



## EVENT SPONSORSHIP AGREEMENT

THIS EVENT SPONSORSHIP AGREEMENT (“**Agreement**”), effective as of September 1<sup>st</sup>, 2022 (“**Effective Date**”), by and between **Alnylam Pharmaceuticals Spain SL**, a company with principal place of business at Cuzco IV, Paseo de la Castellana 141, 28046 Madrid, Spain and VAT number: [REDACTED] (together with its affiliated entities “**ALNYLAM**”)

and

**Fundación Pública Andaluza para la gestión de la investigación en Salud de Sevilla (FISEVI)**, with address at Sevilla, en Hospital Universitario Virgen del Rocío, Edificio de laboratorios, Planta 6ª Avenida Manuel Siurot s/n CP 41013 y con CIF: [REDACTED]. (“**Recipient**”)

1. ALNYLAM will provide Recipient with One **Thousand Three Hundred and Three Euros (1,303.00€)** (“**Sponsorship**”) which shall be used by Recipient for the event described below and in Schedule 1 (“**Event**”).

### Event Details

**Title of Event:** “Amiloidosis: hacia un enfoque colaborativo para un manejo integral”

**Date of Event:** October 4, 2022

**Location of Event:** Seville, Spain

2. In consideration of its Sponsorship, ALNYLAM will be entitled to the following sponsorship benefits (the “**Benefits**”):

- Logo in the Final Program
- Logo on web page for registration
- Distribution of Disease Awareness material
- Registration for ALNYLAM’s employees.

3. Payment of the Sponsorship shall be made by ALNYLAM within 30 days from receipt of valid invoice by ALNYLAM to the bank account of Recipient identified on the invoice received from Recipient. Value added tax (VAT) will be added to the Sponsorship, if applicable, and invoices must display any applicable VAT amount separately.

4. Recipient shall transparently disclose that ALNYLAM has provided Sponsorship for the Event. To this extent, for the recognition and acknowledgments noted, ALNYLAM grants Recipient a nonexclusive, royalty-free license to use the name and logo of ALNYLAM. Recipient hereby further represents and warrant that the name and logo of ALNYLAM shall be utilised in a lawful manner, in a correct way and in

[REDACTED]

compliance with the competition rules between commercial enterprises and, in general, in such way not to affect any third party, both individuals or legal entities.

5. In accordance with applicable laws, regulations and industry codes (“Applicable Laws and Regulations”), the disclosure of payments or transfers of value from pharmaceutical manufacturers to Healthcare Organizations (HCOs), may be required. Transfers of value may include under Applicable Laws and Regulations, donations in cash or in kind and sponsorships made to HCOs. Recipient acknowledges that under Applicable Laws and Regulations, ALNYLAM may be obliged to document and publicly disclose information about the Sponsorship provided to the Recipient, under this Agreement. The Recipient by signing this Agreement, consents to ALNYLAM and its affiliates to:

- (i) Collect, process and store Recipient’s information, including its contact details, and the Sponsorship.
- (ii) Make public disclosures of such information in accordance with Applicable Laws and Regulations. Such disclosures may be made using any media (paper or electronic), website or platform, including an industry association’s electronic platform. The information to be published will clearly identify the Recipient and the Sponsorship.
- (iii) Disclose such information to pharmaceutical industry associations and/or competent authorities for compliance to Applicable Laws and Regulations.
- (iv) Disclose such information to ALNYLAM’s affiliates and to any third- party providing services to ALNYLAM, which may be established in other countries, including the United States of America, for the purpose of storage, use and public disclosure and to comply with the Applicable Laws and Regulations.

6. ALNYLAM is providing support for the Event alone in accordance with the Local Practice and EFPIA Codes. ALNYLAM has agreed to provide the Sponsorship on the basis of the documentation that was provided to ALNYLAM and reserves the right to revoke the Sponsorship should it become aware (after the date of this document) of new information that would mean that the Event, in ALNYLAM’s reasonable opinion, contravenes referred Codes. Where practicable, before withdrawing any Sponsorship, ALNYLAM will contact Recipient and detail its concerns giving Recipient the opportunity to remedy concerns before the Event.


7. ALNYLAM shall have no control or influence over the Event.

8. This Sponsorship is provided wholly without obligation to use or recommend any of ALNYLAM’s products and is not intended to influence any prescribing or purchasing decisions favourable to ALNYLAM’s commercial interests or on any business or other decisions Recipient has made or may make in the future relating to ALNYLAM, its affiliates or to ALNYLAM’s products.

