

SERVICES AGREEMENT

Between:

1. **FISEVI (Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla)**

–, with head-office at Hospital Universitario Virgen del Rocío, [REDACTED]
[REDACTED] herein represented by Mr José Cañón Campos in the capacity of Managing Director, respectively (hereinafter referred to as “**FISEVI**”);

and

2. **NeuraLight Ltd.**, a company with head-office at [REDACTED], with identification [REDACTED], herein represented by Eitan Raveh, PhD and by Edmund Ben Ami in the capacity of Head of Clinical Affairs and of Chief Scientific Officer, respectively (hereinafter referred to as “**COUNTERPARTY**”);

Hereinafter collectively referred to as “Parties”,

Whereas

A. FISEVI is the beneficiary and responsible entity for the management of the research funds for the public health centres and institutions in the province of Seville, including the Instituto de Biomedicina de Sevilla –hereinafter referred to as **IBIS**).

A. IBIS holds expertise in the provision of services within the context of clinical research, amongst other activities through the research group led by Dr. Pablo Mir Rivera

B. COUNTERPARTY is a medical software company conducting, within the scope of its activities, and amongst others activities related with clinical research;

C. Within the scope of its activity, the **COUNTERPARTY** intends to conduct a non-interventional clinical study regarding the NeuraLight software-based platform (the “**Investigational Product**”), for which it is acting as sponsor and that shall be performed according to a protocol and any related amendments, as further defined in Annex A to this Agreement (“**Study**”);

D. COUNTERPARTY intends to engage **IBIS**, which has accepted, to render services related to the development and management of the Study, as set forth in this Agreement.

This services agreement (“**Agreement**”) is reciprocally agreed and freely accepted and shall be governed by the following clauses:

1. OBJECT

1.1. This Agreement establishes the terms and conditions pursuant to which **IBIS** will provide the services specified in Annex A to the Agreement (“**Services**”), to the **COUNTERPARTY** and that include, without limitation:

- Submission to the Regulatory Authorities (RA)
- Screening of patients
- Recruitment of patients
- Examination of patients according to study protocol
- Data management and monitoring activities

1.2. The Agreement also sets forth the terms and conditions applicable to the provision of additional services (“**Additional Services**”) by **IBIS** to the **COUNTERPARTY**, subject to the terms and conditions specified under Section 4.

2. STUDY

2.1. **COUNTERPARTY** retains the sole and complete regulatory responsibility as the sponsor of the Study, including, amongst others, *vis a vis* the competent authorities, as per the definition provided for under Law no. 21/2014 of 16 April (“**Clinical Research Law**”), should the Study be conducted in Spain, and/or under Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 on the approximation of the laws, regulations and administrative provisions of the Member States relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use, any transposing legislation that may apply in the country(ies) and under any other law or decree governing the performance of clinical trials and/or studies where the Study is conducted, (hereinafter collectively referred to as “**Clinical Research Acts**”) and under any other law or decree.

2.2. In what concerns the Study, and unless expressly provided for under this Agreement or any subsequent Work Order, or agreed upon in writing between the Parties, the **COUNTERPARTY** acknowledges and accepts that the **COUNTERPARTY** is exclusively liable for:

- (a) Any payments due in the context of the Study, namely for the remuneration of the Study Centre(s) and/or of the Investigator(s), without prejudice to what is provided for in Annex C;
- (b) Securing and maintaining, at its own expense, an insurance coverage in amounts appropriate to the execution of the Study, if required by the applicable law and regulations. The insurance coverage shall be in full force and effect throughout the performance of the Study and following termination to cover any claims arising from the Study. The insurance

- (c) Adopting any urgent and adequate measures to protect the participants of the Study against any risk to its safety and integrity during the execution of the Study or in any case related to the Study;
- (d) Providing, if applicable, the Investigational Product under Study and ensure that it was manufactured, stored and used in accordance with the applicable laws and regulations and any guidelines issued by the competent authorities for such purpose.

