Agreement for Sponsoring

This Agreement for Sponsoring (the "***Agreement***") is effective as of December 5, 2022 (the "***Effective Date***"), and shall remain in full force and effect until December 31, 2023 or until the services set forth below are completed, (the "***Term***") by and between:

Novartis Gene Therapies EU Limited, (formerly AveXis EU Limited), having a place of business at Block B, The Crescent Building, Northwood, Santry, Dublin 9, The Republic of Ireland, ("***Novartis Gene Therapies***") (together with its affiliates hereinafter collectively referred to as "***Novartis Group***")

AND

Fundación Pública Andaluza para la Investigación de Málaga en Biomedicina y Salud (FIMABIS), having a place of business at Calle Severo Ochoa, 35, 29590, Málaga, Spain (the "***Recipient***")

(each a "***Party***" and together the "***Parties***").

The Recipient intends to carry out the "First National Course on Gene Therapy for Rare Diseases" which will be held in Málaga, during the next academic year 2023, organized by ÁREA IBIMA-RARE, from INSTITUTO DE INVESTIGACIÓN BIOMÉDICA DE MÁLAGA (IBIMA-PLATAFORMA BIONAND), SPAIN, with Dr. Raquel Yahyaoui being the coordinator of the course, hereinafter "***Sponsored Activity***").

The Recipient has made a written request to Novartis Gene Therapies for this purpose. Novartis Gene Therapies has reviewed the request and is willing to promote the Recipient by providing financial support, hence, getting involved as a sponsor.

This being premised, the Parties agree as follows:

1 Subject Matter of the Agreement

1.1 This Agreement governs the financial support from Novartis Gene Therapies in favour of the Recipient for the implementation and performance of the Sponsored Activity.

1.2 The details of the Sponsored Activity are set forth in the written request attached hereto as Appendix 1 ("***Recipient's request***").

1.3 Contact person with the Recipient for Novartis Gene Therapies in respect of the Sponsored Activity is: "Project Management Unit. IBIMA-Rare"

2 Novartis Gene Therapies' Performance and Rights

2.1 Subject to Section 7.4 below, Novartis Gene Therapies contributes to the Sponsored Activity the amount of Euro 20.000 (VAT to be added if legally required) (the "***Sponsorship Fee***").

2.2 In return for the financial support pursuant to Sections 1.1 and 2.1, Novartis Gene Therapies shall receive the communication rights specified under Section 3 below.

2.3 Novartis Gene Therapies undertakes that it will not influence the contents and performance of the Sponsored Activity in any shape or form. Novartis Gene Therapies shall have neither a right to give instructions nor a supervisory function.

2.4 Novartis Gene Therapies reserves the right and the Recipient grants to Novartis Gene Therapies the right to publish in appropriate form any payments by Novartis Gene Therapies for the Sponsored Activity or any other activities rendered by the Recipient in connection with this Agreement.

3 Services Provided by the Recipient

3.1 In return for the financial support, Novartis Gene Therapies as a sponsor

- will receive 20 free registrations to the Sponsored Activity.

3.2 The Recipient undertakes to inform Novartis Gene Therapies in due course and in appropriate form about the performance of its obligations according to Section 3.1 above.

3.3 Should the Sponsored Activity not be held or cancelled due to reasons of force majeure; the Recipient will repay any unspent portion of the Sponsorship Fee**.**

3.4 The Recipient shall ensure that all use of Sponsorship Fee: a) comply with the EFPIA Code of Practice and all relevant local laws, regulations and industry codes of conduct; and b) comply with applicable disclosure requirements of the support as well as any other obligation relating to any beneficiaries of the support to any professional body, institution, or government agency that requires such disclosure. Where applicable, the Sponsored Activity must be approved by the Ethical MedTech Conference Vetting System and/or e4ethics prior to any of the Sponsorship Fee being used the support the Sponsored Activity. The Recipient undertakes to submit the Sponsored Activity, specified under the Recipient's

request for the assessment under the Ethical MedTech Conference Vetting System and/or e4ethics. The Parties specifically agree that the provision of the Agreement is not implicitly or explicitly linked to an agreement for the Recipient to purchase, lease, recommend, prescribe, use, supply or procure Novartis Gene Therapies' products or services or used to reward past purchases, uses, orders, recommendations, or referrals.

In the event that the Recipient receives an unfavourable outcome from EFPIA with regards to the Sponsored Activity, the Recipient undertakes to inform Novartis Gene Therapies immediately, in order to determine whether any adjustments are necessary in order to allow Novartis Gene Therapies to continue its participation in the Sponsored Activity or to terminate the Agreement. In the event of termination, Recipient shall return any portion of the Sponsorship Fee already paid.

