

PRE-CLINICAL SERVICES AGREEMENT

Made and entered into as of the 10 day of May, 2023 (the "**Effective Date**") by and between:

Advanz Pharma Services (UK) Ltd, a company registered in England and Wales under number [REDACTED] and whose registered office is at [REDACTED] United Kingdom, on its behalf and each of its parent, affiliates and subsidiaries (hereinafter "**Client**")

AND

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla, a foundation registered in Andalusia under company number [REDACTED] whose registered office is Hospital Universitario Virgen del Rocío Ed. Laboratorios. 6th Floor. Av Manuel Siurot S/N CP 41013 (hereinafter the "**Provider**")

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SERVICES


- 1.1 The Provider is 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- Hereinafter the Center-
- 1.2 The Provider agrees to perform services through the Infectious Diseases Research Group under the surveillance of Dr. Álvaro Pascual Hernández-(hereinafter "RG"). The services entrusted by the Client will be performed as set forth in Exhibit A and made fully a part hereof, according to the timeframes and schedules listed in in Exhibit A (the "Services").
- 1.3 The Provider is appointed by the Client as a non-exclusive supplier of the Services, and the Client does not represent or guarantee any minimum volume for Services during the term of this Agreement.
- 1.4 The Client will have the right to request a change in the scope or modalities of the Services subsequent to the execution of this Agreement, and the Provider will not unreasonably withhold its consent to such requested changes.

Any change in the scope and/or modalities of Services shall require execution by both Parties of a written amendment.

- 1.4. The Provider will not make any change in the performance of Services unless authorized in writing in advance by the Client.
- 1.5. The Provider represents and warrants that (i) as of the Effective Date, it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Services, and that it is qualified, experienced in, and competent to perform the Services, and (ii) to the best of the Provider's knowledge, there are no facts or circumstances that exist as of the Effective Date that could reasonably be expected to lead to the failure of the Provider to comply with the provisions of item (i) above during the performance of the Services.
- 1.6. The Services shall be executed expeditiously by the RG in conformity with the schedule for performance and any applicable timelines as outlined in Exhibit A, and to Client's reasonable satisfaction. The Provider through the RG will notify the Client promptly in writing as soon as the Provider becomes aware of any potential or existing delays in the progress of the Services or deviations from the budget and payment schedule, and the details thereof. The Provider shall use commercially reasonable efforts to resolve or remove as expeditiously as possible and in the best interests of the Client the cause or causes of any such deviation and take all commercially reasonable steps to complete the Services within the applicable dates for completion.
- 1.7. The Provider through the RG will perform the Services in a professional and diligent manner in accordance with (i) this Agreement and any applicable specifications that are mutually agreed upon by the Parties, (ii) applicable laws and regulations and (iii) generally accepted standards of performance for similarly situated service providers of comparable size providing similar services.
- 1.8. The Provider warrants that its performance of the Services under this Agreement, and the Deliverables do not, and at the time of delivery to the Client, will not, infringe any patent, trademark, copyright, trade secrets or other intellectual property rights of any third party.

2. PERSONNEL

- 2.1 The Provider will perform the Services with highly qualified, trained and educated personnel knowledgeable as appropriate for the performance of the Services, in applicable regulatory requirements, this Agreement and Appendices hereto, the Provider's SOPs, and, where applicable, current pharmaceutical drug development practices.
- 2.2 In the absence of the Client's prior written approval, the Provider shall not make use of subcontractors; in the event that such use is authorized by the Client, the Provider is responsible for the actions of any sub-contractor (and their sub-subcontractors, if permitted by the Provider) and shall ensure that such parties comply with the terms of this Agreement.

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- 2.3 Either Party shall not, during the term, and for a period of twelve (12) months after the termination or expiry of this Agreement, solicit for employment the other Party's personnel that was involved in the performance of this Agreement.

3. **COMPENSATION**

- 3.1 In consideration for the Provider's satisfactory and proper performance of the Services, the Client shall pay the Provider a fee in the amount and on the terms specified in Exhibit A (with a detailed costs table as appropriate).
- 3.2 In addition, the Client shall reimburse the Provider for pass-through costs reasonably, actually and necessarily incurred and appropriately documented consistent with the estimated pass-through costs pre-approved in advance by the Client.

The Provider shall provide the Client with evidence of the pass-through costs invoiced or paid (e.g. receipts, supplier's invoices, etc.). All costs and fees are exclusive of VAT (Value Added Tax) which the Client agrees to pay, if applicable.

- 3.3 The Provider will submit detailed invoices for Services or the costs / expenses incurred in accordance with Exhibit A. Invoices shall be sent to the address mentioned in the Exhibit A.
- 3.4 Invoices will cover only fees and expenses for Services specified in this Agreement unless additional work has been requested and pre-approved, in writing, by the Client using the process set forth above.
- 3.5 The Client shall pay the amount of each properly prepared invoice received from the Provider within thirty (30) days from the end of the month in which Client receives the applicable invoice, unless the Client has notified the Provider within such period that it disputes any particular invoiced item(s), such dispute the Parties shall attempt to resolve in good faith.
- 3.6 The payment to the Provider shall be made in the currency specified in the Exhibit A by bank transfer.