2.3. In what concerns the Study, and unless expressly provided for under this Agreement or in any subsequent Work Order or agreed upon in writing between the Parties, the **COUNTERPARTY** acknowledges and accepts that **IBIS** shall not be responsible for:

- (a) Defining the scope of the Study and the terms and conditions of its execution;
- (b) Any delays by the competent authorities in issuing decisions or rendering opinions, amongst others, those foreseen in the Clinical Research Acts and in the Clinical Research Law, whichever applicable;
- (c) The following aspects of the manner in which the Study is conducted:
 - (i) for any information provided, within the context of the Study by the **COUNTERPARTY** to the Study Centre(s), and/or to the Investigator(s) and/or to the investigational staff and/or to the Study participants;
 - (ii) for any information provided, within the context of the Study by the **COUNTERPARTY** to the competent authorities or any third party to this Agreement;
 - (iii) for all decisions, acts and / or omissions of the **COUNTERPARTY** within the context of the Study;
 - (iv) for compliance by the **COUNTERPARTY**, with all the applicable laws, regulations and guidelines applicable to the performance of the Study, including, amongst others, the Clinical Research Acts, the Clinical Research Law, European Regulation 2016/679 of April 27 2016 (“GDPR”), Good Clinical Practices, such as Guidance on Good Clinical Practice (CPMP/ICH/135/95) and the Helsinki Declaration, each as amended from time to time.

3. SERVICES & RESPONSIBILITIES

3.1. FISEVI through **IBIS** shall perform the Services as defined in Annex B to the Agreement, which specifies both the specific services and responsibilities of each party.

3.2. **IBIS** shall be exclusively responsible for the selection of the personnel which will perform the Services (“**Project Team**”) and shall ensure that they have the necessary qualifications, experience and expertise to render the Services. The members of the Project Team may be changed by **IBIS** or per **COUNTERPARTY**'s request. **IBIS** will be solely responsible for all taxes and payments required in respect to the performance of the Services by the Project Team, including, without limitation, contributions or taxes for unemployment insurance, pensions, worker's compensation, or other social security and related protection.

ccordance with (i) the terms of this Agreement, (ii) the **COUNTERPARTY's** written instructions, (iii) all applicable laws, rules, guidance and regulations applicable to Services provided herein, including, the Clinical Research Acts, the Clinical Research Law, GDPR, Good Clinical Practices, such as Guidance on Good Clinical Practice (CPMP/ICH/135/95) and the Helsinki Declaration, each as amended from time to time, and (iv) in a professional manner consistent with industry standards.

3.4. **COUNTERPARTY** will provide to **IBIS** all the necessary information and/or documentation required for the rendering of the Services.

3.5. The Parties agree that **IBIS** may appoint third parties as subcontractors to perform the Services, subject to **COUNTERPARTY's** prior written consent. In such case, **IBIS** shall inform the **COUNTERPARTY** of which Services are assigned to subcontractors. Despite this assignment, **IBIS** shall remain fully responsible before the **COUNTERPARTY** for the Services rendered by the subcontracted party.

4. ADDITIONAL SERVICES

4.1. The Parties agree that **IBIS** may be engaged by the **COUNTERPARTY** to render Additional Services within the scope of this Agreement.

4.2. For the purposes of Section 4.1., the Parties shall execute an amendment to this Agreement, which shall contain a description of the services to be rendered and the respective compensation to be paid by **COUNTERPARTY** to **FISEVI**.

5. FEES AND EXPENSES

5.1. In consideration for the performance of the Services, **COUNTERPARTY** shall pay to **FISEVI** the amounts set forth under Annex B, in the terms provided for therein.

5.2. Compensation for the provision of Additional Services, the respective payment term, as well as the potential reimbursement of expenses, shall be defined in the Work Order in which the Additional Services were engaged, as referred to in Section 4.2 of this Agreement.

5.3. Expenses incurred by **FISEVI** shall be reimbursed in the terms provided for in Annex B.

6. LIABILITY

6.1. Each Party shall be liable for breach of its contractual obligations under this Agreement, including any breach by any of its employees, sub-contractors and/or other representative(s) and shall indemnify the other Party for all losses, claims and damages resulting from any such breach of this Agreement.

6.2. Except in the event of fraud, wilful misconduct or gross negligence by **IBIS**, in no event shall **IBIS** be liable for breach of its contractual obligations, nor will it be obliged to indemnify the **COUNTERPARTY** if the breach is committed by **IBIS** as a result of complying with the **COUNTERPARTY's** instructions and guidelines. Without prejudice to the above, the Parties agree that **IBIS** is entitled to refuse to comply with any instruction and/or guideline given by the **COUNTERPARTY** if it considers that such instruction and/or guideline may infringe the

[REDACTED]. In such a situation (a) **IBIS** shall justify its refusal before the **COUNTERPARTY** and (b) no breach of contractual obligations may be attributed to **IBIS**.

