MASTER CONFIDENTIALITY AGREEMENT

1 **Effective Date**. This Master Confidentiality Agreement (the "**Agreement**") is entered into and effective as of the latest date of signature appearing below (the "**Effective Date**").

DECRETO DEL DIRETTORE GENERALE - N. 3971 del 07/10/2026 - Allegato Utente 1 (A01)

2 **Parties**. The parties to this Agreement and their addresses are:

UCB BIOSCIENCES, INC., a corporation incorporated under the laws of the state of Delaware having its principal place of business at 4000 Paramount Parkway, Suite 200, Morrisville, North Carolina 27560 ("UCB")	**Fondazione IRCCS Ca' Granda Ospedale Maggiore Policlinico**, with its registered offices in via Francesco Sforza, 28 - 20122 Milan, Italy, VAT number and tax code 04724150968, in the person of the Chief Scientific Officer ("INSTITUTION")

3 **Purpose**. UCB and Institution may from time to time enter into discussions / negotiations concerning the possible participation of the INSTITUTION in a clinical trial, or non-interventional study sponsored by UCB or its Affiliates (the "**Study**"). The purpose of the disclosure of Confidential Information (the **"Purpose"**) means any discussions and negotiations between or within the Parties from time to time and at any time concerning or in connection with any Study.

4 **Disclosing Party and Receiving Party**. Confidential Information shall be disclosed under this Agreement by:

☒ UCB ☐ INSTITUTION ☐ Both Parties

In each case, the party disclosing Confidential Information is referred to herein as the **"Disclosing Party"** and the party receiving Confidential Information is referred to herein as the **"Receiving Party"**.

5 **Confidential Information**.

"Confidential Information" means any information disclosed or otherwise made available by or on behalf of the Disclosing Party to the Receiving Party for the Purpose, whether in oral, visual, written electronic, or any other form. Information to which the Receiving Party gains access during visits to the facilities of the Disclosing Party or its Affiliates shall also be Confidential Information.

Confidential Information may include, but is not limited to (i) data, know-how, formulas, compositions, processes, documents, designs, sketches, photographs, plans, graphs, drawings

or specifications, (ii) software, source or object codes, algorithms, or information about the methods, concepts and techniques on which software is based, (iii) chemical structures, amino/nucleic acid sequences, structural biology, or descriptions of any devices, cell lines or molecular models, (iv) clinical trial protocols, assays, services, studies, results, findings, inventions, ideas and other knowledge, or (v) finances, financial models, business plans and marketing plans, reports, customer lists or pricing information.

Confidential Information also includes the existence, terms and Purpose of this Agreement, the terms of any other agreements being discussed by the parties related to the Purpose, as well as the fact that any such discussions are taking place with respect thereto.

6 **Restrictions**. The Receiving Party shall:

(a) hold the Confidential Information at all times in strict confidence using at least the same degree of care with respect to Confidential Information that it exercises with respect to its own information of similar nature (but in no event less than a reasonable degree of care)

(b) except in accordance with sub-paragraph (e) below, not disclose Confidential Information to any third party without the Disclosing Party's prior written consent.;

(c) restrict the use of Confidential Information to the Purpose (and not use it for any other purposes), and not publish or disclose any results derived from such use of the Confidential Information or use the Disclosing Party's name without its prior written consent;

(d) not perform reverse engineering on any Confidential Information; and

(e) limit the disclosure of Confidential Information to those of its and its Affiliates' respective employees, officers, directors, agents and consultants (**"Representatives"**) whose duties justify the need to know such information in furtherance of the Purpose, who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorized disclosure or use on terms at least as stringent as those contained herein. The Receiving Party shall be liable for acts by any of its Representatives in violation of this Agreement as if they were actions or omissions of the Receiving Party.

7 **Exceptions**. The obligations of confidentiality and use restrictions set forth herein shall not apply with respect to Confidential Information to the extent that it:

(a) is or becomes generally available to the public through no fault of the Receiving Party; or

(b) is or becomes rightfully in the possession of the Receiving Party on a non-confidential basis from an independent third party having the legal right to make such disclosure; or

(c) was lawfully in the Receiving Party's or its Affiliate's possession prior to disclosure hereunder and not directly or indirectly from the Disclosing Party; or

(d) was independently developed by or on behalf of the Receiving Party or its Affiliates without the aid, application or use of the Disclosing Party's Confidential Information.

The Receiving Party shall bear the burden of proving the applicability of any of the foregoing exceptions, and Confidential Information shall not be deemed to be within such exceptions merely because it is (1) specific and embraced by more general information in the public domain or Receiving Party's possession or (2) a combination of exempted information from multiple sources.

8 **Legally Required Disclosure**. The Receiving Party will have the right to disclose Confidential Information if and to the extent required by law, regulation, rule, act or order of any court or other governmental authority or agency; provided that it (i) promptly notifies the Disclosing Party of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy to preserve the confidentiality of such information (ii) upon request, reasonably cooperates with the Disclosing Party's efforts to obtain confidential treatment, and (iii) furnishes only that portion of Confidential Information which is legally required (in the opinion of it legal counsel) in order to comply.

