below, the Consultant hereby agree to indemnify, defend and hold harmless Chemo, and any of its affiliates, directors, employees and consultants, from and against any loss, claims, damages, costs and expenses, including without limitation reasonable attorney's fees and expenses, arising out of or in connection with (i) any breach of the obligations of the Consultant under this Agreement; (ii) any breach of the representations and warranties of the Consultant under this Agreement; and (iii) claims from third parties in connection with the Services provided, in particular, in connection with the infringement of Intellectual Property Rights of third parties.



4. Term and early termination of the Agreement

- 4.1. This Agreement enters into force of the date hereof and shall have a duration until finalization of the Services by the Consultant that, in all cases, shall have to be produced by September 2022.
- 4.2. Notwithstanding the foregoing, Chemo shall be entitled to terminate the Agreement:
- (a) with immediate effects in the event of (i) any breach of any of the obligations of the Consultant under this Agreement and such breach has not been cured or remedied by the Consultant within ten (10) calendar days after receiving written notice from Chemo specifying such breach and requiring to cure and remedy such breach; or (ii) any material breach of any of the obligations of the Consultant under this Agreement, with no possibility to cure or remedy such material breach; or (iii) any breach of any of the representations and warranties of the Consultant under this Agreement; or
 - (b) at any time and with no cause, by giving the Consultant, at least, fifteen (15) calendar-day period notice to the effective termination date, in which case Chemo shall be obliged to pay to the Consultant (i) the part of the

Consideration for the Services properly performed and due until such termination date; and (ii) the non-cancellable, non-refundable or irrevocable incurred costs, expenses and pass-through costs (as expressly established in Annex 1, if any) due until such termination date; and in both cases the Consultant being obliged to make reasonable commercial efforts to decrease or minimize such obligations and to provide Chemo with the required documentation evidencing proper performance of Services and such costs, expense and pass-through costs.

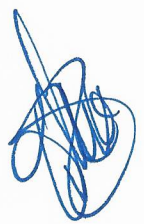
- 4.3. Provisions under Clause 4, Clause 5, Clause 5.7 and Clause 8 shall survive termination of this Agreement (for any reason whatsoever).

5. Intellectual Property Rights

- 5.1. For the purposes of this Agreement, “**Intellectual Property Rights**” shall mean any and all of the rights regulated under the legislation on intellectual and industrial property related to authorship, property or that may be subject to exploitation for any purposes and for any kind of ownership or use, including, in all cases, the possibility to request the registration or recording that could be required to obtain the proper protection of the aforementioned rights.
- 5.2. In addition, for the purposes of this Agreement, “**Results**” shall mean all creations, inventions, ideas, discoveries, developments, improvements or innovations of any kind (and all materials embodying them), whether literary, artistic, scientific or computer (including, but not limited to, collections and databases), whether they are originals, derivatives, collective or collaborative works, composed or independent, the performance and productions of any kind or nature whatsoever related, or in connection with, any property or copyright, as well as any industrial creations, inventions, ideas, discoveries, developments, improvements or innovations of any kind (including, without limitation, distinctive signs, drawings, designs, know-how, inventions of any kind that may be subject to patent or utility model, or any other kind of creations that may be subject to any Intellectual Property Rights); all of the foregoing represented by any means or supports, tangibles or intangibles (currently known or that may be known in the future as enabled by the state of the art and the technology), regardless of whether or not have been created by initiative of Chemo or by initiative of a third party, or the title by virtue of which Chemo is the owner, co-owner, licensor, tenant or has a legitimate title of use.
- 5.3. The Consultant hereby assigns and transfers, and shall assign and transfer, to Chemo all existing and future Intellectual Property Rights in the Results resulting or in connection with the Services or this Agreement (and all materials embodying these rights) to the fullest extent permitted by Law. This assignment and transfer is granted to Chemo on an exclusivity basis, with capacity of transferring and licensing to third parties, worldwide, for all the protection term established by legislation on

Intellectual Property Rights. Insofar as they do not vest automatically by operation of Law or under this Agreement, the Consultant grants legal title in these Intellectual Property Rights for Chemo. The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of Chemo and, at any time either during or after the Agreement, as may, in the opinion of Chemo, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents, or utility model or register the Results in the name and on behalf of Chemo; and to defend Chemo against claims embodying the Intellectual Property Rights or the Results infringe third party rights, and otherwise to protect and maintain such Intellectual Property Rights and Results. The Consultant undertakes that its directors, employees, subcontractors, agents, representatives and consultants has given, and shall give, written undertakings in the same terms applicable to the Consultant.