4. **CONFIDENTIALITY**

- 4.1 "Confidential Information" shall, for the purpose of this Agreement, mean all information and data in any form, tangible or intangible, which may be disclosed by the Client, its agents, representatives or other assigns, prior to or subsequent to the Effective Date, to the Provider or its representatives, agents or affiliates and all of the information obtained from the Client or generated by the Provider during the course of its work for the Client. Confidential Information shall include the existence of this Agreement, the relationship between the Parties and any activities related thereto.

- 4.2. The Provider agrees to hold in trust and confidence all Confidential Information. The Provider further agrees that it shall not disclose, directly or indirectly, all or any part of such Confidential Information to any third party or make any direct or indirect use thereof (except to perform the Services pursuant to the provisions this Agreement), or publish or present any work which in whole or in part uses or includes Confidential Information, without the prior written consent of the Client.
- 4.3. The Provider agrees to restrict access to all Confidential Information to only such limited group of its authorized employees, who (i) require such information in connection with the performance of Services under this Agreement and (ii) have agreed in writing to be bound by the terms and conditions hereof as they apply to the Provider pursuant to Article 16 (Undertaking of Employees, Agents, Consultants and Subcontractors of the Provider) herein.
- 4.4. Notwithstanding any termination of this Agreement, the provisions of confidentiality and non-use contained herein will remain binding upon the Provider for ten (10) years after the expiry or the termination of this Agreement. However, provisions of confidentiality contained herein will not apply to Confidential Information which: (i) the Provider can demonstrate by its competent, contemporaneous written records was known to it prior to the relationship between the Client and the Provider, (ii) was lawfully revealed to the Provider by a third party which has the legal right to disclose such information, or (iii) is or becomes part of the public domain through no act or failure to act on the part of the Provider without breach of this Agreement.
- 4.5. The Provider shall return to the Client or destroy all Confidential Information in tangible form (including all copies, extras or derivatives thereof in any medium) within thirty (30) days after the termination or expiration of this Agreement, or upon request from the Client, whichever comes first, except that the Provider may keep one file copy of such information solely for regulatory purposes, under the care and control of the Provider's legal department.

5. PUBLICITY

Both Parties agree not to advertise or otherwise make known to others any information regarding this Agreement. The Parties further agree not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication, any of the other Party's company or representative name, product, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, or picture without the prior written consent of such Party, which consent may be withheld at the Party's discretion.

In conformity with the obligation regarding "transparency" applicable to FISEVI 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.

6. INTELLECTUAL PROPERTY

6.1 Prior intellectual property

It is recognized and understood that all existing know-how, inventions, technologies, products and all related intellectual property rights owned by the Client or the Provider, respectively, at the date of this Agreement, or which would be developed or acquired independently from this Agreement, are their separate and respective property, and are not affected by this Agreement, and neither Party shall have any claims to or rights in such property of the other Party (the “Prior IP”). The Provider hereby grants to the Client a non-exclusive, fully-paid, royalty-free, transferable, worldwide license under any Prior IP, for the duration of the Prior IP, included in, or which would be infringed by the development, manufacture, sale, offer for sale, or use of the Deliverables, if any, and to make, have made, sell, offer for sale, import and otherwise distribute the Deliverables, any products incorporating the Deliverables or any improvements to the Deliverables.

6.2 Ownership of intellectual property in Deliverables

All information, publications, communications, materials, concepts, plans and results developed by the Provider which are or have been made, conceived or written by the Provider or its personnel generated in the performance of the Services (including without limitation, all data generated or collected by the Provider) (the “Deliverables”) shall belong exclusively to the Client, including, without limitation, all intellectual property rights and in particular copyright therein. The Client will have the right to use and disclose the Deliverables, the information contained therein, and any technical information or other information and results generated in the performance of the Services for any and all purposes permitted by law, including but not limited to use for research purposes and regulatory filings. The Provider does hereby convey, transfer and assign to the Client, from the moment of creation, all right, title and interest that it may possess in such Deliverables, including, but not limited to, all copyright and proprietary rights relating thereto.

6.3 Assignment of copyright in Deliverables

The parties expressly agree that such assignment of copyright shall cover the rights to reproduce, represent and adapt the Deliverables, as detailed below:

- the right to reproduce or have the Deliverables reproduced and, for software and databases, their evolutions and updates, without limitation in number, in whole or in part, by any means and process, on all media and materials current or future, known or unknown, and in particular on media such as paper or by-products, plastic, digital, magnetic, electronic or computer, through downloading, videogram, CD-Rom, CD-I, DVD, USB stick, disk, floppy disk, network; the right to represent or to have the Deliverables represented and, for software and databases, their evolutions and updates, by any broadcasting and communication means, current or future, known or unknown, in particular any telecommunication online network, such as internet, intranet, digital television network, electromagnetic wave transmission, satellite, cable, WAP,

interactive telematics system, by way of downloading, tele transmission, wired or wireless telephone network;

