

Prot. n. 126/PR

Rome, 31/07/2025

Estemeed

BioReliance Ltd.

Glasgow, Scotland, at Unit 5, Todd Campus,
West of Scotland Science Park, G20 0XA

Mail: christiane.hill@merckgroup.com

Subject: Contract for the activation of analytical services for the release of n. 2 "Master Cell Banks" (mcb) and n. 3 Retroviral Vectors to be used as "Starting Materials" in the production of CAR-T drugs at the Pharmaceutical Plant of the Bambino Gesù Pediatric Hospital.

CUP Code: E83C22003170001

In implementing the research and development activities carried out by the Tumor Gene Therapy Research Unit, part of the Oncohematology Research Area and Pharmaceutical Laboratory of the Bambino Gesù Children's Hospital, it is necessary to activate analytical services for the release of two "Master Cell Banks" (MCB) and three Retroviral Vectors to be used as "Starting Materials" in the production of CAR-T drugs at the Pharmaceutical Laboratory of the Bambino Gesù Children's Hospital.

BETWEEN

Bambino Gesù Children's Hospital - Scientific Institute for Research and Treatment - Institution of the Holy See with headquarters in Rome, Piazza Sant'Onofrio 4, in one of the extraterritorial zones recognized by the Lateran Treaty of 1929, Fiscal Code 80403930581 ("Bambino Gesù Children's Hospital" or "Hospital" or "OPBG"), represented by the President, Tiziano Onesti (hereinafter "OPBG" or "Contracting Authority")

AND

BioReliance Ltd. with registered office in Glasgow, Scotland, at Unit 5, Todd Campus, West of Scotland Science Park, G20 0XA, Tax Code 6805014990 / VAT number GB 845 3370 24, represented by its legal representative Alison Armstrong, born in Dumfries (UK) on 08/08/1964, Tax ID Code GB 845337045 (hereinafter also "BioReliance" or "Company")

PREMISES

On February 20, 2025, the Public Notice for the preliminary market consultation preparatory to the announcement of a tender procedure for the supply of two Master Cell Banks (MCBs) and three Retroviral Vectors to be used as Starting Materials in the production of CAR-T drugs was published on the Hospital Portal in both Italian and English. – CUP E83C22003170001, for which only Bioreliance Ltd. expressed interest in participating in the tender procedure in question and the OPBG accepted this expression, following technical evaluations carried out by the competent internal function.

On 24/02/2025, a letter of clarification signed by the Head of the Legal Department was published on the Hospital Portal in both Italian and English, containing the following wording: "...We hereby inform you that, with reference to the ***"PUBLIC NOTICE FOR THE PRELIMINARY MARKET CONSULTATION PRELIMINARY TO THE CALL FOR A PROCEDURE FOR THE AWARDING OF THE SUPPLY OF 2 "MASTER CELL BANKS" (MCB) AND 3 RETROVIRAL VECTORS TO BE USED AS "STARTING MATERIALS" IN THE PRODUCTION OF CAR-T DRUGS. – CUP E83C22003170001"*** signed on 02/20/2025, also drafted in English, due to a mere material typo, the aforementioned title is replaced with the following: ***"PUBLIC NOTICE FOR THE PRELIMINARY MARKET CONSULTATION PRELIMINARY TO THE CALL FOR A***



PROCEDURE FOR THE ACTIVATION OF ANALYTICAL SERVICES FOR THE RELEASE OF NO. 2 “MASTER CELL BANKS” (MCB) AND NO. 3 RETROVIRAL VECTORS TO BE USED AS “STARTING MATERIALS” IN THE PRODUCTION OF CAR-T DRUGS. – CUP E83C22003170001 at the Pharmaceutical Plant of the Bambino Gesù Pediatric Hospital. With the exception of the above, all the contents of the public notice of 02/20/2025, reported in the same letter of clarification of 02/24/2025, remain unchanged. With Contracting Decision no. 58 prot. 61/PR of 10/03/2025, the President of the OPBG established the implementation of a negotiated procedure without prior publication of a tender notice pursuant to art. 76, paragraph 4, letter a), of Legislative Decree 36/2023 for the following supply:

- **Activation of Analytical Services for the release of n. 2 “Master Cell Banks” (mcb) and n. 3 Retroviral Vectors to be used as “Starting Materials” in the production of CAR-T drugs at the Pharmaceutical Laboratory of the Bambino Gesù Pediatric Hospital**

The RUP (The Sole Project Manager), pursuant to Article 15 of the Public Procurement Code, is Dr. Monica Gunetti, Service Manager, Pharmaceutical Laboratory Research Unit of the "Bambino Gesù" Pediatric Hospital. She is assigned the duties established by the provisions of Legislative Decree 36/2023 and subsequent amendments, including that of signing the documentation for the relevant procedure, with the right to avail herself of the collaboration of OPBG technical and administrative officials as deemed necessary.

On April 17, 2025, OPBG sent the invitation letter and related attachments to the economic operator Bioreliance Ltd., indicating 6:00 PM on May 5, 2025, as the deadline for submitting the tender documentation.

In response to the invitation letter, Bioreliance Ltd. submitted its best technical and economic offer no. R-10455064.P.1, acquired by the OPBG, accompanied by all the required digitally signed documentation and the Technical and Contract Specifications, returned countersigned.

On June 10, 2025, the OPBG sent a letter of clarification in both Italian and English, requesting BioReliance Ltd to reformulate offer no. R-10455064.P.1 by inserting the CUP Code E83C22003170001 for the relevant procurement procedure. Justifications were provided that led to an update to the Technical Specifications attached to the public notice

for the preliminary market consultation preparatory to the launch of a procedure for the activation of analytical services for the release of two "Master Cell Banks" (MCBs) and three Retroviral Vectors to be used as "Starting Materials" in the production of CAR-T drugs. On June 20, 2025, BioReliance Ltd. responded to the OPBG's letter of clarification by submitting an updated offer, offer no. R-10455064.P.4, corresponding to OPBG's requests. Following clarifications between the Hospital and BioReliance Ltd., offer no. R-10455064.P.4 was modified in the section relating to the payment conditions of the contractual amounts on July 29, 2025 and was surpassed by offer no. R-10455064.P.5. In an evaluation document dated June 23, 2025, the technical offer was reviewed by Dr. Rossana Bugianesi; this offer was deemed appropriate for the amount of €1,052,698.20 (one million fifty-two thousand six hundred and ninety-eight/20) plus VAT, where applicable, compared to the maximum supply amount of €1,250,000.00 (one million two hundred and fifty thousand/00), plus VAT, where applicable, reported in the Contracting Decision. The technical and financial offer was accepted by the RUP with a note dated June 23, 2025. The Contractor has demonstrated compliance with the requirements set forth in the tender documentation, and the Contracting Authority has verified compliance pursuant to Article 105 of the Public Contracts Code.

This contract is signed pending the release by the Territorial Office of the Government of Rome of the anti-mafia communication requested on October 21, 2020 on the BDNA, pursuant to art. 88, paragraph 4-bis and article 92, paragraph 3 of Legislative Decree no. 159 of September 6, 2011, and, in any case, following the acquired declaration made by the Contractor regarding the non-existence of the causes for prohibition, forfeiture, or suspension pursuant to article 67 of Legislative Decree no. 159/2011; consequently, the contract is subject to a condition of termination, in the event that a negative outcome of the aforementioned anti-mafia checks were to result, which would result in the invalidity of the contract itself, with all legal consequences.

The payment terms for the supply in question are listed below:

- 55% invoiced upon order booking;
- 20% invoiced upon lab initiation;
- 25% invoiced no later than 31st December 2025.

In agreement with the contractor, OPBG will retain as guarantee, from the 25% of the contract amount that will be paid to BioReliance Ltd. as final instalment, 10% that will be paid upon completion of the activities.

