

Professional Service Provider Agreement

by and between

**Asociación Mexicana de Industrias de Investigación
Farmacéutica, A.C.
Av. Cuauhtémoc 1481, 1st floor
Col. Santa Cruz Atoyac
Mexico, D.F., 03310**
(hereinafter referred to as "AMIIF")

and

**Pugatch Consilium,
88 Sheep Street Bicester,
Oxon, OX26 6LP, United Kingdom**
(hereinafter referred to as "Pugatch")

The parties agree as follows:

First. Subject of Agreement

Pugatch hereby agrees to elaborate for AMIIF an analysis of the value of regulatory data protection for incentivizing innovation in the life sciences in Mexico. The details and the timelines of the professional services to be rendered by Pugatch are set out in the Project Proposal date on February 15th, 2016, attached to this agreement as exhibit A.

Second. Parties obligations

Pugatch ' s obligations:

- Be fully responsible for the Services provided.
- Use its best efforts and knowledge in the development and providing of services.
- Provide all Services according to the level of quality, time and forms of presentation established and approved by AMIIF and Pugatch in this Agreement.

AMIIF's obligations

- Provide to all the necessary explanations for the provision of the Services purpose of this Agreement.
- Perform payments of the remuneration as provided in this Agreement.

Third. Remuneration

AMIIF shall pay Pugatch in return for performing the Services under this Agreement the total amount of USD 55,000 (fifty five thousand US Dollars), as follows:

50% upon execution of contract

50% upon delivery of final report

Additionally AMIIF will pay the travel budget for on-the-ground presentation in Mexico City of the final report. The total amount of this budget is estimate in USD 12,000 (twelve thousand US Dollars), which includes 1 member of staff, for one round trip in business airfare, hotel, incidentals and related transportation.

Fourth. Method of payment

AMIIF shall remit the remuneration to the bank account specified by the Pugatch.

Pugatch Consilium Ltd
company number 05925395
VAT number: 918-7493-80
Barclays Bank, International Corporate Banking
38 Hans Crescent, London, SW1X OLZ, United Kingdom
Account No. 10461911
Sorting Code: 204735
SWIFT Code: BARCGB22
IBAN: GB11 BARC 2047 3510 4619 11

Fifth. Compliance with Laws

Pugatch represents and warrants that it is now in compliance with, and undertakes that in performance of its obligations under this Agreement, it shall continue to comply with all applicable laws, including Mexican laws, regulations, directives and procedures, such as industry codes of practice, in particular those related to anti-bribery and anti-corruption.

Sixth. Confidentiality

During the performance of this agreement, including any extensions thereof, and for a period of ten (10) years after the expiration or termination of this Agreement, Pugatch, its employees, including, without limitation agents, and other personnel (including, without limitation, subcontractor and affiliates) (collectively, "Receiving Party") shall not disclose to any third party (other than Principal's designated parties) or use Confidential Information for any purpose other than that indicated in this Agreement without AMIIF's prior written consent. Notwithstanding the foregoing, obligations of confidentiality and non-use with respect to any Confidential Information identified as a trade secret by AMIIF shall remain in place for so long as the applicable Confidential Information retains its status as a trade secret under applicable Law.

Obligations of confidentiality and non-use shall no apply when:

- i. is known to the Receiving Party prior to receipt thereof under this Agreement, as evidenced by its written records;
- ii. is disclosed to the Receiving Party after acceptance of this Agreement by a third party who has a right to make such disclosure in a non-confidential manner; or
- iii. is or becomes part of the public domain through no fault or the Receiving Party.

Nothing in this Agreement shall be construed to restrict Receiving Party from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case Receiving Party shall give AMIIF prompt written notice (and in any case at least five (5) business days' notice) in order to allow AMIIF to take whatever action it deems necessary to protect its Confidential Information.

Pugatch shall hold confidential and ensure proper storage of any and all business and trade documents and other documents provided by the AMIIF, and in particular shall ensure that unauthorized third parties cannot gain access to these documents, unless legal obligations for disclosure apply.

Seventh. Term and termination

After this Agreement is signed by both parties, it remains in effect until all obligations stipulated in this Agreement have been fully rendered, in the understanding that Pugatch shall complete the Services subject matter of this Agreement within a maximum term of 6 months.

Eight. Copyright, Publication

With this Agreement and unless otherwise agree by the parties, Pugatch agrees that any copyrighted work or copyrighted material resulting from the Services rendered by Pugatch under this Agreement shall be owned by AMIIF, and thus AMIIF and its affiliates shall have an exclusive exploitation right of mentioned Copyrighted Work or copyrighted material resulting from the Services. This right of utilization includes the right to publish the Copyrighted Work, or a summary thereof, with proper reference to Pugatch as the author of the Copyrighted Work, and the right to make it available to third parties (e.g. to customers, business partners, lecturers, students, subscribers, conference

participants, etc.) in printed form, as a downloadable the file on the internet as well as non-editable PDF file.

Included in this of rights are furthermore the right of distribution (as a whole or in separate parts), the right of reproduction, the right of exhibition, the right of recitation performance and presentation, the right of broadcasting, the right or communication by means of video or audio recordings (including electronical types), the right of communication of broadcasts, the right of adaptation and transformation (including translations in other languages), the right of rental and lending as well as the rights asserted by a collective society.

Notwithstanding, the publication obligations and rights hereunder, neither party may use the existence or terms of this Agreement or the name of the respective other party in promotional materials, announcements or other kinds of public disclosure without the prior written consent of the respective other party.

Ninth. Independent parties

The relationship between the parties is one among independent contractual parties, and no party is entitled to represent the other party or both parties collectively.

Tenth. Final provisions

In the event that a provision of this Agreement is or becomes invalid or unenforceable, such invalidity or impossibility to enforce shall not affect the validity of the remaining provisions hereof. In the aforementioned case, the parties agree to replace an invalid or unenforceable provision by a valid and enforceable provision, which in spirit and purpose is as close as possible to, or corresponds to, the original provision. The same applies in case of contractual omissions.

No amendments to this Agreement are valid unless done in writing. The same applies to an amendment of this written form clause.

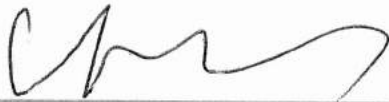
This Agreement is governed by Mexican law and any controversy or dispute resulting therefrom shall be resolved by the federal courts of Mexico irrespective to the parties' present and future domiciles.

AMIIF

Mexico City, March 7, 2016

Place, Date

Cristóbal Thompson.



Signature (and name in print)

Pugatch Consilium

United Kingdom, 4 March 2015

Place, Date

Meir P. Pugatch, Managing Director



Signature (and name in print)

Annex 1: Project Proposal: Incentivizing Innovation – The economic and societal value of regulatory data protection to Mexico's life sciences sector and Mexican Patients. Date February 15th, 2016