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COLLABORATIVE RESEARCH AGREEMENT

THIS COLLABORATIVE RESEARCH AGREEMENT (the "**Agreement**") is made effective as of April 30, 2022 (the "**Effective Date**"). by and between Gilead Sciences, S.L.U., with a place of business at calle Vía de los Poblados 3, 28033, Madrid, Spain ("**Gilead**"), and Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI), located at Hospital Universitario Virgen del Rocío Ed. Laboratorios 6 Pl Avda. Manuel Siurot, s/n, 41013 Sevilla, Spain ("**Institution**"). Gilead and Institution may be referred to herein individually as a "**Party**", and collectively as the "**Parties**."

1. Study.

(a) Study Support. Institution designed a retrospective study with a protocol entitled "A cross-sectional study to assess long-term immunological and inflammatory consequences of dual antiretroviral therapy versus triple therapy based on integrase inhibitors plus two nucleos(t)ide analogs" (such protocol, the "**Protocol**" and such study, the "**Study**") to be conducted at Institution under the direction of Luis F. López Cortés, MD, PhD (the "**Investigator**"), an Researcher belonging to a Research Group managed by the Institution. For the avoidance of doubt, Institution shall be responsible for the acts and omissions of Investigator. Based on the scientific and medical merit of this Study, Gilead agrees to provide research support for the Study in an amount up to €175,249.65 EUR based on an anticipated 100 case reviews, under the terms and conditions of this Agreement. Institution acknowledges and agrees that, if requested, Gilead may assist with the Protocol and Study publication without any obligation to do so.

(b) Protocol and Informed Consent Form; EC Approval. Investigator shall finalize and be responsible for the Protocol and informed consent form (the "**Informed Consent Form**") or the applicable waiver of consent and/or authorization. When the Protocol is in final draft form and if any later changes are made thereto, Investigator shall provide Gilead with a copy of such final draft form and/or a subsequent form containing such changes, and a reasonable opportunity for Gilead to review and comment prior to its submission to the applicable Ethics Committee ("**EC**"), unless submitted prior to the Effective Date of this Agreement. Institution shall, however, have the full and final discretion and responsibility over the Protocol and Informed Consent Form, including any changes to them. Once Institution has obtained applicable EC approval, it shall send Gilead a final copy of the Protocol. Investigator shall also provide Gilead with any proposed amendments to the Protocol prior to its implementation for review of any potential change in the scientific and medical merit of the Study. Gilead agrees to use reasonable efforts to prevent disclosure of the Protocol (including any amendments thereto) to third parties before Study publication or early Study termination other than to those who need to know such information in the Protocol for purposes related to the Study or this Agreement or to the extent and to those persons required by Applicable Laws (as defined below) or by order or a court of judicial authority of competent jurisdiction.

(c) Conduct of the Study.

(i) Institution shall not commence the Study at any Study Site (as defined below) unless and until it has received applicable EC and regulatory approvals, as applicable, to do so.

(ii) Institution shall perform the Study under the direct supervision of the Investigator and in strict accordance with the Protocol and the terms and conditions of this Agreement, and in full compliance with all applicable supranational, national, regional or local laws, including the European Union General Data Protection Regulation, rules, regulations and guidances ("**Applicable Laws**") and the requirements of the EC

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approval, informed consent requirements, and requested and provided any investigator's brochure (or SPMC as applicable) for the Study. Institution represents, on behalf of itself and Investigator, that they have sufficient experience, capability, subject cases and resources, including appropriate personnel, facilities and equipment, to conduct the Study under the terms and conditions of this Agreement. Institution will not implement a change of Investigator without Gilead's prior written approval, which shall not be unreasonably withheld.

(d) Study Personnel.

(i) Institution represents and certifies that it shall ensure all of the personnel that may perform the Study, including Investigator, employees, agents, contractors or affiliates of the Institution, will comply with the terms and conditions of this Agreement. If Institution uses third parties to perform the Study, Institution shall contractually bind any such companies or institutions to applicable terms at least as stringent as those found herein, including without limitation the obligation to convey to Institution all title and interest to inventions generated as a result of conducting the Study so that Institution is able to comply with its license grant obligations as set forth herein. All personnel, employees, affiliates, agents, contractors, companies, and institutions described in this sub-section are referred to collectively as the "**Study Personnel**" under this Agreement.