- the right to adapt, modify, transform, develop the Deliverables, in whole or in part, the right to correct the software, to develop them, to implement new versions or new developments, to maintain them, to decompile, mix, modify, assemble, transcribe, arrange, digitalize, configure, interface them with all software, database, computer product, use the algorithms to any design, transcribe them in whole or in part, under any form, modified, cut-off, condensed, spread, to integrate in whole or in part, to or in an existing or future work, and in particular on media such as paper, magnetic or optic, and in particular internet, disk, floppy disk, USB stick, band, CD-Rom, listing;
- the right to translate or have the Deliverables translated, in whole or in part, in all languages and for the software, in any programming language, and to reproduce the results thus obtained on any media such as paper, magnetic, optic or electronic, and in particular internet, USB stick, disk, floppy disk, band, CD-Rom, listing;
- the right to market, distribute, commercialize, broadcast the Deliverables, by any means, including rental and loan, whether free of charge or for valuable consideration;
- the right to fully use and commercialize the Deliverables, for its own activities or to benefit a third party, on whichever terms;
- the right to surrender, in whole or in part, the right assigned, and in particular to grant to a third party a contract to reproduce, distribute, broadcast, commercialize, manufacture the Deliverables, under any form, whichever the support or the means, whether it be free of charge or for valuable consideration;
- the right to make any further utilization and/or any substantial extraction of the contents of the Deliverables which consist in databases. Such assignment is made for the entire world and for the duration of protection of the Deliverables under applicable copyright legislations. The Provider acknowledges that this assignment of copyright in the Deliverables to the Client is made on a free basis in the context of this Agreement. The Provider will ensure that, if authorized by applicable laws, all individuals that participate in providing the Services, if any, will waive all of their moral rights in and to any work conducted under this Agreement and any Deliverables resulting from such work.

6.4 Assignment of rights in inventions

Within thirty (30) calendar days of any discovery, improvement, or invention, arising from the Services, the Provider shall notify the Client, in writing, of the event and shall assist the Client and cause its employees, agents and consultants to assist, the Client in every reasonable way, at the Client's expense, in protecting its proprietary rights to said discovery, improvement, invention and/or other intellectual property in any and all countries. Consequently, the Provider does hereby convey, transfer and assign to the Client all

intellectual property rights, including, but not limited to, all rights to file any patent applications in the Client's name or in the name of any entity it chooses, and any other intellectual property right that may exist in such discoveries, improvements and inventions, whether patentable or not, generated, conceived or reduced to practice by the Provider or its employees, agents or consultants, alone or jointly with others in the performance of the Services.

6.5 Further Assurances

The Provider agrees to cooperate with the Client with respect to the preparation, filing, prosecution, maintenance and extension of patents and patent applications that are developed by or with the Provider, including, without limitation, the execution of all such documents and instruments (e.g. assignments; inventor declarations) and the performance of such acts (e.g. reviewing patent applications and office actions) as may be reasonably necessary in order to continue any filing, prosecution, maintenance or extension of patents and patent applications from time to time. The Provider further undertakes that it will not file, or have filed, any patent application in respect of any such discovery, improvement or invention.

More generally, the Provider hereby agrees to execute all documents and instruments and perform such acts as the Client may reasonably request from time to time in order to effectuate the assignment of rights under this Section 6.

In the event that the Provider is not the owner of the intellectual property rights in a Deliverable by operation of law, the Provider undertakes to take all the necessary steps and make all necessary payments, at no additional charge to the Client, to obtain the full rights and title in such intellectual property rights so as to be able to assign them to the Client as provided in this Section 6. If such rights in the Deliverables cannot be assigned to and owned by the Client, the Provider undertakes to expressly inform the Client accordingly and hereby grants a licence over these rights in the Deliverables entitling the Client to use and exploit such Deliverables as it may require.

7. TERM AND TERMINATION

7.1 Term.

This Agreement shall commence on the Effective Date and continue until the completion of Services which is anticipated to be on approximately **December 2023**, unless terminated in accordance with this Agreement. In any case, this Agreement will be regarded to be terminated by May, 31, 2024, except the parties expressly agree on its renewal. Any renewal of this Agreement requires prior written and express consent from both Parties and shall be subject to a written amendment signed by both Parties.

7.2 Early termination.

7.2.1. The Client may terminate this Agreement under this Agreement, at any time upon fourteen (14) calendar days prior written notice to the Provider for any reason. In the event of such

termination by the Client for any reason other than the Provider' breach of the terms of this Agreement, the Client shall pay Provider compensation (as defined in Article 3 of this Agreement) in proportion to the work carried out by Provider, due and payable on the date of termination of this Agreement. The Provider shall be reimbursed for actual pass-through costs necessarily and reasonably incurred based on documentary proof of such expenses directly in the performance of the Services up to the date of the termination in accordance with the terms of this Agreement.

- 7.2.2. If either Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may give written notice to the other Party, specifying the nature of the default and, if such default is not remedied within fourteen (14) calendar days of receipt of such notice, then the non defaulting Party shall have the right, in its sole discretion, either immediately to terminate this Agreement or suspend the performance of the same until such default is remedied. Termination under this Article shall relieve and release the terminating Party from any further liabilities and obligations hereunder except any liabilities or obligations that accrued prior to the effective date of such termination.
- 7.2.3. Either Party shall have the right to terminate this Agreement with immediate effect in the event (i) a dissolution of the other Party occurs or (ii) the other Party becomes insolvent.

