Subcontract Agreement

Andalusian Public Foundation for Health Research Management in Seville located in Seville, in the headquarters [redacted]
With VAT number [redacted] and represented by Mr. Jose Cañón Campos, in his capacity as Managing Director of the Foundation

– hereinafter the Subcontractor

and

FUNDACIÓN PARA LA INVESTIGACIÓN BIOMÉDICA DEL HOSPITAL UNIVERSITARIO RAMÓN Y CAJAL, located [redacted] with VAT [redacted] and represented by Mr. José Ignacio Flores Nicolás, The Director.

hereinafter referred to as **FIBioHRC**

Collecting center/ Subcontractor and FIBIOHRC will hereafter be referred to as 'Party' individually and 'Parties' collectively.

The Study will be conducted under the direction of Alvaro Pascual Hernández, PhD., ("Principal Investigator"). In the event Principal Investigator becomes unwilling or unable to perform the duties required by the Agreement, Collecting Center and Subcontractor shall attempt to agree upon a mutually acceptable replacement. In the event a mutually acceptable replacement is not available, then either party may terminate the Agreement upon thirty (30) days prior written notice to the other party.

FIBIOHRC understands that Principal Investigator, as Hospital Universitario Virgen Macarena employee, cannot be a party to the Agreement. However, Principal Investigator acknowledges that he has read the Agreement and understands his obligations thereunder as Principal Investigator of the Study.

[redacted]

1 Scope

1.1 *This SUBCONTRACT refers to the Study: On the in vitro activity of cefepime/VNRX-5133 (cefepime-taniborbactam) in comparison to other antimicrobials against Carbapenem Resistant Gram-negative pathogens in Spain", (Reference SIACT-1)" signed between Venatorx Pharmaceuticals, Inc., and FIBioHRC hereinafter referred to as "Sponsored Research Agreement", "SRA", and attached hereto as Attachment 1.*
Under this SUBCONTRACT the Parties will jointly conduct a project (hereinafter referred to as "Project") with the topic: *"In vitro activity of cefepime/VNRX-5133 (cefepime-taniborbactam) in comparison to other antimicrobials against Carbapenem Resistant Gram-negative pathogens in Spain".*

1.2 Unless otherwise specified in this SUBCONTRACT, the Subcontractor shall be obliged to perform its contractual obligations directly to FIBioHRC.

1.3 The responsibility for making adjustments to the scientific/technical content of this SUBCONTRACT shall rest exclusively with FIBioHRC. Any scientific/technical changes will be reviewed and approved by an appropriate Institutional Review Board. Such adjustments shall be discussed with and communicated to the Subcontractor immediately.

2 Aim of the project

The aims of the "SRA" Sponsored Research Agreement are to carrying out the <<provision of data on the *in vitro* antimicrobial activity, and that of commercially available comparator antibiotics, against a defined collection of recent clinical Carbapenem resistant Gram negative bacteria collected from hospitals in Spain>>.

3 Sponsored obligations of the Subcontractor

3.1 *Relationship to the "SRA" Sponsored Research Agreement.*
Notwithstanding any other terms of this SUBCONTRACT, the Subcontractor is obliged to ensure its compliance with the applicable terms of the Sponsored Research Agreement including its attachments in order to allow FIBioHRC to comply with its obligations of the Sponsored Research Agreement. This refers in particular, but not limited, to collect, store and transport isolates to the Central laboratory for Microbiology Investigations of bacterial isolates from different clinical origin:

- 25 enterobacterales
- 25 pseudomonas aeruginosa

3.2 The Subcontractor is obliged to use every reasonable measure to ensure that in performing the obligations under this SUBCONTRACT no third party intellectual property rights are affected or impaired. If, for the purpose of performing this SUBCONTRACT, it is necessary to use the intellectual property rights of a third party, FIBioHRC prior written approval for this course of action must be obtained.