(ii) Institution acknowledges that certain professional details, including, but not limited to, name, family name, position, company, address, telephone, fax and professional email relating to the Institution, Investigator, and other Study Personnel provided to Gilead under this Agreement will be processed, both manually and electronically, on one or more databases and will be used by Gilead for the purposes of administration of this Agreement in connection with the Study and in order to comply with any Applicable Laws. Professional details may be disclosed or transferred to Gilead, its affiliates and to representatives and contractors working on behalf of Gilead worldwide, and to regulatory authorities across the world in connection with this Agreement. Institution shall ensure that all necessary notices or consents are in place in order for Gilead to carry out such activities. Institution shall provide Study Personnel with notice substantially similar to the notice set forth in **Exhibit C**. Gilead agrees to comply with any written request authorizing review, correction or removal of such professional details in accordance with its Privacy Statement available at https://www.gilead.com/privacy-statement.

(e) Audits by Gilead. Institution shall allow Gilead's authorized representatives to visit Institution's facilities where the Study is conducted, to the extent affecting Gilead or pertaining to any Gilead product, at reasonable times during normal business hours and with reasonable advance notice to observe and verify Institution's compliance with this Agreement and to review the work being performed for the Study, to inspect the facilities which are being utilized in the Study, including having access to all relevant records that do not contain any personal data, including the Study data, as needed. Gilead will keep confidential any personal health information of subjects erroneously provided or accessed during such audit. Any access to Institution's facilities, records or systems granted to Gilead will be in accordance with Institution's guidelines to the extent (i) Institution provides a copy to Gilead in advance of such access and (ii) such guidelines do not conflict with Good Clinical Practice (GCP), Applicable Laws and Anti-Corruption Laws (as defined below), the Informed Consent Form (as defined below), or terms of this Agreement.

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(f) Multi-Center Study. If at any time the Study becomes a multi-center Study, Institution agrees that each site involved in the Study (each a "**Study Site**" and collectively "**Study Sites**") shall, prior to beginning the Study, enter into a written agreement with Institution regarding its participation in the Study that shall ensure Study Site compliance with applicable data protection regulations and shall ensure that consent is obtained from Study Personnel as stated in clause 1(d) (ii). Institution and Investigator shall be solely responsible for the conduct of the Study at all Study Sites, and shall ensure that the Study Sites comply with the terms and conditions of this Agreement and all Applicable Laws. Upon request by Gilead, Institution and Investigator shall provide a list of participating sites and any updates thereto. Institution shall prepare the form of the agreement to be used with the Study Sites, which shall not conflict with Gilead's rights as set forth in this Agreement.

2. Gilead Duties.

Gilead will be responsible for:

(a) Financial support as described in Section 7 in accordance with mutually agreed milestones described in this Agreement (Exhibit B), as well as follow up on quarterly progress report as describer hereafter.

(b) First point of contact for medical and scientific questions (including safety related questions) related to Gilead products, if required, such as relevant Institution changes on the study design, or any need of supporting documentation about Gilead products in relation to this agreement (i.e. Investigator Brochure).

(c) Receipt of safety information per Section 4 and management of such safety data in accordance with internal Gilead procedures.

(d) Initial review of the publication of the study results as described in this agreement.

3. Regulatory Obligations.

(a) Sponsor. Institution, not Gilead, is the sponsor of the Study and is solely responsible for designing, conducting, directing and monitoring the Study in compliance with Applicable Laws, including Royal Decree Legislative 1/2015 approving the consolidated text of the Law of Guarantees and rational use of medicines and healthcare products, Royal Decree 1090/2015, of December 4th , regulating clinical trials with medicines, the Ethical Committees for research with medicines and the Spanish Registry of Clinical studies and Royal Decree 957/2020, of 3 November, with the guidelines regarding post authorization observational studies for medicines of human use. Institution and Investigator shall not represent to any third party, including Study subjects, that Gilead is the sponsor of the Study. Institution is solely responsible for all aspects of the Study including: (i) all regulatory and safety matters and (ii) any and all reporting obligations and/or public registration requirements. Gilead's research support of the Study imposes no obligation, express or implied, for Institution or Investigator to purchase, prescribe, provide favorable formulary status for, or otherwise support any Gilead product.

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(b) Regulatory Filings. As the sponsor of the Study, Institution is responsible for all necessary regulatory approvals for the Study, and shall prepare, file and hold all applicable regulatory approvals for the Study. Institution is also solely responsible for all regulatory obligations associated with the Study, including the collection and submission of all applicable regulatory information (including adverse events) to the Spanish Medicines and Healthcare Products Agency, and any other appropriate regulatory authorities. Institution shall provide to Gilead a copy of any and all regulatory filings and correspondences for the Study to the extent affecting Gilead or pertaining to any Gilead product. In addition, Institution shall be responsible for obtaining any required proper import licenses and regulatory clearance and for the compliance of the Study with all Applicable Laws.

