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MASTER SCREENING SERVICES AGREEMENT

This **MASTER SCREENING SERVICES AGREEMENT** (this "**Agreement**"), effective as of the 10th day of June 2020 (the "**Effective Date**"), is by and between Blueprint Medicines Corporation, a Delaware corporation having a place of business at [redacted] ("**Blueprint**"), and Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI) a Public Foundation having a place of [redacted] ("**Institution**"). Blueprint and Institution are hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party.**"

WHEREAS, Blueprint is a biotechnology company developing highly selective kinase inhibitors for genomically-defined cancer subsets, including cancers driven by alterations (i.e., genetic fusions and/or mutations, as applicable) of the **Target Alterations** (as defined in the relevant Statement of Work hereunder);

WHEREAS, Blueprint is interested in improving patient access to clinical trials for targeted therapies;

WHEREAS, Institution is interested in finding ways to improve access to clinical trials for targeted therapies for its patients; and

WHEREAS, Blueprint and Institution desire to collaborate on the screening of cancer patient samples by Institution for the purpose of identifying patients with Target Alterations and ultimately communicating information to such patients' healthcare providers (collectively, "**Healthcare Providers**") to assist Healthcare Providers in determining the suitability of treatment of their patients with targeted therapies or enrollment in clinical trials, including potentially in a clinical trial sponsored by Blueprint (as defined in the relevant Statement of Work hereunder, the "**Clinical Trial**"), if and as determined by such Healthcare Providers.

NOW, THEREFORE, the Parties agree as follows:

1. Project

1.1 Testing Services.

(a) Subject to the terms and conditions set forth in this Agreement, Institution hereby agrees to provide molecular characterization tests for the Target Alterations (the "**Tests**") and services (the Tests together with such services are hereinafter collectively referred to as the "**Testing Services**") as are from time to time set forth in one or more written statements of work executed by both Parties and referencing this Agreement (each a "**Statement of Work**"). Each such Statement of Work shall contain material terms for Testing Services agreed upon by the Parties (*e.g.*, the relevant Target Alteration, Clinical Trial, Tests, and fees per Test). Once executed, any changes in or additions to a Statement of Work, including but not limited to, changes to scope, fees, and timing shall be made only by mutual written agreement signed by both of the Parties. In the event of any conflict between this Agreement and any Statement of Work, this Agreement shall control. The agreed form of Statement of Work is attached hereto as **Exhibit A**.

(b) The Testing Services will be provided at no cost to the patient and the Healthcare Provider, regardless of whether the patient becomes enrolled in the Clinical Trial or any other clinical trial sponsored by Blueprint. Institution agrees that it will not bill any patient, insurer, or governmental agency for any services performed for which it has received or will receive compensation from Blueprint under this Agreement, and that Institution will not pay any physician, hospital or Healthcare Provider to refer subjects to the Clinical Trial or any other clinical trials sponsored by Blueprint for the Target Alterations.

(c) During the Term (as defined below), Institution shall retain full control of and responsibility for all aspects of the Testing Services. Institution will include details regarding the Clinical Trial and any other clinical trials sponsored by Blueprint for the Target Alterations in the Test reports that are sent to the

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Healthcare Providers in a non-discriminatory manner to be mutually agreed upon by Institution and Blueprint in good faith. Blueprint shall provide Institution with accurate information regarding the Clinical Trial and any other such clinical trials sponsored by Blueprint, including any updates thereto.

(d) Institution will comply with all applicable laws and regulations with respect to the Testing Services and its other obligations under this Agreement, including but not limited to all applicable laws and regulations relating to (i) laboratory developed tests, (ii) patient informed consents, (iii) use of human biological samples and (iv) the confidentiality of patient medical records and human subject research records.

(e) Institution shall not use Blueprint's name, logo or trademarks in connection with any Tests or the Testing Services (including without limitation the requisition and report forms, the kits, website materials, and any other related materials) without Blueprint's prior written consent.

(f) In the event Institution uses a subcontractor to provide any aspect of the Testing Services, Institution will be fully liable for the performance of such subcontractor and for compliance by such subcontractor with the terms of this Agreement as if such subcontractor were Institution hereunder.

1.2 Reports to Blueprint.

(a) Subject to clause (c) below, on no later than the fifth (5^{th}) day of each calendar month, Institution will provide to Blueprint a written report of the results of its screening activity hereunder for the previous calendar month via email to Local Screening [redacted] which report will at a minimum include the following information: (i) the number of patient samples screened for Target Alterations during such previous month, broken down by tumor histology and (ii) the number of samples that tested positive for a Target Alteration during such previous month, broken down by tumor histology.

(b) Within five (5) days after any patient is confirmed to be a Potential Clinical Trial Subject, Institution will, if the Potential Clinical Trial Subject meets the eligibility criteria for the Clinical Trial, offer the Clinical Trial to such Potential Clinical Trial Subject's Healthcare Provider for the Potential Clinical Trial Subject among clinical trials of therapies that target any of the Target Alterations.

(c) **Notwithstanding anything to the contrary in Sections 1.2.1-1.2.3 above, Institution will not, without first obtaining Blueprint's prior written consent, (i) include in any of the aforementioned reports or otherwise deliver to Blueprint any personally identifiable healthcare information or personal data (as defined in Appendix 1 hereto) relating to patients or Healthcare Providers or (ii) provide Blueprint with any copies of any of the Test requisition forms, the Test reports to Healthcare Providers or any other correspondence from or to Healthcare Providers or patients**.

1.3 Non-Exclusive Relationship. It is understood and agreed by the Parties that: (a) Healthcare Providers receiving the Test reports and their respective patients will be able to freely choose which clinical trials (if any) they agree to participate in; (b) this is a non-exclusive relationship and that Institution may elect to include information about clinical trials sponsored by third parties on such Test reports or other forms as well as its own trials; and (c) Healthcare Providers receiving the Test reports and their respective patients are under no obligation to recommend or enroll their patients in clinical trials sponsored by Institution or Blueprint.

2. Payment

2.1 Funding. To support Institution's efforts to screen cancer patients for Target Alterations, Blueprint will provide to Institution the financial compensation listed in applicable Statement of Work for such Testing Services (such financial support being based on costs determined by screening methodology employed as described in the relevant Statement of Work), which compensation will be provided calendar

quarterly in arrears for Testing Services that are Initiated on or after the Effective Date and Completed during the Term; *provided, however,* that in the event that Institution receives funding from any third party(ies) for such Testing Services, Blueprint's obligations shall be promptly reduced to its *pro rata* share. For purposes of this Agreement, "**Initiated**" shall mean that Institution has received a completed test requisition form and the related specimen using Institution's pathology specimen shipping kit and "**Completed**" shall mean that Institution shall have delivered the Test results to the Healthcare Provider. For the avoidance of doubt, it is understood and agreed by the Parties that such compensation will solely be paid by Blueprint to Institution and that in no event shall Blueprint make payments to Healthcare Providers hereunder.

2.2 Invoices. Institution will send Blueprint an invoice on a calendar quarterly basis for all amounts payable by Blueprint hereunder. Invoices will be submitted to Blueprint via email at the following address:

Blueprint Medicines Corporation
[redacted]
Attention: Accounts Payable [redacted]
cc: Local Screening [redacted]

Each invoice will identify the relevant Statement of Work number and will be reasonably itemized to show the Testing Services that were Completed during the relevant calendar quarter (including identifying the number of such tumor samples that were screened by each type of Test set forth in the relevant Statement of Work) consistent with the reports submitted as set forth in Section 1.2.b above and the amount payable as determined in accordance with Section 2.1 above. Payment on undisputed invoices shall be due forty-five (45) days after receipt of the invoice by Blueprint. Payment to Institution will be made by wire to the following address:

CAIXABANK
IBAN: [redacted]
Swift code: [redacted]

Institution shall be responsible for all taxes payable on account of payments by Blueprint to Institution under this Agreement.

2.3 Other Expenses. Except for costs to be reimbursed by Blueprint as specifically set forth above and except as provided in Section 4 hereof or the relevant Statement of Work, Institution will be responsible for all of its costs and expenses directly or indirectly incurred in connection with providing the Testing Services, including without limitation any foreign bank transfer fees or other third-party fees or expenses.

2.4 Currency Management. Unless otherwise specified in an applicable Statement of Work, all dollar ($) amounts payable under this Agreement are in United States Dollars and all invoices will be issued and are due in United States Dollars. All amounts will be subject to relevant currency exchange rates versus United States Dollars as of the date that the Statement of Work is fully executed. Historical exchange rates for the relevant Statement of Work execution date available from Oanda.com shall be the source referenced for such exchange rates. Unless otherwise specified in an applicable Statement of Work, all invoiced amounts in foreign currency presented to Blueprint will be converted to United States Dollars.

3. Confidentiality

3.1 Definitions. For purpose of this Agreement "**Confidential Information**" shall mean (a) all information and material of a confidential and proprietary nature received by or made available to one Party (the "**Receiving Party**") from or on behalf of the other Party (the "**Disclosing Party**") in connection with this Agreement and (b) all information, data, processes, methods and materials developed or generated by

Institution in performing Testing Services. In addition, the term "**Confidential Information**" shall be deemed to include the existence and terms of this Agreement, and each Party shall be deemed a Disclosing Party with respect to such Confidential Information.

3.2 Restrictions on Use and Disclosure. The Receiving Party shall not, without the prior written consent of the Disclosing Party, use the Disclosing Party's Confidential Information other than for purposes set forth under this Agreement. Except as otherwise expressly set forth in this Agreement, the Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose any of the Disclosing Party's Confidential Information to any other person or entity other than to its Affiliates (as defined below) and those officers, directors, employees, agents, subcontractors and consultants who (a) have a need to know such Confidential Information in order to fulfill the Receiving Party's obligations under this Agreement and (b) are bound by obligations of confidentiality and non-use at least as restrictive as those set forth in this Section 3. The Receiving Party shall take commercially reasonable steps to prevent any disclosure or use of any of the Disclosing Party's Confidential Information that is inconsistent with the terms of this Agreement. In addition, for clarity, the Receiving Party may disclose this Agreement to third parties for the purposes of licensing, sublicensing, partnering, financing, merger or acquisition activity, or other diligence activity, so long the Receiving Party advises such third parties of the confidential nature of this Agreement and such third parties are bound by confidentiality and non-use obligations no less stringent than those contained in this Agreement (but of shorter duration if customary). "**Affiliate**" shall mean, with respect to a Party, any other entity that controls, is controlled by, or is under common control with such Party. For the purpose of this definition only, "**control**" (including, with correlative meaning, the terms "**controlled by**" and "**under the common control**") means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of any entity, whether by the ownership of more than 50% of the voting security of such entity, by contract or otherwise.

3.3 Disclosure Required by Applicable Law or Regulation; Public Announcements.

(a) Disclosures of the Disclosing Party's Confidential Information. Notwithstanding any provision in this Agreement to the contrary, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent it is required to do so by any governmental or regulatory authority or court or under applicable law or regulation (including without limitation the rules and regulations promulgated by the U.S. Food and Drug Administration ("**FDA**") or the U.S. Securities Exchange Commission (the "**SEC**")). In such event, the Receiving Party shall promptly notify the Disclosing Party when such requirement to disclose has arisen, and cooperate with the Disclosing Party so as to enable the Disclosing Party to: (i) seek an appropriate protective order; (ii) make the confidential nature of the Confidential Information known to such governmental or regulatory authority or court; (iii) make any applicable claim of confidentiality in respect of the Confidential Information; and (iv) quash any order or subpoena requiring production of the Confidential Information.

(b) SEC Filings. Institution acknowledges that Blueprint may be obligated to make a filing (including the filing of a copy of this Agreement) with the SEC or other governmental or regulatory authorities regarding the existence and terms of this Agreement. Blueprint will be entitled to make such a filing if required by applicable law or regulation, *provided* that it will: (i) request confidential treatment of various terms of this Agreement; (ii) to the extent practicable, provide Institution with a reasonable opportunity to review and comment on such proposed disclosure or redacted copy of this Agreement; and (iii) deliver to Institution any written correspondence received by it or its representatives from such authority with respect to such confidential treatment request and promptly advise Institution of any other communications between it or its representatives with such authority with respect to such confidential treatment request.

(c) Public Announcements. Except as provided in Section 3.3(a) or (b) above, (i) neither Party shall issue any public announcement, press release or other public disclosure regarding the existence or terms of this Agreement without the other Party's prior written consent (which consent shall not be unreasonably

withheld, conditioned or delayed) and (ii) in the event a Party desires to issue any public announcement, press release or other public disclosure regarding the existence or terms of this Agreement or is required by applicable law or regulation to make such a public disclosure, such Party shall submit the proposed disclosure in writing to the other Party as far in advance as reasonably practicable so as to provide a reasonable opportunity to comment thereon. Neither Party shall be required to seek the permission of the other Party to repeat any information regarding the existence or terms of this Agreement or any amendment hereto that has already been publicly disclosed in accordance with this Section 3.3.

3.4 Return of Confidential Information. Upon termination or expiration of this Agreement, or at any other time upon the request of the Disclosing Party, except to the extent required by applicable laws or regulations, the Receiving Party shall, if and as requested by the Disclosing Party in writing, promptly return to the Disclosing Party or destroy all of the Disclosing Party's Confidential Information that is in its possession or control.

3.5 Ownership of Confidential Information: No License Grant. For clarity, each Party otherwise retains all right, title and interest in and to any Confidential Information it discloses or provides to the other Party and except as expressly set forth in this Agreement, nothing in this Agreement shall be deemed to grant to the other Party any right or license under any patents, patent applications, know-how, technology, inventions or other intellectual property.

3.6 Survival of Confidentiality Obligations. Notwithstanding the termination or expiration of this Agreement, the provisions of this Section 3 shall for a period of five (5) years after the expiration or termination of this Agreement.

3.7 Equitable Relief. Each Party acknowledges that unauthorized use or disclosure of the other Party's Confidential Information may cause irreparable harm for which damages at law may not be an adequate remedy. Accordingly, the Parties agree that each Party may seek specific enforcement in equity from a court of competent jurisdiction for violation of the provisions of this Agreement governing use or disclosure of the Confidential Information in addition to any and all other remedies available at law. The Parties further agree that no bond posting shall be required in connection with issuance of a preliminary injunction or temporary restraining order pursuant to this Section 3.7.

4. Indemnification and Insurance

4.1 By Blueprint. Blueprint assumes all responsibility for and hereby agrees to indemnify, defend and hold harmless Institution and its trustees, directors, officers and employees (collectively, "**Institution Indemnified Parties**") from and against any damages, liabilities and expenses (including, but not limited to reasonable attorneys' fees and expenses) incurred by Institution Indemnified Parties in connection with any third party claim to the extent arising out of: (a) any breach by Blueprint of any its representations, warranties or covenants under this Agreement; or (b) the gross negligence or intentional misconduct of Blueprint or any of its agents or employees, except in each case to the extent the damages, liabilities or expenses are attributable to the gross negligence or willful misconduct of an Institution Indemnified Party or breach by Institution of any term of this Agreement or are otherwise the subject of Institution's indemnification obligation to Blueprint under Section 4.2.

4.2 By Institution. Institution assumes all responsibility for and hereby agrees to indemnify, defend and hold harmless Blueprint, its Affiliates and their respective directors, officers and employees (collectively, "**Blueprint Indemnified Parties**") from and against any damages, liabilities and expenses (including, but not limited to reasonable attorneys' fees and expenses) incurred by Blueprint Indemnified Parties in connection with any third party claim to the extent: (a) arising out of any breach by Institution of any of its representations, warranties or covenants under this Agreement; (b) arising out of Institution's performance of any of the Testing Services; (c) alleging that Institution's performance of Testing Services constitutes an infringement or misappropriation of intellectual property rights of such third party; or (d) arising out of the gross negligence or intentional misconduct of any Institution Indemnified Party, except in

each case to the extent the damages, liabilities or expenses are caused by the gross negligence or willful misconduct of a Blueprint Indemnified Party, breach by Blueprint of any term of this Agreement or are otherwise the subject of Blueprint's indemnification obligation to Institution under Section 4.1.

4.3 Procedures. In the event of a claim of indemnity, the Party seeking indemnification must notify the indemnifying Party in writing within thirty (30) days, but in no case within less than a commercially reasonable time as the situation requires, after receipt of any claims made for which the indemnifying Party may have a duty under Section 4.1 or 4.2, as applicable; *provided*, that any failure or delay on the part of the Party seeking indemnification to notify the indemnifying Party of receipt of a claim will relieve the indemnifying Party of its obligation to indemnify the other Party for such claim under this Agreement only to the extent that the indemnifying Party has been prejudiced by the lack of timely and adequate notice. The indemnifying Party will have the sole right to defend, negotiate and, subject to the conditions set forth below, settle such claims. The indemnified Party will be entitled to participate in the defense of such matter and to employ separate counsel at its own expense to assist in such defense; *provided, however*, that the indemnifying Party will have final decision-making authority regarding all aspects of the defense of the claim. The indemnified Party will provide the indemnifying Party with such information and assistance as the indemnifying Party may reasonably require, at the expense of the indemnifying Party. Neither Party will be responsible or bound by any settlement of any claim or suit made without its prior written consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, neither Party shall admit fault or liability on behalf of the other Party without the prior written approval of such other Party.

4.4 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR MULTIPLE DAMAGES, INCLUDING LIABILITY FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION ARISING OUT OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; *PROVIDED* THAT, NOTWITHSTANDING THE FOREGOING, SUCH LIMITATION IS NOT INTENDED TO AND SHALL NOT LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTIONS 4.1 AND 4.2 OR DAMAGES AVAILABLE FOR A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3.

5. Termination

5.1 Term. Unless earlier terminated under Section 5.2, 5.3 or 5.4 below, this Agreement shall continue in effect until the second (2^{nd}) anniversary of the Effective Date (the "**Initial Term**") and may thereafter be extended by mutual written agreement of the Parties (each such extension, a "**Renewal Term**"). The Initial Term and any Renewal Terms shall be referred to collectively as the "**Term.**"

5.2 Termination for Convenience. Blueprint may terminate this Agreement in its entirety and/or any Statement of Work individually for any reason upon at least sixty (60) days prior written notice to Institution.

5.3 Termination for Breach. Either Party may terminate this Agreement upon a material breach of the terms of this Agreement, (a) where such breach by its nature is curable, by providing written notice of breach to the other Party specifying the breach not less than thirty (30) days prior to the date the non-breaching Party intends to terminate this Agreement or (b) where such breach is, by its nature, incurable, by providing notice of immediate termination by the non-breaching Party. If a curable breach has been cured by the breaching Party within thirty (30) days of notice, no such termination for cause shall exist. If a curable breach has not been cured by the breaching Party within thirty (30) days of notice, this Agreement shall terminate with immediate effect upon further written notice to the breaching Party by the non-breaching Party of such termination. Notwithstanding the foregoing, Blueprint may terminate this Agreement immediately without penalty if Institution breaches any of the covenants or warranties contained in Section 1.1(b) or Section 6.6 or if Blueprint learns that improper payments are being or have been made to or by Institution or any individual or entity acting on its behalf.

5.4 Bankruptcy. Either Party may terminate this Agreement effective immediately upon written notice to the other Party if such other Party (a) files a voluntary petition in bankruptcy or has an involuntary bankruptcy petition filed against it, which is not dismissed within ninety (90) days after its institution, (b) is adjudged as bankrupt, (c) is unable to pay its debts as they become due in the ordinary course of business, (d) has a receiver, trustee, conservator or liquidator appointed for all or a substantial part of its assets, (e) ceases to do business, (f) commences any dissolution, liquidation or winding up or (g) makes an assignment of its assets for the benefit of its creditors.

5.5 Effect of Termination or Expiration; Survival. Upon termination or expiration of this Agreement, neither Institution nor Blueprint will have any further obligations under this Agreement or in the case of termination or expiration of a Statement of Work, under that Statement of Work, except as provided in this Section 5.5. Blueprint's liability for payment to Institution shall be limited for payment for Testing Services that are Completed on or before such expiration or termination. Within fifteen (15) days after the expiration or termination of this Agreement or any Statement of Work, Institution shall deliver to Blueprint a final invoice for the Testing Services that were Completed prior to the expiration or termination of this Agreement or the relevant Statement of Work, as the case may be, in accordance with Section 2 hereof, and payment on undisputed amounts in such final invoice shall be due forty-five (45) days after receipt of the invoice by Blueprint. The Parties acknowledge that the terms, conditions and obligations under Sections 3, 4, 5.5, 6.7, 6.8 and 7 will survive any expiration or termination of this Agreement.

6. Representations and Warranties

6.1 Corporate Action. Each Party represents to the other Party that (a) it is duly organized and validly existing under the laws of its jurisdiction of organization, (b) the execution and delivery of this Agreement has been authorized by all requisite corporate action and (c) this Agreement is and will remain a valid and binding obligation of such Party, enforceable in accordance with its terms.

6.2 Absence of Other Contractual Restrictions. Institution represents and warrants that it is under no contractual or other obligation or restriction that is inconsistent with Institution's execution or performance of this Agreement or the rights granted to Blueprint under this Agreement. Institution will not enter into any agreement, either written or oral, that would conflict with Institution's obligations under this Agreement.

6.3 Qualifications of Institution Personnel. Institution has, and will engage, employees and permitted subcontractors and/or consultants ("**Institution Personnel**") with the proper skill, training and experience to provide the Testing Services. Institution will be solely responsible for paying Institution Personnel and providing any employee benefits that they are owed.

6.4 Conflicts with Rights of Third Parties. Institution represents and warrants that, to the best of Institution's knowledge, its provision of Testing Services does not violate any patent, trade secret or other proprietary or intellectual property right of any third party.

6.5 Absence of Debarment. None of Institution, its officers, Institution Personnel or any other person used by Institution to perform Testing Services has been (a) debarred, convicted, or is subject to a pending debarment or conviction, pursuant to the United States Food Drug and Cosmetic Act, (b) listed by any government or regulatory agencies as ineligible to participate in any government healthcare programs or government procurement or non-procurement programs, or excluded, debarred, suspended or otherwise made ineligible to participate in any such program, or (c) convicted of a criminal offense related to the provision of healthcare items or services, or is subject to any such pending action. Institution agrees to inform Blueprint in writing promptly if Institution or any person who is performing Testing Services is subject to the foregoing, or if any action, suit, claim, investigation, or proceeding relating to the foregoing is pending, or to the best of Institution's knowledge, is threatened.

6.6 Compliance with Anti-Corruption Laws. It is the intent of Institution and Blueprint that, in connection with the Testing Services, including but not limited to Institution's engaging any subcontractors,

no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business. Institution may engage with a subcontractor to provide Testing Services only upon receiving written assurance by the subcontractor of his or her compliance with terms substantially similar with this Section 6.6.

(a) Institution represents and warrants that, in connection with the Services, it has not, and agrees that it shall not make, offer, or authorize any payment or transfer anything of value, directly or indirectly: (i) to any government official or political party; or (ii) to any government official or any other person or entity if such payments or transfers would violate the laws of the country in which it was made or any other laws applicable to Institution or Blueprint, including, but not limited to any applicable anti-corruption laws.

(b) Institution agrees that: (i) all payments to or by or on behalf of Institution related to this Agreement shall be by check or wire transfer; (ii) no travel or entertainment expenses will be reimbursed by Blueprint hereunder; (iii) Institution shall keep accurate expense, correspondence, and other records and Blueprint shall have reasonable access to Institution's financial books and records directly related to this Agreement and the right to audit them on a periodic basis as it may relate to applicable anti-corruption laws in accordance with the terms and conditions of this Agreement; (iv) the terms of this Agreement may be disclosed by Blueprint to any agency of the United States government or any other governmental or regulatory authority; (v) Institution shall promptly notify Blueprint in writing of any evidence or reasonable suspicion of conduct associated with this Agreement that may be in violation of the applicable anti-corruption laws; and (vi) upon written request, Institution shall provide annual certifications of compliance with the applicable anti-Corruption laws.

6.7 Fair Market Value. The compensation to be paid to Institution under this Agreement will be fair market value for the Testing Services rendered as determined through good faith and arms-length bargaining. No consideration paid or reimbursed is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase or order of any Blueprint product, or the recommending or arranging for the purchase or order of any Blueprint product.

6.8 Certain Disclosures and Transparency. Institution acknowledges that Blueprint may be required to abide by certain laws and regulations that mandate disclosure of certain transfers of value provided to certain healthcare professionals and institutions. Institution agrees that Blueprint may, in Blueprint's sole discretion, disclose information about this Agreement and about the Testing Services, including any compensation paid, directly or indirectly, to Institution or any healthcare provider(s) engaged or employed by Institution pursuant to this Agreement. Institution agrees to promptly supply information reasonably requested by Blueprint for these disclosure purposes.

6.9 Data Protection and Privacy. If and to the extent Institution provides "personal data" (as defined in **Appendix 1** hereto) to Blueprint in connection with the Testing Services under this Agreement, Blueprint and Institution each acknowledge that the terms and conditions set forth in **Appendix 1** hereto shall apply.

6.10 Laboratory Used for Testing Services. Institution represents and warrants that the laboratory used by it to perform the Testing Services is (a) owned and operated by Institution, (b) accredited by the College of American Pathologists or equivalent local body such as ISO, (c) certified under CLIA or equivalent local body such as ISO.

6.11 No Payor Reimbursement. Institution represents and warrants that neither Institution nor, to the best of its knowledge, any Healthcare Provider receiving the results of the Testing Services at no cost, will bill or otherwise make submissions to Medicaid, Medicare or any other governmental or private payors seeking coverage or reimbursement for such Testing Services.

7. Miscellaneous

7.1 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party; *provided, however*, that this Agreement may be assigned without such consent by Blueprint (a) in connection with the merger, consolidation, transfer, exclusive license or sale of all or substantially all of its assets or business to which this Agreement relates or (b) to any of its Affiliates. Any attempted assignment or transfer not in accordance with the foregoing shall be void. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

7.2 Negotiated Agreement. The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its advisors participated in the preparation or negotiation of this Agreement.

7.3 Force Majeure. In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders or decrees, riots, insurrection, acts of terrorism, war, acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay, other than the payment of monies when due hereunder. Notice of the start and stop of any such force majeure shall be provided to the other Party. The Party affected by any such force majeure shall promptly notify the other Party of such circumstances and resume performance as soon as reasonably practicable.

7.4 Use of Names. Except as explicitly provided by this Agreement, neither Party has the right to use the other Party's name or the names of the other Party's employees in any advertising, promotional material, press release, or other public statement without prior written permission of the other Party (which consent will not be unreasonably withheld, conditioned or delayed), except to the extent such disclosure is reasonably necessary for (a) regulatory filings, including without limitation filings with the SEC or FDA, (b) pursuing or defending litigation, subject to an appropriate protective order, or (c) complying with (i) applicable legal requirements or governmental regulations, including any securities laws or regulations, or (ii) the regulations or requirements of any stock exchange or stock listing entity.

7.5 No Joint Venture or Agency. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other Party, or to incur obligations for or on behalf of the other Party, without such other Party's prior written consent.

7.6 Entire Agreement; Amendments. This Agreement, together with the Exhibits and Appendices hereto and the Statements of Work, represents the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes prior agreements or understandings between the Parties relating to the subject matter of this Agreement; *provided, however*, that for the avoidance of doubt, the Parties acknowledge that this Agreement does not supersede or amend any clinical trial agreements by or between the Parties. This Agreement may be modified only by a writing signed by duly authorized representatives of both Parties.

7.7 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware, USA, without regard to its principles of conflicts of laws.

7.8 Notices. All notices, requests, demands, and other communications given hereunder (collectively, "**Notices**") shall be in writing and personally delivered, mailed by registered or certified mail (postage prepaid), or delivered by a nationally recognized overnight courier service, to the following addresses. All Notices shall be deemed delivered (a) when actually received if personally delivered, (b) five (5) business

days after having been placed in the mail if sent by registered or certified mail or (c) upon receipt if sent via a nationally recognized overnight courier service, in each case addressed in accordance with this Section 7.8:

If to Institution: Hospital Universitario Virgen del Rocío,
[redacted]
Attention: Asesoría Jurídica

If to Blueprint: Blueprint Medicines Corporation
[redacted]
Attention: Legal Department

7.9 Severability. Each and every provision set forth in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable by virtue of the fact that, for any reason, any other provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is invalid or unenforceable for any reason whatsoever, that provision will be appropriately limited and reformed to the maximum extent provided by applicable law. In the event any provision of this Agreement is required to be limited or reformed under this Section 7.9, the Parties shall make good faith effort to amend this Agreement to replace any such invalid or unenforceable provision and to reform this Agreement in such a way that the objectives contemplated by the Parties when entering into this Agreement may be realized.

7.10 Waiver. No waiver of any term, provision or condition of this Agreement or any Statement of Work (whether by conduct or otherwise) in any one or more instances will be deemed to be or construed as a further or continuing waiver of any such term, provision or condition of this Agreement or Statement of Work or a waiver of any other term.

7.11 Headings and Subheadings. The headings and subheadings used in this Agreement and the Statements of Work hereunder are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.12 Counterparts. This Agreement and each Statement of Work may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their respective duly authorized representatives as of the Effective Date.

BLUEPRINT MEDICINES CORPORATION

By: [redacted]
Name: Christopher D. Turner, MD
Title: VP, Clinical Development

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

By: _____
Name: José Cañón Campos
Title: Managing Director