7.3 Effects of the early termination and/or the expiry

- 7.3.1. Upon termination of this Agreement the Provider shall deliver to the Client within thirty (30) days from the effective date of termination all completed Deliverables and all remaining reports, tables, graphs, programs or other documents pertaining to the Services, unless otherwise directed by the Client. Upon receipt of a notice of termination, the Provider will comply with all reasonable requests of the Client and will use commercially reasonable efforts to minimize any additional cost to the Client.
- 7.3.2. In the event of termination of this Agreement other than the Provider's breach of the terms of this Agreement, the Client shall pay the fees due to the Provider (as defined in Article 3 of this Agreement) on a pro-rata basis for the Services effectively delivered prior to the date of termination. The Provider shall be reimbursed for actual pass-through costs necessarily and reasonably incurred based on documentary proof of such expenses directly in the performance of the Services up to the date of the termination in accordance with the terms of this Agreement.
- 7.3.3. In case of termination and/or expiry of this Agreement at the date of the termination of this Agreement shall automatically be terminated without further written notice, unless otherwise agreed in writing by both Parties

8. DELAYS

- 8.1 If a material delay in the progress of the Services or deviation from the schedule set forth in Exhibit A is caused by the Provider, the Provider shall perform as expeditiously as possible and in the best interests of the Client actions necessary to overcome such delay at

its own expense, and shall be responsible for all additional fees and pass-through expenses related thereto.

- 8.2. If a material delay in the progress of the Services or deviation from the schedule set forth in Exhibit A is caused by both Parties, each Party shall be responsible for such delay, as provided for under this Article 8, proportional to the agreed percentage of each Party's responsibility for such delay.
- 8.3 If a material delay in the progress of the Services or deviation from the schedule set forth in Exhibit A results due to no fault of the Client or the Provider, the Parties shall share equally any costs and expenses resulting from such delay and shall make commercially reasonable efforts to mitigate such costs and expenses. In the event that the assignment of responsibility or apportionment thereof, is not agreed between the Parties, such assignment and/or apportionment shall be determined by a third party arbitrator selected by mutual agreement. The cost of such arbitrator shall be borne by the Party assigned responsibility by such arbitrator or, in the case of apportionment, shall be borne by each Party in proportion to percentage of responsibility assigned to it.

9. INDEPENDENT CONTRACTOR

The relationship of the Provider to the Client is that of an independent contractor and nothing herein shall be construed as creating any other such relationship. Unless agreed otherwise by the Parties, the Provider is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of the Client. The Provider may adopt such arrangements as it may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that such details, hours and places shall be consistent with the proper accomplishment of the Services, this Agreement and Appendices hereto, and provided further that the Services shall be performed in a manner calculated to attain the best results for the Client.

10. COMPLIANCE

- 10.1 In the event the Provider is to perform any of the Services on the Client's premises, the Provider agrees that it shall comply with the applicable safety rules and regulations of the particular location where the Services are to be performed, and the Client agrees that said safety rules and regulations shall be made available to the Provider before the commencement of performance of any such Service.
- 10.2 The Provider undertakes to perform any of the Services in compliance with any applicable regulations/legislation – including privacy and data protection laws and regulations and in particular the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data - and to perform any corresponding legal or regulatory obligations (relating in particular to notification or disclosure to national authorities) as well as Organic Law

3/2018, of 5 December on the Protection of Personal Data and the guarantee of digital rights.

- 10.3 The Provider shall make available upon reasonable notification, such members of its personnel as may be requested by the Client to attend meetings facilitating or required for proper performance of the Services. Such meetings shall be reasonable in number and reasonable travel, board and lodging expenses shall be the responsibility of the Client.
- 10.4. The Provider shall observe and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority, whether existing at present or later enacted, bearing on the performance of this Agreement or in any manner affecting the Services. The Provider shall promptly notify the Client if it becomes aware of any noncompliance with laws in connection with this Agreement, and shall take all appropriate action necessary to ensure compliance by itself and by the subcontractors, and (as applicable) the Client's safety requirements and other policies and procedures bearing on the performance of the Agreement.
- 10.5 The Provider represents and warrants that none of its employees, agents, officers or directors is a Foreign Official. The Provider covenants that it will not make any payment, either directly or indirectly, of money or other assets, including but not limited to the compensation the Provider derives from the Agreement (hereinafter collectively referred as a "Payment"), to any Foreign Official where such Payment would constitute violation of any law, including the U.S. Foreign Corrupt Practices Act. In addition, regardless of legality, the Provider shall make no Payment either directly or indirectly to a Foreign Official if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of the Agreement or any other aspect of the Client's business. "Foreign Official" means (i) any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, (ii) any person acting in an official capacity for or on behalf of any such government, department, agency, or instrumentality or for or on behalf of any such public international organization, and (iii) any official of a foreign political party or candidate for political office. The Provider agrees that any suspected or actual violation of any anti-bribery/anti-corruption laws will be reported to the Client immediately (but not longer than 2 business days) after discovery of actual or suspected violation. The Provider agrees to make all relevant records and other documentation relating to any suspected or actual violation of anti-bribery/anti-corruption laws available for the Client's review provided reasonable advance written notice of no less than fifteen (15) days of intent to audit.
- 10.6 In the event of subcontracting expressly authorized by the Client, the Provider shall inform the other contracting party of its obligations under applicable U.S. Federal and foreign anti-bribery/anticorruption laws, including the U.S. Foreign Corrupt Practices Act. The Provider agrees that it will exercise reasonable due diligence prior to entering any agreement with any subcontractor to attempt to ensure that payments made under such subcontract will not violate the U.S. Foreign Corrupt Practices Act.
- 10.7 The Provider's failure to abide by the provisions Articles 10.5 and 10.6 shall be deemed a material breach of this Agreement. The Client may, in such case and with immediate effect