6.3. Each Party (the “**Indemnifying Party**”) undertakes to indemnify, hold harmless and defend the other Party (the “**Indemnified Party**”) from and against any and all losses, damages, penalties, fines, charges, costs, expenses of whatever nature which the Indemnified Party may incur or suffer by reason of a third-party claim arising out of a breach by the Indemnifying Party of any of its warranties or obligations under this Agreement, breach of IBIS's privacy and data protection obligations hereunder, including the DPA, and any intellectual property infringement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. For the purposes of this Agreement, intellectual property shall include without limitation all rights to and any interests in any patent, design, trade mark, copyright, know-how, trade secret and any other proprietary right or form of intellectual property (whether protectable by registration or not) customer list, agreement, specification, formula, device, drawing programme, design, system, process, logo, mark or style (“**Intellectual Property**”).

7.2. All Intellectual Property rights that are made, conceived, reduced to practice, authored or otherwise developed solely or jointly by **IBIS** or by any of **IBIS**'s employees, agents, consultants or subcontractors under this Agreement, if applicable, belong exclusively to **COUNTERPARTY**, and shall be considered work made for hire (the “**Deliverables**”).

7.3. Each Party, as applicable, shall remain the sole owner of all Intellectual Property which is owned by or licensed to such Party prior to the commencement of this Agreement (the “**IBIS Intellectual Property**” or “**COUNTERPARTY Intellectual Property**”, as applicable).

7.4. **IBIS** hereby grants the **COUNTERPARTY** all ownership rights, title and interest in the Deliverables, and **IBIS** retains no right, title and interest in said Deliverables. To the extent that the **COUNTERPARTY**'s use or exploitation of any of Deliverables may require a license from **IBIS** to **IBIS** Intellectual Property or any other proprietary rights held by **IBIS**, **IBIS** hereby grants the **COUNTERPARTY** a fully-paid, royalty-free, perpetual, non-exclusive worldwide license to make use of the **IBIS** Intellectual Property or other proprietary rights held by **IBIS** to the extent necessary to enable **COUNTERPARTY** to make use of and exploit the Deliverables.

7.5. If the ownership in any of the Deliverables, as a matter of law, not vest in the **COUNTERPARTY** upon creation, then **IBIS** shall assign and does hereby irrevocably assign to the **COUNTERPARTY**, its successors, legal representatives all right, title and interest in, to and under the Deliverables to the extent that **IBIS** may have such rights, and **IBIS** shall have no right whatsoever in, to and under the Deliverables. To the extent that any right in the Deliverables may not under applicable law be assigned to the **COUNTERPARTY** as above, **IBIS** hereby waives any and all such rights in favor of the **COUNTERPARTY**, and **IBIS** shall not have any claim to any right, moral rights, compensation, royalties or reward in respect of any such Deliverables, including.

7.6. **IBIS** agrees and undertakes to take such action, during the term of the Agreement and thereafter, as the **COUNTERPARTY** may reasonably request, to evidence, transfer, vest or confirm the **COUNTERPARTY**'s right, title and interest in and to the **COUNTERPARTY** Deliverables. **IBIS**

ARTY and its duly authorized officers and agents to be IBIS's agents and attorney in fact to act for and on the behalf of IBIS and in his stead and to do any action and make any legal disposition in respect of the Deliverables, including without limitation, to execute and file any documents, and generally do everything possible to ensure that the COUNTERPARTY, its successors, legal representatives and assigns, obtain and enforce proper protection for the Deliverables in all jurisdictions, all the foregoing with the same legal force and effect as if executed by IBIS. IBIS further covenants and agrees that they will communicate to the COUNTERPARTY, its successors, legal representatives and assigns, any facts known to them representing the Deliverables, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the COUNTERPARTY, its successors, legal representatives and assigns, to obtain and enforce proper protection for the COUNTERPARTY Intellectual Property rights in said Deliverables.

7.7. Upon the request of either Party, all Intellectual Property shall be returned to the owner of said property after completion of the Services or of the Additional Services, if applicable, or following the early termination or expiry of this Agreement.

