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RESEARCH FUNDING AGREEMENT

This Agreement is made by and between:

Ethicon UK, a division of JOHNSON & JOHNSON MEDICAL LIMITED (hereinafter referred to as **"COMPANY**"), having a place of business [redacted], United Kingdom;

and

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla -FISEVI- (hereinafter referred to as "**SPONSOR**"), having a place of business at [redacted];

and

Professor Juan Bellido Luque (hereinafter referred to as "**PRINCIPAL INVESTIGATOR**"), having a place of business at [redacted]

and will be effective as of the date where the last party signs off the Agreement.

WHEREAS, COMPANY has agreed to provide funding and support to SPONSOR and its employee, the PRINCIPAL INVESTIGATOR, to conduct a clinical investigation as sponsor-investigator according to a protocol and any related amendments (the "Protocol") entitled '**NEW ABSORBABLE BARBED VS NON-BARBED SUTURE IN MIDLINE OR SUBCOSTAL LAPAROTOMY CLOSURE. PROSPECTIVE RANDOMIZED CONTROL TRIAL**' (WC-2021-05) (the "Study"), attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS, SPONSOR is the beneficiary and responsible entity for the management of the research funds for the public health centres and institutions in the province of Seville, including the Hospital Universitario Virgen Macarena (hereinafter called the "Centre").

WHEREAS, SPONSOR through the Centre is equipped to undertake the Study under its own responsibility and under the direction of PRINCIPAL INVESTIGATOR and SPONSOR and PRINCIPAL INVESTIGATOR have agreed to perform the Study as SPONSOR according to the definition of EN ISO 14155, on the terms and conditions hereinafter set forth.

WHEREAS, COMPANY, PRINCIPAL INVESTIGATOR and SPONSOR are interested in the expansion and dissemination of scientific knowledge.

WHEREAS, COMPANY as a condition for the funding and support of the Study desires to bind and PRINCIPAL INVESTIGATOR and SPONSOR agree to be bound to the conditions of support identified herein.

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NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants expressed herein, the parties agree as follows:

1. Performance of Study

1.1. SPONSOR and PRINCIPAL INVESTIGATOR agree to use their best efforts and professional expertise to perform the Study in accordance with the Protocol, including any subsequent Protocol amendments, all applicable legal and regulatory requirements and in accordance with the terms and conditions of this Agreement.

1.2. SPONSOR and PRINCIPAL INVESTIGATOR retain the sole and complete regulatory responsibility as the SPONSOR of the Study. COMPANY will support SPONSOR and PRINCIPAL INVESTIGATOR in fulfilling certain of its regulatory duties as the SPONSOR of the Study, as set forth in this Agreement.

1.3. In the event that the PRINCIPAL INVESTIGATOR becomes no longer affiliated with SPONSOR, SPONSOR shall provide written notice to COMPANY within three (3) days of such departure. In case that PRINCIPAL INVESTIGATOR is no longer affiliated with SPONSOR, SPONSOR will designate a new PRINCIPAL INVESTIGATOR. COMPANY shall have the right to approve any new PRINCIPAL INVESTIGATOR designated by SPONSOR. The new PRINCIPAL INVESTIGATOR shall be required to agree to the terms and conditions of this Agreement. In the event COMPANY does not approve such new PRINCIPAL INVESTIGATOR, COMPANY may terminate this Agreement in accordance with Article 14.2 below and SPONSOR shall take all necessary steps to accommodate COMPANY's decision.

2. Ethics Committee (EC) - Informed Consent - Authorizations

2.1. In accordance with the laws and regulations applicable at the Study Site(s), SPONSOR and PRINCIPAL INVESTIGATOR shall be responsible for obtaining approval of the Protocol and its amendments, Informed Consent Form, Study recruitment procedures (e.g. advertisements, financial compensation) and any other relevant documents in connection with the Study, from the appropriate EC prior to commencement of the Study. In the event the EC requires changes in the Protocol or Informed Consent Form, such changes shall not be implemented until COMPANY is notified.