terminate this Agreement at its sole discretion upon written notice to the Provider and without prejudice to any other remedies that may be available to the Client.

- 10.8. The Provider is hereby informed that the provision of this Services to the Client might be subject to a transfer of value disclosure further to the code of good practices for the pharmaceutical industry issued by Farmaindustria to which the Client is subject (the "Code"). This disclosure, if any, will be made on an individual basis as far as possible as required by the Code. To this purpose, the Provider undertakes to adequately report details to the Client any payment made to individual healthcare professionals that might be made as consequence of the Services.

11. AUDIT RIGHTS

- 11.1. The Provider shall prepare and maintain all records (including, without limitation, accounting records, time sheets, written policies and procedures, test results, reports, correspondence, memoranda, and any other documentation relating to the performance of this Agreement) (the "Records"), which shall be open to inspection and subject to audit and/or reproduction in accordance with the terms and conditions of this Agreement during the Provider's normal working hours, by the Client, its authorized employees, representatives or regulatory agencies for evaluation, verification and audit.
- 11.2. The Provider agrees to take reasonable steps that are requested by the Client as a result of an audit to cure deficiencies in all documentation related to the Services.
- 11.3. The Provider will retain copies of all documentation related to the Services, in conformance with all applicable regulations and as specified by the Client. The Client may audit any financial records of the Provider associated with this Agreement. Such records may include invoice records, invoices from third parties, contracts with third parties and payments relating to this Agreement. To the extent such records are not separable from other customer records, the Provider will give reasonable access to the records to an independent auditor selected by the Client who will audit the records pertaining to the Services and may disclose the results of the audit only to the extent it relates to the Services. In no event shall other customer information be disclosed to the Client.
- 11.4. The Client will have the right, but not the obligation, to independently visit the Provider or any sites where the Services are performed to review performance of Services herein. In the event the Client intends to undertake such visits, the Client will provide reasonable advance written notice of no less than fifteen (15) days of intent to audit to the Provider and the Provider will reasonably assist and cooperate with the Client during and in preparation of such site visits.
- 11.5. If an audit inspection or examination conducted in accordance with this Article 11 discloses overpricing or overcharges (of any nature) by the Provider or any of its subcontractors, to the Client, Client will provide this information and documentation to the Provider for review and discussion within thirty (30) days of receipt. Any adjustments and/or payments

to the Client shall be made within a reasonable amount of time not to exceed ninety (90) days from presentation of Client's findings to the Provider.

12. INDEMNIFICATION

- 12.1. The Provider shall protect, indemnify, defend and hold harmless the Client and its officers, directors, employees and agents from and against any and all claims, losses, causes of action, suits, damages and any and all related costs and expenses of every kind (including, but not limited to, reasonable attorneys' fees, costs and expenses) suffered by the Client in connection with third party claims, demands, actions, or proceedings arising out of, resulting from, or otherwise in respect of (i) the negligent acts or omissions of the Provider or its officers, directors, employees, representatives, agents and/or subcontractors pertaining to the activities to be carried out pursuant to the Provider's obligations under this Agreement; (ii) a breach by the Provider of any of its representations, warranties, covenants under this Agreement, or (iii) a claim that the Services or the Deliverables, or the use thereof violates the intellectual property rights of any third-party; provided, however, that the Provider shall not hold the Client harmless from claims arising out of the negligence or wilful misconduct of the Client or its officers, directors, employees or agents.
- 12.2. The Client shall have no obligation to indemnify, defend or hold the Provider harmless against liability, loss of damage arising from a failure of the Provider or its staff or agent(s) to (i) comply with any applicable governmental requirement and laws or (ii) adhere to the terms and conditions of this Agreement and any instructions provided by the Client. The Provider shall notify the Client of any such claim, cause of action or suit made against it within ten (10) days of the date on which the Provider first becomes aware of the claim, cause of action or suit.
- 12.3 Each Party's obligations under this Article 12 are further conditioned upon the following: (a) the Party seeking indemnification (the "Indemnitee") shall give to the Party providing indemnification (the "Indemnitor"): (1) prompt written notice of any claims made for which the Indemnitee knows or reasonably should know the Indemnitor may be liable under Articles 12.1 or 12.2; and (2) the opportunity to defend, negotiate, and settle such claims; and (b) the Indemnitee shall provide the Indemnitor with the information in its possession and assistance reasonably necessary to enable the Indemnitor to carry on the defense of such suit.

