

RESEARCH SERVICES AGREEMENT FOR REMNANT HUMAN SPECIMEN

This Laboratory Services Agreement ("Agreement") is entered into by and between the Fondazione IRCCS Ca' Granda Ospedale Maggiore Policlinico ("Institution"), having a principal place of business located at via Francesco Sforza 28, 20122 Milano, Italy, and Abbott Laboratories ("Abbott") having a principal place of business located at 100 Abbott Park Road, Abbott Park, IL 60064 (Institution and Abbott will be referred to hereinafter individually as a "Party" and collectively as the "Parties"). ~~This Agreement is effective upon the last date of full execution by the Parties ("Effective Date").~~ (A01)

WHEREAS, Abbott desires to retain Institution to perform laboratory services related to the preparation and transfer to Abbott of certain quantities of de-identified leftover, remnant human biospecimens and bodily fluids ("Specimen") and accompanying information and demographic data related to the Specimen ("Information"), each as set forth in the attached **Exhibit A** (Specimen and Information are hereinafter collectively referred to as "Materials") under the terms and conditions of this Agreement and Institution desires to conduct the services and transfer Materials to Abbott under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Term and Termination.

- (a) This Agreement is effective upon the Effective Date and will terminate one (1) year from the Effective Date (the "Term"), unless terminated earlier as provided in Section 1(b) below. This Agreement may be extended upon written agreement signed by the Parties.
- (b) This Agreement may be terminated: (i) by either Abbott or Institution upon written notice to the other Party if the other Party has breached a material term of this Agreement and such breach is not cured within thirty (30) days following receipt of notice of such breach from the non-breaching Party; (ii) by Abbott without cause upon at least thirty (30) days prior written notice to Institution; or (iii) by Abbott as otherwise set forth herein.
- (c) Termination or expiration of this Agreement will not affect any rights or obligations which have accrued prior thereof, or any other rights or remedies provided at law or equity which either Party may otherwise have. Sections 1, 3 through 9 and Sections 11 through 18 of this Agreement will survive the termination or expiration of this Agreement. In addition, any provisions of this Agreement that: (i) expressly state that they survive termination; (ii) are irrevocable; (iii) arise due to the termination or expiration of this Agreement; or (iv) are necessary to effectuate any such provision, will survive the termination or expiration of this Agreement in accordance with their terms.

2. Services.

- (a) As Abbott reasonably directs, Institution and Institution Personnel (as defined below) will perform the activities and provide Materials to Abbott or Abbott's designated testing facility as detailed in **Exhibit A**, attached hereto and incorporated herein (collectively, the "Services"). "Institution Personnel" means Institution's employees and researchers (including Institution's contact identified in **Exhibit A**), agents, permitted subcontractors, Affiliates and all other personnel performing activities in connection with this Agreement with or without compensation; and "Affiliates" means, with respect to either Party, a corporation, or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. As used herein, the term "control" means possession of direct or indirect power to order or cause the direction of the management and policies of a corporation or other entity whether (i) through the ownership of more than fifty percent (50%) of the voting securities of the other entity, or (ii) by contract, statute, regulation or otherwise.
- (b) Abbott's contact with Institution regarding activities related to the Services is the Institution Personnel identified in **Exhibit A**. Abbott is entering into this Agreement with the understanding that the qualified Institution Personnel identified in **Exhibit A** will be responsible on Institution's behalf for the conduct of the Services. Institution's contact with Abbott regarding activities related to the Services is identified in **Exhibit A**.

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- (c) Upon Abbott's request and as may be set forth in **Exhibit A**, Institution and Institution Personnel will submit oral or written reports, data, and reports on the progress of the Services in such detail and form as Abbott may reasonably specify.
- (d) Institution and Institution Personnel will perform the Services and perform its respective obligations under this Agreement in accordance with all applicable constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international; judgments, orders, writs, injunctions, decisions, rulings and decrees; policies, voluntary restraints, practices and guidelines of, or contracts with applicable regulatory authorities, which, although not actually having the force of law, are considered by such regulatory authority as requiring compliance as if having the force of law; and all industry guidelines, policies, codes of practice and standards relating to, or having jurisdiction over the Services (collectively, "Law(s)") and Abbott's written instruction. In furtherance of the foregoing, as applicable, Institution will (i) cooperate fully with Abbott in all matters pertaining to the importation of Materials pursuant to this Agreement and (ii) take all actions reasonably requested by Abbott to ensure compliance with applicable customs laws.

