DECRETO DEL DIRETTORE GENERALE - N. 4495 del 04/11/2026 - Allegato Utente 1 (A01)

DONATION AGREEMENT

This agreement (the "Agreement") is made between **PIERRE FABRE ECZEMA FOUNDATION**, Fondation d'Entreprise régie par la loi n°87-571 du 23 juillet 1987, dont le siège social est situé à l'Oncopole, 3 avenue Hubert Curien, 31100 Toulouse, France] (« **Eczema Foundation** »] (the « **Donor** ») and **FONDAZIONE IRCCS CA' GRANDA OSPEDALE MAGGIORE POLICLINICO** [via Francesco Sforza, 28 - 20122 Milano - Italy (the « **Recipient** »), collectively referred to as the "**Parties**" and individually as a "**Party**".

1. SUBJECT OF THE DONATION

1.1. On terms and conditions set forth in this Agreement, based on the written request by the Recipient, Donor will give the Recipient a donation:

[of **3 000.00** EUR (Three thousand Eur), all taxes included (« **Donation** »).
Donor will provide the Donation to the Recipient by bank transfer directly to the Recipient's bank account : [Gruppo Intesa San Paolo -Bank account 1000 00300006 - IBAN IT54 A030 6901 7911 0000 0300 006 - Swift code BCITITMM].
The Recipient represents and warrants that the bank account provided is the official and current bank account of the Recipient and that it belongs to the Recipient's legal entity and not to any individual.

The Recipient represents and warrants that the Donation will be fully used for:

Multidisciplinary management of pediatric atopic dermatitis in the outpatient setting : clinical, psychological and caregiver support], in accordance with the application for a Donation filed on **May 29th, 2026**].

1.2. The Recipient agrees to make use of the Donation exclusively as set out in this Agreement.

1.3. The sole purpose of the Donation is set out in this Agreement and it has been approved by Donor based on its purpose of supporting healthcare, research or education, without expecting anything in return.

1.4. Any breach of this obligation will be deemed a material breach of the provisions hereof.

1.5. The Donation will be provided to the Recipient within sixty (60) calendar days of this Agreement being signed by each of the Parties.

1.6. In compliance with applicable tax law, the Recipient agrees to confirm receipt of the Donation/provide a Donation certificate in writing as soon as practicable and, if the Donation is financial, in any case no later than fourteen (14) calendar days after it is credited on its bank account.

1.7. The Recipient will be exclusively liable for performing any formalities and liabilities (including but not limited to tax formalities or liabilities) that may arise from the execution or performance of this Agreement.

2. DONATION SETTLEMENT

2.1. The Recipient and the Donor warrant that the value of the Donation constitutes a reliable, detailed and solid estimate calculation of the costs of the Donation's purpose, as described in this Agreement and in the budget of the project.

2.2. The Recipient agrees, within thirty (30) calendar days of the purpose of the Donation being attained, to confirm to Donor in writing that the Donation has been used in accordance with the purpose of this Agreement and provided proof thereof.

2.3. The Recipient represents and warrants that no Donation funds will be provided directly or indirectly for unrestricted use by third parties, especially in the form of "pocket money", undocumented reimbursement of expenses, or similar inappropriate expenditure.

2.4. The Recipient will keep Donor informed of any changes in the costs of the project to be covered from the Donation amount. The Recipient cannot freely dispose of the difference arising from reduction of the actual costs of the project financed with the Donation. In particular, the Recipient cannot use the Donation to cover costs of other events or activities unless agreed by the Donor.
The difference will be reimbursed by transfer directly to Donor's bank account within thirty (30) calendar days from notification of the existence of such difference.

2.5. If the project is cancelled or terminated prior to completion, the Recipient shall return any unused portion of the Donation to the Donor within thirty (30) calendar days of such termination or cancellation.

3. ETHICAL REQUIREMENTS

3.1. The Recipient warrants that receipt of the Donation will comply with all applicable laws, regulations and codes.

3.2. The Recipient represents, warrants and undertakes that it and all member and persons employed or acting on its behalf (including employees, investigators,

directors, agents, consultants, or approved subcontractors) are not in a position of actual or potential conflict of interests as relates to the Donation and the supported activity or that have taken all necessary steps to disclose, address and positively resolve any such actual or potential conflict of interests. In the case of any conflict, the Recipient will be obliged to inform Donor immediately in writing.

3.3. The Recipient represents and warrants that it has obtained all the permits and all management, ethical and/or regulatory approvals required in order to receive the Donation from the Donor.

3.4. This Donation will not be provided as a promise, encouragement or reward for any improper business advantage or to use, purchase, order, recommend, advocate for, support, prescribe or provide Pierre Fabre products or favor, support or adopt any view favorable to Pierre Fabre. Furthermore, the Parties agree that the Recipient will not be required by Pierre Fabre to do or refrain from doing anything where either the action or the omission to act would be inconsistent with or in conflict with its responsibilities. Nothing in this Agreement can be interpreted as influencing prescribing practices, market access practices, or any other professional responsibility the Recipient and its members may have.