Payment of invoices issued by the Company for supplies performed in a workmanlike manner and in full and proper compliance with the contractual provisions is due 30 (thirty) days, at the end of the month, from the date of issue of the invoices.

In submitting the offer, the Contractor accepted, among other things, every clause in the Specifications and the Technical Specifications.

With this contract, the Contracting Authority intends to award BioReliance Ltd. the contract for the supply necessary to increase the instrumental package already available to the Hospital as part of the PNRR initiative and the creation of a National Center for RNA Therapy and Gene Therapy.

HAVING REGARD TO ALL THE ABOVE

The Parties, as constituted above, agree and stipulate as follows:

Article 1 – Premises, annexes and regulatory provisions

1. The preamble and documentation listed below constitute an integral and substantial part of this contract:

- a) Contract Resolution No. 58, ref. 61/PR dated March 10, 2025;
- b) Deed of Appointment of the RUP, ref. 62/PR dated March 10, 2025;
- c) Letter of Invitation sent on April 17, 2025;
- d) Specifications sent on April 17, 2025;
- e) Technical Specifications sent on April 17, 2025;
- f) ESPD signed by BioReliance Ltd.;
- g) BioReliance's financial offer dated June 20, 2025, modified in the section relating to the payment conditions of the contractual amounts following clarifications between the OPBG and BioReliance Ltd. on July 29, 2025;
- h) Technical Adequacy Evaluation Document dated June 23, 2025;
- i) Technical and Economic Evaluation Document dated June 23, 2025;
- l) Award Decree, No. 112-113/PR, dated July 2, 2025.

2. The above-mentioned documents are considered integral and substantial parts of this contract, even if not physically attached thereto, as they are deposited with the Contracting Authority.

3. In the event of a conflict and/or incompatibility between the provisions of this contract and the above-mentioned contractual documents, the interpretation most favorable to the

timely and optimal performance of the contracted service shall prevail, in compliance with applicable legislation.

Article 2 - Object of the contract

The purpose of this contract is to activate analytical services for the release of two Master Cell Banks (MCBs) and three Retroviral Vectors to be used as Starting Materials in the production of CAR-T drugs at the Pharmaceutical Plant of the Bambino Gesù Children's Hospital, as detailed in the Technical Specifications and the official offer.

Article 3 - Contractual amount

1. The list price for the supply of the items indicated in Article 2 is €1,250,000.00 (one million two hundred and fifty thousand/00), plus VAT, where applicable.
2. The amount expected for the purchase of the supply in question falls within the budget approved by the OPBG for the National Center for Research and Development of Gene Therapy and Drugs with RNA Technology.
3. The offer submitted by BioReliance Ltd. is €1,052,698.20 (one million fifty-two thousand six hundred and ninety-eight/20) plus VAT, where applicable.
4. The expense is charged to the financial resources allocated within the research project relating to the National Center for Research on Gene Therapies and RNA-Technology Drugs provided for by the Call for Proposals funded under the PNRR - NextGenerationEU, Mission 4 Component 2 from Research to Business, Investment 1.4, within the Research Program "Strengthening research facilities and creating "national R&D champions" on some Key Enabling Technologies", approved by Ministerial Decree of the Ministry of University and Research No. 3138 of December 16, 2021, amended by Ministerial Decree No. 3175 of December 18, 2021, with a total funding for OPBG of approximately €20,040,000.
5. The price is fixed, invariable, and inclusive of the interventions due by the Company for the entire period covered by the warranty.

Article 4 - Place of supply

1. This supply must be delivered within 5 months of the order date, to Officina Farmaceutica OPBG, Viale F. Baldelli, 38, 00146 Rome, at no additional cost to OPBG.
2. The Company intends to deliver all of the above supplies at no additional cost, safeguarding OPBG's needs and without hindering, disrupting, or interrupting any ongoing business operations.