(c) Informed Consent and Data Privacy Laws. If a waiver of consent and/or authorization is not granted for the Study, Institution and Investigator must obtain proper informed consent for each subject whose medical file is reviewed during the course of the Study before the Study begins using the Informed Consent Form approved by EC (the patient informed consent so obtained, the "**Informed Consent**"). Institution shall ensure that each such Informed Consent and any personal data processing operation is in compliance with General Data Protection Regulation, Organic Law Spanish Organic Law 3/2018 on Protection of Personal Data and Guarantee of Digital Rights ("**Spanish Data Protection Act**") and any regulations developing such laws and sufficient to permit the use of the Study data and results as contemplated under this Agreement. Likewise, the Institution and the Investigator shall comply with the provisions of Law 41/2002, of 14 November, regulating the autonomy of the patient and the rights and obligations regarding the information and clinical documentation. Institution and Investigator must keep records of such documentation.

(d) Study Registration. Institution shall be responsible for determining whether any Applicable Laws require that the Study be registered publicly. If Applicable Laws require registration of the Study, Institution agrees to register the Study and the results in accordance with such Applicable Laws and to notify Gilead of the registration once it has been completed. Institution understands that the failure to register the Study, if required by Applicable Laws, may result in Institution's inability to publish the results of the Study.

(e) Notification of Regulatory Investigation. Institution shall provide Gilead with a copy of any correspondence to or from any government health authority related to the Study to the extent affecting Gilead or pertaining to any Gilead product or Institution's or Investigator's inability to perform clinical research. Institution and Investigator shall promptly notify Gilead of any regulatory action or inquiry into the Study, including any audit or inspection. Gilead shall have the right to be present in an advisory capacity at any such audit and/or inspection to the extent affecting Gilead or pertaining to any Gilead product and shall have the opportunity to provide, review and comment on any responses that may be required to the extent affecting Gilead or pertaining to any Gilead product, which comments shall be considered in good faith by Institution without any obligation to incorporate any Gilead suggestions.

4. Safety Data Reporting. Drug safety definitions used in this Agreement shall be interpreted in accordance with **Exhibit A**.

(a) Unless otherwise specified with particularity in the Protocol, Institution represents that it will not be reviewing cases for safety data and that none is anticipated from the Study. If, however, Institution learns of any safety data in the course of conducting the Study, Institution shall be responsible for the

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management of safety data from the Study and any associated regulatory reporting obligations for individual or periodic safety reports to the appropriate authorities and clinical investigators and applicable EC, in compliance with all Applicable Laws and the requirements of the EC.

(b) If learned in the performance of the Study, Institution shall alert Gilead Global Patient Safety (GLPS) at the address below of any potential safety issues or any Protocol amendments or changes to the Informed Consent Form arising from a safety concern associated with any Gilead product within fifteen (15) calendar days of first becoming aware of such event.

(c) If learned in the performance of the Study, Institution shall report in English all serious adverse events (SAEs) and Special Situations Reports (SSRs) with respect to any Gilead product to Gilead GLPS within fifteen (15) calendar days of first becoming aware of any such safety information and in accordance with all Applicable Laws. All reports addressed to Gilead under this Section must be sent to the attention of:

Gilead Sciences S. L. U.
Global Patient Safety
Parque Empresarial Cristalla
Edificio 7/8, planta 6
C/Via de los Poblados, 3
[redacted]

(d) Upon Gilead's reasonable request, Institution shall provide any additional information required to perform medical assessments of any safety information provided to Gilead. Institution shall provide Gilead all reasonable assistance in providing any further information requested by Gilead. Gilead shall send any such request for additional information to:

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI)
Avda. Manuel Siurot, s/n
41013, Sevilla, Spain
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(e) Institution shall be responsible for the preparation of any periodic safety reports required for the Study (e.g. the Development Safety Update Report). For the avoidance of doubt, Gilead does not wish to routinely receive copies of such periodic safety reports.

(g) Except for any periodic safety reports required for conduct of the Study, Institution shall provide Gilead with a copy of all safety related reports submitted to government agencies, as well as any safety related correspondence with such authorities related to the Study.

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5. Study Data; Publication.

