# SERVICE AGREEMENT

This SERVICE AGREEMENT (the "**Agreement**") is made as of the date of last signature below ("**Effective Date**") by and between:

OncoHost Ltd.,, a corporation duly organized under the laws of Israel,, with its registered office located at 3 Hamelacha St., Binyamina, Israel ("**Sponsor**").

**AND**

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI) with offices in Hospital Universitario Virgen del Rocío Ed. Laboratorios 6ª Planta Av. Manuel Siurot S/N CP 41013 Seville, Spain (the "**Institution**"),

Each of the Sponsor and Institution shall be also individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS, Institution is able to enter into this Agreement as the beneficiary and responsible entity for the management of the research funds for the public health centers and institutions in the province of Seville, including the Hospital Universitario Virgen Macarena and has the facilities, employees, including the principal investigator, Dr. David Vicente. ("Investigator") for the purpose of this Agreement;

WHEREAS, Sponsor is in the process of development of Host response profiling platform [HRPP] (the "**Platform**") and has prepared the Protocol (as hereinafter defined) in order to conduct observational study (the "**Study**") for further investigation of the Platform;

WHEREAS, Sponsor represents that it is the sole owner or holder of any and all intellectual property rights in the Platform and the Protocol (as hereinafter defined), and that the execution and delivery of this Agreement does not infringe any third parties' rights and/or violate any applicable law; and

WHEREAS, Sponsor is willing to invest certain funds in the Study to be carried at Institution under the terms and conditions herein;

NOW, THEREFORE, in consideration of the representations and mutual covenants herein contained herein, the Parties agree to the following:

## 1. STUDY, INVESTIGATOR AND SITE

A. The Study shall be conducted in accordance with Sponsor's Institutional Review Board ("**IRB**")-approved Protocol No. OH-HRPP-001, titled "**PROPHETIC** – **P**redicting **r**esponsiveness in **o**ncology **p**atients based on **h**ost response **e**valuation during an**ti** **c**ancer treatments", (the "**Protocol**", A study to characterize the host response profile of oncologic patients treated with anti-cancer therapy in order to establish a platform for response prediction to these therapies) which has been drafted by Sponsor at its sole responsibility. Institution will be responsible for conducting the

[redacted]

Study and for the direct supervision of any individual conducting portions of the Study.

B. In the event that Investigator becomes unavailable to continue the Study (including, without limitation, in the event of termination of employment between Institution and Investigator for any reason whatsoever), Institution shall use its best efforts to procure within 30 days his/her substitution by a suitably qualified person acceptable to Sponsor.

C. Sponsor hereby represents and warrants that it has examined the facilities of Institution and found them entirely adequate and suitable for the purpose of the Study. Nothing contained herein shall be construed as casting upon Institution an undertaking to purchase any equipment for the purpose of the Study or to improve its existing equipment.

## 2. COMPLIANCE WITH LAWS, REGULATIONS AND GUIDELINES

A. All parties shall conduct the Study in conformance with (i) the Protocol, (ii) all applicable laws and regulations for conducting observational studies and clinical trials in human subjects and (iii) applicable federal, state, and local laws and regulations, including generally accepted standards of good clinical practice as adopted by current Food and Drug Administration (FDA) regulations and statutes and regulations of the U.S. Government relating to exportation of technical data, computer software, laboratory prototypes, and other commodities as applicable to academic institutions. Institution will only allow individuals who are appropriately trained and qualified to assist in the conduct of the Study.

B. Prior to the commencement of the Study, Institution shall obtain Institutional Review Board (IRB) approval for the Study and proof thereof shall be provided to Sponsor. Initiation of the Protocol and Institution's obligation to conduct the Study shall not begin until IRB approval is obtained. Institution shall obtain from each subject, prior to the subject's participation in the Study, a signed informed consent and necessary authorization to disclose health information to Sponsor in a form approved in writing by the IRB or a waiver of consent as directed by the IRB and further provided that the informed consent is consistent with Institution's policies.