- 5.4. The Consultant represents and warrants to Chemo and undertakes to:
- (a) notify Chemo in writing full details of all Results promptly on their creation;
 - (b) keep and treat the Intellectual Property Rights and the Results as Confidential Information;
 - (c) whenever requested to do so by Chemo and, in any event, on the termination of the Agreement (for any reason whatsoever), promptly to deliver to Chemo all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Results and the process of their creation in which the Consultant has intervene; and
 - (d) not to register nor attempt to register any of the Intellectual Property Rights in the Results, unless requested in writing to do so by Chemo.
- 5.5. The Consultant represents and warrants to Chemo that the Consultant has not given and will not give permission or authorization to the Consultant or to any third party to use any of the Results, nor any of the Intellectual Property Rights in the Results. No terms or Clauses of this Agreement shall be construed as concession, assignment or granting of any rights or licenses to the Consultant or to any third party, whether implied or express, of any of the Intellectual Property Rights (neither prior to or after the date of this Agreement). All the Intellectual Property Rights of Chemo shall remain, in all cases and without any exception, under the exclusive ownership and right of Chemo. The Consultant shall not use or exploit, in any event or in any manner whatsoever, in whole or in part, the Intellectual Property Rights of Chemo (and, in particular, over the Intellectual Property Rights of the Results) other than in connection with the Services. In no event, the Consultant shall acquire, by virtue of this Agreement or the provision of the Services, any rights over the Intellectual

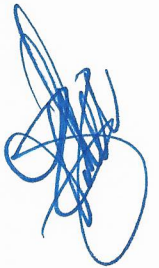


Property Rights of Chemo (and, in particular, over the Intellectual Property Rights of the Results).

- 5.6. Without prejudice to all the foregoing, the Consultant represents and warrants that the ownership of the name and corporate name of Chemo and of all the distinctive signs of the products or services of the Chemo, or of any of its affiliates, or otherwise in the market, are owned and shall be owned by Chemo or the relevant affiliate. The Consultant shall not do any actions nor adopt and measure that may affect the validity, ownership or title of the distinctive signs of Chemo, or of any of its affiliates, and undertakes to not register or apply for registration, in its name or in favour of a third party, any commercial name, domain name, trademark, symbols or other distinctive signs that may be similar to those related to Chemo or that could lead to confusion with the activities, services, products or establishments of Chemo.
- 5.7. The Consultant agree and acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant in respect of the provisions in this Clause 5.

6. Confidential Information and use and obligations related to the Confidential Information

- 6.1. For the purposes of this Agreement, “**Confidential Information**” shall mean any document or information (whether economic, financial, technical, commercial, pharmaceutical, chemical, strategic or of any other kind of information) that could be disclosed orally, in writing or by any other means or support, tangible or intangible (currently known or that may be known in the future as enabled by the state of the art and the technology) that, at any time, is provided by Chemo, directly or indirectly, whether prior to or after the execution of this Agreement, to the Consultant or to any individual or entity acting on behalf of the Consultant. The Confidential Information shall consist of, among others and without limitation, any features, designs, products, devices, commercial presentations, know-how, formulas, figures, photographs, drawings, images, reports, studies, clinical information, analysis, specifications, reports, customer lists, pricing information, findings, inventions and ideas or any other technology used or commercialized by Chemo. In particular, the information and documentation related to the Results shall be considered as Confidential Information. The Parties expressly agree that confidentiality shall not apply with respect to (i) information already known to the Consultant when received; (ii) information in the public domain when received or thereafter in the public domain through sources other than the Party hereto to which such Confidential Information was disclosed; (iii) information lawfully obtained from a third party not subject to any confidentiality obligation hereunder; (iv) compelled disclosures pursuant to Court order or similar legal or governmental process, in which case the Consultant shall notify Chemo, as soon as legally possible, of such circumstance; and (v) information that is



independently developed by Consultant as evidenced by written documents and provided that no Confidential Information or Intellectual Property Rights of Chemo has been used or applied in such development.

6.2. By virtue of this Agreement, the Consultant undertakes:

- (i) not to use, in whole or in part, the Confidential Information for any purposes (including, without limitation, for commercial or competitive purposes) other than the purpose established in this Agreement (i.e., the Services) and in favour of Chemo;
- (ii) at all times, to treat and hold the Confidential Information in secret and as confidential information and not to reveal or disclose them, whether directly or indirectly, in any manner whatsoever, to any third party, whether individual or legal entity, all of the foregoing, without the prior written authorization of Chemo. For these purposes, it shall be understood that the risk of theft, misplacement or loss of the Confidential Information shall be borne by the Consultant and, therefore, the Consultant shall be deemed liable under this Agreement in the event that the Confidential Information is disclosed to any third parties as a result of any of the above circumstances;
- (iii) to store the Confidential Information, and any copies that may have been made of it, in the strictest confidentiality and in a secure place in order to prevent access to said information by unauthorized third parties; and not to disclose, provide or authorize any advertising or announcement with the Consultant's own means or through any communication media, without prior written consent of Chemo; and
- (iv) upon the Confidential Information is no longer necessary for the Services or upon the specific request of Chemo, to return or destroy as specified by Chemo and within a maximum period of fifteen (15) calendar days (retaining no copies of such Confidential Information, except for as provided for under Clause 6.2.(v) below), all documentary formats (including electronic formats) that contain Confidential Information, and any compilations, notes, studies, memorandums or documents of any type, along with data of any type entered in any format or device, that have been compiled or used by the Consultant and that contain information or data related to the Confidential Information.
- (v) Consultant may retain one (1) copy of written materials of Confidential Information solely and exclusively for the purpose of ensuring compliance with Consultant's obligations under this Agreement.