(a) Study Data. Institution owns all data and results generated under the Study ("**Study Data**"). At Gilead's reasonable request, Institution shall provide Gilead with an informal quarterly update on the status of the Study (e.g., progress of Study activities, deliverables, publication, etc.) from Effective Date until the Study has been completed, and at Gilead's request, any other information about the Study required for Gilead to comply with all Applicable Laws. Without limiting the foregoing, Institution shall provide Gilead with: (i) a copy of the Publication (as defined below); or (ii) if there is no acceptance of the Publication submitted, a copy of the manuscript submitted for publication; or (iii) if the Study was not completed, a summary of Study findings data prior to receiving the final milestone payment. If requested by Gilead, Institution shall provide Gilead with supporting aggregated Study Data and analyses for the Publication, manuscript, or summary of Study findings provided under this Section. In addition, Gilead shall have access to all other pseudonymized Study Data in electronic, upon request, if needed by Gilead for regulatory or risk management evaluation purposes. Institution hereby grants Gilead a non-exclusive, irrevocable, worldwide, perpetual, fully paid-up, royalty free license, with the right to sublicense to Gilead affiliates, bona-fide third-party research collaborators and service providers working for the benefit of Gilead, to use all such Study Data and reports for any lawful purpose.

(b) No Patient Identifiable Information. Institution shall ensure that there will be no patient identifiable information in any Study Data, report, summary, or finding it provides to Gilead in accordance with this Agreement, except as required or permitted by Applicable Laws or as authorized in the applicable Informed Consent Form.

(c) Publication. Institution represents and certifies that the Study is intended to contribute knowledge to the medical community and Institution intends to submit the Study Data for publication in a peer-reviewed journal and/or present data and results at a medical conference ("**Publication**"), provided that, Institution provides Gilead with a copy of any proposed Publication, including, but not limited to, manuscripts and abstracts, as well as a summary of any presentation relating to the Study at least thirty (30) business days in advance of any submission for publication and seven (7) business days in advance of any submission for any scientific meeting for review and comment, which Institution and Investigator shall consider in good faith without any obligation to incorporate any Gilead suggestions. Upon Gilead's reasonable request, Institution shall remove any Gilead Information (as defined below) from such manuscripts, abstracts and/or presentations, except for any such information reasonably necessary to the appropriate scientific presentation or understanding of the Study results for acceptance by peer reviewed journals. Upon written request from Gilead, Institution shall delay such Publication, presentation or disclosure for a maximum of an additional sixty (60) days in order to protect the potential patentability of any Invention (as defined below) described therein. Institution shall adhere to the *Recommendations for the Conduct, Reporting, Editing and Publication of Scholarly Work in Medical Journals* established by the International Committee of Medical Journal Editors. In any Publication of the study results, it will be disclosed the support of Gilead. Gilead agrees to use reasonable efforts to prevent disclosure of any proposed Publication to third parties before its publication or presentation other than those who need to know such information in the Publication for purposes related to the Study or this Agreement or to the extent and to those persons required by Applicable Laws or by order of a court or judicial authority of competent jurisdiction.

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(d) Use of Study Data by Institution. Institution shall not use or permit others (other than Gilead) to use non-public or unpublished Study Data that involves any Gilead product for or in support of any commercial endeavor or use benefiting any third party commercial entity. Subject to all applicable terms of this Agreement, Institution shall be free to use Study Data for its own non-commercial teaching, research, education, clinical patient care and publication in accordance with this Agreement. Institution may disclose such non-public and unpublished Study Data solely to the extent required for the purpose of licensing any Invention (as defined below) to a third party as permitted under this Agreement.

6. Provision of Study Drug. Gilead is not providing Study drug under this Agreement.

7. Financial Support.

(a) Gilead will provide financial support to the Institution in accordance with the budget and payment schedule set forth in Exhibit B (the "**Budget and Payment Schedule**"). For the avoidance of doubt, no fee or compensation is payable by Gilead directly to Investigator or other Study Personnel under this Agreement. Institution will complete and return a Supplier Information Form to Gilead as a precondition to Institution receiving payments under this Agreement. Institution's sole payee is Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI).

(b) For each payment due, Institution shall provide Gilead with an invoice to either one the following addresses including a reference to the Study number CO-US-380-6421 and, if provided by Gilead, the purchase order number:

Hard copy invoices sent by post:
Gilead Sciences, S.L.U.
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(c) Gilead shall make payment on the undisputed portion of the invoice within thirty (30) days after the receipt of such invoice in accordance with the payment instructions as detailed in the Supplier Information Form received from Institution. In the event of any disputed portion of any invoice, the Parties shall negotiate in good faith to resolve the disputed portion.

(d) Gilead's financial support of the Study is based on the anticipated activities and costs set forth in the Study budget attached as Exhibit B (the "**Study Budget**"). If the actual activities or costs are fewer or less, respectively, Gilead shall have the right to receive a pro rata refund for any such payment or reduce future payments accordingly.

