

AGREEMENT

This Agreement (“Agreement”) is entered into by and between SENS Research Foundation (“SRF”) and Aubrey de Grey (“de Grey”) (collectively, “Parties”).

Recitals

WHEREAS, SRF recognizes that de Grey is a pioneer, leader and visionary in the field of curing and preventing the diseases and disabilities of aging, and that his contributions to this field, and in the founding and evolution of SRF, have been substantial; and

WHEREAS, the Parties desire and agree on the importance of a clear understanding as to certain terms and conditions memorialized herein.

NOW, THEREFORE, incorporating by reference the foregoing recitals into their agreement and in consideration of the promises and mutual covenants herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties AGREE as follows:

Agreement

1. **Consultant Services.** When both SRF and de Grey declare readiness to proceed and have entered into a signed independent contractor agreement, de Grey shall provide services to SRF as an independent contractor. de Grey’s duties and deliverables shall be consistent with the strategy of SRF and determined by the Board of Directors, with input and advice from de Grey and the strategy subcommittee (made up of board members and staff). One of de Grey’s duties shall be to attend and participate in strategy subcommittee meetings. de Grey’s services shall be compensated at a rate of \$10,000 per month. It is envisioned that de Grey shall commence providing these consulting services to SRF between approximately December 6, 2021 and January 10, 2022, and the Parties will cooperate in good faith to accomplish a commencement date as early as reasonably possible within this period.

2. **Fitness for Duty Evaluation.** de Grey agrees to submit to and actively and honestly participate in any substance abuse evaluation conducted by a substance abuse professional (“SAP”) to which SRF refers him. SRF will not refer de Grey to any SAP with whom any SRF Board Member has a prior personal or professional relationship, unless that relationship has been disclosed to de Grey and he agrees to the selected SAP. de Grey shall have the right to make suggestions and recommendations as to the identity of the SAP, which suggestions and recommendations shall be considered in good faith by SRF. de Grey will contact the designated SAP to schedule the evaluation no later than seventy-two (72) hours after a SAP is identified to him by SRF, except if de Grey proposes one or more other SAP(s), then the seventy-two (72) hour period shall commence when SRF communicates to de Grey a final determination as to the identity of the selected SAP. de Grey will indicate to the SAP that he is scheduling a substance abuse evaluation in connection with his agreement with SRF. de Grey will schedule the evaluation to occur as soon as reasonably possible. de Grey will actively and honestly participate in good faith

in all aspects of the evaluation. SRF will pay for and cover expenses related to the substance abuse evaluation. SRF may seek coverage and payment from any applicable insurance providers.

3. Compliance With Recommendations. de Grey agrees to comply with any and all recommendations made by the SAP. Compliance with the SAP's recommendations may include, but is not limited to, the following:

- participating in and successfully completing any SAP-recommended education, counseling, rehabilitation and/or treatment and aftercare programs and providing proof acceptable to SRF of successful participation in and completion and full compliance with any such recommended treatment; and
- attending chemical dependency meetings such as Alcoholics Anonymous on a regular basis and, if requested, providing proof of attendance in a form acceptable to SRF.

de Grey agrees to complete recommended education, counseling, rehabilitation, treatment and after-care within the timelines identified by the SAP, program providers and/or by SRF in consultation with the SAP or program providers. Some portion of the costs and expenses relating to the recommended education, counseling, rehabilitation, treatment and/or after-care may be covered by applicable health insurance, but if and to the extent insurance does not cover all or part of such costs and expenses, SRF shall pay for or reimburse de Grey for these costs and expenses.

4. SRF Board Subcommittee. The SRF Board of Directors shall create a subcommittee to oversee and guide matters related to de Grey's fitness for duty obligations. The subcommittee shall be referred to herein as the "Fitness for Duty Subcommittee." The SRF Board of Directors may also charge the Fitness for Duty Subcommittee with oversight of matters related to de Grey's training, or the SRF Board of Directors may select a different board member or subcommittee for that purpose.

5. Authorization. By signing this Agreement, de Grey authorizes disclosure of any and all test results on tests requested or required by SRF and disclosure of this Agreement to the evaluating SAP and/or any providers working in conjunction with the SAP. de Grey agrees to complete any authorization and/or consent forms necessary for the members of the Fitness for Duty Subcommittee to communicate with the evaluating SAP and/or program providers to verify de Grey's compliance with this Agreement. Additionally, to the fullest extent permitted by law, de Grey authorizes the members of the Fitness for Duty Subcommittee to receive results on tests administered under this Agreement and/or requested or required by the SAP or providers, and to discuss de Grey's evaluation and care with the SAP and providers, and de Grey agrees to complete any forms necessary for the Fitness for Duty Subcommittee to do so. SRF agrees to have counsel or a human resources professional participate in live communications with the SAP. The Fitness for Duty Subcommittee shall use this information only for legitimate purposes related to the engagement of de Grey.