6.3. These confidentiality obligations shall be applicable to the workers, employees, staff, self-employees, legal and financial and professional advisors, auditors and personnel of the Consultant, who shall be identified and shall execute a confidentiality

agreement that warrants the confidentiality and secrecy of the Confidential Information in the terms and conditions of this Agreement. In all cases, the Consultant shall be liable, at any moment and under any circumstance, of any breach of the obligations resulting from this Agreement, including in the event that such breach is attributed to one or several workers, employees, staff, self-employees, legal and financial advisors, auditors or personnel of the Consultant.

- 6.4. Likewise, and without prejudice to the compliance of the obligations contained in Clause 6.1.(iv) above, the obligations of confidentiality shall remain in force for a period of ten (10) years as from the date of termination of this Agreement (for any reason whatsoever).

7. Miscellaneous

- 7.1. The relationship between the Parties under this Agreement is that of independent contractors. This Agreement shall not create an agency, partnership, joint venture, employer or employee relationship, and nothing hereunder shall be deemed to authorize either Party to act for, represent or bind the other, except as expressly provided in this Agreement.

- 7.2. The Consultant shall not assign or subcontract, in whole or in part, the contractual position or the rights and obligations under this Agreement to a third party without the prior written authorization of Chemo. In the event of an assignment or subcontracting authorized by the Consultant, the Consultant shall be, in all cases, jointly and severally liable in front of Chemo and its affiliates for the compliance of all Clauses, rights and obligations under this Agreement assumed by the assignee or subcontractor.



Notwithstanding the foregoing, Chemo shall be entitled to assign, at any time, its contractual position, and its rights and obligations arising from the Agreement, in whole or in part, to any third party, in which case Chemo shall be obliged to inform the Consultant about such circumstance with, at least, five (5) calendar day prior notice.

- 7.3. The failure of any Party at any time to insist upon strict performance of any provision herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other provision at a future time. No waiver by either Party of a breach of any term of this Agreement by the other Party shall constitute a waiver of any other breach of this Agreement.
- 7.4. Should any provision of this Agreement be held to be invalid or unenforceable under applicable law, the validity and enforceability of the other provisions of this Agreement shall not be affected as long as the economic and legal substance of the transactions contemplated hereby are not affected in any material adverse manner on any Party. Upon such determination of invalidity or unenforceability, the Parties shall

negotiate in good faith a new provision that reflects the original intent of the Parties to the fullest extent permitted by applicable law.

- 7.5. All notices in relation to the enforceability or disputes related to this Agreement shall be in writing and shall be sent e-mail, courier or registered mail with acknowledgment of receipt to the other Party at the address of each Party as set out in the heading of this Agreement or such other address as may from time to time be notified in writing by that Party to the other.
- 7.6. Any modification to this Agreement shall be effective only if made in writing and signed by both Parties hereto.

8. Applicable Law and jurisdiction

- 8.1. This Agreement shall be governed and interpreted in accordance with the Laws of Spain.
- 8.2. The Parties shall submit any disputes that may arise in connection with this Agreement and any other related matter to the jurisdiction of the Courts of the city of Madrid (Spain), expressly waiving any other jurisdiction they might be entitled to.

In witness whereof, the Parties have executed the Agreement in two (2) original copies, in the place and on the date first above written. This Agreement may also be signed via PDF (Portable Document Format), in which case transmission, and signatures obtained in this manner shall be considered original.

CONSULTANT

Alberto Pacheco Castro

CHEMO RESEARCH, S.L.

DocuSigned by:

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Carlos Romero-Camacho
Legal Representative

DocuSigned by:

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Marta Burgaz
Legal Representative

Annex 1

Chemo is engaging the Consultant to provide Clinical Expert Support in the field of Andrology, with the specific objective to give clinical and scientific input to Chemo on the development of a non-hormonal vaginal contraceptive.

The Services

The Consultant shall evaluate and give scientific advice on several opportunities and projects related for the development of a non-hormonal vaginal contraceptive. This work will be done through online remote discussions and preparation of written reports.

In total, the Consultant is expected to spend a maximum of 10 hours' work.

Fees and Expenses

Chemo shall pay the Consultant 200 €/hour exclusive of value added tax.

Chemo shall also pay on behalf of the Consultant, or reimburse the Consultant, the following expenses that the Consultant incurs in connection with the Services:

- Transportation
- Meals, for a maximum of 20 €/meal

Authorizations and consents

Employer authorization required: the Consultant is required to obtain prior written approval from his/her employer in respect of the Services being provided and the agrees compensation that the Consultant shall receive. The Consultant shall provide Chemo with a copy of the written and signed approval (which could be a copy of this Agreement, counter-signed by his/her employer), as soon as is reasonably practicable, and in any event within five (5) days following the execution date of this Agreement.

If the Consultant does not provide Chemo with the employer authorization, the Consultant represents and warrants that he is not required to obtain any prior written approval from his employer, or any specific entity or authority, in order to perform the Services under this Agreement.