3. The resources responsible for delivering the supply to be carried out at the OPBG will be able to access it in compliance with all relevant safety and access requirements, upon notification to the OPBG, at least 5 (five) days before the start of the aforementioned activities, of their names and personal data together with the details of an identification document.

4. The Company, therefore, must ensure that it has trained the technical personnel who will perform the aforementioned services to ensure their safety.

Article 5 – Termination of the contract

1. Either Party may terminate this Agreement in the event of a material breach of this Agreement, provided such breach is not cured within thirty (30) days after receipt of written notice from the non-breaching Party specifying the details regarding such breach. Either Party may terminate this Agreement immediately by written notice to the other Party if the other Party abandons its operations, becomes insolvent, becomes the subject of voluntary or involuntary bankruptcy, arrangement, composition or other like proceeding, which is not dismissed within thirty (30) days of commencement thereof, makes an assignment for the benefit of its creditors, or consents to the appointment of a trustee, receiver or other fiduciary for all or a substantial part of its assets. Company may terminate this Agreement, but not any services commenced or in progress, at any time with or without cause by giving OPBG at least thirty (30) days written notice.

Article 6 – Changes to the supply

1. If, during the performance of this contract, it becomes necessary to increase or decrease the supply, the Company is obligated to execute the variation request with reference to the prices indicated in the financial offer.

2. Such variations may be requested for a value that cannot exceed one-fifth of the contract amount.

Article 7 – Payment

1. Payment of invoices issued by the Company for supplies performed in a workmanlike manner and in full and proper compliance with the contractual provisions is due 30 (thirty) days, at the end of the month, from the date of issue of the invoices.

The Company will issue invoices for the consideration following acceptance of the supply by OPBG.

In the event of a negative acceptance, OPBG shall pay the portion of the invoice covering supply which was not rejected.

2. Invoices must: (i) include references to the Contract and related Execution Orders; (ii) include, at the bottom, the wording "Invoice bearing a non-transferable credit"; (iii) indicate the Supplier's bank details for payment by OPBG; (iv) indicate the CUP reference code E83C22003170001.

Invoices must be sent electronically via the Revenue Agency's System Data Interchange (SDI) with the following information:

Company name: Bambino Gesù Children's Hospital

Address: Piazza Sant'Onofrio 4, 00165 Rome

Tax ID: 80403930581

Recipient code: SDI QRL4YE1

Electronic invoices must be accompanied by a PDF copy of the invoices themselves and any necessary technical explanatory documents, free of sensitive or special data in accordance with applicable data protection legislation.

The payment terms for the supply in question are listed below:

- 55% invoiced upon order booking;
- 20% invoiced upon lab initiation;
- 25% invoiced no later than 31st December 2025.

In agreement with the contractor, OPBG will retain as guarantee, from the 25% of the contract amount that will be paid to BioReliance Ltd. as final instalment, 10% that will be paid upon completion of the activities.

Payment of invoices issued by the Company for supplies performed in a workmanlike manner and in full and proper compliance with the contractual provisions is due 30 (thirty) days, at the end of the month, from the date of issue of the invoices.

3. Any errors, incompleteness, or omissions in the data reported in the invoices pursuant to the above, or inconsistencies in the explanatory technical documents, as well as non-compliance with current legislation, will result in the rejection of the invoices by OPBG, which will therefore be unable to proceed with payment and will consequently not be required to pay any late payment interest requested by the Company.

Article 8 - Traceability of financial flows

1. The Company assumes, under penalty of absolute nullity of the contract, all obligations regarding the traceability of financial flows pursuant to Article 3 of Law 136/2010 and subsequent amendments.
2. The Company further declares that the identification details of the bank account dedicated, even if not exclusively, for public procurement are as follows:

IBAN GB20DEUT40508116695200

and that the personal details and tax code of the persons authorized to operate on the indicated account are:

- Mrs. Alison Massey, CFO UK & Ireland;
- Mrs. Alison Armstrong, Managing Director.