3. Materials.

- (a) All Materials provided to Abbott hereunder are restricted to remnant Specimens and Information that are not individually identifiable, and obtained by Institution in adherence with statement of exemption recognized by applicable Laws and by internal policy of the Institution. s. Information accompanying the Specimen will not make the Material source identifiable to Abbott. For the sake of clarity, Institution will ship to Abbott only de-identified Materials, in according with Reg. UE 679/2016 (GDPR)
- (b) Institution will prepare the Materials for shipment as mutually agreed upon by the Parties. Institution will consult with Abbott on a case-by-case basis regarding arrangements to accommodate special transportation requirements for shipments of Materials. Abbott will have the right to reject any questionable Materials. If Materials are rejected by Abbott, Institution will, within a period of time acceptable to Abbott, replace the defective Materials with Materials that conform to Abbott's specifications.
- (c) Abbott, Abbott's Affiliates and third parties with whom Abbott has written agreements in place with will have the right to freely utilize the Materials provided hereunder for their lawful purposes including, without limitation for research, evaluating the performance of diagnostic assays and platforms and for regulatory and patent filings related to data generated from use of the Materials (in connection with the development and commercialization of diagnostic products including any regulatory submissions for marketing approval) ("Purpose"), without additional compensation to Institution. Abbott's use and destruction of Materials will be performed in compliance with all applicable Laws.

4. Compensation.

- (a) In exchange for the performance of Services (including transfer of Materials) under this Agreement, Abbott will pay Institution an amount not to exceed the amount set forth in the budget and payment schedule detailed in **Exhibit A** (the "Budget"). Institution understands and agrees that none of Institution or any Institution Personnel will receive any funds from Abbott in connection with the Services other than the funds paid to Institution according to the Budget. The Budget is based on the full performance of Services and deliverables contemplated under this Agreement and full compliance with the terms of this Agreement. Abbott will not be responsible for paying for activities performed or expenses incurred in violation of this Agreement. If Abbott has previously paid for such activities and expenses, the overpayment will be deducted from the next payment (or the final payment) as described below.
- (b) All payments will be made within ninety (90) days after Abbott's receipt and approval of a detailed invoice and the Materials and only after full execution of this Agreement. Institution understands that the terms and conditions of this Agreement, including the amount of any payment made hereunder, may be disclosed and made public by Abbott as required by Law or where Abbott deems appropriate. In the event of premature termination of this Agreement by Abbott for any reason other than for Institution's breach, Abbott will pay Institution according to the extent of Services performed and non-cancellable expenses incurred through the date of termination in accordance with the budgeted amounts set forth in the Budget.