13. INSURANCE

Before commencing with the performance of Services hereunder, the Provider shall subscribe and maintain all the appropriate insurance policies of a reasonable commercial level in order to cover all the respective obligations under this Agreement, including without limitation, a liability insurance warranting its contractual liability and the contractual liability of any of its employees, agents and subcontractors.

14. LIABILITY

Provider shall be responsible for carrying out the Services in full compliance with the applicable laws and regulations and with this Agreement and shall be fully liable of any damages resulting from (i) any breach of this Agreement and/or the applicable Laws and regulations by the Provider and/or his/her/its employees, agents and/or subcontractors and/or (ii) any action, omission, misconduct by the Provider and/or his/her/its employees, agents and/or subcontractors in the performance this Agreement

15.CONFLICTS OF INTEREST. ETHICS

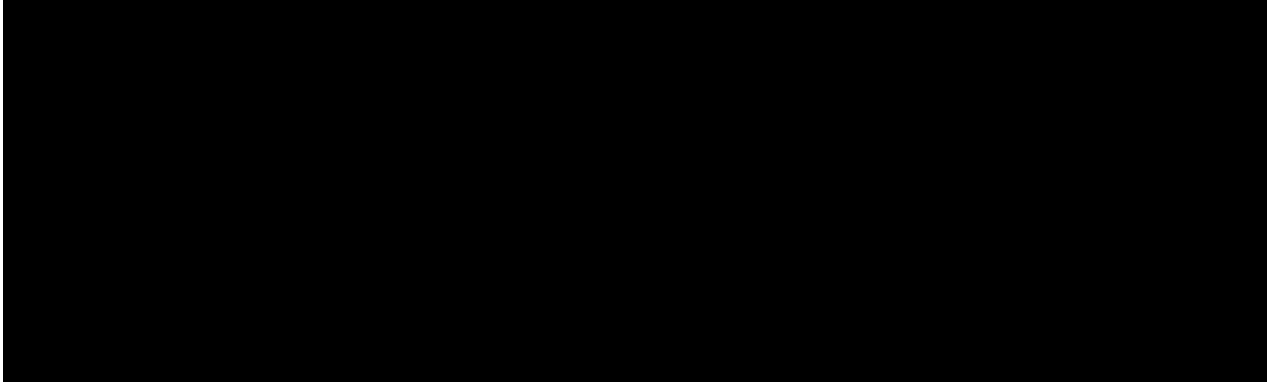
- 15.1. The Provider represents and warrants that: (i) it has no obligations to any third party which (a) will in any way limit or restrict its ability to perform Services for the Client hereunder or (b) conflict with the rights granted to the Client hereunder, (ii) it shall not disclose to the Client, nor make any use of in the performance of Services hereunder any trade secrets or confidential or proprietary information of any third party without the consent of such third party, (iii) it possesses the necessary expertise to perform the Services hereunder consistent with the highest standards of the industry. The Provider further warrants and affirms that it shall advise the Client of any relationship which could create a conflict of interest that might arise during the term of this Agreement. In such event, the Client shall have the option to immediately terminate this Agreement without further liability to the Provider other than the obligations to pay for Services actually rendered as of the date of termination.
- 15.2. In its performance of this Agreement, the Provider shall adhere to business practices that are in accordance with the letter and spirit of applicable laws and ethical principles as follows: (i) all transactions in connection with this Agreement shall be accurately reflected in the Provider's records, and no funds or other assets shall be paid directly or indirectly to government officials or persons acting on their behalf or to representatives of other businesses for the purpose of influencing government decisions or actions with respect to the Client's business; (ii) the Provider shall conduct its activities hereunder so as to avoid loss or embarrassment to the Client due to any real or apparent conflict of interest, and to require that all subcontractors comply with such policy in connection with this Agreement; (iii) the Client shall have the right to terminate this Agreement upon violation of said business practices described in this Article on the part of the Provider, its employees, agents, representatives, subcontractors, consultants or temporary contractors.
- 15.3. Transparency. To the extent required by applicable law and ethical codes, the Client shall be entitled to publicly disclose in the appropriate forum or media this Agreement and/or any information related to this Agreement, for transparency purposes.

16. TAX REPORTING AND PAYMENT

Any tax or other governmental charges that apply to this Agreement or to the compensation payable to the Provider hereunder are conclusively presumed to be included in such compensation and accordingly, any such tax or governmental charge shall not be added to any invoice submitted by the Provider. The Client is not responsible for payment of any employment, self-employment, or withholding taxes imposed as a result of the performance of Services under this Agreement, whether by the Provider, its employees, agents, consultants or sub-contractors

17. NOTICES

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be mailed by registered or certified mail, return receipt requested, and will be deemed given as of the date it is received by the receiving Party. Notice shall be given to the parties at the address listed below:



18. MISCELLANEOUS PROVISIONS

- 18.1. Assignability. No assignment by the Provider of this Agreement or any of its rights, duties or obligations hereunder shall be effective without the Client's prior written consent, and any attempted assignment in violation of this Article shall be null and void. **The Client may assign its rights and obligations under this Agreement to an affiliate company of the Group or in connection with the sale of all or substantially all of its assets or the merger, acquisition or other consolidation of the Client with or into another party and the Provider's consent shall not be required hereunder in connection therewith.**
- 18.2. Relief. In the event of the actual or threatened breach by the Provider of any of the terms of Article 4 (Confidentiality) or 6 (Intellectual Property) hereof, the Client shall have the right to specific performance and injunctive relief. The rights granted by this Article 18.2 are in addition to all other remedies and rights available at law or in equity.
- 18.3. Complete Agreement. This Agreement, together with Appendices attached hereto, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and there are no other agreements or understandings, written or oral, between the parties relating to the subject matter of this Agreement.
- 18.4. Amendments. This Agreement may not be altered, changed or amended except by a statement in writing to that effect signed by each of the Parties hereto.
- 18.5. Severability. In the event that any provision of this Agreement is held illegal, invalid or unenforceable by a court for any reason, such provision shall not affect the remaining parts of this Agreement, but this Agreement shall be construed and enforced as if that legal and invalid provision had never been inserted herein. The Parties shall negotiate in good faith to substitute a valid, legal, and enforceable provision that reflects the intent of such invalid, illegal or unenforceable provision and implements the purpose of such provision.
- 18.6. Execution. This Agreement may be executed in counterparts, each of which will be deemed to be an original and both of which taken together will be deemed to constitute one and the

same instrument. Facsimile or other electronically transmitted signatures shall be accepted and bind the Parties, even if subsequently replaced by original signatures.

- 18.7. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of Spain without giving effect to the choice of law principles thereof. Any and all controversies, differences or disputes arising out of or in relation to this Agreement or for the breach or termination thereof, which cannot be amicably settled by the Parties working together in good faith, will be finally resolved at relevant courts in Madrid (Spain).
- 18.8. **Force Majeure.** No Party shall be liable for a failure or delay in performing any of its obligations under this Agreement if, but only to the extent that such failure or delay is due to causes beyond the reasonable control of the affected Party, including (i) acts of God; (ii) fire or explosion (except to the extent caused by the negligence or wilful misconduct of the affected Party), (iii) unusually severe weather; (iv) war, invasion, riot or other civil unrest; (v) governmental laws, orders, restrictions, actions, embargoes or blockages; (vi) national or regional emergency; and (vii) injunctions, strikes, lockouts, labour trouble or other industrial disturbances; provided that the Party affected shall promptly notify the other of the force majeure condition and shall exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible.
- 18.9. **Survival.** Those terms of this Agreement that by their sense and context are intended to survive the performance thereof by either Party or both Parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.

19. DATA PROTECTION

- 19.1 For the purposes of this Agreement, “Data Protection Legislation” shall mean all applicable privacy and data protection laws including, without limitation, the General Data Protection Regulation (EU) 2016/679 (“GDPR”) as well as the Organic Law 3/2018, of 5 December on the Protection of Personal Data and the guarantee of digital rights. .
- 19.2 Each Party shall comply with Data Protection Legislation in its performance or receipt of the Services.
- 19.3 The Provider shall ensure that appropriate notices have been provided and there is a lawful basis (including, without limitation, obtaining any required written consents or relying on its legitimate interests) for the processing of any personal data by it or any sub-contractor or third party sub-processor for the purpose of the Services.
- 19.4 To the extent that the Client transfers to the Provider any personal data under this Agreement, the Client shall ensure that it has appropriate notices in place, and a lawful basis (including, without limitation, obtaining any required written consents, or relying on legitimate interests) for the transfer.
- 19.5 The Provider shall provide to the data subject the relevant information concerning the data processing, unless otherwise instructed by the Client. The content and format of such information shall be determined in coordination with the Client.

19.6 Moreover, the Provider shall:

- (i) only process the personal data to the extent, and in such a manner, as is necessary for the purpose of delivering the Services and as otherwise instructed by the Client in writing from time to time, and shall not process the personal data further for any other purpose or in any other manner unless required to do so by applicable laws; where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing the personal data, Provider shall promptly notify the Client of this before performing the processing required (unless those applicable laws prohibit the Provider from so notifying the Client);
- (ii) subject to Clause (xi) below, not disclose or transfer the personal data to any third party without the prior permission in writing of the Client except where such disclosure or transfer is required by any applicable laws or governmental authority, in which case the Provider shall, wherever possible, notify the Client promptly in writing prior to complying with any such request for disclosure or transfer and shall comply with all reasonable directions of the Client with respect to such disclosure or transfer;
- (iii) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (iv) inform the Client in writing as soon as possible (and, in any event, within twenty-four (24) hours) of any accidental or unlawful destruction or accidental loss or damage, alteration, unauthorised disclosure or access to the personal data;
- (v) assist the Client in the exercise of its obligation to process the requests of data subjects to exercise rights under Data Protection Legislation. The Provider shall notify the Client as soon as possible if it receives any communication from a data subject relating to requests to exercise rights under Data Protection Legislation, to the following address enquiries@advanzpharma.com;
- (vi) ensure compliance with the Client's obligations under Data Protection Legislation, including (without limitation) in respect of security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (vii) not disclose or transfer the personal data outside of the European Union unless the prior written consent of the Client has been obtained and the following conditions are satisfied:

- The Client or the Provider has provided appropriate safeguards in relation to the transfer;
- The data subject has enforceable rights and effective legal remedies;
- The Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any personal data that are transferred; and
- The Provider complies with reasonable instructions notified to it in advance by the Client with respect to the transfer and processing of the personal data;

(viii) ensure that all individuals who have access to and/or process the personal data are obliged to keep the personal data confidential and that all such individuals have been adequately trained;

(ix) maintain complete and accurate records and information to demonstrate its compliance with this Clause and allow for audits by the Client or the Client's designated auditor;

(x) at the written direction of the Client, delete or return the personal data and copies thereof to the Client on the termination or expiry of this Agreement or any relevant part of it, unless required by applicable laws to store the personal data; and

(xi) not appoint any third party sub-processor of the personal data without obtaining the Client's prior written consent. The Provider shall ensure that any appointment of a third party sub-processor will be subject to a written agreement incorporating terms which are substantially similar to those set out in this Clause.

19.7 The Provider shall indemnify the Client, and keep the Client indemnified, on demand from and against any and all losses that are suffered or incurred by the Client and/or any of its affiliates (or for which the Client and/or any of its affiliates may become liable) as a result of any failure by the Provider or its representatives to comply with any obligations under this Clause or Data Protection Legislation.

19.8 Furthermore, for the needs and in the framework of the execution of the Agreement, the Client informs the Provider that it may process personal data from the Provider's representatives, employees and/or collaborators.

19.9 The personal data collected from the Provider representatives, employees and/or collaborators will be processed by the Client, which Data Protection Officer can be contacted at the following address [REDACTED]

19.10 The personal data collected will be accessible to concerned services only and may be accessible to the following limited recipients: only authorized employees the Client or the Group in charge of the management of the relationship with the Provider .

19.11 The Client may transfer the personal data of the said representatives, employees and/or collaborators of the Provider outside the EU only to the extent as is necessary for the

[REDACTED]

purpose of the execution of its activities and with the appropriate protection required by the applicable Data Protection Legislation.

19.12 The data collected from the said representatives, employees and/or collaborators of the Provider will be stored for the duration of the professional relationship between the Client and the Provider and, in any event, for a limited duration, proportionate to the aims pursued.

19.13 Pursuant to the Data Protection Legislation, the said representatives, employees and/or collaborators of the Provider shall have the right to request from the controller access to, and rectification or erasure of, personal data, or restriction of processing, as well as the right to portability. To exercise their rights under Data Protection Legislation, they shall contact the following service: [REDACTED]

19.14 Pursuant to the Data Protection Legislation and the local applicable laws, the said representatives, employees and/or collaborators of the Provider have the right to file a claim with a supervisory authority for data protection.

19.15 The signatories may contact the Data Protection Delegate at the following email address [REDACTED]

19.16 They may exercise their rights of access, rectification, deletion of their personal data, or the limitation or opposition to their treatment, as well as the portability of their data, by requesting it in writing, with a copy of their personal ID, to the Andalusian Public Foundation for the Health Research of Seville, with address at Avenida Manuel Siurot s/n Edificio Laboratorios Planta Sexta, 41013, or by email [REDACTED]

20. MATERIAL

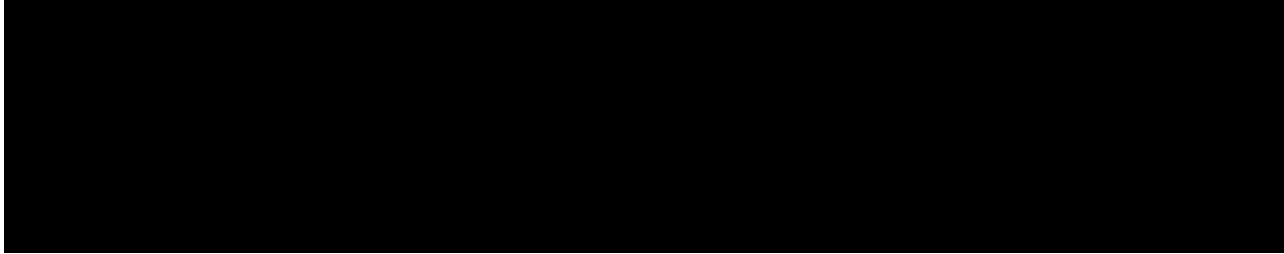
20.1 In the case Active Pharmaceutical Ingredient (API) or Study Drug as the finished drug is provided by the Client to the Provider to render the Services, the Provider shall ensure that API or Study Drug is used only for the purpose of the Services. The Provider shall maintain adequate records of inventory of API or Study Drug. Upon the termination of this Agreement or the completion of the Services (whichever is earlier), the Provider shall return all unused API or Study Drug to the Client or dispose of it at Client's option. Documentation of unused API or Study Drug destruction shall be shared with the Client by the Provider.

IN WITNESS WHEREOF, the authorized representatives of the parties have duly executed this agreement as of the Effective Date.



FOR AND BEHALF OF
Advanz Pharma Services (UK) Ltd

FOR AND BEHALF OF
Provider



Visa of the responsible person in the
Infectious Diseases Research Group

“I warrant that I have read and understood
the present Agreement”.