Art. 9 - Security Deposit (Final Guarantee)

In agreement with the contractor, OPBG will retain as guarantee, from the 25% of the contract amount that will be paid to BioReliance Ltd. as final instalment, 10% that will be paid upon completion of the activities.

Article 10 - General responsibilities of the Company

1. In performing the supply, the Company shall, on its own initiative, adopt all reasonable means and precautions necessary to prevent damage in general, especially injuries, including to third parties.
2. The Company further undertakes to comply, under its sole responsibility, with all regulations regarding workplace health and safety and, in general, regarding the treatment and protection of workers.
3. The Company declares and acknowledges that it has fulfilled all obligations set forth in Legislative Decree No. 81 of April 9, 2008, as amended, and in all other applicable regulations regarding occupational health and safety. This does not affect the specific requirements to be observed in compliance with applicable legislation in the context of the Covid-19 health emergency and related instructions provided by OPBG.
4. Limited Service Warranty. The undertaking of Company to perform hereunder is a contract for services only. The sole warranty with respect to its services is that Company

will perform the services hereunder with due care in accordance with the applicable protocol, quote or its equivalent, generally prevailing industry standards, and applicable law. Any claim by the OPBG for a breach of such warranty shall be made in writing to Company on or before the first anniversary of the date that the final report is delivered to the OPBG. Upon the determination that the supply does not adhere to the warranty set forth herein, the sole remedy of the OPBG for breach of such warranty, at the discretion of Company, shall be (a) for Company to re-perform the services or portion thereof giving rise to such breach, taking into account Company's pre-existing obligations, or (b) for OPBG to accept a refund of the fees paid for the services or the portion thereof giving rise to such breach.

5. Disclaimer. The warranty set forth in the previous paragraph is in lieu of any and all other warranties relating to the services to be performed, whether express or implied, written or oral, and including, without limitation, any implied or statutory warranties of merchantability, fitness for a particular purpose, or non-infringement, and whether arising by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly disclaimed.

6. Consequential damages. Under no circumstances shall company be liable to OPBG or any third party claiming by or through OPBG under any cause of action, whether based on contract, tort, negligence, strict liability, or any other legal theory, for any indirect, consequential (such as lost profits and lost business opportunities), incidental special, exemplary, or punitive damages even if advised of the possibility of such damages, and regardless of whether or not company has been advised of the possibility of such damages.

7. Direct damages. Company's and its affiliates' liability to OPBG and its affiliates for any and all claims or the breach of any terms and conditions of this agreement and/or any quote (other than any breach of the limited service warranty contained above, which shall be governed by the remedy set forth therein for such breach of warranty) shall be limited to direct damages in an amount not to exceed the fee paid by OPBG to Company for the services in connection with the study or portion of the study giving rise to such breach.

8. Client Indemnity. Except where proximately caused by the gross negligence or willful misconduct of Company in performing hereunder, OPBG shall indemnify, defend, and hold harmless Company, its parents, subsidiaries, and affiliates and their respective officers, directors, employees, and agents (the "BioReliance Indemnitees") from and against all expenses (including, but not limited to, reasonable attorney's fees), damages, judgments, settlements and losses incurred or suffered by any such BioReliance Indemnitee as a result of any claim, demand, or cause of action asserted or brought by a third party (including, but not limited to, officers, employees, and agents of OPBG) for or in connection with: (a) bodily injury to or death of persons or damage to or destruction of property arising out of or

based upon OPBG's design, manufacture, sale, or use of any quantity of the test materials, or any derivative thereof, whether such design, manufacture, sale, or use took place prior to conclusion of the services or thereafter and whether or not such design, manufacture, sale, or use took place in reliance, in whole or in part, on the services or any portion thereof; (b) infringement, unlawful disclosure or misappropriation of copyright, patent, trade secret or other intellectual property by reason of the performance of the services on the test materials; (c) any breach by OPBG of any of its (or any of its Affiliates', if applicable) obligations or representations and warranties under this Agreement; (d) any negligent act or omission or willful misconduct by OPBG, its Affiliates, if applicable, or its or their directors, officers, employees, agents or subcontractors; (e) any instruction, direction, recommendation or specification given by OPBG or any of its Affiliates, if applicable, (or its or their officers, directors, employees, agents or subcontractors) to Company (including, without limitation, any of the test materials or protocols provided by OPBG) which are materially followed, complied with, adopted, implemented, and/or performed by Company; or (f) OPBG's use of the data, services or supply.

9. Company Indemnity. Except where proximately caused by the gross negligence or willful misconduct of OPBG and subject to the limitations set forth in this Agreement, BioReliance shall indemnify, defend, and hold harmless OPBG, its parents, subsidiaries, and Affiliates and their respective officers, directors, employees, and agents (the "Client Indemnitees") from and against all expenses (including, but not limited to, reasonable attorney's fees), damages, judgments, settlements and losses incurred or suffered by any such Client Indemnitees as a result of any claim, demand, or cause of action asserted or brought by a third party (including, but not limited to, officers, employees, and agents of BioReliance) for or in connection with: (a) bodily injury to or death of persons or damage to property caused by BioReliance's performance of the services hereunder; or (b) breach of this Agreement or any quote by BioReliance; provided, however, that in all cases BioReliance shall have no obligation to indemnify, defend and/or hold harmless the Client Indemnitees to the extent that OPBG has an obligation to indemnify, defend and/or hold harmless the BioReliance Indemnitees pursuant to the previous paragraph of this Section.

Article 11 - Special charges for the Company

1. The Company shall bear the following specific costs:
 - a) The Company shall not request any additional payments.

Art. 12 – General obligations and obligations of the supplier company

1. The Company shall be responsible for the following obligations and responsibilities:
 - a) delivery and installation of the items specified in the Specifications;
 - b) subject to the limitations herein, compensation to OPBG for any damage to property or persons caused by the Company or its personnel;
 - c) compliance with all obligations towards its employees pursuant to applicable laws and regulations and the relevant collective bargaining agreement (CCNL) regarding labor and social insurance, assuming all related costs and excluding any liability for OPBG;
 - d) in the event of malfunctions after delivery, the Company is required to comply with the warranty provisions provided herein.
2. The Company undertakes to guarantee and fulfill, at its own expense and expense, all obligations towards personnel employed in connection with the Contract, as arising from applicable legislation, including those regarding insurance, social security, and employment relationships in general. The Company also guarantees that all personnel employed by it possess all necessary qualifications to perform the services referred to in the Contract and further undertakes to communicate in advance to the OPBG Internal Contact the names of the personnel authorized by the Supplier for this purpose to access the OPBG sites.
3. The Company undertakes to provide the services set forth in the Contract without causing any harm to the Hospital's operations, also in light of the Hospital's unique research and treatment activities.

Article 13 – Person responsible for the execution of the Contract (“Internal Contact Person”)

1. The Supplier's internal contact is Dr. Christiane Hill.
2. The Hospital's internal contact is the RUP, Dr. Monica Gunetti, who coordinates the correct implementation of the Contract and its monitoring. In this context, she also provides the necessary operational instructions to the Supplier, with whom she maintains the relevant relationships and ensures verification of the quantity and quality of the services covered by the Contract.
3. For communications necessary for the performance of the Contract, each Party shall refer to the other Party's Internal Contact.
4. Any changes to the Internal Contact must be communicated by the affected Party, through a representative with powers of representation and signature, to the other Party via certified

email (PEC), addressed to the latter's Internal Contact and, in the case of OPBG, also to the Supply Chain Function.

5. If the sender and/or recipient do not have a certified email address, such communication must be made via registered mail with return receipt addressed to the other Party's registered office as identified in the Contract, addressed to the same recipients as identified in the preceding paragraph.

Article 14 - Force Majeure

1. Neither party shall be liable for failure to fulfill its contractual obligations when force majeure occurs, i.e., circumstances beyond its reasonable control.