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- (c) Institution will maintain, at no additional charge to Abbott, and in accordance with generally accepted accounting principles, complete and accurate records related to: (i) amounts billed to and payments made by Abbott under this Agreement and (ii) expenses incurred on behalf of and reimbursed by Abbott under this Agreement. Institution will provide Abbott supporting documentation concerning any disputed invoice or payment within thirty (30) days after Abbott advises Institution of a dispute. Payments made under this Agreement will be subject to final adjustment as determined by such review.
5. Provided Items. Abbott may supply or cause to supply Institution with supplies, materials and related information for use in performance of the Services (“Supplies”). Institution agrees that all Supplies and Abbott’s Confidential Information (collectively “Provided Items”) are and will remain the sole property of Abbott. Where Institution receives Provided Items, (i) Institution and Institution Personnel will use them solely for the conduct of the Services under the terms of this Agreement and will not employ them for any other purpose including commercial, clinical or research purposes or provide them to any third party without Abbott’s prior written consent; (ii) Institution will ensure that all Provided Items are stored in a secured area with appropriate restricted access and handled in accordance with applicable Law and Abbott’s written instructions, and upon conclusion of the Services, termination of this Agreement or at Abbott’s earlier request, Institution shall cease use of the Provided Items and return them to Abbott in compliance with Abbott’s direction.
6. Ownership.
- (a) Any information, data, invention, discovery, development and material and all intellectual property rights covering and/or embodied therein, whether or not patented or patentable or copyrightable, and whether or not memorialized in writing, that is conceived, developed, generated, created, made, and/or reduced to practice by or on behalf of Abbott or its Affiliates resulting from the use of the Materials is the sole property of Abbott and its Affiliates and is deemed Abbott’s Confidential Information.
- (b) Any deliverable, information, data, invention, discovery, development, material and all intellectual property rights covering and/or embodied therein, whether or not patented or patentable or copyrightable, and whether or not memorialized in writing, that is conceived, developed, created, generated, made, and/or reduced to practice by Institution or Institution Personnel solely or jointly with others in connection with, related to, or arising from performance of the Services or Provided Items and their uses will be promptly disclosed to Abbott in writing and is the sole property of Abbott and Abbott’s Affiliates. Institution agrees to assign and does hereby assign to Abbott and its Affiliates all right, title and interest in and to the foregoing Abbott property without any obligation on Abbott or its Affiliates to pay royalties or other remuneration, therefore. Upon Abbott’s request and at Abbott’s expense, Institution will execute or require Institution Personnel to execute such documents and to take such other actions as Abbott deems necessary or appropriate to obtain, record, or enforce patents, copyrights, assignments or other proprietary protection in Abbott’s name covering any of the foregoing.
- (c) Nothing set forth in this Agreement will be construed to grant either Party any right, by license or otherwise, to use, reproduce, publish, display, or distribute the other Party’s or its Affiliates’ registered and unregistered trademarks (including all common rights thereto), service marks, trade names, brand names, logos, taglines, slogans, certification marks, internet domain names, trade dress, corporate names, business names, and any other indicia of origin, together with the goodwill associated with any of the foregoing and all applications, extensions and renewals thereof throughout the world, and all rights therein, for any purpose whatsoever.
7. Confidential Information; Transparency Reporting.
- (a) During the Term of this Agreement, including any extensions thereof, and for a period of seven (7) years thereafter, neither Party will disclose to any third party or use the other Party’s Confidential Information (as defined below) for any purpose other than as indicated in this Agreement, without the prior written approval of the other Party. Notwithstanding the foregoing, obligations of confidentiality and non-use with respect to any Confidential Information identified as a trade secret by a Party, either orally, visually or in writing, will remain in place for so long as the applicable Confidential Information retains its status as a trade secret under applicable Law.