C. Any modification and/or amendment ("**Amendment**") of the Protocol shall be issued by Sponsor in writing to the other Parties and shall not exempt Sponsor of its liabilities and responsibilities hereunder. Such Amendment shall require the approval from the IRB. Prior to the implementation of any such Amendment, all required consents or approvals shall be obtained pursuant to Sub-Section 2(B) above, which shall apply, *mutatis mutandis*.

## 3. INFORMED CONSENT

[redacted]

A. Institution shall be responsible for obtaining the written informed consent of each subject participating in the Study (or his/her authorized legal guardian) before his/her participation in the Study. The form that shall be used in this regard shall be drafted by Sponsor and approved by Institution; provided, however, that Sponsor shall be solely responsible for the content thereof as part of the Study's documents.

B. Without derogating from the generality of the foregoing, the parties agree that such informed consent shall be granted only under circumstances that provide the prospective Study subject (or his/her legal guardian) with sufficient opportunity to consider whether or not to participate in the Study and minimize the possibility of coercion or undue influence. The parties further agree that any such written informed consent shall be obtained in compliance with all applicable laws, regulations, standards and guidelines.

## 4. RECORDKEEPING, REPORTING AND ACCESS

A. Sponsor may, to the extent reasonably necessary or required by Applicable Laws, at its expense and subject to prior written approval by Institution and at the normal working hours at Institution (i.e. 8:00 AM-16:00 PM) and accordance with its internal policies and procedures, examine and inspect the facilities used for the Study; and confidentially inspect all data and work product required to be generated per the Protocol. In addition to, or in lieu of, on-site monitoring as provided for in this Section, the Parties may agree during the Term to implement a process permitting Sponsor to remotely monitor the Institution's performance of the Study. In such an event, Sponsor agrees to follow Institution's applicable policies and procedures for remote monitoring.). Visit may include the following activities:

(1) examine and inspect the facilities used for the Study; and
confidentially inspect all data and work product relating to the Study subject to data privacy protection by law on study subjects' personal information, including, but not limited to, de-identification of personal information where required, and in accordance with the provisions of Section 7(D) below.

Sponsor may inspect the Institution's equipment and facilities utilized in performance of the Study and otherwise monitor performance of the Study in a manner mutually agreed upon by the parties. Sponsor agrees that it, and its employees, independent contractors, representatives, affiliates, or subcontractors (collectively the "Monitors") will comply with all Institution policies provided to Sponsor related to such monitoring, including but not limited to, those policies regarding data access, confidentiality and security. Sponsor agrees that any PHI or other Institution confidential information learned as a result of such monitoring or inspection shall be held in strict confidence and not be used by Sponsor for any reason other than the monitoring Purpose and shall not be disclosed by Sponsor in any manner to any third party without the prior written consent of Institution. Sponsor agrees that the Monitors will be given access to Institution information and medical records solely for the purpose of confirming the accuracy of the

Study Data and the proper conduct of the Study by Institution (the "Purpose"). Sponsor agrees that Monitors shall: 1) hold in strict confidence any information learned as a result of monitoring the Study; 2) not copy any information, including but not limited to, not perform screen shots or download any information, or remove any information from Institution premises; 3) only access and use the minimum amount of information as is necessary to accomplish the Purpose; 4) take all reasonable measures to safeguard the privacy and security of the information; 5) immediately notify Institution in the event the privacy or security of any information may be compromised; and 6) safeguard and keep confidential any password/access codes and/or user identification used to access the information. Sponsor shall be responsible for all actions or in actions of the Monitors and their compliance with this Agreement. Study monitoring will be scheduled in advance for times mutually acceptable to the parties. Institution will be given at least a two-week notice, except as may be justified by exceptional circumstances (such as an unexplained adverse event). Monitors will coordinate efforts so that frequency of monitoring will be no greater than once every six to eight weeks, with a duration of less than three days. The Monitors may be required to electronically accept certain terms of use in order to remotely access Institution's health information systems. However, the parties agree that to the extent there is any conflict between the terms the Monitor may have to electronically accept and this Agreement the terms of this Agreement shall supersede.