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(e) Institution shall apply the financial support paid by Gilead solely for the Study, and Institution shall refund to Gilead any funds that are not earned in accordance with the Study Budget upon Study closeout pursuant to Institution's policies and procedures. Institution shall not bill any third parties, nor shall Institution seek any reimbursement for the cost of services funded or items purchased through the use of the research support provided under this Agreement. Institution shall not seek reimbursement from Gilead for any services or items which may be reimbursed by any other third party, including under the National Health System ("Sistema Nacional de Salud") or Regional Health Authorities or programs (from autonomous communities).

(f) Upon any early termination of the Study or this Agreement, Institution will promptly provide Gilead an accounting for all Study expenses actually incurred through the effective date of termination of the Study or this Agreement consistent with the Study Budget, together with reasonable supporting documentation. This accounting shall be in reasonable format for purposes of reconciling against the price-cost grid of the Study Budget. Gilead will promptly review this accounting and will notify Institution of its approval or of any disputed amounts in consistent with the Study Budget. The Parties will discuss in good faith and will use reasonable efforts to resolve any disputed amounts. Following receipt of an approved accounting or upon mutual agreement of the aggregate amount payable hereunder, and after delivery of all deliverables in accordance with this Agreement, Gilead will promptly pay Institution, less all prior payments hereunder, for:

(i) unpaid and undisputed amounts for Study related activities properly completed in accordance with the Study Budget and this Agreement and incurred through the effective date of early termination of the Study or this Agreement; and

(ii) expenses resulting from reasonable non-cancelable obligations properly incurred in accordance with the Study Budget and this Agreement through the effective date of early termination of the Study or this Agreement; provided Institution used reasonable efforts to cancel after notice of termination.

If, however, the prior payments hereunder exceed the total amount of the approved accounting or mutual agreement of the aggregate amount payable hereunder, Institution shall promptly refund the difference to Gilead.

(g) The research support provided does not include funding to purchase or rent any capital equipment to conduct the Study.

8. Confidentiality of Information.

(A) Confidentiality and Non-Use. "Gilead Information" means any and all confidential or proprietary information that is disclosed or provided by or on behalf of Gilead to Institution (including but not limited to Investigator) in connection with the Study. Gilead will use reasonable efforts to identify as confidential at the time of disclosure any Gilead Information disclosed in written, oral or tangible form to the Institution or Investigator; provided, however, that the failure to do so shall not constitute a designation of non-confidentiality when the confidential nature is apparent from context and subject matter or when the

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information is such that a reasonable person would conclude it to be confidential and proprietary property of Gilead. Gilead may disclose Gilead Information to Institution as Gilead determines, in its reasonable discretion, is necessary for the conduct of the Study. The Institution shall use all Gilead Information solely to perform the Study. Institution shall maintain Gilead Information in confidence and shall not (i) use Gilead Information for any purpose other than its performance of the Study, or (ii) except as provided herein, disclose Gilead Information to any third party, without Gilead's prior written permission. Institution shall only permit access to Gilead Information to the Investigator and such other Study Personnel having a need to know such information, for the sole purpose of performing the Study. Institution shall ensure that the Investigator and each such other Study Personnel are bound by confidentiality and non-use obligations at least as restrictive as those contained herein, and Institution shall be liable to Gilead for any breach of such confidentiality and non-use obligations by the Investigator or any Study Personnel. As between the Parties, the Gilead Information shall be and remain the sole property of Gilead. Upon termination or expiration of this Agreement, Institution and Investigator shall promptly return to Gilead all Gilead Information and copies thereof, except that Institution may retain one (1) copy solely for the purpose of monitoring its surviving obligations under this Agreement and as required by its regulatory or record retention policies.

(b) Exceptions. Institution's confidentiality and non-use obligations hereunder shall not apply to any information that: (i) is or becomes publicly known other than through a breach of a duty of confidentiality to Gilead; or (ii) Institution can demonstrate, through written documentation: (A) was received by Institution in good faith and free of any obligation of confidence from a third party not under a duty of confidentiality to Gilead; (B) was in Institution's rightful possession, free of any obligation of confidence, prior to disclosure by Gilead hereunder; or (C) was independently developed by employees of Institution without access to the Gilead Information disclosed hereunder.

(c) Permitted Disclosure. Notwithstanding the foregoing, Institution may disclose Gilead Information to the extent such disclosure is required by order of a court or government agency having competent jurisdiction; provided that, if any information is required to be disclosed pursuant to this sub-section, Institution shall promptly notify Gilead in writing prior to such disclosure, shall disclose only what is reasonably necessary to comply with such order, and shall use reasonable efforts to cooperate with Gilead to allow assertion of whatever exclusions or exemptions may be available to it under Applicable Laws and/or to seek confidential treatment or a protective order regarding such disclosure.

(d) Confidentiality of Agreement. The Parties agree to maintain as confidential the terms and conditions of this Agreement, except as expressly permitted herein.