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- (b) “**Confidential Information**” means: (i) the existence and terms of this Agreement; (ii) all information disclosed, provided, accessed, related to, associated with and/or arising from this Agreement, whether in writing, orally, visually, in video and/or audio recording and/or in any other form or any information seen or heard while on the premises of the other Party or its Affiliates; and (iii) all information generated, conceived, created, developed, collected, prepared acquired or first reduced to practice in connection with the Services and/or from use of the Materials, including without limitation information relating to the Services, the Purpose (as defined below), suppliers, data, processes, plans, reports, technical, software (including source code), financial, commercial or personal information, research, research results, strategies, trade secrets. Abbott’s Confidential Information” includes the terms of this Agreement and all information concerning Abbott, the Services, the Purpose and Supplies disclosed to Institution by or on behalf of Abbott in writing, orally, visually or observed while on the premises of Abbott or its Affiliates, and/or that which is developed, collected or prepared as a result of the performance Services, the Purpose, use of Provided Items or the Materials. Institution’s Confidential Information includes all information concerning Institution’s processes and procedures disclosed to Abbott by or on behalf of Institution under this Agreement in writing marked as “confidential” or observed while on the premises of Institution.
- (c) Each Party agrees to limit access of the other Party’s Confidential Information to only those of its respective (in the case of Institution, its Institution Personnel) (in the case of Abbott its employees, Affiliates, contractors, subcontractors, agents and third parties with whom Abbott has a separate agreement) who have a legitimate need to know such information provided that each such employee, Institution Personnel, Affiliate, contractor, subcontractor, personnel and agent is bound by it to abide by the provisions of this Agreement including the confidentiality and non-use obligations set forth herein.
- (d) Upon the completion or termination of this Agreement or at a Party’s earlier direction, each Party will cease use of and return or destroy all Confidential Information of the other Party; provided, however, the Parties are not required to destroy electronic copies of Confidential Information stored in its electronic archive systems and may retain one copy of the other Party’s Confidential Information in its confidential files for the purpose of complying with its obligations under this Agreement or under applicable Law, but shall not otherwise use or rely on the other Party’s Confidential Information.
- (e) Nothing in this Agreement will be construed to restrict a Party from disclosing Confidential Information as required by Law or court order or other governmental order or request, provided in each case the Party requested to make such disclose provides the other Party with prompt written notice (and in any case to the extent legally permissible at leave five (5) business days’ notice) in order to allow the other Party to take whatever action it deems necessary to protect its Confidential Information. In the event that no protective order or other remedy is obtained or the other Party waives compliance with the terms of this **Section 7**, the Party requested to make such disclosure will furnish only that portion of Confidential Information of the other Party which it is advised by counsel as legally required. The Parties agree the exception provided under this subsection is limited, each Party’s obligations of confidentiality will continue after such mandatory disclosure and all Confidential Information disclosed pursuant to this subsection will remain confidential for all other purposes hereunder.
- (f) The obligations of this **Section 7** shall not restrict a Party from using or disclosing any information, as proven by competent evidence, that: (i) is known to it prior to receipt thereof in connection with this Agreement without any obligation of confidentiality; (ii) is disclosed to it by a third party and that third party has a legal right to make such disclosure in a non-confidential manner; (iii) is or becomes part of the public domain through no improper act or omission of it or a third party; or (iv) is independently developed by or for it without use of or reference to Confidential Information of the other Party.
- (g) Institution will not disclose to Abbott any information which is confidential and/or proprietary to a third party without first obtaining the written consent of both such third party and Abbott.
- (h) Institution acknowledges that Abbott is required to report and publish certain direct and indirect payments or transfers of value made by Abbott to certain health care professionals and healthcare organizations (collectively “**HCPs**”) pursuant to applicable Laws. Indirect payments or transfers of value include, but are not limited to, situations where Abbott makes a payment or transfer of value to a third party that then passes on all or part of that

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payment to an HCP. Institution agrees to promptly provide Abbott and its Affiliates with information regarding such transfers of value upon Abbott's request. Institution further agrees to provide any and all relevant HCPs with prior written notice that the types of information referenced herein will be shared with Abbott so that Abbott may comply with its transparency reporting obligations and that such information will be made available to the public. Where applicable data protection laws require additional agreements or undertakings, including international data transfer agreements as a result of the data that is transferred by Institution to Abbott, Institution will undertake to ensure that all necessary consents and/or agreements are implemented and in place with relevant healthcare providers, as applicable.

8. Privacy and Data Protection.

- (a) Institution and Institution Personnel will comply with all applicable Laws regarding data protection, and privacy and collection, use and transfer of Materials in their performance under this Agreement. Institution is responsible for obtaining all necessary permissions and authorizations and as required by applicable Law and internal policy, each of which conforming to the specifications and transfer of Materials set forth in **Exhibit A**. Such authorizations shall permit the transfer and use of the Materials for the Purpose contemplated under this Agreement. Transfer of Material to Abbott shall be contingent upon execution of the aforementioned authorization. Upon Abbott's request Institution will provide Abbott with a copy of its confirmation of the above-referenced internal authorization to transfer the Material.
- (b) For the purposes of this Agreement: (i) "Personal Information" means any information or set of information relating to an identified or identifiable individual (a "data subject"), including (A) all information that identifies that individual, or that could reasonably be used to identify such individual, (B) all "personal data" as defined in the EU Data Protection Directive (95/46/EC) or the EU General Data Protection Regulation, and (C) all information that any Applicable Law treats as personal information, personal data, or similarly protected information, regardless of the medium in which such information is displayed; (ii) "Processing" (including "Process") means any operation or set of operations that is performed upon Personal Information, including without limitation collection, recording, organization, storage, adaptation, modification, retrieval, consultation, retention, alteration, use, disclosure, dissemination, access, transfer, combination, erasure, or destruction; and (iii) "Data Security Breach" means any actual or reasonably suspected (A) unauthorized access to, acquisition of, or use of Personal Information; (B) unauthorized or accidental loss, alteration, disclosure, or destruction of Personal Information; (C) compromise, intrusion, interference with, or unauthorized access to networks, systems, databases, servers, or electronic or other media on which Personal Information is Processed or from which Personal Information may be accessed, including those of an agent or subcontractor; and/or (D) other circumstance that actually or is reasonably suspected of compromising, or could compromise, the privacy, security, confidentiality, availability, or integrity of any Personal Information or, as applicable, the proper functioning of the network resources of Abbott.