B. “Data” shall mean all data and information generated by Institution as a result of conducting the Study in accordance with the IRB approved Protocol. Data does not include original Study subject or patient medical records, research notebooks, source documents, or other routine internal documents kept in the Institution’s ordinary course of business operations, which shall remain the sole and exclusive property of the Institution or medical provider. Sponsor shall own and have the right to use the Data in accordance with the signed informed consent and authorization form, applicable laws, and the terms of this Agreement. Notwithstanding any licenses or other rights granted to Sponsor herein, but in accordance with the confidentiality and publication sections herein, Institution shall retain the right to use the Data and results for its publication, IRB, regulatory, legal, clinical, educational, and internal research purposes. Institution shall prepare and maintain reasonably complete and accurate written records, accounts, notes, reports and Data of the Study, including case report forms. Institution shall retain all such materials and Data that Institution has to retain under any applicable law for such periods as such law determines. After the termination of such applicable retention periods, Institution shall no longer have any duty whatsoever to retain any such materials and Data. Institution's undertakings under this section shall not derogate from any of the Sponsor's independent duties under all applicable laws and regulations with regard to recording of Study's procedures and retention of Study's records.

[redacted]

C. Institution shall promptly advise Sponsor of any Serious Adverse Event (SAE) or Suspected Unexpected Serious Adverse Event (SUSAR) in accordance with the Protocol.

D. During the Study and for at least two (2) years following the completion of the Study at all sites Sponsor shall notify Institution promptly upon becoming aware of any new safety information or research findings which may affect the health of current and former Study subjects or influence the conduct of the Study, and shall also report to Ministry of Health to the extent required by Applicable Law on such information. Such safety information may include but not limited to: an action taken by a competent authority with regard to the Study, or a warning published or communication exchanged with a competent authority with regard to the same. Institution will communicate findings to the IRB and Study subjects, as appropriate

**5. Biological Samples.**

Biological Samples means any biologic material of human origin including, without limitation, tissues, blood, plasma, urine, spinal fluid, or other fluids derived from the Study subjects in accordance with and pursuant to the Protocol ("Biological Samples").

Institution agrees to make the Subject Material available to the Sponsor in accordance with the Protocol, consistent with IRB approval, for the purposes of the Study. The Biological Sample may be used by the Sponsor, central lab, or other contracted party only as allowed by the Study subject's informed consent form and applicable IRB. Sponsor agrees that any use of Biological Samples, other than as allowed by the Study subject's informed consent form, will require additional IRB review and approval.

**6. COMPENSATION FOR THE STUDY**

A. It is hereby agreed by the Parties that Sponsor shall pay the Institution compensation for the Study, as set forth in **Appendix A** hereto. The Parties represent and warrant that the consideration to Institution for the Study in accordance with Appendix A represents fair market value of the services rendered and resources allocated to the Study by the Institution, and that such compensation shall not be construed in any manner as an obligation, or inducement, of Institution or Investigator to recommend that any person or entity purchase Sponsor's or its affiliates' products.

B. In case of an Amendment (pursuant to Section 2(C) above), the fees to be paid by Sponsor may be adjusted, if appropriate, as mutually agreed upon (and documented in writing in a revised Appendix A) by Institution and Sponsor.

**7. CONFIDENTIAL INFORMATION**

[redacted]

A. Either party agree to: (X) keep in confidence (a) any information exchanged between the parties for the purpose of the Study and (b) Data generated as part of the performance of the Study (collectively, "**Confidential Information**") unless agreed by the parties in advance and in writing; and (Y) use such Confidential Information only for the purposes of this Agreement and not disclose it to any third party without the other parties' prior written consent. Notwithstanding the foregoing, Data and results generated in the course of conducting the Study are not Confidential Information for publishing purposes in accordance with the publication section of this Agreement. Notwithstanding the foregoing either party may disclose Confidential Information: (x) to any of its employees, officers, advisers or consultants to the extent necessary for the purposes of the Study, provided that such employee, officer, adviser or consultant is made aware of the confidential nature of the Confidential Information and is obligated to use and maintain it in a manner that is sufficient to enable such party to comply with the terms of this Section 7; or (y) to the extent that such disclosure is required by the order of a court or other competent authority or in order to comply with any applicable law or regulation, provided that the disclosing party notifies the other parties of such obligation insofar as possible to enable them to take reasonable actions to avoid or minimize the degree of such disclosure.