8. CONFIDENTIALITY

8.1. For the purposes of this Agreement, Confidential Information shall mean, without limitation, the Deliverables, any information, knowledge and/or data (including, without limitation, of an artistic, technical, scientific, non-technical, economic, financial, operational, commercial, accounting, legal, contractual or other nature), regardless of its format (oral, written, recorded or other) provided, by whatever means ("**Confidential Information**"), by one Party, including, the companies within its Group of companies, respective representatives, employees, consultants and/or staff ("**Disclosing Party**") to the other Party, including, the companies within its Group of companies, respective representatives, employees, consultants and/or staff ("**Receiving Party**"), in the context of this Agreement.

8.2. Subject to Section 12.5. below, until five (5) years after the expiry or termination of this Agreement, the Parties:

- (a) shall not use Confidential Information except for the purposes of performing the Services, the Additional Services, if applicable, and for conducting the Study;
- (b) shall not disclose Confidential Information to others, except to its employees, agents, consultants or subcontractors who require the Confidential Information for the purposes of performing the Services, the Additional Services, if applicable, and for conducting the Study and who are subject to binding obligations of confidentiality and restricted use at least as protective as those of this Agreement;
- (c) will protect the confidentiality of Confidential Information using at least the same degree of care used to protect its own confidential information; and
- (d) will notify the counterparty as promptly as practicable of any unauthorized use or disclosure of Confidential Information.

8.3. The obligations under Section 8.2. shall not apply to any Confidential Information that:

arty, prior to learning it from the Disclosing Party or under this Agreement, from a third party who does not owe any confidentiality obligation to the Disclosing Party, as demonstrated by written records predating the date it was learnt from the Disclosing Party or under this Agreement;

- (b) Is, at the date of execution of this Agreement, or becomes in the future, publicly available other than by an act or omission of the Receiving Party;
- (c) a third party discloses to the Receiving Party as a matter of right, without any restriction on disclosure, and without any breach of any direct or indirect obligation of confidentiality to the Disclosing Party, as shown by written records contemporaneous with such third party disclosure; or
- (d) can be shown by written records of the Receiving Party that it has been independently developed by the Receiving Party without reference to or reliance upon any Confidential Information.

8.4. Notwithstanding other sections of this Agreement, the Parties may disclose Confidential Information to the extent and to the persons or entities required under applicable laws, rules, regulations, guidance's or orders, provided that the Receiving Party: (i) to the extent permitted by law, first gives prompt written notice of such disclosure requirement to the Disclosing Party so as to enable it to seek any limitations on or exemptions from such disclosure requirement; and (ii) reasonably cooperates at the Disclosing Party's request in any such efforts.

8.5. Upon the earlier of: (i) the expiry or termination of this Agreement; or (ii) at the Disclosing Party's request for any reason, the Receiving Party will (a) immediately cease all use of Confidential Information; and (b) promptly, either return to Disclosing Party, or if instructed by it, destroy all Confidential Information, including any copies, extracts, summaries, or derivative works thereof, and certify in writing to the Disclosing Party the completion of such return and/or destruction.

8.6. In conformity with the obligation regarding "transparency" applicable to FISEVI by virtue of the Law 1/2014, 24 June on "Public Transparency in Andalucía", the present contract will be published to allow citizens and the society in general to have access to transparency of the activity, functioning and control measures of FISEVI. Being also the principles of personal data protection applicable, the publicity will proceed without indication of the personal data.

9. DATA PROTECTION

9.1. As part of this Agreement, each Party will have access to the personal data of the other party's signatories and representatives, and those data shall be processed for purposes of controlling the execution and management of this Agreement and the performance of applicable legal requirements. The data shall not be processed for any other purposes, and the Parties have fully complied with the legal requirements set forth in the GDPR, as complemented by any additional national and/or EU regulation requirements (including Law no. 58/2019 of 8 August and specific obligations established in Clinical Research Law), national and/or EU authorities' interpretations and guidelines on relevant rules, standard contractual clauses issued or approved by the EU Commission or competent authorities, as well as any relevant case law, as may be amended from time to time (the "Data Protection Framework").

signatories and representatives shall be stored for the duration of the contractual relationship between the Parties and/or any additional period that may be required to comply with any legal deadlines and/or the exercise or defence of legal claims.