9. Publicity; Publication. Except as otherwise permitted herein, neither Party will use the name of the other Party or its Affiliates in any publicity, advertising or announcement without the other Party's prior written approval. Institution and Institution Personnel will not present or publish, or submit for publication, any work resulting from the Services without Abbott's prior written approval.

10. Representations and Warranties.

- (a) Each of Institution and Abbott represents and warrants that:
 - (i) it is a corporation or entity duly organized and validly existing under the laws of its state of incorporation, it has the power and legal authority to execute and deliver this Agreement and to perform its obligations thereunder, and the execution, delivery and performance of this Agreement hereunder by such Party does not conflict with any other agreement by which it is bound;
 - (ii) neither this Agreement nor any payments made hereunder is in exchange for any explicit or implicit agreement or understanding that Institution or Institution Personnel purchase, lease, order, prescribe, recommend or otherwise arrange for or provide formulary or other preferential or qualifying status for the use of Abbott and/or its Affiliates products or services;
 - (iii) the total the amount for payments under this Agreement represents the fair market value for the Services to be provided thereunder and has not been determined in any manner that takes into account the volume or

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value of any referrals or business otherwise generated between or among Institution, Institution Personnel and Abbott or Abbott's Affiliates; and

- (iv) on behalf of itself and any of its respective Affiliates, agents, subcontractors and employees (and with respect to Institution including Institution Personnel) performing activities in connection with this Agreement, that they are not currently, nor have they been within the past five (5) years from the Effective Date of this Agreement, debarred, disqualified, or excluded under any applicable law from: (A) providing goods or services to a regulated health care company, (B) participating in clinical research, (C) participating in a government procurement or non-procurement program, or (D) participating in a reimbursed government-funded or financed healthcare program.

(b) Institution represents and warrants that:

- (i) Institution: (A) has the full legal right to provide the Materials to Abbott; (B) no third party, including any governmental body, has any claim or right to the Materials; (C) has obtained any necessary permissions, consents, authorizations, certifications, waivers or exemptions as required by Law in order to provide the Materials to Abbott for the uses contemplated hereunder and the Materials delivered to Abbott will be accompanied by documentation evidencing the same;
- (ii) Institution will obtain and keep in full force and effect any licenses, certifications, permits or registrations necessary for Institution to perform the Services and transfer of Materials;
- (iii) all Institution Personnel performing hereunder are bound by Institution to comply with the terms and conditions of this Agreement and all Institution Personnel will abide by the terms and conditions of this Agreement;
- (iv) Institution and Institution Personnel and their agents will not seek reimbursement for any services or Supplies provided hereunder and/or paid for by Abbott under this Agreement from any federal or state program which accepts reimbursement for such services and Supplies, nor shall Institution seek reimbursement for such services or Supplies from any private provider of insurance;
- (v) Institution will comply with all applicable requirements regarding reporting and management of conflicts of interest and performance of the Services does not present a conflict of interest;
- (vi) Institution and Institution Personnel (A) have the training and expertise, experience, capabilities, and resources to efficiently and expeditiously perform the Services in a professional and competent manner and will utilize due diligence and devote the necessary personnel and equipment at all times to perform the Services in such a manner; (B) have the ability to conduct the Services in accordance with applicable legal and regulatory requirements; and (C) are properly registered with appropriate professional registration bodies;
- (vii) neither Institution nor any Institution Personnel will make or accept, directly or indirectly, any offer or promise or authorization of a bribe, kickback, payoff or other payment or gift intended to improperly influence any person including an agent, government official, political party or candidate for public office to exercise their discretionary authority or influence to benefit any Party to this Agreement.