9. No part of the Sponsorship may be paid to any third party, other than as reasonable compensation for items and services provided to Recipient in connection with the Event. Specifically, no portion of the Sponsorship shall be provided to a healthcare professional or to any government employee or official.

10. The Recipient is free to seek funding from other companies. If any additional funding reaches a level such that all or part of the Sponsorship is no longer required by the Recipient, the Recipient shall refund such amount of the Sponsorship that is no longer required.

[REDACTED]



11. Any discussion of medicinal therapies at the Event shall be non-promotional, balanced, accurate and complete and shall comply with Applicable Laws and Regulations.

12. The Event shall be held in a modest and appropriate location and shall not involve any entertainment or leisure activities. Attendees shall be healthcare professionals only and no portion of the Sponsorship shall be used to cover costs of accompanying persons, partners or spouses. Any hospitality will be modest and distinctly secondary to the educational purpose of the Event.

13. In case of breach, even in part, of the representations, warranties, obligations or prohibitions set forth in this Agreement ALNYLAM shall have the right to terminate this Agreement without notice and with no further obligations or liability vis a vis Recipient by registered mail and without prejudice to the obligation of Recipient to keep ALNYLAM harmless and indemnified of any and all damages and costs deriving from such breach (including but not limited) .

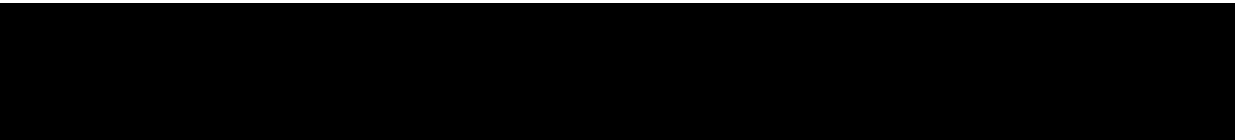
14. The parties will process all personal data obtained during the course of the Event in accordance with the applicable data protection laws.

ALNYLAM will process any personal data received from the Recipient in order to enter into or perform this Agreement. Recipient warrants that it shall inform or obtain the prior written consent of each individual, as required by applicable law, for the disclosure of their respective personal data to ALNYLAM and processing in accordance with this clause. The parties understand that ALNYLAM will not have any further information/consent obligations towards the Recipient's personnel.

If the Recipient, for the purposes of the Event, has access to personal data belonging to ALNYLAM or equipment containing personal data, Recipient must (i) keep the data confidential, (ii) comply with any instructions given by ALNYLAM for the processing of personal data, (iii) adopt all technical and security measures needed to avoid unauthorized access to said data, and (iv) at the termination of the Event, destroy or return to ALNYLAM any personal data in its possession. In addition, Recipient will promptly and in any case no later than twenty-four (24) hours report to ALNYLAM (i) any potential or actual personal data breach and provide all relevant information and (ii) any notification from an authority to Recipient of an inspection or an audit to start, if this affects the personal data belonging to ALNYLAM.

15. Recipient shall keep and maintain until five (5) years after the Event have been completed full and accurate records relating to (i) the Event and the Sponsorship; (ii) all expenditure reimbursed by the Recipient; and (iii) all payments to any third party (HCPs included) made by the Recipient in connection with this Agreement.

To ensure compliance with Applicable Laws and Regulations by ALNYLAM, Recipient shall promptly on request afford ALNYLAM or ALNYLAM's representatives' access to all records relating to (i), (ii) and (iii) above at ALNYLAM's expenses. Such records shall be made available to ALNYLAM during normal business hours at the Recipient's office or place of business or, in the event that no such location is reasonably available, via email.



16. The parties agree that this Agreement will be governed by and interpreted under the laws of Spain without regard to its conflict of laws rules. Any dispute arising out of this Letter Agreement shall be submitted to the exclusive jurisdiction of the Madrid Courts.