3.3 *Performance of contractual obligations in the event that third parties are involved*
In general, the Subcontractor is obliged to perform the SUBCONTRACT in person by its own personnel. For this purpose, the Subcontractor shall provide personnel with the appropriate expertise.
The Subcontractor is also obliged to ensure it can provide at any time competent substitute personnel. The involvement of third parties for the purpose of performing this SUBCONTRACT shall be notified to FIBioHRC in advance. If FIBioHRC raises objections to the Subcontractor regarding the planned involvement of third parties, both Parties shall agree on an amicable solution.
In the event that a third party is involved, the subcontractor is obliged to ensure compliance on the part of the involved third party with all the conditions laid down in this SUBCONTRACT.
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3.4 *Cooperation with FIBioHRC*

FIBioHRC shall support the Subcontractor in the performance of the latter's contractual obligations arising from this SUBCONTRACT in the context of FIBioHRC contractual duties arising from the SRA "Sponsored collaboration Agreement".

FIBioHRC shall inform the Subcontractor immediately about any changes or additions to FIBioHRC contractual obligations under the Master Agreement.

4 FIBioHRC and Subcontractor's contributions to the Project

FIBioHRC contribution to the Project are the following activities and tasks:

1. Overall study management and first point of contact
2. Preparation of the study protocol, contracts and associated paperwork for Participating Laboratories (7 centers in total).
3. Logistics for isolate transfer from collecting centers to Central testing laboratory.
4. Direct payment of logistics costs.
5. Storage of submitted isolates after study completion.
6. clinical isolates resistant to Carbapenems will be studied and the resistance mechanisms will be described with phenotypic tests. (400 isolates).
7. Data handling and data management
8. Preparation of final report to the sponsor.

Subcontractor's contribution to the Project are the following activities and tasks:

1. Collection of isolates, (up to 50).
2. Provide requested information of isolates
3. Shipment of the isolates to the coordination center

5 Timeline

The Project is carried out according to the time schedule as agreed upon in the project description (Attachment 1).

6 Confidentiality

6.1 *Confidentiality in general*

The content of this SUBCONTRACT and the SRA" Sponsored Research Agreement is confidential except for the fact that the Parties cooperate in the Project. Without prior consent of the other Party this SUBCONTRACT may not be disclosed to third parties unless otherwise stipulated by an effective court decision or by any statutory provisions.

6.2 *Confidential Information*

The Parties are independently from each other in the possession of existing know how, intellectual property and business secrets (hereinafter referred to as ‚Information') that may be disclosed and/or used in the context of the Project.

Confidential Information is any Information that is disclosed (in writing, orally, electronically, as sample, etc.) to the receiving Party by the disclosing Party or that is observable in any other manner by the receiving Party. Written Confidential Information shall be marked 'confidential', orally disclosed Confidential Information shall be expressly defined as such.

Confidential Information shall be handled and stored with due care. It shall:

a) only be handed out to employees who need the Confidential Information in order to fulfill their duties in the context of the Project and who are subject to confidentiality obligations due to their employment;

b) not be used outside the area of control and not be published or handed over to third parties without prior written consent of the disclosing Party and

c) not be used for the receiving Party's own research, development or production purposes and not be used for the benefit of third parties.

6.3 *Exceptions*

The obligations under article 7 shall not apply to any information that:

a) was in the public domain or open to the public prior to signature of this agreement;

b) became public or open to the public for reasons other than an action or omission attributable to receiving Party;

c) was known by the receiving Party prior to disclosure;

d) was disclosed to the receiving Party prior to or after signature of this agreement by a third Party who was lawfully entitled to disclose the Confidential Information or

e) was independently developed by the receiving Party outside this R&D Project. Evidence shall be provided upon request.

6.4 *Term*

The confidentiality obligations regarding Confidential Information shall remain effective for 5 (five) years after the end of the Project unless the Parties agree to publish Confidential Information earlier (e.g. in the context of a Publication or application for Intellectual Property protection).

6.5 *Results of the Project*

The above mentioned confidentiality obligations are also applicable to results developed in the course of the Project (hereinafter referred to as 'Project Results').
Subject to deviation based on a written agreement between the Parties, the term of the confidentiality obligation regarding Project Results is limited to three (3) months after termination of the Project for each Party.

7 Publications

7.1 The Parties are obliged to notify each other in advance of any planned, oral or written publication touching upon Project Results and to submit the corresponding documentation to the other Party. The receiving Party may within 30 working days of receipt of the documentation raise reasonable objections. If there are no objections within these 30 working days the publication is deemed accepted by the receiving Party.

7.2 Objections of the receiving Party regarding a publication shall only refer to confidentiality obligations as set out in paragraph 6. If there are any objections the Parties cooperate to draft a mutually acceptable text version within 20 working days after the objection has been launched. Upon completion of these 20 working days the publication may continue provided that reasonable objections have been appropriately considered.

7.3 If the publication is or is part of an application for intellectual property rights (hereinafter referred to as 'IP Rights') of one of the Parties that Party may ask for a delay of the publication for three (3) months maximum after receipt of the relevant documentation.

7.4 If any Project Results are already protected by IP Rights they are available for publication from the date the application was first filed. Objections based on confidentiality obligations are no longer possible.

8 Property Rights and Rights of Use

8.1 *Existing Intellectual Property*
All existing IP Rights remain with the Party that brought them into the Project. The owner of such property informs the other Party of any rights of third parties, if any.

If any existing intellectual property or materials (such as samples, prototypes, etc.; hereinafter referred to as ‚Background') of one Party is used in the context of this Project such use is free of charge for the duration and the purpose of this Project. This applies no matter if such Background is registered, can be registered or is available as know how. The same applies accordingly to intellectual property or materials that are developed during the term of the Project but outside its scope (hereinafter referred to as 'Sideground').

8.2 *Mutual Reporting*
The Parties shall keep each other informed without being prompted to do so, for example in terms of progress meetings or reports about important information such as findings, inventions, developments and improvements as well as processes and methods derived by them within the scope of the Project, irrespective of whether or not these can be patented or whether or not they have copyright protection.

8.3 *Ownership and Use of Project Results*
Project Results belong to that Party whose employees have developed them.

The Parties do not expect that any Project Results capable of being registered as industrial property rights will be generated under the SUBCONTRACT. However, if such Project Results have been generated, the Parties will agree on protection, use and exploitation on a case by case basis in a separate written agreement, subject to the rights of use by and compensation for the Thrasher Fund according to the Master Agreement.

All Project Results that do not form part of an application for industrial property rights within three (3) months after the end of the SUBCONTRACT may be used independently by the Parties, subject always to the rights of use by and compensation for the Thrasher Fund according to the Master Agreement.

For all Project Results, the Parties enjoy a non exclusive, free, non transferable right of use without any time constraints with regard to teaching, research and knowledge transfer. The provisions in respect of confidentiality and publication in accordance with paragraphs 9.6 and 9.7 apply accordingly.

9 Responsibility, Guarantee and Liability

9.1 Dr. Rafael Canton Moreno of FIBioHRC is responsible for the overall Project coordination. SUBCONTRACTOR is responsible for and shall direct Álvaro Pascual Hernández to have oversight of Project coordination and for financial and technical reporting.

9.2 The Parties are obliged to notify their employees of any rights and obligations in the context of the Project. Given the case that employees of one Party work on the premises of the other Party compliance with instructions and rules of that Party are obligatory, in particular regarding confidentiality and occupational safety.

9.3 The Parties are obliged to apply due diligence to all work in the context of this Project in order to complete the Project successfully. They shall strive to reach the goals and achieve the results envisaged by the Project.

9.4 The Parties do not guarantee that they will achieve the aims intended in the Project or that the Project Results will be useable or complete or will be able to be used commercially.

9.5 To the fullest extent permitted by law neither Party makes any warranty, express or implied, concerning the copyrightable materials, services, samples, materials, inventions, or other deliverables supplied under this SUBCONTRACT, which are all provided "as is". The warranties that each party explicitly disclaims include the warranties of merchantability and fitness for a particular purpose, and any warranty of non infringement of any third party's intellectual property rights.

9.6 In relation to claims by third parties, for example for product liability or for damage caused by using the Project Results, the Party using the Project Results is solely responsible. The Parties are obliged to act responsibly. The Parties shall indemnify each other mutually from such third party claims.

9.7 The Parties are only liable for damage caused by themselves or their employees in the Project with intent or through gross negligence. Liability for minor negligence, loss of earnings, indirect and consequential damages is hereby excluded, provided this is legally permissible.