(c) During the Term, if any significant changes occur with regard to the circumstances surrounding this Agreement, Institution will promptly notify Abbott of such changes.

11. Access to Records. Institution will permit Abbott through its authorized representatives upon giving reasonable advance notice access to all facilities, equipment, procedures and practices employed by or on behalf of Institution in conducting the Services and Materials and to examine records, relevant standard operating procedures, source documents and other information and data relating to the Services and Materials, in order to verify compliance with the obligations specified herein. Institution will retain documents generated in performance of the Services in accordance with the applicable Laws or Abbott's written direction, whichever retention period is longer ("Retention Period"). Institution will, to the extent permitted by Law, notify Abbott immediately upon receiving any requests by any properly authorized officer or

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employee of any regulatory authority to inspect and/or have access to documents related to this Agreement and will promptly provide Abbott with a copy of any documents received from or provided to regulatory authorities. In the event a regulatory citation or notice is issued which relates to the Services under this Agreement, Institution agrees, to the extent permitted by Law, to furnish to Abbott, within fifteen (15) days of receipt of such regulatory citation or notice, a summary of such regulatory citation or notice that includes an explanation of the issues identified by the regulatory authority, an explanation of any response to the significant issues identified by the regulatory authority, and an explanation of the applicability of such regulatory citation or notice to the service(s) provided hereunder.

12. Indemnification.

- (a) Institution agrees to indemnify, defend and hold harmless Abbott and its officers, employees, agents, directors and Affiliates (“Abbott Indemnified Party”) from and against any losses, liabilities, damages, and costs, including but not limited to reasonable attorneys’ fees to consider, advise and defend, and court costs) (“Losses”) arising from any claim or lawsuit or proceeding brought by a third party against an Abbott Indemnified Party the extent resulting from: (i) Institution’s or Institution Personnel’s negligence, recklessness or willful misconduct in its performance under this Agreement; (ii) Institution’s breach of any term of this Agreement, including without limitation the representations and warranties set forth herein; and (iii) injury to a person (including death) or damage to property caused by Institution or Institution Personnel.
- (b) Abbott agrees to indemnify, defend, and hold harmless Institution and its officers, employees, agents, directors, and Affiliates (“Institution Indemnified Party”) from and against any Losses arising from any claim or lawsuit brought by a third party against an Institution Indemnified Party to the extent resulting from: (i) Abbott’s negligence, recklessness or willful misconduct in performance under this Agreement; or (ii) Abbott’s breach of any term of this Agreement, including without limitation the representations and warranties set forth herein.
- (c) The indemnified Party shall promptly notify the indemnifying Party of any third party claim subject to indemnification hereunder and reasonably assist the indemnifying Party and its representatives in the investigation and defense of any claim for which indemnification is provided. The indemnifying Party shall have the right and option to control the defense of such claim with counsel selected by the indemnifying Party and reasonably satisfactory to the indemnified Party, and the indemnifying Party shall have the right to settle such claim; provided, that, except with prior written consent of the indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), the indemnifying Party shall not enter into any settlement or consent to entry of any judgment that (i) does not include a full and unconditional release of all indemnified Parties with respect to such claim, (ii) includes an admission of fault, culpability or failure to act by or on behalf of any indemnified Party, or (iii) includes injunctive or other nonmonetary relief affecting any Indemnified Party. In addition the indemnified Party shall reasonably assist the indemnifying Party and its representatives in the investigation and defense of any lawsuit and/or claim for which indemnification is provided.

13. Independent Contractor. Each Party’s relationship to the other under this Agreement is that of an independent contractor. Nothing contained in this Agreement is intended to create nor shall it be deemed to create any employment, agency, partnership, joint venture or other relationship, and neither Party has authority to bind or act on behalf of the other.