17. 17.1 Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, such as the following (each of them a "**Force Majeure Event**"):

- (a) Acts of God, such as epidemic and pandemic; (including covid19 pandemic even if already known at the time of this Agreement);
- (b) Flood, fire, explosion;
- (c) War, invasion, riot or other civil unrest;
- (d) Actions, embargoes or not purely local blockades;
- (e) Epidemics and pandemics, including pandemic covid19 even if already known to the parties

17.2 Such discharge from liability directly arising from Force Majeure Event, shall be effective only if, to the extent and for the sole duration of the Force Majeure Event(s) causing the failure or delay of a Party to perform the relevant contractual obligation and provided that:

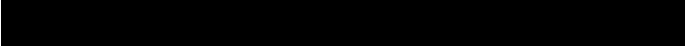
- (a) such Force Majeure Event could not be reasonably expected at the time of the conclusion of this Agreement,
- (b) the affected Party could not reasonably avoid or overcome the effects through the use of the due diligence,
- (c) the affected Party occur and continues to use diligent, good faith efforts to end the failure or delay and to perform the obligation.

17.3 A Party whose performance is affected by a Force Majeure Event (the "affected Party") shall give written notice to the other Party (the "non-affected Party") promptly, and in any case no later than five (5) days after the Force Majeure Event occurred.

The notice shall describe in reasonably detailed the Force Majeure Event, the period of time the occurrence is expected to continue and the actions taken by the affected Party to minimize the impact thereof using diligent, good faith efforts to end the failure or delay and the measures taken and timing needed to perform the obligation.

17.4 During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.

17.5 Notwithstanding the foregoing, in cases where the Force Majeure Event lasts more than 30 consecutive days or whether the Force Majeure Event lasts less but the non-affected Party may anyhow reasonably argue to have no longer interest on the performance by the affected Party of its contractual obligations (for example, but not limited, to cases where the Event does not longer guarantee the



expected visibility to Alnylam brand), the non-affected Party may terminate this Agreement by means of a written notice to the affected Party effective upon receipt, with no additional cost and/or expenses whatsoever.

17.6 Following the termination of this Agreement according to this Article, the affected Party shall return promptly, and in any case no later than five (5) days after the termination became effective any amount paid by the non-affected Party which is relating to activities that have not been actually performed and/or costs that have been not actually borne by the affected Party.

17.7 For the purpose of the application of this Article, Force Majeure Event includes also any act beyond each Party's reasonable control that, although makes not impossible the performance of the obligations of one Party, frustrates de facto the interest of the other Party in receiving such a performance, such as would be the case, for example, of a scientific event that can take place irrespective of a Force Majeure Event but where the number of participants registered sixty days prior to the event is significantly inferior to the number of participants registered sixty days prior the occurrence of the same event taken the year before, or for events not occurred in the past, where the number of participants registered sixty days prior to the event is significantly inferior to the number of participants expected to participate based on the good faith estimation of the Parties.

18. Recipient shall return any unused funds provided by ALNYLAM or any amounts not used in accordance with the terms and conditions of this Agreement:

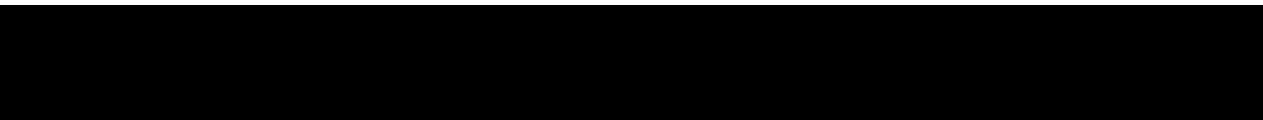
- (i) within 30 days from the date of the Event or;
- (ii) within 30 days from the cancellation of the Event or;
- (iii) within 30 days from termination by ALNYLAM for breach as provided in Article 13 above.

19. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to constitute one and the same agreement. Copies may be exchanged electronically, such as by e-mail (e.g. PDF format) and such electronic copy of the signed document will be considered valid and binding on the Parties signing the Agreement. The Parties agree that they may use electronic signatures of established and professional providers, which are acknowledged as valid in the EU and/or in the U.S. (such as DocuSign or AdobeSign), and that such electronic signatures shall for the purposes of this Agreement have the same legal effects as wet-ink signatures.

20. Conflicting provisions

In case of disagreement between any of the terms under this Agreement and any of the terms under its annexes, the terms contained under this Agreement shall prevail over the terms contained in its annexes.

-Signature page follows-





ALNYLAM PHARMACEUTICALS SPAIN SL

FUNDACION PUBLICA ANDALUZA PARA LA  
GESTION DE LA INVESTIGACION EN SALUD DE  
SEVILLA ( FISEVI )

By:

By:

