

1. Technical Consultancy

- 1.1. The technical consultancy “TECHNICAL CONSULTANCY” shall be provided by **FUNDACIÓ INSTITUT DE RECERCA BIOMÈDICA (IRB BARCELONA)** (“**IRB BARCELONA**”) to ENTITY in accordance with the present general conditions for the execution of the TECHNICAL CONSULTANCY (“**GENERAL TERMS & CONDITIONS**”), and with the particular conditions for the execution of the TECHNICAL CONSULTANCY (“**PARTICULAR TERMS & CONDITIONS**”). Both the **GENERAL TERMS & CONDITIONS** and the **PARTICULAR TERMS & CONDITIONS** are hereinafter jointly referred to as the “**AGREEMENT**”.
- 1.2. The TECHNICAL CONSULTANCY will be provided in accordance with the usual standards and procedures of IRB BARCELONA.
- 1.3. IRB BARCELONA and ENTITY will cooperate at all times in accordance with the principles of good faith and effectiveness so that the TECHNICAL CONSULTANCY is successfully provided.
- 1.4. If ENTITY requires IRB BARCELONA to repeat the activities related to the TECHNICAL CONSULTANCY, a new order shall be placed and a new consideration shall be agreed, except in the case of gross negligence or serious breach of the AGREEMENT by IRB BARCELONA.
- 1.5. IRB BARCELONA may contract with third parties the performance of activities related to the TECHNICAL CONSULTANCY without express permission of the ENTITY. In any case, IRB BARCELONA shall be responsible vis-à-vis ENTITY for the performance of the TECHNICAL CONSULTANCY by any subcontractor.
- 1.6. The provision of TECHNICAL CONSULTANCY by IRB BARCELONA shall include:
 - 1.6.1. Customized development of an operating protocol for the requirements of ENTITY.
 - 1.6.2. Use of the equipment by the authorized personnel from IRB BARCELONA in accordance with requirements from ENTITY.
 - 1.6.3. General costs and infrastructure of IRB BARCELONA.

2. Consideration and payment

- 2.1. In consideration for the TECHNICAL CONSULTANCY performed by IRB BARCELONA, ENTITY shall pay to IRB BARCELONA the amounts set forth in the PARTICULAR TERMS & CONDITIONS.
- 2.2. Enforceable withholding taxes or tributes shall be applied to the referred amounts, when appropriate, in accordance with the applicable law, including the corresponding value added tax.
- 2.3. Reasonable expenses incurred by IRB BARCELONA in the performance of its activities as of the provision of the TECHNICAL CONSULTANCY shall be borne by ENTITY subject to prior approval by ENTITY.
- 2.4. The payment by ENTITY of the corresponding consideration shall be fulfilled by bank transfer to the account referred on the invoice.
- 2.5. The payments of the amounts referred above shall be made within thirty (30) days from the invoice dates, upon receipt of the corresponding invoices.

3. Liability

- 3.1. In no event will any PARTY be liable to the other Party for indirect damages regardless whether arising under contract, tort, or based upon strict liability or other theory of law or equity arising from the provision of the TECHNICAL CONSULTANCY.
- 3.2. The maximum liability of IRB BARCELONA with regard to claims of ENTITY shall be equal to the consideration established in the PARTICULAR TERMS & CONDITIONS and shall not be extended to any direct or indirect loss caused by inadequacy, malfunction, shutdown, or legal process for the recovery of equipment necessary for the performance of the TECHNICAL CONSULTANCY.
- 3.3. ENTITY acknowledges that IRB BARCELONA will not be held responsible in the case the results of the TECHNICAL CONSULTANCY are not satisfactory due to the quality of the material/data provided by ENTITY.

4. Term and Termination

- 4.1. These GENERAL TERMS & CONDITIONS shall be effective as of the acceptance of the PARTICULAR TERMS & CONDITIONS (“EFFECTIVE DATE”) and shall remain valid until completion of the purpose of the AGREEMENT or until termination of the AGREEMENT for any reason whatsoever, whichever occurs first. Nevertheless, the PARTIES can decide to extend the term of the AGREEMENT by mutual agreement in writing.
- 4.2. Notwithstanding the termination causes set out by the applicable law, the AGREEMENT may be terminated:
 - 4.2.1. By mutual agreement in writing between the PARTIES.
 - 4.2.2. By any of the PARTIES, by means of a prior notice in writing to the other PARTY within thirty (30) days, in case of serious breach by the other PARTY of any of the obligations, terms, conditions, clauses or agreements under the GENERAL TERMS & CONDITIONS or PARTICULAR TERMS & CONDITIONS, always provided that the infringing PARTY does not remedy such breach within the above thirty (30) day term.
 - 4.2.3. By either PARTY, by means of a prior sixty (60) day notice in writing;
 - 4.2.4. Due to force majeure conditions.
- 4.3. In the event of an early termination of the AGREEMENT for any reason whatsoever, ENTITY shall pay IRB BARCELONA for the TECHNICAL CONSULTANCY actually rendered, and the expenses actually incurred by IRB BARCELONA up to the date of early termination, except when such termination is caused by a serious breach of the AGREEMENT by IRB BARCELONA.
- 4.4. Clauses 5 and 6 shall survive termination.