14. Assignment; Subcontracting. Institution may not assign this Agreement or any parts thereof to any third party without Abbott’s prior written consent (which is in its sole discretion to grant or withhold) and any attempted assignment or delegation in violation of the foregoing will be void. Any permitted assignee will assume all obligations of Institution under this Agreement. Assignment will not relieve Institution of responsibility for the performance of any accrued obligation. Abbott may assign this Agreement without the consent of Institution. Institution may not subcontract or delegate any right or duty under this Agreement to any third party without Abbott’s prior written consent (which is in its sole discretion to grant or withhold). In the event that Institution is permitted to subcontract any duty under this Agreement, such subcontractor will execute an agreement in a form acceptable to Abbott (a) obligating such subcontractor to comply with the terms and conditions hereof; and (b) agreeing that Abbott will have no direct responsibility for payment of any kind to such subcontractor and no liability for amounts owing by Institution to such

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subcontractor. Institution will remain responsible and liable for the acts or omissions of such subcontractor activities as if such activities had been performed by Institution.

15. **Notices.** Any notices required or permitted under this Agreement will be in writing, will refer specifically to this Agreement, and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt request, or delivered by hand to the below addresses or facsimile numbers for the applicable recipient. Notices under this Agreement will be deemed to be duly given: (a) two days after deposit with a recognized national or international overnight courier; (b) on the delivery date indicated in the return receipt for registered or certified mail; or (c) when delivered by hand. A Party may change its contact information immediately upon written notice to the other Party in the manner provided in this section.

If to Institution:

For any aspect related to the research activities:

Prof. Pietro Lampertico, MD, PhD
Fondazione IRCCS Ca' Granda Ospedale Maggiore Policlinico
via Francesco Sforza35, 20122 Milano, Italy

Email: pietro.lampertico@policlinico.mi.it

For any aspect related to the present Agreement:

Direzione Scientifica
Fondazione IRCCS Ca' Granda Ospedale Maggiore Policlinico
Via Francesco Sforza 28-20122 Milano, Italy

Global Licensing
Dept. 2WIN Bldg. CP1-2
Abbott Laboratories
100 Abbott Park Road
Abbott Park, IL 60064
Email: ADD_Global_Licensing@abbott.com

Divisional Vice President & Associate General Counsel
Core Diagnostics
Abbott Laboratories
100 Abbott Park Road, Bldg. AP6A-1
Abbott Park, IL 60064

16. **Governing Law; Alternative Dispute Resolution.** This Agreement will be governed by and construed in accordance with the law of the State of Delaware, USA excluding its conflicts of laws provisions. If a dispute arises between the Parties regarding this Agreement, the Parties will follow the alternative dispute resolution provisions provided for in **Exhibit B**.

17. **Miscellaneous.** This Agreement including, without limitation, all exhibits and attachments hereto, all of which are incorporated herein by reference, contains the entire understanding of the Parties with respect to the subject matter herein and supersedes all previous agreements and undertakings with respect thereto. Neither this Agreement nor any of its terms, including any attachment or exhibit, may be amended, restated, or otherwise altered except by written agreement signed by the Parties. If any provision, right or remedy provided for herein is held to be unenforceable or inoperative by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby. No waiver will be implied from conduct or failure to enforce rights. No provisions of this Agreement will be deemed waived by a Party unless such waiver is in writing and signed by the authorized representative of such Party. The headings of the articles, sections and exhibits to this Agreement have been added for the convenience of the Parties and shall not be deemed a part hereof. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same agreement. The Parties agree that all documents relating to or required by the Agreement, and any amendments thereto, will be in the English language. Any translations are provided solely for convenience..

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized representative in its name and on its behalf.