4 Transparency

4.1 Recipient is advised that Novartis Gene Therapies will comply with applicable laws, regulations, including industry association codes that require Novartis Gene Therapies to disclose information, including financial data to competent authorities or industry associations regarding value transfers from or on behalf of Novartis Gene Therapies, such as compensation for services provided, hospitality sponsorships etc.

4.2 Recipient acknowledges and agrees that such information, including the payment of the Sponsorship Fee to Recipient, may be made publicly available by Novartis Gene Therapies and/or competent authorities or industry associations up to two years after payment has been made by or on behalf of Novartis Gene Therapies (e.g. by disclosing it on the publicly accessible betransparent.be platform for at least three years). Recipient agrees to provide Novartis Gene Therapies, upon Novartis Gene Therapies' request, any documentation, information, materials, or data Novartis Gene Therapies may request from Recipient to facilitate Novartis Gene Therapies compliance with the applicable laws, regulations and industry association codes. Novartis Gene Therapies will not provide Recipient with a pre-submission review of information prior to disclosure. Recipient agrees that, in the event of a dispute over the accuracy of information submitted by Novartis Gene Therapies, Recipient will contact the individual designated by Novartis Gene Therapies, in the manner and timeframe determined by Novartis Gene Therapies, to resolve the dispute. To the extent not yet covered by the contractual performance stipulated in the Agreement, the Recipient represents and warrants to disclose the financial support provided by Novartis Gene Therapies in the announcement of and during the performance of the Sponsored Activity.

4.3 The Recipient agrees to use the Sponsorship Fee exclusively for the performance of the Sponsored Activity and not for the personal use of individuals and/or for social activities, In the event of non-observance of this provision, Recipient has to return the entire Sponsorship Fee. For reasons of an internal or external audit, Novartis Gene Therapies reserves the right to inspect the budget and/or statement of account and Recipient agrees to provide Novartis Gene Therapies with any information and/or proof required by Novartis Gene Therapies in relation to the destination and use of the Sponsorship Fee.

4.4 The Recipient shall have the sole responsibility for the performance and the organization of the Sponsored Activity, including but not limited to with regard to its content. When performing, organising and/or exercising (any and all aspects of) the Sponsored Activity, the Recipient shall comply with all applicable laws, rules and regulations in place regarding therapeutic products.

5 Payment Terms

5.1 Subject to Section 7.4 below, the Sponsorship Fee shall be made by Novartis Gene Therapies upon proper invoicing within sixty (60) days of receipt of invoice to the following account:

- Bank name/address: La Caixa
- Bank account: [redacted]
- IBAN CODE: [redacted]
- Swift Code: CAIXESBBXXX

5.2 The Recipient provides an appropriate invoice, drawn up in accordance with the applicable rules, stating the Sponsored Activity, its date and the corresponding bank account.

6 Anti Bribery

6.1 Recipient represents and warrants that it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (the “Anti-Bribery Laws”), including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act.

6.2 Recipient is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery Laws in order to:

(i) win or retain business for Novartis Gene Therapies;
(ii) improperly influence an act or decision that will benefit Novartis Gene Therapies;
(iii) gain an improper advantage for Novartis Gene Therapies.

6.3 Recipient undertakes to keep accurate and transparent records to reflect transactions and payments. Should Recipient breach or have any reason to believe that it might have breached this section, it shall inform Novartis Gene Therapies immediately and in writing and cooperate with Novartis Gene Therapies to investigate and document the facts.

6.4 Breach of this section is to be considered a material breach of this Agreement and Novartis Gene Therapies will have the right to immediately terminate the Agreement.

7 Compliance

7.1 The Recipient represents and warrants that entering into the Agreement and performing the services to be provided thereunder, as well as receiving the Sponsorship Fee are not violating the law or any internal directives issued by the Recipient or its institution, and that the performance under the Agreement does not constitute a violation of obligations of the Recipient's employees under their employment.

7.2 Furthermore, the Recipient confirms upon signing the Agreement that - if applicable - its guidelines regarding sponsoring have been complied with by its employees, members and any of its affiliated or related persons or organizations, and that all internal authorizations that may be required have been obtained and granted to the extent necessary.

7.3 The Parties hereby expressly declare that the providing and acceptance of the Sponsorship Fee is in no way associated with any other business relationship between the Parties or any decisions made by the Recipient with regard to procurement, prescription, or therapy, in favour of Novartis Gene Therapies and its products. The Recipient shall, in particular, not be obligated to buy or supply Novartis Gene Therapies' pharmaceutical products nor be obliged to recommend or advertise in any other manner the pharmaceutical products made by Novartis Gene Therapies to any of its members, possible clients or patients, employees and persons or organizations affiliated with or related to the Recipient.

7.4 The Recipient represents and warrants that persons involved in the purchase of pharmaceutical products, medical devices, and/or other medical equipment, have no or no exclusive access to the account specified on the invoice. The Recipient represents and warrants that the financial support will be used exclusively for the Sponsored Activity.