2.2. SPONSOR and PRINCIPAL INVESTIGATOR shall be responsible for ensuring that the Informed Consent Form is signed by or on behalf of each human subject before first Study related procedure. This Informed Consent document shall be the document approved by each of the Study sites related ECs, prior to the subject's participation in the Study. SPONSOR and PRINCIPAL INVESTIGATOR agree to include elements in the Informed Consent Form that COMPANY considers critical in light of its special knowledge of the Study Product.

2.3. If requested by the COMPANY, SPONSOR and PRINCIPAL INVESTIGATOR shall provide COMPANY with a copy of the letter of approval from the EC, the approved Informed Consent Form and any relevant communications with the EC, which includes but is not limited to information which may affect the conduct of the Study.

2.4. Authorizations. SPONSOR and PRINCIPAL INVESTIGATOR shall be responsible for fulfilling all other authorization formalities related to the conduct of the Study and if required, for obtaining the

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written authorization from the competent Health Authorities prior to commencement of the Study.

3. Report of Incidents and other Data

3.1. SPONSOR and PRINCIPAL INVESTIGATOR shall be solely responsible for complying, within the required timelines, with any safety reporting obligation towards the competent Health Authorities, the Ethics committees and the participating (co or sub) investigators as defined in the applicable laws and regulations.

3.2. SPONSOR and PRINCIPAL INVESTIGATOR also agree to immediately report to COMPANY (but not later than twenty-four (24) hours after learning of any serious adverse events, device malfunction, failure, as more fully set forth in Exhibit B, to this Agreement). SPONSOR and PRINCIPAL INVESTIGATOR agree to follow up on safety information as requested by COMPANY and/or as detailed in Exhibit B.

3.3. SPONSOR and PRINCIPAL INVESTIGATOR agree to update the Protocol and Informed Consent at the request of COMPANY for safety related reasons.

4. Monitoring – Audit/Inspection

4.1. Monitoring. SPONSOR and PRINCIPAL INVESTIGATOR are solely responsible for the monitoring of the Study in compliance with Good Clinical Practices.

4.2. Audit/Inspection. During the term of this Agreement, PRINCIPAL INVESTIGATOR and SPONSOR agree to permit representatives of COMPANY (up to 14 days' notice in advance) to examine at any reasonable time during normal business hours (i) the facilities where the Study is being conducted and (ii) any relevant information necessary (other than raw data including original patient records) to confirm that the Study is being conducted in conformity with the terms of this Agreement. SPONSOR and PRINCIPAL INVESTIGATOR shall immediately notify COMPANY if a competent health authority schedules or, without scheduling, begins an inspection of the site.

4.3. SPONSOR and PRINCIPAL INVESTIGATOR agree to take any reasonable actions requested by COMPANY to cure deficiencies noted during an audit or inspection performed by the COMPANY.

5. Study Product

5.1. As part of the support provided by the COMPANY, COMPANY will provide 66 units of Stratafix Symmetric PDS Plus (barbed suture) free of charge for eligible patients who are enrolled in the Study until such time as they complete the Study.

5.2. COMPANY is responsible for the initiation of the delivery of the Study Product. COMPANY will provide support to the SPONSOR and PRINCIPAL INVESTIGATOR to enable them to comply with the SPONSOR 's duties related to the manufacturing, packaging, labeling and coding, supplying and handling of the Study Product and related information to be submitted to the competent Health Authorities where required. COMPANY declares and warrants that the Study Product will be manufactured and controlled in compliance with Good Manufacturing Practices.

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5.3. SPONSOR declares and warrants to label the Study Product for the only use within the scope of the Study. SPONSOR declares and warrants to use the Study Product only for the conduction of the Study. SPONSOR and PRINCIPAL INVESTIGATOR shall be responsible for complete product accountability in accordance with good clinical practices and agree that Study Product provided by COMPANY under the terms of this Agreement shall be used only for this Study and its enrolled subjects. SPONSOR will ensure that the Study Product will be stored adequately and that no expired Study Product will be given to any subject in this Study.

5.4. At the end or termination of this Study, all Study Products shall be returned to COMPANY.

5.5. SPONSOR and PRINCIPAL INVESTIGATOR will not submit bills to third party payment programs for the distribution or use of the free Study Product supplied by COMPANY in good faith solely for the use of subjects enrolled in the Study, nor will SPONSOR and/or PRINCIPAL INVESTIGATOR bill third party programs for the services rendered to administer infusions of Study Product to Study subjects.

6. Funding

6.1. The total funding budget which COMPANY has agreed to provide to SPONSOR and PRINCIPAL INVESTIGATOR to support the Study with the number of patients specified in the Protocol is Thirty-Eight Thousand, Six Hundred and Forty Euros (€ 38,640.00) as set forth in the Budget attached hereto as Exhibit C and incorporated herein by reference.

The payments will be transferred to the following account of the SPONSOR on presentation of an official invoice:

Account Name	FUNDACIÓN FISEVI
Bank Name	[redacted]
Sort code	
Account number	
Swift code	
IBAN number	

6.2. The SPONSOR and PRINCIPAL INVESTIGATOR assure and guarantee that the payments will be used only for the conduct of the Study. The correct payment of taxes is to be ensured by the SPONSOR and PRINCIPAL INVESTIGATOR. Payments are made as net payments. If any VAT is due, COMPANY will also pay VAT after receipt of a detailed invoice.

6.3. The parties acknowledge and agree that the funding and support provided by COMPANY to SPONSOR and PRINCIPAL INVESTIGATOR pursuant to this Agreement represents a fair market value, has been negotiated in an arms-length transaction, and has not been determined in a manner that takes into account the volume or value of any referrals or other business otherwise generated between the parties and shall not obligate SPONSOR and/or PRINCIPAL INVESTIGATOR to purchase, use, recommend or arrange for the use of any product of the COMPANY.

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7. Reporting of Study Progress

SPONSOR and PRINCIPAL INVESTIGATOR shall report to COMPANY in writing the results and status of its research under this Agreement **quarterly**, and shall issue a final Study report, in a form acceptable to COMPANY, which shall among other things include a full summary of safety and efficacy information from the Study, within ninety (90) days following (a) completion of the Study/last patient last follow-up or (b) termination of this Agreement. Reports hereunder shall be sent to:

[redacted]

8. Compliance with Applicable Laws

8.1. SPONSOR and PRINCIPAL INVESTIGATOR will conduct the Study and maintain records and data during and after the term of this Agreement in compliance with all applicable legal and regulatory requirements, as well as with generally accepted conventions such as Directive 93/42/EWG and its Annexes, EN ISO 14155-1: clinical investigations of medical devices for human subjects – general requirements, EN ISO 14155-1: clinical investigations of medical devices for human subjects – clinical investigation plans, and the Declaration of Helsinki.

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

8.2. Parties agree that the collection, processing and disclosure of Personal Data in connection with this Agreements, such as Personal Data related to Study subjects (e.g. patient health and medical information) or any investigational staff (e.g., name, hospital or clinic address and phone number, curriculum vitae) be it internal or external is subject to compliance with applicable personal data protection and security laws and regulations, including, where applicable, the EU General Data Protection Regulation (GDPR). Each party confirms that it has obtained all right and consents necessary to collect, process and disclose Personal Data. When collecting and processing Personal Data related to Study subjects, SPONSOR and PRINCIPAL INVESTIGATOR agree to take appropriate measures to safeguard the Personal Data, to maintain the confidentiality of patient health and medical information, to properly inform the concerned data subjects about the collection and processing of their personal data, to grant data subjects reasonable access to their Personal Data, to prevent access by unauthorized persons, and to address other Study subject rights as per applicable law.

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The Parties will implement appropriate technical and organizational measures to ensure a level of security for Personal Data processed in connection with the Agreement that is appropriate to the risk.

COMPANY may transmit Personal Data of the PRINCIPAL INVESTIGATOR and any investigative staff (internal or external) to other affiliates of the Johnson & Johnson group of companies and their respective agents worldwide. Accordingly, Personal Data may be transmitted to countries outside the European Economic Area, such as the United States, which the EU has determined currently lack appropriate privacy laws providing an adequate level of privacy protection. Nonetheless, COMPANY and its affiliates of the Johnson & Johnson group of companies and respective agents will apply adequate privacy safeguards to protect such Personal Data. Personal Data may also be disclosed as required by individual regulatory agencies or applicable law. The parties also agree that COMPANY can use the Personal Data for managing internal studies, for customer satisfaction surveys and/or other market research activities aimed at the improvement of internal processes and ensuring that their contact information is contained in a faithful and complete way in other systems used by COMPANY and its affiliates, in compliance with this paragraph.

COMPANY has provided certain details regarding its Personal Data handling practices, concerning Personal Data related to PRINCIPAL INVESTIGATOR and any investigational staff, including data subject rights, in Exhibit D. PRINCIPAL INVESTIGATOR agrees to inform all Investigative Staff from who Personal Data is collected, during the course of the Study, in scope of this Agreement about Personal Data handling practices as specified in Exhibit D.

SPONSOR represents, warrants and covenants that the Personal Data related to Study subject will be pseudonymized to replace any information that directly identifies a Study subject with a subject identification code when provided to COMPANY.

In case of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed ("**Privacy Incident**"), the party who becomes aware of the Privacy Incident will immediately notify the other party, taking into account the nature of the processing and the roles of the Parties. Such notification shall specify the nature of the Privacy Incident, the categories and approximate number of data subjects and Personal Data records impacted by such Privacy Incident. Each party agrees to fully cooperate with the other party and resolve any such Privacy Incident and provide the other party any information necessary to provide notifications. Each party agrees to fully cooperate with respect to any data protection impact assessments and/or prior consultations that may be required with respect to the processing of Personal Data under this Agreement.

9. Ownership - Use of Data – Confidentiality – Registry - Publication

9.1. All case report forms and other data (including without limitation, written, printed, graphic, video and audio material, and information contained in any computer database or computer readable form) created or developed during the course of the Study (the "**Data**") shall be the property of SPONSOR and PRINCIPAL INVESTIGATOR, which may utilize the Data in any way it deems appropriate, subject to and in accordance with applicable privacy laws and the terms of this Agreement. However, COMPANY shall have the right to review any use of the Data prior to use to ensure the Data does not contain any COMPANY Confidential Information and shall have access to the results of the Study, by receiving a copy of the manuscript. If COMPANY finds any COMPANY

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Confidential Information in the Data, SPONSOR and/or PRINCIPAL INVESTIGATOR shall ensure that such information is omitted before use of the Data. .

9.2. All information concerning Study Product, or COMPANY's operations, such as COMPANY's patent applications, formulas, manufacturing processes, basic scientific data, prior clinical data and formulation information supplied by COMPANY to SPONSOR or PRINCIPAL INVESTIGATOR and not previously published (the "**COMPANY Confidential Information**") are considered confidential and shall remain the sole property of COMPANY. Both during and after the term of this Agreement, SPONSOR and PRINCIPAL INVESTIGATOR will use diligent efforts to maintain in confidence and use only for the purposes contemplated in this Agreement information which is identified in the preceding sentence as confidential or which a reasonable person would conclude is the confidential and proprietary property of COMPANY and which is disclosed by or on behalf of COMPANY to SPONSOR or PRINCIPAL INVESTIGATOR. The preceding obligations shall not apply to Data or information (a) which has been published through no fault of SPONSOR or PRINCIPAL INVESTIGATOR, (b) which COMPANY agrees in writing, may be used or disclosed, (c) which is published in accordance with Article 9.4, or (d) that is developed independently at SPONSOR by persons who had no direct or indirect access to the COMPANY Confidential Information, as shown by contemporaneous written records. All COMPANY Confidential Information shall be returned to COMPANY at the earlier of the conclusion of this Study or termination of this Agreement.

9.3. Prior to initiating enrolment, SPONSOR and PRINCIPAL INVESTIGATOR may register the Study in the public registry accessible for free [redacted] in a manner that comports to prevailing editorial standards and statements (see e.g., International Committee of Medical Journal Editors). Upon completion of the Study, SPONSOR and PRINCIPAL INVESTIGATOR will seek to publish in the peer-reviewed literature the results of the Study and any background information provided by COMPANY that is necessary to include in any publication of Study results or necessary for other scholars to verify such research results. Once published SPONSOR and PRINCIPAL INVESTIGATOR, shall cite the publication on a clinical study results web site (e.g., [redacted] If the results are not accepted for publication within 18 months of completion of the Study, SPONSOR and PRINCIPAL INVESTIGATOR will post the results on a clinical study results web site [redacted] in the form of a clinical study report synopsis using the ICH E-3 format.

9.4. SPONSOR and PRINCIPAL INVESTIGATOR shall be free to publish or publicly present the results of the Study and any background information provided by COMPANY that is necessary to include in any publication of Study results or necessary for other scholars to verify such research results. Prior to submission for publication or presentation, SPONSOR and PRINCIPAL INVESTIGATOR will provide COMPANY with at least sixty (60) days for review of a manuscript. COMPANY, SPONSOR and PRINCIPAL INVESTIGATOR will arrange expedited reviews for abstracts, poster presentations or other materials. Notwithstanding the foregoing, no paper that incorporates COMPANY Confidential Information will be submitted for publication without prior written consent of COMPANY. If requested in writing, SPONSOR and PRINCIPAL INVESTIGATOR will withhold such publication for up to an additional sixty (60) days to allow for filing of a patent application. SPONSOR and PRINCIPAL INVESTIGATOR warrant the compliance of all Study Investigators and other personnel involved with the Study with the provisions of this paragraph.

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10. Patents

10.1. The "Background Intellectual Property" means the Intellectual Property Rights and Know-How which belong to one of the Parties and used in or disclosed in connection with the performance of the Study, and which is provided by this Party to the others for use in the Study. All Background Intellectual Property will remain the property of the Party that owns it.

10.2. Study Product is the property of the COMPANY. As mentioned in clause 5, the COMPANY grants the PRINCIPAL INVESTIGATOR and/or the SPONSOR a non-exclusive, non-transferable, non-sublicensable, revocable right to use the Study Product solely for the performance of the Study, in accordance with the Protocol.

10.3. All rights to any patent application or patent as a result of the work conducted under this Agreement in accordance with the Protocol shall be based on inventorship under European patent laws and shall be assigned to the owner of the resulting patent or patent application based on existing or executed employee or other agreements between the inventors and the SPONSOR and/or PRINCIPAL INVESTIGATOR.

10.4. In any case, the corresponding ownership of any information, invention or discovery that is generated within the object of this Agreement corresponding to the SPONSOR and/or PRINCIPAL INVESTIGATOR, will correspond to the Andalusian Health Service, as well as any other entities to those to which the PRINCIPAL INVESTIGATOR is linked, within the scope of their investigative functions.

10.5. In consideration of COMPANY's support and funding for the Study, SPONSOR and PRINCIPAL INVESTIGATOR will grant to COMPANY a non-exclusive, worldwide, royalty-free license for commercial and non-commercial purposes on any patent applications or patents that arise out of the Study that are owned or co-owned by SPONSOR and/or PRINCIPAL INVESTIGATOR. SPONSOR and PRINCIPAL INVESTIGATOR shall promptly disclose to COMPANY any invention or discovery arising under this Agreement.

11. Debarment

SPONSOR and PRINCIPAL INVESTIGATOR shall not employ, contract with or retain any person directly or indirectly to perform services under this Agreement if such a person (i) is debarred by a competent Health Authority (including, if applicable, the US FDA) or (ii) has been sentenced for malpractice related to the conduct of clinical trials. Upon written request from COMPANY, SPONSOR and PRINCIPAL INVESTIGATOR shall, within ten (10) days, provide written confirmation that it has complied with the foregoing obligation. This shall be an ongoing representation and warranty during the term of this Agreement and SPONSOR and PRINCIPAL INVESTIGATOR shall immediately notify COMPANY of any change in the status of the representation and warranty set forth in this Section.

12. Insurance

SPONSOR and PRINCIPAL INVESTIGATOR shall secure and maintain in full force and effect through the performance of the Study (and following termination of the Study to cover any claims arising

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from the Study) insurance coverage in amounts appropriate to the conduct of the Study and in conformance with applicable legal and regulatory requirements.

13. Indemnification

13.1. SPONSOR and PRINCIPAL INVESTIGATOR agree that neither COMPANY, nor any of its affiliates or subsidiaries, their respective officers, directors, or employees will bear any responsibility or liability for claims, losses, injuries, or other damages arising under this Agreement and the related Study, research, and/or meetings or publications regarding same, and SPONSOR and PRINCIPAL INVESTIGATOR will indemnify, defend, and hold COMPANY harmless and its respective subsidiaries and affiliates, and their respective officers, directors and employees harmless from such liability.

13.2 SPONSOR and PRINCIPAL INVESTIGATOR UNDERSTAND AND AGREE THAT COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE USE OF THE STUDY PRODUCT IN THE STUDY. WITHOUT LIMITING THE FOREGOING, COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Term and Termination

14.1. The term of this Agreement shall begin on the Effective Date stated above and end upon COMPANY's receipt of a final Study report and written notification that the Study Data have been accepted for publication in a peer-reviewed journal. SPONSOR and PRINCIPAL INVESTIGATOR will strive to adhere to the following timelines:

(i) commencement of the Study: 31 December 2023, but no later than six months after the Effective Date
(ii) last patient enrolled in the Study: 31 December 2024;
(iii) completion of final Study follow-up visit: 31 December 2026;
(iv) completion of final Study report for the follow-up phase of the Study: 30 June 2027, but no later than six months after last patient out of the Study.

14.2. This Agreement may be terminated by COMPANY at any time in the exercise of its sole discretion upon fifteen (15) days' prior written notice to SPONSOR and PRINCIPAL INVESTIGATOR. Reasons for termination of this Agreement may include but are not limited to:

(i) breach of contract;
(ii) receipt of safety information that makes it prudent to do so; or
(iii) receipt of data suggesting lack of sufficient efficacy; or
(iv) non-compliance with applicable laws and regulations.

14.3. Notwithstanding the above, COMPANY may immediately terminate this Agreement and require that the Study be stopped if, within its sole judgment, such immediate termination is necessary based upon considerations of patient safety. Upon receipt of notice of Study termination, SPONSOR and PRINCIPAL INVESTIGATOR agree to promptly terminate conduct of the Study to the extent medically permissible for any patients. In the event of termination hereunder, other than as a result of a material breach by SPONSOR or PRINCIPAL INVESTIGATOR, the total sums payable by COMPANY pursuant to this Agreement shall be equitably prorated for actual work advanced to

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the date of termination, with any unexpended funds previously paid by COMPANY to SPONSOR being promptly refunded to COMPANY.

14.4. In case the Agreement or Study is terminated by the SPONSOR or PRINCIPAL INVESTIGATOR, SPONSOR or PRINCIPAL INVESTIGATOR agree to inform the COMPANY in writing, outlying the reasons for such earlier termination.

15. Independent Parties

SPONSOR and PRINCIPAL INVESTIGATOR are acting in the capacity of independent parties hereunder and not as employees or agents of COMPANY.

16. Conflict of Interest

SPONSOR and PRINCIPAL INVESTIGATOR confirm that there is no conflict of interest between the parties that would inhibit or affect SPONSOR and/or PRINCIPAL INVESTIGATOR´s performance under this Agreement and confirm that their performance under this Agreement does not violate any other agreement with third parties. SPONSOR and PRINCIPAL INVESTIGATOR will promptly inform COMPANY if any conflict of interest arises during the performance of this Agreement.

17. Publicity

None of the parties shall use the name of any other party for promotional purposes without prior written consent of the party whose name is proposed to be used, nor shall either party disclose the existence or substance of this Agreement except as required by law.

18. Controlling Law

This Agreement shall be governed by and shall be construed in accordance with the laws of Spain without regard to any conflict of laws provisions. The parties consent to the exclusive jurisdiction of the courts located in Seville, Spain for the resolution of all disputes or controversies between the parties hereto that the parties are unable to settle amicably.

19. Notice

Any notices given hereunder shall be sent by (i) mail, return receipt requested, (ii) overnight courier service, or (iii) personally delivered as follows:

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20. Assignment

20.1. COMPANY shall have the right to assign this Agreement to an affiliate of COMPANY upon prior written notice to SPONSOR and PRINCIPAL INVESTIGATOR. In all other instances, neither party shall assign its rights or duties under this Agreement to another without prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns.

21. Healthcare Compliance

21.1. Notwithstanding anything to the contrary in this Agreement the SPONSOR hereby agrees that:

21.1.1. they shall not perform any actions that are prohibited by local and other anti-corruption laws that may be applicable to one or both parties to the Agreement;

21.1.2. they shall not, directly or indirectly, make any payment, or offer or transfer anything of value, or agree or promise to make any payment or offer or transfer anything of value, to a government official or government employee, to any political party or any candidate for political office or to any other third party related to the transaction with the purpose of influencing decisions related to COMPANY and/or its business in a manner that would violate Anti-Corruption Laws.

21.2. The SPONSOR shall maintain and provide COMPANY and its auditors and other representatives with access to records (financial and otherwise) and supporting documentation related to the subject matter of the Agreement as may be requested by COMPANY in order to document or verify compliance with the provisions of this clause.

21.3. If the SPONSOR fails to comply with any of the provisions of this clause (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of this Agreement and, upon any such failure, COMPANY shall have the right to terminate this Agreement with immediate effect upon written notice to the SPONSOR , without penalty or liability of any nature whatsoever.

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22. Survival

The provisions of Articles 1, 2, 3, 5, 8, 9, 10, 13, 16, 17, 18, 19 and **Error! Reference source not found.** shall survive termination of this Agreement.

23. Agreement Modifications

This Agreement, including the Exhibits, may not be altered, amended or modified except by written document signed by all parties.

24. Counterparts / Electronic Signatures

Where permitted according to applicable law, this Agreement and any amendments may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Where counterparts are not permitted according to applicable law, this Agreement and any amendments must be executed (i) either in paper form, in as many original copies as there are parties to the agreement or relevant amendment, each copy to be signed in full by each party on the same instrument, or (ii) in electronic form through a validated electronic signing software, where the electronic version is signed in full by each party on the same electronic instrument. Electronically executed or electronically transmitted (including via fax) signatures shall have the full force and effect of original signatures.

[Signatures to follow on the next page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date set forth below, each party acknowledging receipt of one copy.

In case the parties agree to execute this Agreement by way of an electronic signature, they agree this shall constitute a valid and enforceable agreement between the parties. The present Agreement shall then be made in a pdf version which is signed electronically by each party.

COMPANY

By:_[redacted]te:_09-Aug-2023 | 05:00 EDT_____

Nam[redacted]

Title: Manager, Clinical Trials

SPONSOR

By:[redacted] Date:_13-sep.-2023 | 11:46 PDT_____

Name: D Jos Cañón Campos

Title: Managing Director.

ACKNOWLEDGED AND AGREED TO:

By:[redacted] Date:_13-sep.-2023 | 20:44 CEST_____

Name: Professor Juan Bellido Luque

Title: PRINCIPAL INVESTIGATOR

Include Exhibits: **A. Protocol**
B. Adverse Event Reporting
C. Budget
D. Personal Data Concerning PRINCIPAL INVESTIGATOR and Any Investigative Staff

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