(e) Institution Information. Institution shall retain ownership and/or control of its internal proprietary or confidential information that relates solely to Institution's business, including Institution's internal financial information, and Institution's business processes developed outside the performance of the Study under this Agreement ("**Institution Information**"); provided, however, that Institution Information is not related to or does not include Gilead Information. Gilead shall treat Institution Information as confidential and shall not disclose such information to third parties other than those who need to know such information for purposes of the Study or this Agreement or to the extent and to those persons required by Applicable Laws or by order of a court or judicial authority of competent jurisdiction.

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(f) Period of Confidentiality. The obligations of confidentiality and non-use herein will survive for a period of seven (7) years after expiration or termination of this Agreement.

9. Intellectual Property and Patents.

(a) Inventions. Institution shall promptly disclose to Gilead any and all inventions, discoveries, technology, or improvements that are derived from or made using any Gilead product and are conceived by Institution, Investigator or any other Study Personnel, whether solely or jointly with Gilead, in the course of performing the Study or made using any Gilead product or Gilead Information (collectively and together with all intellectual property rights therein, the "**Inventions**").

(b) Ownership, License and Option.

(i) Ownership of Inventions arising in connection with the Study shall be determined in accordance with inventorship under U.S. patent law. Institution shall solely own any and all Inventions made solely by or on behalf of Institution, Gilead shall solely own any and all Inventions made solely by or on behalf of Gilead, and Institution and Gilead shall jointly own any and all Inventions made jointly by or on behalf of both Parties, with each Party owning an undivided half interest in and to such jointly-owned Invention, with the right to practice and exploit such Invention without the duty of accounting or seeking consent from the other Party.

(ii) Prior to beginning the Study, Institution shall ensure that each of its employees, agents, personnel, and any Study Personnel performing any part of the Study, including, without limitation, the Investigator and any other Study Personnel, shall have a legal obligation to assign all Inventions (including all intellectual property rights thereto) to Institution so that Institution can comply with its obligations under this Section, and Institution shall promptly obtain such assignments.

(iii) Institution hereby grants to Gilead a perpetual, irrevocable, royalty-free, fully-paid, worldwide, non-exclusive license, with the right to grant sublicenses to Gilead affiliates, bona-fide third-party research collaborators, and service providers working for the benefit of Gilead, under Institution's rights in any and all Inventions to make, have made, use, import, offer for sale and sell the Invention. In addition, Institution hereby grants to Gilead the exclusive option to obtain an exclusive license under a separate agreement to all such Inventions for such purposes, which option may be exercised by Gilead for any particular Invention by notice to Institution within one hundred twenty (120) days after the later of the disclosure of such Invention to Gilead or the end of the Study. If Gilead so notifies Institution within such time period, Institution shall thereafter negotiate exclusively and in good faith with Gilead the commercially reasonable terms of an agreement under which Institution will grant Gilead such an exclusive license. If the Parties negotiate the terms of, but do not enter into an agreement for the grant of an exclusive license, Institution is not permitted to enter into any agreement for the grant of an exclusive license with any third party with respect to the Invention on terms and conditions that, taken as a whole, are materially more favorable to the third party than the terms and conditions last offered by Institution to Gilead.

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(c) No Implied License Grant. Other than as expressly provided herein, nothing in this Agreement grants or conveys to either Party any ownership interest or license in intellectual property belonging to the other Party that exists prior to the Effective Date of this Agreement.

10. Indemnification.

(a) Disclaimer of Liability. In no event shall Gilead be liable to Institution or for any third party claim against Institution for any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with this Agreement. Gilead shall not be liable for Gilead's review of, comments to and/or approval of the Protocol, any amendments to the Protocol and any similar documents related to the Study. Institution shall retain final decision-making authority with respect to, and shall remain solely responsible and liable for, the Study, the Protocol, any amendments to the Protocol, the Informed Consent Form, and any similar documents related to the Study, including without limitation any changes proposed by Gilead and agreed to and incorporated therein by Investigator or Institution. Further, Gilead will in no event have any obligation or liability whatsoever for any injuries or loss occurring during or arising in connection with the Study, including without limitation, for subjects' medical care or any cost or expense related to such care.

(b) Institution Indemnity. Institution shall indemnify, defend, and hold harmless Gilead and its officers, employees and agents from any liabilities, losses, demands, causes of action, costs and expenses (including reasonable attorney fees) related to any third party claims which arise as a result of Institution's design and conduct of the Study, including infringement of applicable Spanish data protection regulations, including General Data Protection Regulation, Spanish Data Protection Act, its developing regulation and any law that may substitute them in the future, except to the extent arising out of the negligent acts, recklessness or willful misconduct on the part of Gilead under this Agreement. For the avoidance of doubt, the Institution will indemnify Gilead for any cost that may arise in relation to sanctioning procedures or inspections carried out by the Spanish Medicines and Healthcare Products Agency, the Ministry of Health, and the Spanish Data Protection Agency.