Article 15 – Contract Costs

1. The contract and all related and consequent transactions are subject to the normal taxes, duties, and levies in force.
2. It is understood that all taxes, duties, and levies, stamp duty, and registration fees related to the registration of the contract (if applicable) shall be borne by the Company.

Article 16 - Disputes and Legal Domicile

1. The Contract shall be governed by the law in force in the Italian State.
2. For any dispute arising from the interpretation and performance of the Contract, the Parties preliminarily undertake to resolve any conflict amicably. Only if an agreement cannot be reached shall the Parties expressly accept the exclusive jurisdiction of the Court of Rome and subsequent instances.

Article 17 - Termination Condition

1. This contract is signed pending the release by the Territorial Office of the Government of Rome of the anti-mafia notification requested on October 21, 2020, on the BDNA, pursuant to Article 88, paragraph 4-bis, and Article 92, paragraph 3, of Legislative Dccrce No. 159 of September 6, 2011, and, in any case, following the Contractor's declaration that the causes for prohibition, forfeiture, or suspension referred to in Article 67 of Legislative Decree No. 159/2011 do not exist. Consequently, the contract is subject to a termination condition should

the aforementioned anti-mafia checks prove negative, which would render it void, with all legal consequences.

Article 18 - Ethical Conduct and Transparency

1. Bambino Gesù Children's Hospital has adopted a Code of Ethics, available on the website www.ospedalebambinogesu.it.
2. Each Party undertakes to act in the execution of the contract in compliance with applicable legislation, with fairness and transparency, avoiding, within the context of the relationship with the Hospital, any behavior, acts, or omissions that could constitute mismanagement with unlawful intent and, more generally, that conflict with the principles, values, and rules of ethical conduct that could give rise to unlawful liability for the other Party or for the Party itself.
3. Failure to comply with the above obligations and commitments constitutes a breach of contract, with the non-breaching Party entitled to terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to actions for damages.

Article 19 – Processing of Personal Data

1. The Parties declare that they will comply with the provisions on the protection of personal data set forth in European Regulation No. 2016/679 (hereinafter "GDPR") and Legislative Decree No. 196/2003, as amended by Legislative Decree No. 101/2018, and will fulfill the resulting obligations by adopting appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
2. The personal data of employees, collaborators, and any person acting in the name and on behalf of each Party (name, company email address, etc.) will be processed by the other Party, as an independent Data Controller, solely for purposes strictly related to and functional to the establishment and execution of the contractual relationship governed by this Agreement, as well as to fulfill any legal or regulatory obligations.
3. The data will be processed in compliance with the principles set forth in Article 5, paragraph 1, of the GDPR, 1 of the GDPR, in the manner further described in the information pursuant to Art. 13 of the GDPR that each Party provides to its data subjects and for the period of time strictly necessary to achieve the purposes described above.
4. The Parties guarantee that the internal individuals involved in data processing are specifically authorized, trained, and instructed to ensure the adequate security and confidentiality of the personal data processed.

Article 20 - Confidentiality Provisions

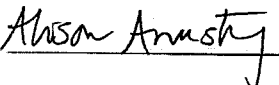
1. The parties expressly agree that all information, concepts, ideas, procedures, methods, and/or technical data that the Company's personnel will become aware of during the supply process shall be considered confidential and covered by secrecy.
 2. The parties are obligated to maintain the confidentiality of all data and information, including that transmitted through the equipment it possesses, and not to disclose it in any way or form, nor to use it for any purpose other than those strictly necessary for the performance of the contracted activities.
- If in agreement with the above, the Supplier is requested to return a copy of this document and the attached Annex, duly signed for acceptance by its representative with appropriate powers of representation and signature.

All.: c.s

- **Exhibit 1 - HEALTH INFORMATION - Professional consultants_suppliers**

Rome,

For acceptance:
BioReliance Ltd.
Legal Representative



Bambino Gesù Children's Hospital
The President
Tiziano Onesti