9 **Term and Termination**. This Agreement shall be effective as of the Effective Date and shall remain in force for a period of five (5) years from the Effective Date, unless earlier terminated by a party upon thirty (30) days written notice to the other party. The confidentiality and non-use obligations hereunder shall expire ten (10) years after expiry or termination of this Agreement; provided that such expiration shall not affect any rights or obligations of a party which have accrued prior thereto.

10 **Return of Confidential Information**. Within thirty (30) days following written request by the Disclosing Party, the Receiving Party shall deliver the Disclosing Party's Confidential Information to the Disclosing Party or, at the Disclosing Party's option, destroy and/or erase (where held electronically) and certify that all such information in the Receiving Party's possession has been destroyed and/or erased (as applicable) provided, however, that one (1) copy may be retained by the Receiving Party solely for legal archiving purposes in a secure location.

11 **Ownership**. All Confidential Information is and shall remain property of the Disclosing Party. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied rights or license to the Receiving Party to or under any patents, patent applications, inventions, design rights, copyrights, trademarks, trade secret information, or other intellectual property right of any kind heretofore or hereafter possessed by the Disclosing Party.

12 **Remedies**. Each party specifically acknowledges that money damages alone would not be an adequate remedy for a breach of this Agreement and hereby agrees that in the event of any actual or threaten breach of this Agreement the non-breaching party will, in addition to and without limiting any other remedies it may have at law or in equity, be entitled to seek a restraining order, injunction, or other similar remedy. In any such event, the other party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.

13 **Disclaimer**. THE DISCLOSING PARTY MAKES NO, AND HEREBY DISCLAIMS, ALL WARRANTIES (EXPRESS OR IMPLIED) OF ACCURACY, RELIABILITY,

COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WITH RESPECT TO ITS CONFIDENTIAL INFORMATION, AND ANY WARRANTY THAT THE USE OF THE CONFIDENTIAL INFORMATION WILL NOT INFRINGE OR VIOLATE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS-IS" BASIS, and the Disclosing Party shall not be liable hereunder for any inaccuracy or lack of completeness of the Confidential Information or for its use by the Receiving Party for the Purpose.

14 **Duty to Notify**. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of the Agreement, by the Receiving Party or any of its Representatives, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of its Confidential Information and prevent its further unauthorised use or disclosure.

15 **Notices**. All notices and other communications under this Agreement shall be deemed to have been duly given three (3) days after being sent by certified mail, postage prepaid, or one day after being sent by overnight courier, and addressed to the parties as set forth in Section 2, or to such other address as a party designates by written notice to the other.

16 **Affiliates.** The parties acknowledge and agree that disclosure by or to an Affiliate of a party hereto shall be deemed to be a disclosure by or to that party, as applicable. Each of UCB and the INSTITUTION shall be responsible for and liable under this Agreement with respect to the acts and/or omissions of its Affiliates in violation of this Agreement. In this Agreement, any references to "**Affiliate**" shall mean any company or entity which directly or indirectly controls, is controlled by or is under common control with the relevant party, where control means the direct or indirect ownership of greater than 50% of the voting stock or interest in a company, or such other relationship as results in actual control over the management, assets, business and affairs of an entity.

17 **No Obligations**. Nothing in this Agreement shall be construed as requiring either party to enter into any agreement with the other party for any purpose.

18 **Miscellaneous**.

(a) This Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof, supersedes all prior discussions, understandings and arrangements with respect to such subject matter and can only be modified by an instrument in writing signed by both parties. For the purpose of this Agreement, the parties agree that the electronic signature generated by RightSignature™ and/or DocuSign will have the same legal value as a handwritten signature for the purpose of the applicable laws and regulations and that any amendment or modification to this Agreement will also be binding upon the parties, if each party has executed using this electronic signature process.

(b) This Agreement and the rights and obligations under this Agreement may be assigned upon prior written approval of the other party, which shall not be unreasonably withheld. The rights and obligations of the parties will inure to the benefit of, will be binding upon and will be enforceable by the parties and their lawful successors and permitted assigns.

(c) No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

(d) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall in all respects be governed by and construed in accordance with the Italian law without regard to its conflict of law principles.

(e) This Agreement may be executed in multiple counterparts and exchanged via electronic mail, each of which will be deemed an original, but both of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives on behalf of the parties and shall be in full force and effect as of the Effective Date.

Signed for and on behalf of **UCB BIOSCIENCES, INC.**	Signed for and on behalf of **INSTITUTION**
Signature	Signature
Name:	Name: Prof. Fabio Blandini
Title:	Title: Chief Scientific Officer
Date of Signature:.....	Date of Signature: 15.09.2026