The obligations of non-disclosure and non-use contained in this Section 7 shall not apply to the following:

(1) Information that is, at the time of disclosure, or later becomes, publicly available other than as a result of breach of this Agreement by the Receiving party;

(2) Information that was already known to the Receiving party, or to its employees prior to its disclosure, as can be demonstrated by reasonable written proof;

(3) Information that was independently developed by or on behalf of the Receiving party without reliance on the other parties' Confidential Information, as can be demonstrated by reasonable written proof; or

(4) Information that has been disclosed to the Receiving party or to any of its employees, by a third party without violating a duty of confidence owed by such third party to the other parties, to the best knowledge of the disclosing party.

B. The obligations of non-disclosure and non-use hereunder shall survive for a period of seven (7) years after the expiration or termination of this Agreement for any reason whatsoever.

C. Any pre-existing agreements regarding confidentiality with regard to the Study shall be superseded by this Agreement.

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**8. Data privacy protection.**

The Parties understand, acknowledge and agree that they share the common goal of securing all individually identifiable health information and undertake to protect such information with the confidentiality and protection from disclosure, misuse and unauthorized use, all as required by law, by the Subject's informed consent form and by the IRB. Accordingly, all individually identifiable health information shall, at all times, be treated as confidential by the Parties in accordance with all applicable laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information.

Institution shall comply with applicable laws and regulations, as amended from time to time, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA) with respect to the collection, use, storage, and disclosure of Protected Health Information (PHI) as defined in HIPAA. Sponsor shall collect, use, store, access, and disclose PHI collected from Study subjects only as permitted by the IRB approved informed consent form or HIPAA authorization form obtained from a Study subject.

Institution acknowledges that, pursuant to Section 111 of the Medicare, Medicaid, and SCHIP Extension
Act of 2007 ("MMSEA"), Sponsor has an obligation to submit certain reports to the Centers for Medicare & Medicaid Services with respect to Medicare beneficiaries who participate in the Study and experience a research injury for which diagnosis or treatment costs are incurred. Sponsor recognizes that Institution and Sponsor are subject to laws and regulations protecting the confidentiality of research subject information. Accordingly: (1) Institution agrees upon prior written request to provide to Sponsor, or a third-party vendor as designated by Sponsor, certain identifiable patient information required by MMSEA for Study subjects who are Medicare beneficiaries and incur medical costs in association with a research injury and whose costs are reimbursed by Sponsor pursuant to this Agreement; and (2) Institution further agrees to otherwise cooperate with Sponsor (and any third-party vendors as designated by Sponsor) to the extent necessary for Sponsor to meet its MMSEA reporting obligations.

Sponsor’s ability to review the Study subjects’ Study-related information contained in the Study subject’s medical record shall be subject to reasonable safeguards for the protection of Study subject confidentiality and the Study subjects’ informed consent form or HIPAA authorization form.

Sponsor shall not attempt to identify, or contact, any Study subject unless permitted by the informed consent form.

**9. PUBLICATIONS**

A. Notwithstanding anything to the contrary set forth herein, Institution shall have the right to present or publish the results of the Study, subject to the

procedures set forth in this Section 9. Any such presentation or publication shall not contain Confidential Information (which, for purposes of this Section 9, is deemed not to include Study Data or any background information that Institution deems to be reasonably necessary to meaningfully convey the Study results and their significance).

B. Institution shall provide Sponsor with a copy of any proposed publication or presentation derived from the Study ("**Publication**") at least forty five (45) days prior to the scheduled presentation or publication submission date (the "**Evaluation Period**"). In case Sponsor notifies Institution in writing during the Evaluation Period that it intends to seek patent protection for any inventions described in the Publication, it shall have an additional period not to exceed ninety (90) days' period, beginning from the end of the Evaluation Period to prepare and submit any patent application covering such inventions. After such time (or at the end of the Evaluation Period, in case Sponsor does not notify of its intention to seek patent protection during such period), Institution shall be free to present or publish the Publication.