- 9.3. The personal data of each Party's signatories and representatives shall be provided directly by the relevant Party and each Party shall be required to ensure the performance of any related legal obligations. Pursuant to the Data Protection Framework, each Party shall ensure that the data subjects are able to exercise their rights of access, rectification, deletion or restriction of processing, portability of the data, or opposition to processing.
- 9.4. Without prejudice to any other administrative or judicial appeal, each Party's signatories and representatives are entitled to submit a complaint to the National Data Protection Commission or any other relevant control authority under the law, should they believe that the processing of their rights violates the Data Protection Framework.
- 9.5. The Parties shall assist each other to ensure the fulfilment by the other Party's obligation to respond to signatories and representatives' requests and to defend against data subjects' claims. The Parties shall also provide contact details of their appointed data protection officers and both parties shall inform about any changes in this regard without undue delay. In case any Party has not appointed a data protection officer, to the extent allowed under the Data Protection Framework, the Party shall provide the other Party with the name of a designated contact for all data protection issues that fall within the scope of the Agreement.

IBIS:

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla

Address: [REDACTED]
[REDACTED]

E-mail: [REDACTED] :

NeuraLight LTD
[REDACTED]

- 9.6. Additionally, in the provision of the Services, and the Additional Services, if applicable, under this Agreement, **IBIS** will have access to personal data collected under the Study and will process the personal data on behalf of the **COUNTERPARTY** (Sponsor of the Study). Regarding these processing activities, the Parties undertake to observe the rules and comply with the terms and obligations established in Annex C to this Agreement (Data Protection Agreement).

10. AUDITS & INSPECTIONS

- 10.1. Throughout the term of this Agreement, **COUNTERPARTY**, or any third party designated thereof by the **COUNTERPARTY**, as well as the competent authorities may, at all-time within business hours, audit and inspect **IBIS**, so as to verify compliance with its contractual obligations under this Agreement, as well with all applicable laws, rules, guidance and regulations applicable to Services provided herein, including, the Clinical Research Acts, the Clinical Research Law, Law no. 12/2005, of January 26, Decree-Law no. 131/2014, of August 29, Decree

Regulation 2016/679 of April 27 2016 (“GDPR”), Good Clinical Practices, such as Guidance on Good Clinical Practice (CPMP/ICH/135/95), the Guidelines for Good Pharmacoepidemiology Practices, of the International Society for Pharmacoepidemiology (ISPE) and the Helsinki Declaration, each as amended from time to time. In the context of these audits and /or inspections, **IBIS** shall allow access to their systems, records and documents.

- 10.2. Should the audits or inspections provided for in the previous section be conducted by the **COUNTERPARTY**, or any third party designated thereof by **COUNTERPARTY**, a prior written notice period of (i) thirty (30) days in the ordinary course of business, and (ii) as soon as practically possible in the event of suspected breach, shall be given to **IBIS**.

11. ARCHIVING.

IBIS shall keep and hold a digital archive with all relevant information and documentation regarding the Study, the Services and, if applicable, the Additional Services rendered within the scope of this Agreement for the period of 15 years. Upon expiry of said period or upon **COUNTERPARTY's** request for any reason, **IBIS** will (i) immediately cease all use of documentation related to the Study, the Services and, if applicable, the Additional Services rendered and (ii) promptly return to **COUNTERPARTY**, or if instructed by **COUNTERPARTY**, destroy all documentation. **IBIS** shall be entitled to retain a copy of the documentation it deems necessary so as to demonstrate compliance with its legal and contractual obligations, provided that any copies so retained, shall remain subject to the obligations hereunder, for as long as retained.

12. TERM AND TERMINATION

- 12.1. This Agreement is effective as of the date of its last signature and will continue in full force and effect until the Services are fully performed, unless earlier terminated by **COUNTERPARTY** upon providing a 30-day' prior written notice to **IBIS**, in accordance with this Section 12.
- 12.2. In the event of breach of any of the provisions of this Agreement, the non-defaulting Party shall be entitled to terminate this Agreement by written notice, with immediate effects, by letter with acknowledgement of receipt sent to the defaulting Party, should the defaulting Party, having been notified to remedy the breach does not do so within a maximum thirty (30) days delay.
- 12.3. In the event of termination of the Agreement under this Section, regardless of its cause, should one or more Work Orders be under execution, the **COUNTERPARTY** may decide for:
- (a) The completion of the rendering of Additional Services by **IBIS**, under the terms and conditions of set-forth under this Agreement; or
 - (b) The automatic and immediate termination of all Work Orders and respective Additional Services, in which case **COUNTERPARTY** shall pay to **IBIS** the amounts due for the Additional Services delivered, and Expenses incurred until the termination date. For the avoidance of doubt, **COUNTERPARTY** shall (i) reimburse **IBIS** of any documented expenses/investments that **IBIS** may have incurred with a view to timely performing the Additional Services and which, as per the date of termination of the relevant Work Order, were not performed and (ii) pay to **IBIS** the amounts due in consideration for the

the date of termination of the Work Order, in the proportion of said performance.