11. Insurance. Unless otherwise agreed in writing, during the term of this Agreement, Institution shall maintain in full force and effect during the term of this Agreement a policy or program of insurance or self-insurance at levels sufficient to support the indemnification and contractual obligations set forth in this Agreement. Institution represents and certifies that it will not terminate or discontinue said insurance during the term of this Agreement. Proof of such insurance shall be promptly provided to Gilead upon request.

12. Representations and Certifications.

(a) Mutual Representations. Each Party represents and certifies that (i) this Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms, and (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.

(b) No Inconsistent Obligations or Constraints Upon Institution. Institution represents and certifies that it, on behalf of itself and Investigator, is qualified and permitted to enter into this Agreement and that the terms of the Agreement are not knowingly, after due and appropriate inquiry, inconsistent with their

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other contractual arrangements. Institution certifies that it and Investigator are not constrained by any existing agreement in providing complete disclosures to Gilead concerning obligations to be performed under this Agreement. Institution certifies that it will perform its obligations under this Agreement.

(c) No Pending Litigation; No Action by Regulatory Authorities. Institution represents and certifies that: (i) it is not knowingly, after due and appropriate inquiry, currently involved in any threatened or pending litigation that relates to Institution's role in the conduct of clinical research for any third party and that would have a material adverse effect on the Study; and (ii) it has not received any warnings from the Spanish Medicines Agency, the Spanish Ministry of Health or other regulatory authority that relate to work it has provided to third parties during the conduct of clinical research and that would have a material adverse effect on the Study.

(d) Absence of Sanctions. Institution represents and certifies that neither it nor, to the best of its knowledge after due and appropriate inquiry, any of its owners, officers, employees, or any person used in any capacity in connection with the Study have been debarred, or sanctioned by or excluded from participation in any state health care program, including but not limited to the Spanish National Health System. Institution agrees that if during the term of this Agreement it or any such individual associated with it (i) should become the subject of an investigation relating to debarment, disqualification, health care fraud, abuse, or misconduct, or clinical research misconduct, (ii) should be sanctioned by or excluded from participation in state health care system or program, or (iii) engages in any conduct or activity that could lead to debarment or disqualification, it will immediately notify Gilead of such event. In addition, Institution represents and certifies that neither it nor Investigator or, to the best of its knowledge after due and appropriate inquiry, any other Study Personnel involved in the Study is or has been debarred or disqualified under Applicable Laws, and that it has not and will not knowingly, after due and appropriate inquiry, use in any capacity the services of any person or entity (including without limitation, any Study Site) who has been debarred or disqualified under such Applicable Laws with respect to this Agreement.

(e) Anti-Corruption. Institution represents and certifies that neither the Institution, nor, to the best of its knowledge after due and appropriate inquiry, any of its affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including affiliates collectively, "**Institution Representatives**") has taken any action that would result in a violation by such persons of the provisions regarding bribery and corruption established in the Spanish Criminal Code, the Foreign Corrupt Practices Act of any applicable anti-bribery or anti-corruption laws, rules or regulations (collectively, the "**Anti-Corruption Laws**"). Institution represents and certifies that the Institution and Institution Representatives have conducted and will conduct their businesses in compliance with the Anti-Corruption Laws, including from refraining from making payments or providing anything of value, directly or indirectly, to improperly influence a third party or improperly gain a business advantage. Institution represents and certifies that Institution has and will have necessary procedures in place to prevent bribery and corrupt conduct by Institution Representatives and that Institution will keep accurate books, records and accounts in connection to the Study. Institution also agrees that Gilead shall have the right, from time to time, upon written notice to Institution, to conduct an audit of Institution's policies, books, records and accounts relating to the Study to verify compliance with the provisions of this Agreement. Institution agrees to cooperate fully with such audit at reasonable times and upon reasonable notice to the Institution. Without limiting any other remedies at law or at equity, Gilead may, at Gilead's sole discretion, terminate this Agreement, for any violation of the Anti-Corruption Laws.

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13. Notices. Any notice or consent required to be given under this Agreement must be in writing and sent to the other Party either: (i) by certified mail, return receipt requested, (ii) via a nationally recognized delivery service with guaranteed next business day delivery, which will be deemed delivered one (1) day after deposit with such carrier; or (iii) by confirmed facsimile transmission or PDF document via email which will be deemed delivered at the beginning of the next regular business day following successful transmission and addressed as set forth below unless changed by notice so given:

If to Gilead:

[redacted]

14. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date and shall continue until completion of Institution's obligations under the Protocol and each Party's obligations under this Agreement, unless sooner terminated as provided below.