6. Training. The Parties agree and acknowledge the importance of training and education to the professional development of de Grey. Such training and education includes but is not limited to scientific matters related to curing and preventing the diseases and disabilities of aging, but also

includes (by way of example and not limitation) matters such as sensitivity, management, and workplace conduct training. Accordingly, a board member or subcommittee designated by the Board of Directors of SRF shall have the unfettered right to recommend to de Grey any training or educational program or course which this board member or subcommittee concludes will professionally benefit de Grey and/or SRF, and de Grey agrees to attend in good faith the recommended training or educational program(s) or course(s) at SRF's expense. This training obligation is an on-going obligation, and will continue if and when de Grey is engaged as an employee of SRF.

7. Public Relations. SRF and de Grey shall present a united front from a public relations and reputational perspective to repair damage caused during this past year, potentially including some public expression of remorse by de Grey in relation to his actions which were found as part of the third party investigations to be inappropriate, for the purpose of regaining trust from investors, stakeholders and the general public. de Grey shall cooperate in good faith with SRF (including staff, the Board of Directors, and SRF's outside vendors and advisors) on such matters. de Grey agrees to obtain specific approval from the SRF Board of Directors, or any subcommittee identified by the Board, prior to making any public statements, including but not limited to statements in any form of public (including social) media, regarding SRF. The scope of this prior approval obligation is to be interpreted broadly, and de Grey is strongly encouraged to seek approval if the contemplated public statement might relate even tangentially to SRF. If the SRF Board of Directors assigns and delegates this public relations work to a subcommittee, de Grey shall be given an opportunity to suggest who should be included on that subcommittee, and the Board shall consider in good faith any such suggestion(s). SRF agrees to give de Grey advance input into any public statements that SRF makes specifically about de Grey. During the period of the consultant relationship referenced above and any possible subsequent engagement of de Grey by SRF, SRF agrees that it will not make any public statement specifically referencing de Grey without de Grey's prior approval. For purposes of the prior sentence, public statements by SRF are those which expressly speak for SRF, such as press releases and statements on SRF's website.

8. Recordings. If de Grey has within his custody or control any audio and/or video recordings of communications with SRF Board Members, employees and/or consultants in which he did not have the express, knowing consent of all parties to the communication to make the recording, he will destroy all such recordings, including all copies, within three (3) days of entering into his Agreement. If de Grey has any audio and/or video recordings of communications with SRF Board Members, employees and/or consultants in which he claims to have the consent of all recorded individual(s) to make the recording, he shall identify each such recording to counsel for SRF within three (3) days of entering into this Agreement. de Grey agrees not to make or permit any recording, whether audio and/or video, of any SRF Board Member, employee and/or consultant at any time in the future unless de Grey has the express, knowing consent of every participant in the communication to do so.

9. Reengagement Conditioned Upon Compliance with Agreement. The Parties acknowledge and agree that de Grey may lose eligibility to be engaged in any capacity (including but not limited to employment) by SRF based on any: (i) failure to participate in good faith in any fitness for duty assessment described in this Agreement and/or failure to abide by the instructions and treatment recommendations of the SAP or any provider; (ii) failure to participate in good faith in any training or education program or course as directed pursuant to this Agreement; (iii) intentional, reckless,

knowing, or willfully negligent act or omission which causes harm, whether financial, reputational or otherwise, to SRF; and/or (iv) material breach of this Agreement. For the avoidance of doubt, the non-occurrence of any of the events described in subparts (i) through (iv), immediately above, does not mean de Grey will be re-engaged as an employee of SRF. If and when de Grey is made an employee of SRF, he shall be employed at-will.

10. Amendment and Waiver. This Agreement may be modified or amended only by way of a written instrument executed by de Grey and at least two-thirds of the members of the Board of Directors. No failure to exercise, and no delay in exercising, any right, power, or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude the exercise of any other right, power, or privilege. The rights and remedies of the Parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

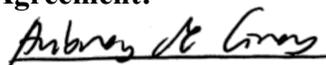
11. Enforceability. Should any provision of this Agreement be determined by a forum of competent jurisdiction to be wholly or partially illegal, invalid or unenforceable, it shall be modified as minimally necessary to render it enforceable and consistent with the intent of the Parties, as that intent can be gleaned from the terms of this Agreement. If this cannot be done, then that provision shall be deemed not to be part of this Agreement and the legality, validity and enforceability of the remaining provisions shall not be affected and shall be enforced according to their terms.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its principles of conflicts of law.

13. Entire Agreement As To Matters Herein. This Agreement contains the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior agreements and understandings (oral or written) between or among the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the Parties hereto have read, understand, and voluntarily agree to be bound by all of the terms in this Agreement:

DATED: December 7th, 2021



AUBREY DE GREY

DATED: December 8th, 2021

SENS RESEARCH FOUNDATION



BARBARA LOGAN
CHAIR, BOARD OF DIRECTORS



LISA FABINY
ACTING EXECUTIVE DIRECTOR

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