C. Notwithstanding the foregoing, only to the extent that the Study is a part of a multi-centers study, Institution agrees to publish or present the results of the Study only simultaneously with the other sites unless specific written permission is obtained in advance from Sponsor to publish separate results. However, if such collaborative publication or presentation has not occurred within twelve (12) months following the completion of the study at all sites, then Institution shall have the right to independently present or publish the results of the Study.

D. All Sponsor's publications in peer-reviewed medical journals shall be made in accordance with the uniform requirement of International Committee of Medical Journal Editors (ICMJE) and shall include adequate acknowledgement and credit to Institution, and its employees, including Investigator, in accordance therewith, and a copyrights statement reserving all rights of the original authors or co-authors of such publications. Sponsor further undertakes to comply with the Ethic treaty of IMA and the Pharma Industry for the relations between physicians and commercial companies, including but not limited to addressing the following standards: transparency (particularly reference to Sponsor's financial sponsorship of the study in any publication), accuracy, academic freedom and limiting the information provided to those scientifically based and without bias.

E. Neither party shall use the names or trademarks of the other party or of any of the other party's affiliated entities in any advertising, publicity, endorsement, or promotion unless the other party has provided prior written consent for the particular use contemplated. With regard to the use of David Vicente's name, all requests for approval pursuant to this Section must be submitted to Cristina Simarro, at the following [redacted] at least ten business days prior to date on which a response is needed. The terms of this section survive the termination, expiration, non-renewal, or rescission of this Agreement.

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## 10. INTELLECTUAL PROPERTY

A. It is expressly agreed that neither Institution nor Company transfers by operation of this Agreement to the other party any right in or license to any patents, copyrights, data or other proprietary right owned as of the Effective Date of the Agreement or arising outside of this Agreement.

B. Any invention, or discovery (whether patentable or copyrightable or not), conceived, generated or developed during and in the course of performance of the Study using or incorporating the Study Platform or Confidential Information ("**Sponsor IP**") shall be the sole property of Sponsor. Institution hereby assigns to Sponsor all of its rights, title and interest in and to Sponsor IP. At Sponsor's written request and expense, Institution agrees to execute such documents and to take such other actions as Sponsor reasonably requires in order to obtain patent or other proprietary protection in Sponsor's name covering any of the foregoing.

## 11. TANGIBLE MATERIALS

Sponsor shall provide Institution, free of charge, with all such materials, drugs, accessories and other items as shall be required for the conduct of the Study, including, without limitation, those listed in **Appendix B** hereto (collectively, "**Materials**") in the quantities sufficient for all Study subjects and for all term of the Agreement, and for a longer period following its termination to the extent required by law or under the terms of this Agreement. Upon completion of the Study or earlier termination of this Agreement, Institution shall promptly return, at Sponsor's expense and according to its written instruction, all unused Materials to Sponsor.

## 12. INDEMNIFICATION

A. Sponsor shall defend, indemnify and hold harmless Institution and any of its employees, including Investigator (collectively, the "**Indemnitees**") from and against any third party claims, loss, damage, cost and expense of claims (including reasonable attorney's fees) and suits ("Losses") alleged to be caused by or arising from the conduct of the Study, regardless of the legal theory asserted or use of the Study Product under this Agreement or from the use of the Study results; or infringement or misappropriation Losses; and the collection, use and disclosure of Study subjects' protected health information by Sponsor and Sponsor's contractors and agents except to the extent such Losses are attributable to:

(1) a substantial failure to adhere to the terms of this Agreement or the Protocol;
(2) a substantial failure to comply with any applicable laws or regulations; or
(3) negligence or wilful misconduct of the Indemnitees.

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B. Institution undertakes to notify Sponsor, as soon as practicable under the circumstances, of any complaint or claim potentially leading to indemnification hereunder. Sponsor shall assume overall responsibility, at its own expense, over the defence of the Indemnitees in any legal proceedings that may lead to indemnification hereunder, (including the choice of a legal counsel) ,provided that Sponsor shall not settle any such claim or shall not admit any fault on behalf of the Indemnitees without the Institution's prior written consent.