9.8 FIBIOHRC or Subcontractor warrant that it maintains a policy or program of insurance or self insurance at levels sufficient to support the indemnification obligations assumed herein. Such insurance shall provide comprehensive general liability insurance in amounts not less than $5,000,000 annual aggregate, and provide product liability coverage and broad form contractual liability coverage. FIBIOHRC or Subcontractor shall provide evidence of its insurance upon Institution's request. FIBIOHRC or Subcontractor shall provide at least thirty (30) days' prior written notice to Institution in the event of cancellation or any material change in such insurance. This provision survives termination or expiration of the Agreement

10 Costs and invoicing

Subcontractor shall be paid 40€/Strain.

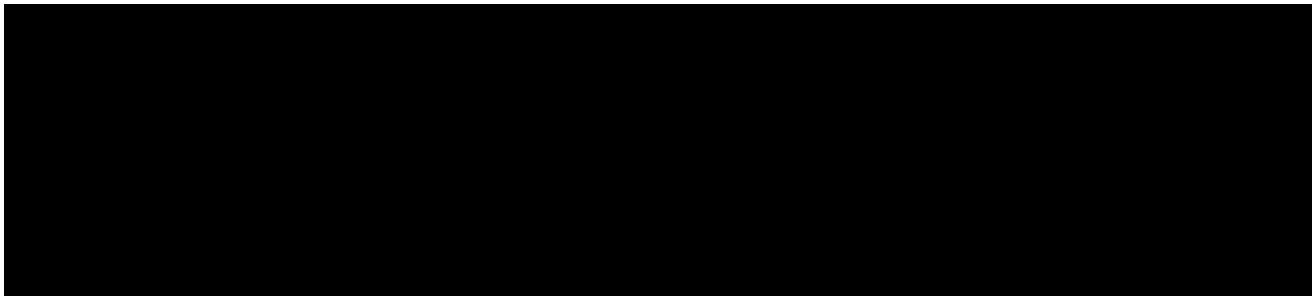
10.1 *Form of remuneration*
The Subcontractor's remuneration consists of a unique payment:

Total amount paid to Subcontractor shall be up to Two Thousand Euros (2.000. €), upon completion of the Services from Attachment 2, "Completion of the collection and shipment of a maximum of 50 consecutive non replicate isolates from different clinical origin to "FIBioHRC".

The Subcontractor shall issue the invoices to FIBioHRC.
FIBioHRC is obliged to pay the invoice within 30 days after receipt of invoice. (Invoices may include 21% VAT).

All payments for services provided by Subcontractor shall be guaranteed by Venatorx Pharmaceuticals, Inc.

Payments shall be satisfied to Subcontractors, according to the bank details provided by subcontractor Institution.



[redacted]

11 Changes and amendments to this agreement

This SUBCONTRACT may only be changed or amended in writing signed by authorized representatives of the Parties. This applies also to changes to or removal of this provision.

12 Notification

Any notification in respect of this SUBCONTRACT shall be made in writing and shall be addressed to the following contact person:
Contact person for notifications with a legal context:

- **FIBioHRC:** David Pérez Hafez [Fundación para la Investigación Biomédica del Hospital Universitario Ramón y Cajal, [redacted]
- **SUBCONTRACTOR** Amalia Villalobos Gómez [redacted]

13 Severability clause

If any provision of this SUBCONTRACT is wholly or partially held to be invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions will in no way be affected or impaired. The Parties shall replace the provision in question by a valid, effective and enforceable one that preserves their intent as much as possible.

14 Trademark/Use of Name

Neither party shall use the other party's name, nor issue any public statement about the Agreement, including its existence, without the prior written permission of the other party, except as required by law (and, in such case, only with prior notice to the other party). Such prior permission shall not be unreasonably withheld.

15 Term

This agreement enters into force after signature of both Parties on October 14, 2021.and ends when all participant centres reach the target number of isolates.

Any rights and obligations which by their nature or as expressly stated shall survive and continue after the expiration or termination of this Agreement will survive and continue, and will bind the Parties until such obligations are fulfilled.

16 Jurisdiction / applicable law

The Parties shall strive to settle their disputes regarding the Project amicably.
This SUBCONTRACT shall be governed by and construed and enforced in accordance with the laws of pain. In case of a dispute the place of jurisdiction is Madrid.

[redacted]

Signatures:

FIBIOHRC

[redacted]

SUBCONTRACTOR **READ and UNDERSTOOD**

[redacted]

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