5. Ownership of results

- 5.1. Nothing in the AGREEMENT shall be construed as an assignment or transmission of any Intellectual and/or Industrial Property Rights belonging to the PARTIES which are not granted pursuant to the AGREEMENT. Therefore, the Parties undertake to respect each other's ownership of those rights at all times.
- 5.2. ENTITY shall own the research results directly developed from the performance of the TECHNICAL CONSULTANCY ("RESULTS").

6. Confidentiality

- 6.1. Subject to the AGREEMENT, IRB BARCELONA agrees to keep confidential any information or scientific or technical data in possession of Entity to which it has had access in occasion of the development of the TECHNICAL CONSULTANCY ("CONFIDENTIAL INFORMATION"), undertaking to keep such as confidential, even beyond the term or termination of the AGREEMENT and not to use it for any purpose other than the execution of the AGREEMENT on the terms agreed between IRB BARCELONA and ENTITY.
- 6.2. IRB BARCELONA agrees to treat the CONFIDENTIAL INFORMATION with all cautions reasonably necessary and practicable to prevent its disclosure to persons other than those of its employees, consultants and/or contractors with a need to know and who are bound by like terms of confidentiality.
- 6.3. Obligations related to the CONFIDENTIAL INFORMATION do not include information provided or any part thereof:
 - 6.3.1. That was of public domain prior to its receipt;
 - 6.3.2. That became of public domain after its receipt by the receiving PARTY without any responsibility for its disclosure;
 - 6.3.3. That is required to be disclosed by express mandate of law, court order or order from any competent authority, decree, regulation or other rule.
- 6.4. The PARTIES hereunder acknowledge and agree that certain information concerning the AGREEMENT may be disclosed in accordance with applicable laws on transparency, access to public information and good government. In this regard, the PARTIES shall make their best efforts to disclose only the information deemed strictly necessary to comply with the aforementioned regulation.
- 6.5. The obligations assumed under this clause shall remain in full force and effect not only during the term of the AGREEMENT, but also for as long as the CONFIDENTIAL INFORMATION is secret and confidential but only to a maximum period of five (5) years after termination.

7. No warranties

- 7.1. In respect of any information supplied by one PARTY to the other PARTY under the TECHNICAL CONSULTANCY, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose, nor as to the absence of any infringement of any proprietary rights of third parties.
- 7.2. ENTITY acknowledges that IRB BARCELONA may independently carry out similar technical consultancies for third parties. Nothing contained herein shall be construed to impose any restriction, duty or obligation on any Party other than as expressly set forth herein.

8. Personal data protection

- 8.1. During the performance of the AGREEMENT, the PARTIES warrant and undertake that they will comply with any and all the measures included in the Regulation (EU) 2016/679 of 27 April 2016 (hereinafter, "GDPR") and all the Spanish laws implementing the GDPR.
- 8.2. The PARTIES must adopt the technical and organizational measures necessary to ensure the security of personal data and avoid their alteration, loss, treatment or unauthorized access, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, whether they come from human action or from the physical or natural environment. To this end, the PARTIES undertake to apply the security levels established by the applicable regulations, according to the nature of the data processed.
- 8.3. Each of the PARTIES shall be liable for any infractions that may be incurred in the event that it allocates the personal data for another purpose, communicates the personal data to a third party or, in general, uses the personal data in an irregular manner, as well as when it does not adopt the corresponding measures for the storage and custody of the same.

9. Governing Law and Jurisdiction

- 9.1. This AGREEMENT shall be governed by and construed under the laws of Spain.
- 9.2. With express waiver to any other jurisdiction that may correspond to the Parties, any dispute or controversy in relation to, in connection with or resulting from this Agreement that cannot be solved amicably between the Parties shall be submitted to the exclusive jurisdiction of the courts of the city of Barcelona.