(b) Termination by Either Party. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice to the other Party if either Party reasonably believes termination is necessary to protect the health, safety or welfare of Study subjects or if authorization or approval to conduct the Study is not obtained from, or is withdrawn by, the EC or Spanish Medicines Agency or comparable government agency(ies).

(c) Survival. The terms and conditions of Sections 1(e), 3(a), 3(b), 3(d), 3(e), 4, 5, 7(d), 7(e), 7(f), 8, 9, 10, 12, 13, 14 and 15 shall survive termination or expiration of this Agreement.

15. Miscellaneous.

(a) Independent Contractor. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and the Parties shall at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

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(b) No Use of Names. Except as required by law, neither Party may make any representations or commitments on the other Party's behalf, nor use the other Party's name or trademarks in any public disclosure (including, but not limited to, any advertising, sales promotional material, or press release) without the other Party's prior written permission, which shall not be unreasonably withheld. Gilead agrees that Institution may acknowledge Gilead's support for the Study, including the amount of funding received from Gilead under this Agreement in support of the Study, in any Publication (in accordance with the terms of this Agreement), or as required by academic journals, professional societies, funding agencies, and Applicable Laws o from the posting of the Study on Institution's website.

(c) Public Reporting. Institution agrees that Gilead may, without prior consent, publicly disclose information about Institution and Investigator as required by Applicable Laws and applicable industry standards, including, but not limited to identifying Institution as the entity that is conducting the Study, Investigator as conducting the Study on behalf of Institution, and the amount of funding provided and expenses covered under this Agreement. Institution represents that it has obtained the Investigator's consent to this disclosure. Institution further agrees to provide, at Gilead's reasonable request, any information necessary for Gilead to make such disclosure. Gilead agrees that in order for Institution to satisfy its internal and governmental reporting obligations, Institution may identify Gilead as a source of funding for the Study and the amount of funding received from Gilead under this Agreement in support of the Study.

(d) No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by an authorized representative of the Party making the waiver. In the event of a conflict between the provisions in the Protocol, the body of this Agreement and any attachments, the terms of the Protocol will govern with respect to medicine, science and clinical procedures set forth in the Protocol, and the terms in the body of this Agreement will control with respect to all other conflicts.

(e) No Assignment. This Agreement and any rights under it may not be assigned by either Party without the other Party's prior written consent, which shall not be unreasonably withheld, except either Party may assign this Agreement to a successor-in-interest to its business through merger, consolidation, or sale of substantially all of the assets to which this Agreement pertains, provided that the acquiring party assumes all of such Party's obligations herein and such Party uses reasonable efforts to provide prior written notice thereof to the other Party. Any purported assignment by either Party in violation of the foregoing shall be null and void. Nothing herein shall limit Gilead's unrestricted right to assign or transfer this Agreement, or any one or more if its rights or obligations under this Agreement, to any one or more of its affiliates without Institution's consent.

(f) Entire Agreement. This Agreement (including all attachments) represents the entire agreement between Gilead and the Institution regarding the Study, and there are no further commitments, obligations or understandings of any nature regarding the Study other than any confidentiality disclosure agreements in force. This Agreement may only be amended with the mutual written consent of the Parties.

(g) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Spain. The Parties agree that any dispute derived from this Agreement or related thereto, including any matter regarding its existence, validity or termination, shall be finally settled by

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arbitration at law, administered by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid, pursuant to its Arbitration Rules, applicable on the date a request for arbitration is filed. The arbitration court appointed for this purpose shall be composed of one arbitrator and the language of the arbitration proceedings shall be Spanish. The arbitration proceedings will be conducted in Madrid (Spain). For any dispute for which, pursuant to applicable legislation, arbitration is not available for the Parties or its possibility of being settled by arbitration is excluded or limited and, therefore, it may not be submitted to this arbitration agreement, the Parties agree to submit to the courts of law of the city of Madrid and expressly waive their own jurisdiction, should there be another jurisdiction applicable to them.

(h) Severability. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evidenced by this Agreement as a whole.

(i) Counterparts. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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The Parties have entered into this Agreement to be effective as of the Effective Date by their duly authorized representatives signing two copies of the Agreement and their Exhibits.

GILEAD SCIENCES, S.L.U.

[redacted]

Title: Medical Director

FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA

[redacted]

Title: Managing Director

INVESTIGATOR

I have read this Agreement and agree to comply

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