8 Governing Law & Jurisdiction

This Agreement will be governed by the laws of Ireland without regard to any conflict of law provisions. All disputes arising out of or in connection with the interpretation, performance or non-performance of this Agreement shall be submitted to the exclusive jurisdiction of the courts of Dublin. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable that provision will be severed and the remainder of this Agreement will continue in full force and effect.

9 Adverse Event Reporting

An adverse event (AE) is any untoward medical occurrence in a patient or clinical-trial subject administered a medicinal product that does not necessarily have to have a causal relationship with this treatment. An AE can therefore be any unfavorable and unintended sign (e.g. an abnormal laboratory finding), symptom or disease temporally associated with the use of a medicinal (investigational) product, whether or not considered related to the medicinal product. In addition, all special scenario and other reportable situations, including but not limited to product complaints are collectively referred to as “AEs” in this Agreement.

The special scenarios current as at the date of this Agreement, includes, all cases of the following with or without clinical symptoms:

- Use of a product during pregnancy or breast-feeding
- Exposure in utero via paternal exposure
- Product overdose (accidental or intentional)
- Abuse and misuse,
- Off-label use
- Medication error including maladministration (e.g. wrong route, unapproved population)
- Lack of therapeutic efficacy or Lack of Efficacy
- Accidental or occupational exposure
- Suspected transmission of an infection agent via a medicinal product
- Drug-drug interactions

All AEs that the Recipient becomes aware of during the term of the Agreement with Novartis Gene Therapies regarding the use of an Novartis Gene Therapies or Novartis product, regardless of your causality assessment, will be reported to Novartis Gene Therapies Global Patient Safety (or delegate) by e-mail within twenty-four (24) hours of awareness by the Recipient. The AE must be forwarded to the relevant country email address* in accordance with the country of the primary reporter of the AE or where this is not known, the country in which the AE is received and reviewed.

*visit https://www.report.novartis.com > Select country from the dropdown menu (bottom of page) > scroll down to view contact email address.

This Agreement may be executed in one or more counterparts (including .pdf), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first mentioned below.

Signed by
Novartis Gene Therapies EU Limited

By: [redacted]

Name: Alicia Folgueira

Title: General Manager

Date: 22-Dec-22 | 3:14:14 PM GMT

Signed by
Novartis Gene Therapies EU Limited

By: [redacted]

Name: Elena Martinez

Title: Regional Medical Director

Date: 22-Dec-22 | 12:16:48 PM PST

Signed by Recipient

By: [redacted]

Name: Jose Miguel Guzman de Damas

Title: General Manager

Date: 21-dic.-22 | 7:00:22 AM PST

By: [redacted]

Name: Raquel Yahyaoui

Title: MD, PhD

Date: 21-dic.-22 | 5:36:34 PM GMT

Appendix 1

Request Letter

IRELAND – EU Limited HQ
Novartis Gene Therapies
Block B, The Crescent Building,
Northwood, Santry, Dublin 9

Dear sirs,

During the next academic year 2023, the "**First National Course on Gene Therapy for Rare Diseases** " will be held in Málaga, organized by **ÁREA IBIMA-RARE, from INSTITUTO DE INVESTIGACIÓN BIOMÉDICA DE MÁLAGA (IBIMA-PLATAFORMA BIONAND), SPAIN**, with **Dr. Raquel Yahyaoui** being the coordinator of the course.

We hereby make a formal request for **20.000,00** euros as sponsorship to partially cover the expenses incurred by this course.

The celebration of this course brings an opportunity of continues training for medical specialists at the local level.

The objective of this course is:

- Update with the latest news on the principles and practices of gene therapy.
- Review and update of the new therapies available for neuromuscular and ophthalmological diseases.
- Pragmatic analysis of the recommendations of the guidelines on treatment and management of patients candidates to gene therapy regarding immune response and safety.
- Discussion on the design of a strategy to implement gene therapy in the National Health System in Spain.

In return, Novartis Gene Therapies will receive **20** registrations for the course.

We also request that, in the event of a positive assessment, the requested funds be transferred to:

IBAN: ES58
Bank: 2100 2584 4202 1025 9141
SWIFT BIC Code CAIXESBBXXX

In favor of:
FUNDACIÓN PÚBLICA ANDALUZA PARA LA INVESTIGACIÓN DE MÁLAGA EN BIOMEDICINA Y SALUD (FIMABIS)

We remain at your disposal for any aspect that you wish to clarify and very grateful in advance for your attention,

Sincerely:

MAN DE
AS JOSE
MIGUEL -
44579347B

Firmado digitalmente por GUZMAN DE DAMAS JOSE MIGUEL - 44579347B
Fecha: 2022.11.28 12:31:17 +01'00'

Mr. José Miguel Guzmán de Damas
Managing Director