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ABBOTT LABORTORIES

By: _____

Name: _____

Title: Abbott Authorized Procurement Delegate

Date: _____

FONDAZIONE IRCCS CA`GRANDA OSPEDALE
MAGGIORE POLICLINICO

By: _____

Name: Prof. Fabio Blandini

Title: Chief Scientific Officer

Date: _____

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EXHIBIT A

DESCRIPTION OF SERVICES/MATERIALS

1. Contacts.

Abbott Contact

Dr. Jan Schultess
Senior Program Manager
Phone: +49 6122 58 2917
Email: jan.schultess@abbott.com

Tobias Meyer
Senior Scientist
+49 6122 58 3132
Email : tobias.meyer@abbott.com

Location:
Abbott GmbH
Max-Planck-Ring 2
65205 Wiesbaden, Germany

Institution Contact

Prof. Pietro Lampertico, MD, PhD
Fondazione IRCCS Ca' Granda Ospedale Maggiore
Policlinicovia Francesco Sforza 28, 20122 Milano, Italy
Phone: XXX
Email: pietro.lampertico@policlinico.mi.it

Direzione Scientifica
Fondazione IRCCS Ca' Granda Ospedale Maggiore
Policlinico via Francesco Sforza 28, 20122 Milano, Italy

Email: direzionescientifica@policlinico.mi.it

2. Description of Services and Materials (Specimen and accompanying Information) to be delivered to Abbott and Requirements. Institution will prepare and transfer Materials as described below:

a. Specimen:

General	Storage Condition	Volume	Specimen specifics	Quantity
<ul style="list-style-type: none">- Human serum or plasma surplus samples from existing inventory, no extra collection- Samples with respective legal release (retrospective informed consent), blinded to Abbott.- Interested in serologically challenging specimens, e.g. Total Ig low pos up to high pos- Interested in any non-1 genotypes	-20°C or colder	Minimum 500 µL	HDV RNA positive AND HDV total antibody positive (HDV RNA positive: IU/mL results ranging from low positive to high positive)	Approx. 75
			From HBV infected individuals, but HDV RNA negative AND HDV total antibody negative	Approx. 25

b. Information associated to the Specimen to be transferred to Abbott.

Required	If available
<ul style="list-style-type: none">• HDV RNA and/or Anti-HDV results, interpretations and test methods used• Matrix (if Plasma: Anticoagulant to be specified)• Storage Condition• Draw Date• IRB/IEC Approval Documentation (or similar)	<ul style="list-style-type: none">• Other markers (e.g. HBV) results, interpretations and test methods used• Demographics (e.g. country of collection, age, gender)• Number of freeze/thaw cycles• Disease state• Patient history

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Materials Delivery Location: Abbott GmbH
Max-Planck-Ring 2
65205 Wiesbaden, Germany

3. Abbott Provided Supplies. None.
4. Timelines. (see table below)
5. Compensation. In consideration for Services in transfer of Materials hereunder, Abbott will pay Institution pursuant to the below budget summary and payment schedule and in accordance with the terms of the Agreement.

Services to be Performed	Due Date/Timeline	Payment Terms (Note if per hour, per sample, per day or per project)	Total not to exceed
Deliver samples as outlined in sections 2 and 3 above.	Q4 2025	Per Sample	
TOTAL COMPENSATION NOT TO EXCEED: 10000 €			
CHECK PAYMENT INFORMATION:			
Checks shall be made payable to (Must be exact name as it appears on the tax form):			
Individual and Address to receive Payment at Institution:	Make checks payable to:	Federal Employer ID Number:	
Individual and Address to receive Invoices at Abbott:			

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EXHIBIT B

ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a Party will provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the Parties will select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party or its Affiliates. The Parties will convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the Parties).

The ADR Process will include a pre-hearing exchange of exhibits and summary of witness testimony upon which each Party is relying, proposed rulings and remedies on each issue, and a brief in support of each Party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange will be resolved by the neutral. No discovery will be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing will be conducted on two (2) consecutive days, with each Party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral will adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral will rule within fourteen (14) days of the hearing, will not issue any written opinion, and will not refer any portion of the dispute to mediation without the Parties prior, written consent. The rulings of the neutral will be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) will be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, will be paid as follows:

- (a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party will pay 100% of such fees and expenses.
- (b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) will issue with the rulings a written determination as to how such fees and expenses will be allocated between the parties. The neutral(s) will allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

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