3.5. This Donation does not constitute promotion and must not be used to support the sale or promotion of any healthcare products or for any other for-profit commercial activity.

3.6. Donor fully respect the independence of the Recipient and does not suggest, control or influence the activities funded by the Donation.

3.7. This Donation must not be used to provide or facilitate entertainment or recreational activities (e.g. concerts, live music, tours, promenades, museum visits, sports, art exhibitions, meetings in luxury hotels or touristic locations) or provide equipment that may be used for both personal and professional reasons (e.g., laptops, tablets, e-readers, mobile phones, smart phones and other similar items).

3.8. If the Donation is also used to provide hospitality related to activities of the project, this must be modest, inexpensive, ancillary to the substance of the activity and comply with all applicable laws, regulations, codes and sector standards.

3.9. If the Recipient, as part of the project, has to contract or interact with any third-party, including HCPs, it undertakes that it will do so applying the highest ethical standards and industry standards as relates to fair market value, written contracts, hospitality and any other law, regulations and codes that apply to such interactions.

3.10. This Donation must not be used to fund start-up or operating costs of the Recipient including without limitation rent for the office space, cost of electricity, management fees and/or staff salary or benefits).

3.11. Donor strongly encourages the Recipient to obtain multiple source of funding, and therefore Recipient must be at all times free to obtain funding from other sources.

3.12. The Parties will take all possible efforts to comply with requests for information, including filling out forms and answering detailed questions, to enable the other party to abide by the applicable regulations.

3.13. Financial documentation will be kept in accordance with the best practice in accounting principles. At Donor's request, the Recipient will be obliged to render Donor access to its documentation, including financial documentation concerning this Agreement in order to verify the compliance of the Donation with the terms and conditions in this Agreement.

3.14. During the term of this Agreement and thereafter during a period of five (5) years following the termination or expiration thereof, the Recipient is obliged to keep confidential and not to disclose, without Donor's prior written consent, any confidential information, including any information concerning Donor obtained by the Recipient in connection with this Agreement.

4. TRANSPARENCY

4.1. Donor shall comply with all applicable regulations, laws and codes on transparency and disclosure. If the Recipient is in the scope of such disclosure requirements, then Donor will be entitled to make publicly available, in particular through the website, in accordance with the provisions of the disclosure requirements, data on the Recipient and the Donation made under this Agreement. The following data will be disclosed:

a) name of the Recipient;

b) the nature of the activity supported by the Donation;

c) the exact address of the main place of business of the Recipient;

d) monetary value of the Donation; and

e) any other information required by applicable laws, regulations and codes.

4.2. The Recipient represents and warrants that it will disclose the fact of receiving the Donation from Donor in all documents and materials concerning the financed project (e.g. invitations, posters, publications, program, brochure, minutes, website, etc.). Disclosure must be factual and clear but not look like corporate advertising.

5. FINAL PROVISIONS

5.1. Donor and Recipient are independent and separate legal entities and shall perform as independent parties. Under no circumstances shall the employees or agents of one Party be considered employees or agents of the other.

5.2. Any amendments or supplements hereto must be made in writing and signed by the Parties, in order to be valid.

5.3. The Recipient will not assign any rights or obligations arising from this Agreement, without Donor's prior written consent.

5.4. Either Party may immediately terminate this Agreement if it determines, in good faith, that the provisions or warranties contained in this Agreement have been breached by the other Party. In case of termination by Donor, Donor shall be entitled to stop any further payment, and/or obtain full or partial reimbursement of the Donation without prejudice to any other remedies the Donor may have according to applicable law.

5.5. Any disputes that may arise in connection with this Agreement will be resolved by the Parties amicably through negotiations conducted in good faith, and failing agreement, by a competent court at the location of the registered office of Donor.

5.6. If any of the provisions of the Agreement is or becomes ineffective, this will not affect the effectiveness of the other provisions hereof. The Parties undertake, through good faith negotiations, to replace any ineffective provision with an effective provision that is as close as possible to the purpose of the provision that is or has become ineffective.

5.7. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter.

5.8. Neither Party will be liable for any failure to perform or delay in performing this Agreement where such failure or delay is caused by force majeure. This does not apply to failure or delay due solely to general economic or market conditions.

5.9. PIERRE FABRE Group has adopted a Code of Ethics and a 3P Code, which can be consulted at the following links: Pierre Fabre Code of Ethics and Pierre Fabre 3P Code for all of its employees, directors and partners. Accordingly, all PIERRE FABRE's partners are expected to conduct themselves in a manner consistent with the human rights, the proper working conditions, the environmental protection and to fight against all forms of corruption.

Therefore, upon execution of the Agreement, the Company acknowledge to have read and fully understood the Code of Ethics and the 3P Code of PIERRE FABRE Group, and confirm that its practices are not unethical or inconsistent with PIERRE FABRE values.

On O c t o b e r 29th, 2026] (« ***Effective Date*** »)

DONOR	**RECIPIENT**
Duly represented by :	Duly represented by :
[Georges FARAH]	**[Prof. Fabio Blandini**
[President]	**[Direttore Scientifico**
_____	_____
Signature	Signature