12.4. In the event of termination of the Agreement under this Section, regardless of its cause, and notwithstanding any other right to which the Parties may be entitled to, **COUNTERPARTY** shall pay to **IBIS** the amounts due for the Services delivered and Expenses incurred until the termination date. For the avoidance of doubt, **COUNTERPARTY** shall (i) reimburse **IBIS** of any documented expenses/investments that **IBIS** may have incurred with a view to timely performing the Services and which, as per the date of termination of the Agreement were not performed and (ii) pay to **IBIS** the amounts due in consideration for the Services rendered, until the date of termination of the Agreement, in the proportion of said performance.

12.5. Sections 6, 8, 11, 12, 13 and 14 shall survive termination or expiration of this Agreement under this Section.

13. REPRESENTATIONS AND WARRANTIES

13.1. The Parties represent and warrant that they:

- (a) Have the full right, power and authority to enter into this Agreement and perform its obligations hereunder without the consent of any third party and without breach of any agreements with or obligations to any third party;
- (b) Have not entered into and will not enter into any agreement with or obligation to a third party inconsistent, incompatible, or conflicting with its obligations under this Agreement;
- (c) Will not, in the course the Study and during the rendering of the Services, use in any capacity the services of any natural person or entity who has been debarred or notified of potential sanction by the competent authorities in the applicable jurisdiction.

14. MISCELLANEOUS

14.1. **Governing law and jurisdiction.** This Agreement shall be governed and construed under the laws of the country at the seat of the defendant. In case of any dispute over the interpretation or the execution of this Agreement, the parties undertake to make every effort to settle their dispute by amicable agreement. If the parties are unable to settle a dispute arising out of or in connection with this Agreement, the territorially competent court shall be that of the place where the defendant resides. The applicable law will be the national law of the defendant court.

14.2. **Force Majeure.** Neither Party shall be liable for any delay or failure of performance to the extent such delay or failure is caused by unforeseeable events beyond its reasonable control and that by exercise of due diligence it is unable to prevent any delay or failure of performance under this Agreement, provided however, that the event is not a result of the asserting Party's negligence and that such Party uses and continues to use commercially reasonable efforts to overcome such circumstances. The asserting Party will also use its best efforts to resume performance as quickly as possible.

14.3. **Independent Parties.** The Parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties.

ARTY's name as a reference for prospective clients

or in professional literature relating to IBIS's capabilities upon COUNTERPARTY's prior written consent, in each case. Except for the foregoing, neither Party shall not use the name, trade name, trademark, or other designation of the other Party (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity, or other promotional activities without the prior written consent of the other Party.

14.5. **Notices.** Any notices given under this Agreement shall be made in writing through (i) registered mail to the address of the parties as mentioned below or (ii) by hand delivery against a delivery receipt or (iii) by e-mail, as follows.

For FISEVI

[Redacted contact information for FISEVI]

For COUNTERPARTY

[Redacted contact information for COUNTERPARTY]

The Parties shall communicate in writing any change to the above contact details no later than 8 days prior to its occurrence.

14.6. **Entire Agreement; Amendments; Waiver; Severability.** This Agreement, together with any attachments and exhibits referenced herein, set forth the complete, final and exclusive agreement between the Parties and supersedes and terminates all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. If any provision of this Agreement is judicially or administratively determined to be unenforceable, the provision will be reformed to most nearly approximate the Parties' original intent, but otherwise the Agreement will continue in full force and effect. No waiver of rights under this Agreement is effective unless in writing and signed by authorized representatives of both Parties. This Agreement, or any of its Exhibits, may not be altered, amended, or modified except by a written document signed by the parties hereto.

IN WITNESS WHEREOF, the Parties have entered this Agreement in two copies, by their duly authorized representatives.

[Redacted signature area]

Name: José Cañón Campos

Name: Edmund Ben-Ami

Title: Managing Director

Title: Co-Founder and CTO

Date: 9/8/2023

Date: 9/8/2023