C. If a Study subject suffers an injury, illness or adverse reaction that results from the proper performance of any Protocol procedure ("Research Related Injury"), Institution will offer to provide medical care and Sponsor shall reimburse Institution for payment of the medical expenses incurred in diagnosing and treating any Research Related Injury, to the extent such Research Related Injury is not attributable to the negligence or willful malfeasance of Institution.

## 13. LIABILITY & INSURANCE

A. Without derogating from its indemnification obligations hereunder, Sponsor warrants and undertakes that it has purchased, and shall maintain during the entire term of the Agreement and for all relevant times subsequent thereto, sufficient insurance coverage for the Study and for Sponsor's liabilities hereunder in accordance with all applicable laws, regulations and guidelines, as amended from time to time, and provided that such insurance coverage shall be satisfactory to Institution shall be named as additional insured in such insurance policies. Sponsor shall provide Institution with a 30 (thirty) days written notice prior to cancellation or reduction in such insurance terms or coverage. Upon cancellation or non-renewal or absence of valid insurance in accordance with the foregoing, the Institution shall be entitled to terminate this Agreement forthwith upon providing a written termination notice to the Sponsor. The discovery period in such policies shall be of one (1) year, no minors will participate in the study. Sponsor shall present the Institution a certificate of insurance compliant with the terms of this Agreement prior to the execution of this agreement.

B. In addition, Sponsor shall be responsible for the delivery, maintenance and repairing of medical devices or other equipment supplied by it to the Institution (other than the Investigational Platform), and shall maintain adequate product liability insurance and third party liability insurance to cover any damage, loss or physical injury caused to Study subjects or Study Staff as a result of the use in such medical device or equipment.

## 14. NO WARRANTY

Nothing contained in this Agreement shall be construed as a warranty by Institution that the results of the Study will be useful or commercially exploitable or of any value. In addition, and without derogating from the above, Institution disclaims all warranties, either expressed or implied, with respect to

the study results and any product that incorporate, integrate or designed based, in whole or in part, on the study results, including without limitation, implied warranties of merchantability, efficacy and fitness for a particular purpose.

## 15. LIMITATION OF LIABILITY

In no event shall the responsibility of Institution hereunder exceed the total consideration actually paid to Institution by Sponsor under this Agreement. Neither Party shall be liable (whether under contract, tort (including negligence) or otherwise) to the other Parties or to any third party for any indirect, incidental, punitive or consequential damages, including, without limitation, any loss or damage to business earnings, lost profits or goodwill and lost or damaged data or documentation, suffered by any person or entity, arising from and/or related with and/or connected to this Agreement even if such person or entity is advised of the possibility of such damages; provided, however, that nothing herein shall limit the indemnity rights set forth in Section 12 hereto.

## 16. TERM AND TERMINATION

A. This Agreement shall become effective on the Effective Date and shall be in effect during the entire period of the Study as set forth in protocol, unless earlier terminated by any of the Parties pursuant to this Section 16.

B. Each Party may terminate this Agreement upon the filing by any person of a petition for the winding-up or liquidation or the appointment of a receiver on most of the assets of the other Party, if petition has not been withdrawn or dismissed within twenty-one (21) days of its filing.

C. Either Party may terminate this Agreement with an immediate effect upon providing the other parties with a reasoned written termination notice in the following cases: (i) a competent authority or IRB has instructed the terminating party to cease the Study, or where such termination is required due to any demand of the competent authority or IRB which the Institution is unable to comply with (ii) where the continuance of the Study may jeopardize the Study subjects' safety or health, on the ground of well-established professional judgment. In the event that either Party shall commit any breach of this Agreement, and also shall fail to remedy such breach within thirty (30) days after receipt of written notice thereof from the terminating Party, the terminating Party may, at its option and in addition to any other remedies it may have by law, terminate this Agreement by sending a written termination notice to the other Parties, and such termination shall be effective as of the date of the receipt of such termination notice.

D. In addition, this Agreement may be terminated by either Institution or Sponsor for any other reason upon providing a thirty (30) days prior written notice to the other Parties.

E. In the event of early termination of this Agreement, Sponsor shall pay the Institution pro-rated consideration for the services rendered by the Institution up to the date of termination, and shall reimburse Institution for

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all costs and non-cancellable commitments incurred prior to the effective termination date with regard to the performance of this Agreement.

F. Subject to subsection (E) above, in the event of early termination of this Agreement, Institution shall return to Sponsor any funds not earned or irrevocably committed prior to the effective termination date, except for any Start Up Fees, which shall be non-refundable. However, without derogating from Institution's rights under any applicable law, Institution may set-off from such funds any money owed by Sponsor to Institution.

G. Expiration or termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective expiration or termination date. Any provision of this Agreement that should survive expiration or termination of this Agreement in order to give proper effect to its intent, shall survive expiration or termination of this Agreement. Without limiting the generality of the foregoing, the rights and duties under Sections 7, 9, 10, 12, 13, 14, 15 and 16 hereunder, shall survive the termination or expiration of this Agreement.

## 17. COMBATING BRIBERY OF PUBLIC OFFICIALS

Institution agrees that it will not make any payment, either directly or indirectly, of money or other assets (collectively "**Payment**") to any Government Official (as defined below) if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Agreement or any other aspect of Sponsor's business. "**Government Official**" means (i) any officer or employee of a government, or of a public international organization, (ii) any person acting in an official capacity for or on behalf of any such government or public international organization, and (iii) any official of a political party or candidate for political office. Institution will report any violation of the requirements of this Section 17 to Sponsor as soon as practicable and agrees to make all relevant records and other documentation relating to such violation available for the review of Sponsor and its representatives.

In conformity with the obligation regarding "transparency" applicable to Institution by virtue of the Law 1/2014, 24 June on "Public Transparency in Andalucía", the present contract will be published to allow citizens and the society in general to have access to transparency of the activity, functioning and control measures of FISEVI. Being also the principles of personal data protection applicable, the publicity will proceed without indication of the personal data.

## 18. NON-EXCLUSIVITY AND CONFLICT OF INTEREST

A. During and after the term of this Agreement, Institution shall be free to conduct research studies on behalf of third parties (including studies at the same therapeutic area of the Study), provided that the terms of such other arrangements do not impair their ability to comply with their obligations to Sponsor under this Agreement.

B. Institution confirms that there is no conflict of interest that would inhibit or affect its performance under this Agreement and undertake to promptly inform Sponsor if any such conflict of interest arises during the performance of this Agreement.

## 19. ASSIGNMENTS

Except as specifically permissible under Section 1(B) hereto, this Agreement, and the rights and obligations hereunder, may not be assigned by any Party hereto without the express written consent of the other Parties, which shall not be unreasonably withheld.

## 20. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of New York. The parties agree any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration. The arbitration proceedings shall be conducted in the English language, and the decision of the arbitrator shall be rendered in writing in English.

## 21. INDEPENDENT CONTRACTORS

Each party hereto (is an independent contractor. Nothing contained herein shall be construed as forming employee-employer relations between Sponsor's employees and Institution or between Institution's employees (including Investigator) and Sponsor. Without derogating from the generality of the foregoing, Institution nor anyone on their behalf shall bring a claim, and they hereby waive any and all claims, against the Sponsor, its successors, shareholders, directors, officers, employees and advisors, with any cause of action based on employee-employer relations between Institution and/or any of its employees and the Sponsor.

## 22. NOTICES

All notices required or permitted to be given under the Agreement shall be sent as follows:

If to Sponsor:

[redacted]

[redacted]

## 23. MISCELLANEOUS

The preamble to this Agreement, the representations contained therein and the appendices to this Agreement constitute an integral part of this Agreement. Titles to the sections of this Agreement are solely for convenience and do not constitute a substantive part of this Agreement. This Agreement signed between the Sponsor and the Institution represent the entire understanding of the parties with respect to the subject matter hereof. In the event of any inconsistency between this Agreement and the Protocol, the terms of this Agreement shall govern except for clinical aspects for which the terms of the Protocol shall govern. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof. This Agreement may be amended only by a written document signed by Institution and Sponsor. Investigator's signature shall only be required with respect to changes that cast further liabilities on Investigator that are not already included hereunder.

This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by photocopy, facsimile or electronic signatures of such party's representative hereto.

[Signatures appear on the following page]

[redacted]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement: