

<p>Imposta di Bollo assolta in modo virtuale da Ice Global Consulting Italy srl - Autorizzazione Agenzia delle Entrate – Direzione Provinciale II di Milano, Ufficio Territoriale di Milano – n. 2112 del 14 agosto 2024 ed efficace dal 1 settembre 2024</p>	<p>Duty stamp paid virtually by Ice Global Consulting Italy srl - Authorisation of “Agenzia delle Entrate – Direzione Provinciale II di Milano, Ufficio Territoriale di Milano 2” no. 2112 of 14 August 2024 and effective 1 September 2024</p>
<p>CONTRATTO PER LA CONDUZIONE DELLA SPERIMENTAZIONE CLINICA SU MEDICINALI</p> <p>“Studio di fase 2, randomizzato, controllato con placebo per valutare l’efficacia e la sicurezza di Mosliciguat nei partecipanti con ipertensione polmonare associata a malattia polmonare interstiziale”</p> <p>TRA</p> <p>l’IRRCs Istituto Mediterraneo per i Trapianti e Terapie ad Alta Specializzazione S.r.l. – ISMETT - con sede legale a Palermo (Italia), in Via Discesa dei Giudici 4, Codice Fiscale e Partita IVA n. 04544550827, in persona del Direttore Scientifico, Prof, Massimo Pinzani, munito degli occorrenti poteri giusta procura speciale in Notaio Gabriele Zammiti del 24 luglio 2024 (Rep. 16081 Racc.7718), domiciliato per la carica presso la sede legale della società,(d’ora innanzi denominato <i>“ISMETT” o “Centro” o “Centro di Sperimentazione”</i>)</p> <p>E</p> <p>Pulmovant,Inc., con sede legale in 303 Wyman St., Suite 300, Waltham, MA 02451, United States, EIN 92-3322345, rappresentato da Ice Global Consulting, Inc., debitamente autorizzato tramite procura conferita in data 24 luglio 2024, in persona del suo legale rappresentante Stella Maris Pannuzzi (d’ora innanzi denominato/a <i>“Promotore” o “Sponsor”</i>);</p> <p>Il presente contratto è sottoscritto da Stella Maris Pannuzzi, dipendente di ICE Global Consulting Italy S.r.l., società</p>	<p>CONTRACT ON THE CONDUCT OF CLINICAL TRIAL ON MEDICINAL PRODUCTS</p> <p>“A Phase 2, Randomized, Placebo-Controlled Trial to Assess the Efficacy and Safety of Mosliciguat in Participants with Pulmonary Hypertension Associated with Interstitial Lung Disease”</p> <p>BETWEEN</p> <p>IRRCs Istituto Mediterraneo per i Trapianti e Terapie ad Alta Specializzazione S.r.l. – ISMETT - with registered office in Palermo (Italy), in Via Discesa dei Giudici 4, Tax Code and VAT number 04544550827, in the person of its Scientific Director Prof. Massimo Pinzani, equipped with the necessary powers pursuant to the power of attorney duly conferred on 24 July 2024 by Notary Gabriele Zammiti (Volume n. 16081 – File n. 7718), domiciled for the office at the company’s registered office domiciled for office at the registered office of company, (<i>henceforth referred to as “ISMETT” or “Site” or “Trial Site”</i>)</p> <p>AND</p> <p>Pulmovant, Inc., with registered office in 303 Wyman St., Suite 300, Waltham, MA 02451, United States, EIN 92- 3322345, duly authorized via power of attorney granted on July 24, 2024, in the person of legal representative Stella Maris Pannuzzi (<i>henceforth referred to as “Sponsor” or “Promoter”</i>);</p> <p>This agreement is signed by Stella Maris Pannuzzi, an employee of ICE Global Consulting Italy S.r.l., the Italian</p>

controllata italiana di ICE Global Consulting Inc., delegata dallo Sponsor alla sottoscrizione del presente contratto.

Di seguito per brevità denominati/e singolarmente **“la Parte”** o collettivamente **“le Parti”**.

PREMESSO CHE:

- A. è interesse del Promotore effettuare, ai sensi del Regolamento (UE) n. 536/2014 (di seguito **“Regolamento”**), la sperimentazione clinica dal titolo: *“Studio di fase 2, randomizzato, controllato con placebo per valutare l’efficacia e la sicurezza di Moslicigat nei partecipanti con ipertensione polmonare associata a malattia polmonare interstiziale”* IRRB/04/25 (di seguito **“Sperimentazione”**), avente ad oggetto il Protocollo versione n. 1.0 del 25 aprile 2024 e suoi successivi emendamenti debitamente approvati (di seguito **“Protocollo”**), codice EudraCT n. 2024-513991-16 presso il Centro sotto la responsabilità del Dott. Patrizio Vitulo (di seguito **“Sperimentatore principale”**), in qualità di Responsabile scientifico della sperimentazione oggetto del presente Contratto (di seguito **“Contratto”** o **“Accordo”**), nell’Unità di Pneumologia;
- B. Il Promotore ha designato quale proprio rappresentante legale in UE Roivant Sciences Ireland with offices at Rocktwist House, Block 1, Western Business Park, Shannon, CLARE, Ireland, V14 FW97;
- C. il Promotore ha individuato quale referente scientifico per la parte di propria competenza il Dott. Vasya Hristova-Ivanova. Il Promotore può modificare il

subsidiary of ICE Global Consulting Inc., who has been delegated by the Sponsor to sign this agreement.

Hereinafter for the sake of brevity referred to individually as **“the Party”** or collectively as **“the Parties”**.

WHEREAS:

- A. it is in the interest of the Promoter to conduct, pursuant to Regulation (EU) No. 536/2014 (hereinafter **“Regulation”**), the clinical trial entitled: *“A Phase 2, Randomized, Placebo-Controlled Trial to Assess the Efficacy and Safety of Moslicigat in Participants with Pulmonary Hypertension Associated with Interstitial Lung Disease”* IRRB/04/25 (hereinafter **“Trial”**), concerning Protocol version No. 1.0 of 25 April 2024 and its subsequent duly approved amendments (hereinafter the **“Protocol”**), EudraCT code No. 2024-513991-16 at the site under the responsibility of Dr. Patrizio Vitulo (hereinafter **“Principal Investigator”**), as Scientific Director of the Trial covered by this contract (hereinafter **“Contract”** or **“Agreement”**), at the Pneumology Unit;
- B. the Sponsor has appointed Roivant Sciences Ireland with offices at Rocktwist House, Block 1, Western Business Park, Shannon, CLARE, Ireland, V14 FW97 as its legal representative in the EU;
- C. the Sponsor has identified Dr. Vasya Hristova-Ivanova as the scientific contact person for the part of their responsibility. The Sponsor may change the

<p>referente scientifico per la parte di propria competenza con notifica scritta al Centro di sperimentazione;</p>	<p>scientific contact person for the part of under its responsibility with written notification at the Site;</p>
<p>D. il Centro di sperimentazione possiede le competenze tecniche e scientifiche per la Sperimentazione ed è struttura adeguata alla conduzione della Sperimentazione nel rispetto della normativa vigente;</p>	<p>D. the Trial Site has the technical and scientific skills to conduct the Trial and it is an adequate facility to conduct the Trial in compliance with the regulations in force;</p>
<p>E. salvo quanto eventualmente, successivamente, diversamente concordato per iscritto dalle Parti, il Centro dovrà condurre la Sperimentazione esclusivamente presso le proprie strutture;</p>	<p>E. except as subsequently otherwise agreed in writing between the parties unless otherwise agreed in writing by the Parties, the Site shall conduct the Trial exclusively at its own facilities;</p>
<p>F. ISMETT è un ente con personalità giuridica di diritto privato, autorizzato ed accreditato nel settore dei trapianti e delle terapie ad alta specializzazione, al quale, con Decreto del Ministero della Salute del 12 settembre 2014 e successivi rinnovi, è stato riconosciuto – ai sensi del D.Lgs. n. 288/2003 <i>“Riordino della disciplina degli Istituti di ricovero e cura a carattere scientifico, a norma dell’Art. 42, comma 1, della Legge n. 3 del 16 gennaio 2003”</i> – il carattere scientifico nella disciplina della <i>“cura e ricerca delle insufficienze terminali d’organo”</i>;</p>	<p>F. ISMETT is a body with legal personality governed by private law, authorized and accredited in the field of transplants and highly specialized therapies, to which, by Decree of the Ministry of Health of September 12, 2014 and subsequent renewals, has been recognized - pursuant to Legislative Decree No. 288/2003 <i>“Reorganization of the discipline of scientific hospitalization and care institutions, in accordance with Article 42, paragraph 1, of Law No. 3 of January 16, 2003”</i> - the scientific character in the discipline of <i>“care and search for terminal organ failure”</i>;</p>
<p>G. ISMETT è stato costituito grazie ad una collaborazione tra la Regione Siciliana e UPMC (University of Pittsburgh Medical Center – Pennsylvania, Stati Uniti);</p>	<p>G. ISMETT was established thanks to a collaboration between the Sicilian Region and UPMC (University of Pittsburgh Medical Center - Pennsylvania, United States);</p>
<p>H. tale collaborazione è nata per fornire servizi sanitari all’avanguardia, avvalendosi delle esperienze e</p>	<p>H. such collaboration was born to provide cutting-edge healthcare services, drawing on the experiences and</p>

<p>conoscenze sviluppate da UPMC e dagli ospedali che fanno parte del suo gruppo ("Gruppo UPMC");</p> <p>I. per garantire la collaborazione con tali strutture, di rilevanza mondiale, la gestione di ISMETT è stata affidata a UPMC Italy S.r.l. (di seguito "UPMCI"), controllata italiana del Gruppo UPMC e socio di ISMETT, che presta in via esclusiva all'Istituto tutti i servizi di gestione operativa e clinico-sanitaria per lo svolgimento delle sue attività istituzionali dotandolo, tra l'altro, di tutto il personale medico necessario;</p> <p>J. agendo congiuntamente nello svolgimento delle attività istituzionali di ISMETT, quest'ultimo e UPMCI, ai sensi della normativa in materia di protezione dei dati, operano come contitolari del trattamento dei dati dei pazienti, per le attività di competenza di ISMETT ("Contitolari"). Conseguentemente, UPMCI e il personale ad esso riferibile, coinvolto nell'attività di Sperimentazione Clinica, non è terza parte ai fini del presente Contratto;</p> <p>K. lo Sperimentatore principale ed i suoi diretti collaboratori, qualificati in base al Protocollo ad intervenire con poteri discrezionali nell'esecuzione di esso (di seguito "Co-sperimentatori"), così come tutti gli altri soggetti che svolgano qualsiasi parte della Sperimentazione sotto la supervisione dello Sperimentatore principale, sono idonei alla conduzione della Sperimentazione in conformità alla normativa applicabile, conoscono il Protocollo e le norme di buona pratica clinica e possiedono i requisiti normativi</p>	<p>knowledge developed by UPMC and the hospitals that are part of its group ("UPMC Group");</p> <p>I. to ensure collaboration with such globally relevant institutions, the management of ISMETT has been entrusted to UPMC Italy S.r.l. (hereinafter "UPMCI"), an Italian subsidiary of the UPMC Group and a member of ISMETT, which exclusively provides the Institute with all operational and clinical-health management services for carrying out its institutional activities, providing it, among other things, with all the necessary medical personnel;</p> <p>J. acting jointly in carrying out the institutional activities of ISMETT, the latter and UPMCI, in accordance with the legislation on data protection, operate as joint data controllers for the patients' data processing activities within the scope of ISMETT ("Joint Data Controllers"). Consequently, UPMCI and the personnel related to it, involved in the activity of Clinical Trials, are not third parties for the purposes of this Contract;</p> <p>K. the Principal Investigator and their direct collaborators, qualified under the Protocol to intervene with discretionary powers in the execution of it (hereinafter "Co-Investigators"), as well as all other patients who carry out any part of the Trial under the supervision of the Principal Investigator, are eligible to conduct the Trial in accordance with applicable legislation, know the Protocol and the rules of good clinical practice and meet the requirements necessary regulations and</p>
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<p>e regolamentari necessari, compreso il rispetto della normativa vigente riguardante il conflitto di interessi;</p> <p>L. il Centro di sperimentazione, pur essendo dotato di apparecchiature idonee all'esecuzione della Sperimentazione, riceve in comodato d'uso gratuito dal Promotore, ai sensi e per gli effetti del Codice Civile, le attrezzature e/o i beni fondamentali per il buon esito della Sperimentazione, elencati all'art. 5 del presente Contratto;</p> <p>M. la Sperimentazione è stata regolarmente autorizzata a norma del Capo II del Regolamento, previo provvedimento di autorizzazione nazionale AIFA caricato sul portale UE di cui all'Articolo 80 del Regolamento in data 12 dicembre 2024, che include il parere emesso dal Comitato Etico Territoriale Sicilia;</p> <p>N. ai sensi dell'Articolo 76 del Regolamento e delle disposizioni nazionali applicabili, il Promotore ha stipulato la polizza assicurativa come meglio precisato all'art.8 del presente Contratto;</p> <p>O. nella negoziazione del presente Contratto le Parti si sono basate sullo schema approvato dal Centro di coordinamento nazionale dei Comitati etici territoriali ai sensi dell'Articolo 2 comma 6 della Legge n. 3 dell'11 gennaio 2018 e, nel rispetto dell'omogeneità degli aspetti amministrativi, economici, assicurativi ivi richiamata, hanno ritenuto di integrare e/o modificare le relative previsioni, ai fini della disciplina delle specificità e peculiarità della Sperimentazione, sulla base delle seguenti motivazioni; di seguito le</p>	<p>regulations, including compliance with current legislation concerning conflict of interest;</p> <p>L. the Trial Site, though equipped with equipment suitable for conducting the Trial, is given as free loan for use from the Sponsor, pursuant to and in accordance with the Civil Code, the equipment and/or assets that are fundamental for the successful outcome of the Trial, is listed in Article 5 of this Contract;</p> <p>M. the Trial has been duly authorized under Chapter II of the Regulations, subject to the AIFA national authorization order uploaded to the EU portal referred to in Article 80 of the Regulations on 12 December 2024, which includes the opinion issued by the Ethics Committee Territoriale Sicilia;</p> <p>N. pursuant to Article 76 of the Regulations and applicable national provisions, the Promoter has taken out the insurance policy as further specified in Article 8 of this Contract;</p> <p>O. in the negotiation of this Contract, the Parties relied on the outline approved by the National Coordination Site of Territorial Ethics Committees pursuant to Article 2, Paragraph 6, of Law No. 3 of January 11, 2018, and, in compliance with the homogeneity of administrative, economic, and insurance aspects referred to therein, considered to supplement and/or amend the relevant provisions, for the purpose of regulating the specificities and peculiarities of the Trial, based on the following</p>
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integrazioni/modifiche apportate al presente Contratto:

(I) con riferimento alla normativa in materia di protezione dei dati:

- a. le premesse sono state integrate per dare atto dei rapporti intercorrenti tra ISMETT ed il suo socio gestore, UPMC Italy S.r.l.
- b. è stata modificata la qualifica di ISMETT come titolare autonomo in quanto ISMETT e UPMCI agiscono quali contitolari del trattamento, ai sensi dell'Articolo 26 del Regolamento UE 2016/679. Le motivazioni della contitolarità sono state spiegate alle precedenti premesse G) e H). Con riferimento alla contitolarità, ISMETT e UPMCI hanno disciplinato, in un apposito accordo sottoscritto in data 17 settembre 2018, le rispettive responsabilità e ruoli in merito agli obblighi derivanti dalle Leggi in materia di Protezione dei dati come di seguito definite. Un estratto del predetto accordo è messo a disposizione degli Interessati sul sito www.ismett.edu;
- c. all'Articolo 2.7 è stato eliminato l'inciso "un accordo economico tra Centro di sperimentazione e Promotore" in quanto il periodo di conservazione dei dati personali non può essere fissato all'interno di un accordo economico. I dati personali devono essere, infatti, conservati per il tempo necessario allo svolgimento delle finalità per i quali sono raccolti, anche tenendo in

reasons; below are the additions/changes made to this Contract:

(I) with reference to data protection legislation:

- a. the preamble has been integrated to acknowledge the relationships between ISMETT and its managing partner, UPMC Italy S.r.l.
- b. ISMETT's qualification as an independent data controller has been changed, as ISMETT and UPMCI act as joint data controllers, in accordance with Article 26 of EU Regulation 2016/679. The reasons for joint ownership have been explained in the previous preamble - letters G) and H). With reference to joint ownership, ISMETT and UPMCI have regulated, in a specific agreement signed on September 17, 2018, their respective responsibilities and roles regarding the obligations arising from the Laws on Data Protection as defined below. A copy of the aforementioned agreement is made available to the Interested Parties on the website www.ismett.edu;
- c. The entry "an economic agreement between the Trial Site and the Sponsor" has been deleted from the Article 2.7 because the retention period of personal data cannot be fixed within an economic agreement. Personal data must, in fact, be kept for the time necessary to carry out the purposes for which they are collected, even taking into account the applicable legislative provisions;

considerazione le disposizioni legislative applicabili;

- d. all'Articolo 11.5, è stato precisato che la comunicazione dei dati della Sperimentazione a soggetti terzi può avvenire solo ove sia indispensabile alla conduzione della Sperimentazione stessa, in conformità a quanto stabilito dal Garante per la protezione dei dati personali all'interno del Provvedimento n. 146/2019, par. 5.5. Comunicazione e diffusione, (Doc-Web 9124510);

- (II) l'Articolo 4 "Medicinali Sperimentali – Materiali e Servizi" è stato integrato al fine di descrivere più dettagliatamente le modalità di consegna e ritiro del prodotto sperimentale;

TUTTO CIÒ PREMESSO, TRA LE PARTI SI CONVIENE E SI
STIPULA QUANTO SEGUE:

Articolo 1. Interezza del Contratto

Le premesse, il Protocollo, anche se non materialmente accluso, e tutti gli allegati, incluso il budget (Allegato A) e il glossario relativo alla protezione dati personali (Allegato B), fanno parte integrante e sostanziale del presente Contratto.

Articolo 2. Oggetto

2.1. Il Promotore affida al Centro di sperimentazione l'esecuzione della Sperimentazione alle condizioni indicate nel presente Contratto, in accordo col Protocollo, con gli eventuali successivi emendamenti, nonché con le modifiche al presente Contratto/budget da questi derivanti e formalizzate mediante i necessari atti di modifica tempestivamente sottoscritti.

- d. In Article 11.5, it was specified that the communication of data of the Trial to third parties can only occur if it is necessary for the conduct of the Trial itself, in accordance with what is established by the Data Protection Authority for the protection of personal data within Provision No. 146/2019, paragraph 5.5. Communication and dissemination, (Doc-Web 9124510);

- (II) Article 4 "Investigational Medicinal Products - Materials and Services" has been integrated in order to describe in more detail the procedures for delivery and retrieval of the experimental product;

NOW THEREFORE, THE PARTIES AGREE AND STIPULATE
THE FOLLOWING:

Article 1. Entire Contract

The preamble, Protocol, even if not physically appended, and all the annexes, including the budget (Annex A) and the glossary regarding personal data protection (Annex B) form an integral and substantial part of this Contract.

Article 2. Subject

2.1. The Sponsor entrusts the Trial Site with the conduct of the Trial under the conditions laid down in this Contract, in accordance with the Protocol, with any subsequent amendments, as well as with the resulting amendments to this Contract/budget and formalized by means of the necessary amending acts promptly signed.

2.2. Il Promotore dichiara di avere incaricato la Contract Research Organization ICON Clinical Research Limited con sede in Maciachini Business Park, Via Benigno Crespi, 19, Edificio MAC3, Milano 20159 (d'ora innanzi denominata "CRO"), regolarmente operante ai sensi del D.M. 15 novembre 2011 e registrata presso l'Osservatorio nazionale sulla sperimentazione clinica dei medicinali (OsSC), per lo svolgimento di attività correlate alla Sperimentazione, conferendole con il relativo accordo in data 06 Febbraio 2025 i necessari poteri ed il correlato mandato con rappresentanza. Il Centro dichiara di aver preso conoscenza di tale incarico.

2.3. La Sperimentazione deve essere condotta nel più scrupoloso rispetto del Protocollo, nella versione vigente, accettata dallo Sperimentatore principale e approvata dal Comitato Etico e dall'Autorità Competente, in conformità alla vigente normativa in materia di sperimentazioni cliniche di medicinali e ai principi etici e deontologici che ispirano l'attività medica dei professionisti a vario titolo coinvolti.

2.4. La Sperimentazione deve essere altresì condotta in conformità ai principi contenuti nella Convenzione sui Diritti dell'Uomo e la Biomedicina, nella Dichiarazione di Helsinki nella versione aggiornata, nelle vigenti regole della Buona Pratica Clinica, e in conformità delle leggi applicabili in tema di trasparenza e prevenzione della corruzione, nonché di protezione dei dati personali secondo la normativa vigente.

2.5. Con la sottoscrizione del presente Contratto, le Parti dichiarano di conoscere e accettare il contenuto di quanto sopra richiamato.

2.6. Il Promotore e lo Sperimentatore principale, avendo l'obbligo di tutelare la salute dei pazienti, quando ricorrano le circostanze, possono adottare urgenti e

2.2. The Promoter declares that it has appointed the Contract Research Organization ICON Clinical Research Limited, with registered office in Maciachini Business Park, Via Benigno Crespi, 19, Edificio MAC3, Milan 20159, (hereinafter referred to as "CRO"), regularly operating pursuant to the Ministerial Decree of 15 November 2011 and registered with the National Observatory on Clinical Trials of Medicines (OsSC), to carry out activities related to the Trial, granting it with the relative agreement dated _06 February 2025_ the necessary powers and the related mandate with representation. The Site declares that it has taken note of this assignment.

2.3. The Trial must be conducted in full compliance with the Protocol, in its version in force, accepted by the Principal Investigator and approved by the Ethics Committee and the Competent Authority, in accordance with the current regulations concerning clinical trials of medicinal products and with the ethical and deontological principles underlying the medical practice of the professionals involved in various capacities.

2.4. The Trial must also be conducted in accordance with the principles contained in the Convention on Human Rights and Biomedicine, in the Helsinki Declaration in its updated version, in the current rules of Good Clinical Practice, and in accordance with applicable laws on transparency and corruption prevention, as well as the protection of personal data in accordance with current regulations.

2.5. By signing this Contract, the Parties declare that they are aware of and accept the content of the foregoing.

adeguate misure a tutela della sicurezza dei pazienti, quali la sospensione temporanea dello Studio (interruzione del trattamento per i pazienti già coinvolti nella Sperimentazione, ovvero interruzione dell'inclusione di nuovi soggetti), con le modalità previste dall'Articolo 38 del Regolamento (UE) n. 536/2014, fermo restando l'obbligo per il Promotore di informare immediatamente il Comitato Etico, l'Autorità Competente ed i centri di sperimentazione, (e questi ultimi provvederanno ad informare i partecipanti alla Sperimentazione) in merito ai nuovi eventi, alle misure intraprese e al programma di provvedimenti da adottare, completando tempestivamente le procedure previste dalla vigente normativa. Il Promotore, avuta comunicazione dallo Sperimentatore di un evento avverso grave, comunica tempestivamente alla banca dati elettronica tutte le reazioni sospette avverse gravi e inattese nei termini di cui all'Articolo 42 commi 2 e 3 del Regolamento (UE) n. 536/2014, anche mediante segnalazione ai sensi del comma 3.

2.7. Poiché la Sperimentazione prevede l'inclusione competitiva dei pazienti, è prevista da parte del Centro l'inclusione di circa tre (3) soggetti, con il limite del numero massimo di dodici (12) pazienti candidabili alla Sperimentazione in Italia e centoventi (120) pazienti candidabili alla Sperimentazione a livello globale e dei termini previsti dal Promotore.

Il periodo previsto di inclusione è suscettibile di modifiche in funzione del suo andamento anche a livello internazionale. Al raggiungimento del numero totale dei pazienti previsti per l'intera Sperimentazione, l'inclusione di ulteriori pazienti verrà automaticamente chiusa, indipendentemente dal numero di pazienti inclusi presso il Centro. Le Parti si danno atto che il consenso informato

2.6. The Promoter and the Principal Investigator, having the obligation to protect the health of patients, when the circumstances occur, may take urgent and appropriate measures to protect the safety of patients, such as the temporary suspension of the Trial (interruption of treatment for patients already involved in the Trial, or interruption of the inclusion of new subjects), in the manner provided for in Article 38 of Regulation (EU) No. 536/2014, without prejudice to the obligation of the Promoter to immediately inform the Ethics Committee, the Competent Authority and the Trial sites, (and the latter will inform the Trial participants) about the new events, the measures taken and the program of measures to be adopted, promptly completing the procedures provided for by the regulations in force. The Promoter, having been notified by the Investigator of a serious adverse event, shall promptly report all unexpected serious suspected adverse reactions to the electronic database within the timeframe set forth in Article 42, paragraphs 2 and 3 of Regulation (EU) No. 536/2014, also by means of a report pursuant to paragraph 3.

2.7. Since the Trial involves the competitive inclusion of patients, the Site plans to include approximately three (3) subjects, with a limit of the maximum number of twelve (12) patients eligible for the Trial in Italy and one hundred twenty (120) patients eligible for the Trial at a global level and the terms set by the Promoter.

The planned period of enrollment is subject to change depending on its developments, including at the international level. Upon reaching the total number of patients scheduled for the entire Trial, the enrollment of additional patients will be automatically closed, regardless of the number of patients enrolled at the

somministrato ai pazienti prima dell'inclusione prevede tale ipotesi. Il Promotore provvederà a inviare al Centro adeguata e tempestiva comunicazione della chiusura dell'inclusione competitiva. Nel caso di pazienti che a tale momento abbiano già fornito il loro consenso a partecipare alla Sperimentazione, l'inclusione nella Sperimentazione non potrà avvenire senza il previo consenso del Promotore.

Il Centro e il Promotore conserveranno la documentazione inerente alla Sperimentazione (fascicolo permanente "trial master file") per il periodo di tempo e secondo le specifiche indicate dalla vigente legislazione (o per un periodo più lungo, qualora ciò sia richiesto da altre norme applicabili. Il Promotore ha l'obbligo di comunicare al Centro Sperimentale l'avvenuta scadenza del termine dell'obbligo di conservazione. A richiesta del Promotore, dopo lo spirare del termine suddetto, le Parti potranno concordare le condizioni di un ulteriore periodo di conservazione, rendendo previamente anonimi i dati, applicando le tecniche riconosciute dal Garante per la protezione dei dati o dall'European Data Protection Board.

2.8. Il Centro e il Promotore, ciascuno per gli ambiti di propria competenza, si obbligano inoltre a conservare la citata documentazione adottando delle forme di digitalizzazione (o dematerializzazione) documentale ove applicabile. Indipendentemente dal fatto che l'archiviazione della documentazione inerente la Sperimentazione riguardi o meno dati personali (di natura particolare o meno), secondo le definizioni del Regolamento (UE) n. 679/2016 (di seguito, "**GDPR**"), il Centro e il Promotore dovranno adottare tutte le misure fisiche e tecniche di cui all'Articolo 32 del GDPR ed effettuare gli eventuali controlli di sicurezza previsti dalla normativa vigente, a protezione di dati, informazioni e

Site. The Parties acknowledge that the informed consent given to patients before inclusion provides for this assumption. The Promoter shall send appropriate and timely notice to the Site of the closure of the competitive inclusion. In the case of patients who at that time had already provided their consent to participate in the Trial, inclusion in the Trial cannot take place without the prior consent of the Promoter.

The Site and the Promoter will retain the documentation pertaining to the Trial (permanent file "trial master file") for the period of time and according to the specifications indicated by the current legislation (or for a longer period if this is required by other applicable regulations. The Promoter is under an obligation to notify to the Trial Site the expiry of the obligation to retain the documentation. At the request of the Promoter, after the expiry of the above term, the Parties may agree on the conditions of a further retention period, making the data anonymous in advance, applying the techniques recognized by the Data Protection Authority or the European Data Protection Board.

2.8. The Site and the Promoter, each for the parts of its own competence, shall be obliged to retain the mentioned documentation by adopting documentation digitization (or dematerialization) forms where applicable. Regardless of whether or not the archiving of documentation relating to the Trial involves personal data (whether of a special nature or not), as defined in Regulation (EU) No. 679/2016 (hereinafter, "**GDPR**"), the Site and the Promoter shall take all the physical and technical measures referred to in Article 32 of GDPR and carry out any security checks provided for by regulations in force, to protect data, information and documents

documenti (sia cartacei che elettronici). Il sistema di archiviazione adottato dovrà garantire non solo l'integrità dei dati, delle informazioni e dei documenti cartacei ed elettronici, ma altresì la loro futura leggibilità per tutto il periodo previsto dall'obbligo di conservazione. Per l'espletamento di tale obbligazione, sia il Promotore che i Contitolari potranno avvalersi di soggetti esterni che gestiscano tale obbligo di archiviazione, previa sottoscrizione con questi ultimi di un contratto ai sensi dell'Articolo 28 del GDPR.

2.9. Il Promotore, il Centro e lo Sperimentatore principale devono rispettare le direttive, le indicazioni, le istruzioni e le raccomandazioni impartite dal Comitato Etico e dall'Autorità competente.

Articolo 3. Sperimentatore principale e Co-sperimentatori

3.1. Lo Sperimentatore principale sarà coadiuvato nell'esecuzione della Sperimentazione da collaboratori diretti, qualificati in base al Protocollo ad intervenire con poteri discrezionali nell'esecuzione di esso (di seguito "**Co-sperimentatori**"), nonché dal personale, sanitario e non sanitario, incaricato dal Centro. Co-sperimentatori ed altro personale opereranno sotto la responsabilità dello Sperimentatore Principale per gli aspetti relativi alla Sperimentazione; essi dovranno essere qualificati per la conduzione della Sperimentazione ed aver ricevuto preventivamente adeguata formazione, secondo la normativa vigente, da parte del Promotore; ciascuno di essi dovrà aver manifestato la propria disponibilità a partecipare alla Sperimentazione.

3.2. Le Parti prendono atto che lo Sperimentatore principale è tenuto a ogni responsabilità e obbligo imposti

(both hardcopy and electronic). The filing system adopted must guarantee not only the integrity of the data, information and paper and electronic documents, but also their future readability for the entire period envisaged by the storage obligation. To fulfill this obligation, both the Promoter and the Joint Data Controllers may use external parties to manage this retention obligation, after signing a contract with them in accordance with Article 28 of the GDPR.

2.9. The Promoter, the Site and the Principal Investigator must comply with the directives, indications, instructions and recommendations issued by the Ethics Committee and the competent Authority.

Article 3. Principal Investigator and Co-Investigators

3.1. The Principal Investigator will be assisted in the execution of the Trial by direct collaborators, qualified under the Protocol to intervene with discretionary powers in the execution of the Trial (hereinafter referred to as "**Co-Investigators**"), as well as by personnel, both medical and non-medical, appointed by the Site. Co-Investigators and other personnel will operate under the responsibility of the Principal Investigator for aspects related to the Trial; they must be qualified to conduct the Trial and have received adequate training in advance, according to current regulations, from the Promoter; each of them must have indicated their willingness to participate in the Trial.

3.2. The Parties acknowledge that the Principal Investigator shall have all the responsibilities and

a tale figura dalla normativa vigente in materia di sperimentazioni cliniche di medicinali.

3.3. Il presente rapporto intercorre tra il Promotore e il Centro. Ciascuna delle Parti è estranea ai rapporti dell'altra con i propri rappresentanti e/o dipendenti (in particolare, il Promotore a quelli tra il Centro, lo Sperimentatore principale, i Co-sperimentatori e tutto l'altro personale partecipante alla Sperimentazione, e il Centro a quelli fra il Promotore, la Società/CRO o qualsiasi altro suo rappresentante e/o dipendente) restando quindi sollevata da qualsiasi pretesa che costoro dovessero avanzare in relazione alla Sperimentazione

3.4. In relazione alla Sperimentazione oggetto del presente Contratto, le Parti si danno atto di aver adempiuto a quanto previsto dall'Articolo 7 del Regolamento, nonché dall'Articolo 6 comma 4 del D.Lgs. n. 52 del 14 maggio 2019, come modificato dall'Articolo 11-*bis* della L. n. 77 del 17 luglio 2020, di conversione del D.L. n. 34 del 19 maggio 2020 ("**Decreto Rilancio**").

3.5. Qualora il rapporto tra lo Sperimentatore principale e il Centro dovesse per qualsiasi ragione concludersi, il Centro deve informarne tempestivamente per iscritto il Promotore, indicando il nominativo di un sostituto e segnalandolo nella banca dati elettronica europea. L'indicazione del sostituto deve essere oggetto di approvazione da parte del Promotore e del Comitato Etico competente. Il Centro garantisce che il nuovo Sperimentatore principale abbia i requisiti idonei a proseguirla, accetti i termini e le condizioni del presente Contratto e assuma l'impegno di rispettare il Protocollo nell'esecuzione della Sperimentazione. Nelle more dell'approvazione dell'emendamento sostanziale di cambio dello Sperimentatore principale, lo

obligations imposed on them by regulations in force on clinical trials of medicinal products.

3.3. This relationship is between the Promoter and the Site. Each of the Parties is unrelated to the relationships of the other with their representatives and/or employees (in particular, the Promoter to those between the Site, the Principal Investigator, the Co-Investigators and all other personnel participating in the Trial, and the Site to those between the Promoter, the Company/CRO or any other representative and/or employee), thus remaining relieved of any claim that they may make in relation to the Trial.

3.4. In relation to the Trial subject of this Contract, the Parties acknowledge that they have complied with the provisions of Article 7 of the Regulations, as well as Article 6, paragraph 4 of Legislative Decree No. 52 of May 14, 2019, as amended by Article 11-*bis* of Law No. 77 of July 17, 2020, converting Legislative Decree No. 34 of May 19, 2020 ("**Relaunch Decree**").

3.5. If the relationship between the Principal Investigator and the Site ends for any reason, the Site must promptly inform the Promoter in writing, indicating the name of a replacement and reporting it in the European electronic database. The designation of the substitute must be subject to approval by the Promoter and the relevant Ethics Committee. The Site guarantees that the new Principal Investigator is eligible to continue the trial, accepts the terms and conditions of this Contract and undertakes to respect the Protocol in the conduct of the Trial. Pending the approval of the substantive amendment to change the Principal Investigator, the Investigator designated by the Site shall ensure the necessary continuity of the investigational activity.

Sperimentatore indicato dal Centro garantisce la necessaria continuità dell'attività sperimentale.

3.6. Nel caso in cui il Promotore non intenda accettare il nominativo del sostituto proposto dal Centro oppure questi non proponga un sostituto, il Promotore potrà recedere dal presente Contratto in accordo a quanto previsto dall'Articolo 7.

3.7. Lo Sperimentatore principale, prima di iniziare la Sperimentazione, deve acquisire il consenso informato del paziente o del suo rappresentante legale, secondo quanto previsto dalla vigente normativa in materia di sperimentazioni cliniche e il consenso al trattamento dei dati personali ai sensi e per gli effetti della vigente normativa nazionale e comunitaria in materia di protezione dei dati personali, come successivamente declinato all'Articolo 11.

3.8. Lo Sperimentatore principale ha l'obbligo di registrare e documentare dettagliatamente tutti gli eventi avversi ed eventi avversi gravi e di darne comunicazione al Promotore nei termini previsti dalla legislazione vigente. Inoltre, lo Sperimentatore principale deve fornire ogni altra informazione clinica di rilievo indicata nel Protocollo (ad esempio gravidanza), direttamente o indirettamente correlabile all'esecuzione della Sperimentazione, secondo quanto previsto dal Protocollo, dalle norme di Buona Pratica Clinica e dalla normativa applicabile in materia di farmacovigilanza e sperimentazione clinica di medicinali.

3.9. Il Centro garantisce il corretto svolgimento della Sperimentazione da parte dello Sperimentatore principale e del personale posto sotto la sua responsabilità secondo i più elevati standard di diligenza. In particolare:

3.9.1. lo Sperimentatore principale deve consegnare tutte le Schede Raccolta Dati (*Case Report Forms – CRF*) correttamente compilate,

3.6. In the event that the Promoter does not intend to accept the name of the substitute proposed by the Site or the Site does not propose a substitute, the Promoter may terminate this Contract in accordance with the provisions of Article 7.

3.7. Before starting the Trial, the Principal Investigator must acquire the informed consent of each patient or their legal representative, in accordance with the current regulations on clinical trials, and consent must also be given for the processing of personal data pursuant to and for the purposes of national and Community regulations applicable to personal data protection and subsequent amendments thereto, as subsequently set out in Article 11.

3.8. The Principal Investigator has the obligation to record and document in detail all adverse events and serious adverse events and to report them to the Promoter within the time prescribed by current legislation. In addition, the Principal Investigator must provide any other relevant clinical information indicated in the Protocol (for example pregnancy), directly or indirectly related to the execution of the Trial, in accordance with the provisions of the Protocol, the rules of Good Clinical Practice and the applicable regulations on pharmacovigilance and clinical trials of medicinal products.

3.9 The Site shall ensure the proper conduct of the Trial by the Principal Investigator and personnel placed under their responsibility according to the highest standards of diligence. In particular:

3.9.1. the Principal Investigator must promptly deliver all Case Report Forms (*CRF*) correctly completed, according to the terms and procedures provided for in the trial protocol and

secondo termini e modalità previsti dal Protocollo della Sperimentazione e dalla normativa applicabile, in formato cartaceo o elettronico, e comunque con tempestività come da GCP, entro i termini previsti dal Protocollo della sperimentazione;

3.9.2. lo Sperimentatore principale si impegna altresì a risolvere le richieste di chiarimento (queries) generate dal Promotore entro i termini previsti dal Protocollo della sperimentazione;

3.9.3. per verificare la corrispondenza tra i dati registrati nelle Schede Raccolta Dati e quelli contenuti nei documenti originali (*e.g.* cartella clinica), il Centro e lo Sperimentatore principale consentono l'accesso diretto ai dati originali durante le visite di monitoraggio e nel corso di eventuali audit promossi da Promotore e ispezioni da parte delle Autorità Competenti, incluse le modalità da remoto, purché non vengano violate le norme in materia di riservatezza e di protezione dei dati personali dei pazienti;

3.9.4. Il Centro e lo Sperimentatore principale, informati con congruo preavviso, devono consentire il corretto svolgimento dell'attività di monitoraggio e di auditing e di ispezioni presso il Centro di Sperimentazione da parte del personale del Promotore e da parte dell'Autorità Competente, attività effettuate per garantire la regolare esecuzione della Sperimentazione.

3.10. Preso atto della valutazione favorevole della struttura competente verrà gratuitamente fornito il prodotto informatico "Clario Software" (di seguito "Prodotto"), destinato a valutazioni elettroniche degli esiti

the applicable regulations, in paper or electronic format, as indicated in the rules of GCP, within the terms provided for in the Trial Protocol;

3.9.2. the Principal Investigator also undertakes to resolve any requests for clarification (queries) generated by the Promoter within the terms set out in the Trial Protocol;

3.9.3. to verify the correspondence between the data recorded in the Case Report Forms and the information contained in the original documents (*e.g.* medical records), the Site and Principal Investigator allow direct access to the original data during monitoring visits and during any audits initiated by the Promoter and inspections by the Competent Authorities, including remote procedures, provided that the rules on confidentiality and protection of patients' personal data are not violated;

3.9.4. The Site and the Principal Investigator shall be given adequate notice and consequently ensure the proper performance of monitoring and auditing activities and inspections at the Trial Site by the staff of the Promoter and by the Competent Authority, as these are activities required to ensure the proper conduct of the Trial.

3.10. Having noted the favorable assessment of the competent facility, the computer product "Clario Software" (hereinafter "**Product**") will be provided free of charge, intended for electronic clinical outcome assessments, home blood pressure monitoring, and spirometry. With reference to the same it is understood that:

clinici, monitoraggio della pressione arteriosa a domicilio e spirometria. Con riferimento allo stesso resta inteso che:

3.10.1. per l'utilizzo nell'ambito di infrastrutture di rete e sistemi informatici, il Promotore si impegna a concordare le modalità di installazione ed erogazione del prodotto, previo rilascio da parte della Struttura competente locale di una dichiarazione di verifica, con esito positivo, della fattibilità, compatibilità tecnica con gli standard in essere nel Centro e sostenibilità nel medio termine rispetto ai servizi già in esercizio;

3.10.2. con le stesse modalità, il Promotore si impegna alla disinstallazione del prodotto al termine della Sperimentazione, senza oneri per il Centro;

3.10.3. il Promotore garantisce che l'uso da parte del Centro dei prodotti sopra indicati nell'ambito della Sperimentazione non genera per il Centro obblighi di acquisto o di sottoscrizione di forniture o servizi dal Promotore, che non viola licenze o diritti di terzi e che non impegna il Centro all'utilizzo del Prodotto oltre i termini previsti dalla Sperimentazione di cui al presente Contratto;

3.10.4. il Promotore garantisce inoltre che l'utilizzo del Prodotto nell'ambito della Sperimentazione non genera per il Centro obblighi di acquisto o di sottoscrizione di forniture o servizi dal Promotore, che non viola licenze o diritti di terzi e che non impegna il Centro all'utilizzo del prodotto oltre i termini previsti dalla Sperimentazione di cui al presente Contratto;

3.10.5. Il Promotore garantisce inoltre che l'utilizzo del Prodotto nell'ambito della Sperimentazione non comporta per il Centro oneri

3.10.1. for use within network infrastructure and information systems, the Promoter undertakes to agree on the modalities of installation and delivery of the product, subject to the issuance by the competent local facility of a declaration of verification, with positive results, of the feasibility, technical compatibility with the standards in place in the Site and sustainability in the medium term with respect to the services already in operation;

3.10.2. in the same way, the Promoter undertakes to de-install the Product on completion of the Trial, at no cost to the Site;

3.10.3. the Promoter guarantees that the use of the above products by the Site within the context of the Trial does not generate obligations for the Site to purchase or subscribe to supplies or services from the Promoter, that it does not violate licenses or rights held by third parties and that it does not commit the Site to use the product beyond the terms provided for by the Trial referred to in this Contract;

3.10.4. the Promoter also guarantees that the use of the Product in the context of the Trial does not generate obligations for the Centre to purchase or subscribe to supplies or services from the Promoter, that it does not violate licenses or rights of third parties and that it does not oblige the Centre to use the product beyond the terms set out in the Trial referred to in this Contract;

3.10.5. the Promoter also guarantees that the use of the Product in the context of the Trial does not entail for the Centre any costs of

di assistenza, modifica o aggiornamento della rete informatica in tutte le sue componenti hardware/software e quindi che non determina per il Centro l'inadempimento degli obblighi contrattuali verso i fornitori diretti del Centro;

3.10.6. in ogni caso il Promotore manleva il Centro da danni diretti o indiretti derivanti dall'utilizzo del Prodotto in conformità alle istruzioni del produttore/fornitore.

3.11. Il Centro avviserà tempestivamente il Promotore qualora un'Autorità Competente comunichi al Centro un avviso di ispezione/audit relativo alla Sperimentazione e, se non negato espressamente dall'Autorità Competente, il Centro autorizzerà il Promotore a parteciparvi, inviando nel contempo al Promotore ogni comunicazione scritta ricevuta e/o trasmessa ai fini o in risultanza dell'ispezione/audit.

3.12. Tali attività non devono però pregiudicare in alcun modo lo svolgimento dell'ordinaria attività istituzionale del Centro.

3.13. Il Centro ed il Promotore garantiscono che i campioni biologici (sangue, urine, saliva ecc.) dei pazienti coinvolti nella Sperimentazione di cui al presente Contratto saranno utilizzati esclusivamente per la Sperimentazione oggetto del presente Contratto, secondo le previsioni del Protocollo e della vigente normativa. La conservazione deve avvenire adottando le misure previste dalle Leggi in materia di Protezione dei dati come di seguito definite. L'eventuale successiva conservazione e utilizzo per finalità diverse dalla Sperimentazione sono vincolati all'acquisizione di specifici consensi al trattamento dei dati personali da parte del paziente (o del genitore/tutore legale) e al parere favorevole del Comitato Etico, nei limiti e con le garanzie previste dalle

assistance, modification or updating of the IT network in all its hardware/software components and therefore does not determine for the Centre the non-fulfilment of the contractual obligations towards the Centre's direct suppliers;

3.10.6. in any case the Promoter indemnifies the Centre from direct or indirect damages arising from the use of the Product in compliance with the manufacturer/supplier's instructions.

3.11. The Site will promptly notify the Promoter if a Competent Authority gives a notice of inspection/audit to the Site relating to the Trial and, unless expressly denied by the Competent Authority, the Site will authorize the Promoter to participate in the Trial, sending at the same time any written communication received and/or transmitted for the purposes of or as a result of the inspection/audit to the Promoter.

3.12. However, these activities must not prejudice the ordinary institutional work of the Site in any way.

3.13. The Site and the Promoter guarantee that the biological samples (blood, urine, saliva, etc.) of the patients involved in the Trial referred to in this Contract will be used exclusively for the Trial covered by this Contract, in accordance with the provisions of the Protocol and current legislation. The storage must be carried out by adopting the measures provided by the Data Protection Laws as defined below. Any subsequent storage and use for purposes other than the Trial are conditional on obtaining specific consents for the processing of personal data from the patient (or parent/legal guardian) and the favorable opinion of the Ethics Committee, within the limits and with the guarantees provided for by the current regulations and

norme vigenti e dalle linee di indirizzo di cui all'Articolo 1 del D.Lgs. n. 52 del 14 maggio 2019.

Articolo 4. Medicinali Sperimentali – Materiali e Servizi

4.1. Il Promotore si impegna a fornire gratuitamente al Centro, per tutta la durata della Sperimentazione, nelle quantità necessarie e sufficienti all'esecuzione della Sperimentazione ed in corso di validità, il/i prodotto/i farmaceutico/i oggetto della Sperimentazione mosliciguat (RVT-2301) e gli altri farmaci previsti dal protocollo in ottemperanza al D.M. del 21 dicembre 2007, Allegato 1, Punto 3 Tabella I, inclusi i medicinali da utilizzarsi in associazione o combinazione tra loro, ogniqualvolta oggetto dello studio sia appunto l'associazione o combinazione (in seguito "**Medicinali Sperimentali**"), ed a provvedere con oneri a proprio carico alla fornitura dei medicinali ausiliari e della terapia di background, cioè lo standard terapeutico per la patologia oggetto di sperimentazione, qualora inclusa, secondo il protocollo sperimentale, nel confronto fra le diverse strategie terapeutiche oggetto di sperimentazione. Le quantità dei Medicinali Sperimentali, dei medicinali ausiliari e della terapia di background a carico del Promotore devono essere adeguate alla numerosità della casistica trattata.

4.2. La ricezione e il tracciamento dei farmaci (incluso il placebo) dovranno avvenire con la registrazione dei lotti. Restano a carico dell'Ente le terapie di background non incluse nelle strategie terapeutiche di confronto. Il Promotore si impegna altresì a fornire con oneri a proprio carico ogni altro materiale necessario all'esecuzione della Sperimentazione (di seguito "**Materiali**"), nonché gli esami di laboratorio, diagnostici o di monitoraggio, inerenti all'utilizzo dei Medicinali Sperimentali o gli obiettivi primari e secondari della Sperimentazione (di seguito,

the guidelines referred to in Article 1 of Legislative Decree No. 52 of May 14, 2019.

Article 4. Investigational Medicinal Products - Materials and Services

4.1. The Promoter agrees to provide free of charge to the Site, throughout the duration of the Trial and in the quantities necessary and sufficient for the execution of the Trial and currently valid, the pharmaceutical product(s) under the Trial mosliciguat (RVT-2301) and the other drugs stipulated in the protocol in compliance with Ministerial Decree of December 21, 2007, Annex 1, item 3 Table I, including the medicinal products to be used in association or combination with each other, whenever the object of the study is precisely the association or combination (hereinafter "**Investigational Medicinal Products**"), and to provide at its own expense the supply of the auxiliary medicinal products and background therapy, i.e., the therapeutic standard for the pathology under trial, if included, according to the Investigational Protocol, in the comparison of the different therapeutic strategies under trial. The quantities of Investigational Medicinal products, Ancillary Medicinal products and Background Therapy charged to the Promoter must be appropriate to the number of cases treated.

4.2. Receipt and tracking of drugs (including the placebo) should be done with batch registration. Background therapies not included in the comparative treatment strategies remain the responsibility of the Body. The Promoter also agrees to provide at its own expense any other materials necessary for the execution of the Trial (hereinafter, "**Materials**"), as well as laboratory, diagnostic or monitoring tests, inherent in

“Servizi”). Materiali e Servizi forniti dovranno essere conformi alle normative e direttive/regolamenti italiane ed europee tempo per tempo vigenti, ivi inclusi quelle in materia di dispositivi medici.

4.3. Al ricorrere delle condizioni previste dalla normativa vigente in materia di uso terapeutico di medicinale sottoposto a sperimentazione clinica, con particolare riguardo alla dichiarazione di Helsinki e alle buone prassi in materia di continuità terapeutica, il Promotore si impegna, laddove applicabile e salvo motivi in contrario da precisarsi per iscritto, a rendere disponibile il farmaco oggetto della sperimentazione clinica al termine della sperimentazione, oltre il periodo di osservazione, per i pazienti che abbiano ottenuto un beneficio clinico dal farmaco sperimentale, valutato in base al giudizio dello Sperimentatore principale (indipendentemente dall’applicabilità o meno del D.M. del 7 settembre 2017 “Disciplina dell’uso terapeutico di medicinale sottoposto a sperimentazione clinica”). Nei pazienti con beneficio clinico la fornitura del farmaco sarà proseguita fino a quando esso non sarà reso disponibile tramite gli ordinari canali di dispensazione, in modo da garantire la continuità terapeutica. In accordo con la Dichiarazione di Helsinki, l’informazione circa la disponibilità o meno all’accesso post-trial da parte dello Sponsor dovrà essere resa palese ai partecipanti alla sperimentazione nei documenti di consenso informato.

4.4. I Medicinali Sperimentali (incluso il placebo) devono essere inviati dal Promotore alla Farmacia del Centro che provvederà alla loro registrazione, appropriata conservazione e consegna allo Sperimentatore principale, così come previsto dal Protocollo e dalla normativa vigente.

the use of the Investigational Medicinal products or the primary and secondary objectives of the Trial (hereinafter, “Services”). Materials and services provided must comply with the current Italian and European regulations and directives, including those regarding medical devices.

4.3. Upon fulfillment of the conditions set forth in the current regulations on the therapeutic use of medicinal product under clinical trial, with particular regard to the Declaration of Helsinki and good practices in the field of therapeutic continuity, the Promoter undertakes, where applicable and unless reasons to the contrary are to be specified in writing, to make the investigational drug available at the end of the trial, beyond the observation period, for patients who have obtained a clinical benefit from the investigational medicinal product, as assessed by the judgment of the Principal Investigator (regardless of whether or not the M. D. September 7, 2017 “Regulation of therapeutic use of investigational drug under clinical trial” applies). In patients with clinical benefit, the supply of the drug will continue until it is made available through ordinary dispensing channels to ensure therapeutic continuity. In accordance with the Declaration of Helsinki, information about the Sponsor’s willingness or unwillingness to provide post-trial access should be made apparent to trial participants in the informed consent documents.

4.4. The Investigational Medicinal Products (including the placebo) must be sent by the Promoter to the Pharmacy of the Trial Site that will provide for their registration, appropriate storage and delivery to the Principal Investigator, as provided for by the Protocol and the regulations in force.

4.5. I Medicinali Sperimentali (incluso il placebo) dovranno essere muniti di adeguato documento di trasporto destinato alla Farmacia, con la descrizione del tipo di farmaco, della quantità, del lotto di preparazione, dei requisiti e della temperatura per la conservazione, della scadenza e dei riferimenti alla Sperimentazione (codice di protocollo, Sperimentatore principale e Centro di Sperimentazione interessato e del codice del data logger presente all'interno della confezione).

4.6. All'interno del collo dovrà essere presente la distinta della spedizione riportante: titolo dello studio, acronimo dello studio, numero EUDRA-CT, codice del protocollo, codice del centro sperimentatore (se multicentrico), nome dello sperimentatore responsabile della sperimentazione, informazioni sul farmaco e/o placebo (descrizione, forma farmaceutica, via di somministrazione, quantità di farmaco inviata, numero di trattamenti inviati, lotto del farmaco e scadenza, codice della confezione, data di spedizione, temperatura di conservazione) e codice del data logger presente nella confezione per il monitoraggio della temperatura. Inoltre, per ogni spedizione dovrà essere presente un certificato che attesti che i lotti inviati siano stati prodotti (farmaco e/o placebo) nel pieno rispetto dei requisiti GMP almeno equivalenti a quelli dell'UE e dei requisiti normativi del paese di destinazione (Certificate of compliance for investigational medicinal products).

4.7. La temperatura dei farmaci (refrigerati e non) durante il trasporto dovrà essere tracciata e monitorata mediante data logger, che dovrà essere presente nel collo di spedizione insieme al farmaco. In assenza di data logger lo Sponsor deve preventivamente fornire procedure specifiche convalidate a garanzia del corretto trasporto del farmaco sperimentale.

4.5. The Experimental Medicinal Products (including the placebo) must be provided with an appropriate transport document for the Pharmacy, containing a description of the type of drug, the quantity, the preparation batch, the storage requirements and temperature, the expiration date, and the Trial references (protocol code, Principal Investigator, Trial Site involved, and the code of the data logger inside the package).

4.6. Inside the package there must be the packing slip containing: title of the study, acronym of the study, EUDRA-CT number, protocol code, code of the investigator site (if multi-center), name of the investigator responsible for the trial, information on the drug and/or placebo (description, pharmaceutical form, route of administration, amount of medication sent, number of treatments sent, batch of the drug and expiry date, package code, date of shipment, storage temperature) and data logger code present in the temperature monitoring package. Furthermore, for each shipment, a certificate must be provided attesting that the batches sent have been produced (drug and/or placebo) in full compliance with GMP requirements at least equivalent to those of the EU and the regulatory requirements of the destination country (Certificate of compliance for investigational medicinal products).

4.7. The temperature of drugs (both refrigerated and non-refrigerated) during transportation must be tracked and monitored using a data logger, which must be present in the shipping package along with the drug. In the absence of data loggers, the Sponsor must provide validated specific procedures in advance to ensure the proper transportation of the investigational drug.

4.8. Il Centro e lo Sperimentatore principale devono utilizzare i Medicinali Sperimentali e i Materiali forniti dal Promotore esclusivamente nell'ambito e per l'esecuzione della Sperimentazione. Il Centro non deve trasferire o cedere a terzi i Medicinali Sperimentali e/o i Materiali/Servizi forniti dal Promotore ai sensi del presente Contratto.

I Medicinali Sperimentali in scadenza (entro 60 giorni prima della data di scadenza) o non altrimenti utilizzabili (per esempio in quarantena), o non utilizzati al termine della Sperimentazione, saranno integralmente ritirati dal Promotore (o suo incaricato) entro la scadenza dello stesso e successivamente smaltiti a sue spese. Il prodotto farmaceutico e/o placebo ad uso sperimentale dovrà essere ritirato a carico del Promotore entro i due mesi precedenti la data di scadenza del prodotto a seguito di riconciliazione dei lotti effettuata dal promotore in presenza, fornendo debita modulistica attestante la riconciliazione effettuata. Il Promotore si impegna a fornire al Centro debita attestazione comprovante l'avvenuto smaltimento, in conformità alla normativa vigente.

Articolo 5. Comodato d'uso

5.1. Il Promotore concede in comodato d'uso gratuito al Centro, che accetta ai sensi e per gli effetti degli Articoli 1803 *et seq.* del Codice Civile, lo/gli Strumento/i meglio descritti in appresso, unitamente al pertinente materiale d'uso (di seguito cumulativamente lo "**Strumento**"), conformi alle normative e direttive/regolamenti italiane ed europee tempo per tempo vigenti, ivi inclusi quelle in materia di dispositivi medici e sicurezza nei luoghi di lavoro:

4.8. The Site and the Principal Investigator must use the Investigational Medicinal Products and Materials supplied by the Promoter exclusively within and for the conduct of the Trial. The Site must not transfer or assign to third parties the Investigational Medicinal Products and/or the Materials/Services supplied by the Promoter under this Contract.

Investigational Medicinal Products that are nearing expiration (within 60 days from the expiration date) or are otherwise not usable (e.g., in quarantine), or not used at the end of the Trial, will be fully withdrawn by the Promoter (or its representative) before their expiration and subsequently disposed of at its expense. The pharmaceutical product and/or experimental placebo must be withdrawn at the expense of the Promoter within two months from the expiration date of the product, following the reconciliation of the batches carried out by the promoter in person, providing the appropriate documentation attesting to the reconciliation carried out. The Promoter undertakes to provide the Site with due attestation providing evidence of disposal, in accordance with the regulations in force.

Article 5. Free loan for use

5.1. The Promoter grants on a free loan for use to the Site, which accepts pursuant to and for the purposes of Articles 1803 *et seq.* of the Civil Code, the Instrument(s) described in more detail below, together with the relevant consumables (hereinafter cumulatively the "**Instrument**"), in compliance with the current Italian and European regulations and directives, including those on medical devices and workplace safety:

- Spirometro SpiroSphere (valore stimato €3.747,95);
- Misuratore di pressione sanguigna domestico (valore stimato €203,65);
- Pulsossimetro (valore stimato €230,50);
- Dispositivo portatile eCOA, G32, AT&T - Argentina (Clario) (valore stimato €212,91);
- Tablet eCOA K10, AT&T - Argentina (Clario) (valore stimato €203,65).

La proprietà dello Strumento, come per legge, non viene trasferita al Centro. Gli effetti del presente comodato decorreranno dalla data di consegna dello/gli Strumento/i e cesseranno al termine della Sperimentazione, quando lo/gli Strumento/i dovrà/anno essere restituito/i al Promotore senza costi a carico del Centro.

5.2. Le Parti concordano altresì che gli eventuali ulteriori Strumenti ritenuti necessari alla conduzione dello studio nel corso della Sperimentazione, qualora ne ricorrano le caratteristiche e le condizioni, saranno concessi in comodato d'uso gratuito secondo la disciplina di cui al presente Contratto. Il Centro e il Promotore procederanno con una convenzione specifica ovvero con un addendum/emendamento al Contratto, sul comodato qualora gli Strumenti vengano forniti dopo la stipula del presente Contratto.

5.3. Si richiede che il Promotore garantisca che gli Strumenti forniti siano conformi alle Leggi in Materia di Protezione dei Dati e, in particolare, che siano adottate idonee misure di sicurezza ai sensi dell'Articolo 32 del GDPR e in particolare siano configurati in modo da rispettare i seguenti requisiti:

- cifratura fisica degli hard disk o, ove non fosse possibile, predisposizione del device per
- blocco da remoto e cifratura logica dei files;
- installazione di antivirus dotato di licenza attiva;

- SpiroSphere Spirometer (estimated valued €3,747.95)
- Home Blood Pressure Monitor (estimated value 203.65)
- Pulse-Oxymeter (estimated value €230.50)
- eCOA Handheld G32, AT&T - Argentina (Clario) (estimated value €212.91)
- eCOA Tablet K10, AT&T - Argentina (Clario) (estimated value €203.65)

Ownership of the Instrument, as per law, is not transferred to the Site. This loan shall take effect on the date of delivery of the Instrument(s) and shall cease at the end of the Trial, when the Instrument(s) must be returned to the Promoter at no cost to the Site.

5.2. The Parties also agree that any further Instruments found to be necessary to carry out the study during the course of the Trial, should such characteristics and conditions exist, will be lent free of charge in accordance with the provisions referred to in this Contract. The Site and the Promoter will enter into a specific agreement or an addendum/amendment to the Contract, on loan if the Instruments are provided after this Contract has been signed.

5.3. It is required that the Promoter ensures that the Instruments provided comply with the Laws on Data Protection and, in particular, that appropriate security measures are adopted in accordance with Article 32 of the GDPR and, in particular, are configured in such a way as to comply with the following requirements:

- physical encryption of the hard disks or, where this is not possible, arrangement of the device for
- remote locking and logical encryption of files;
- installation of antivirus with active license;

- accesso agli Strumenti tramite autenticazione con password;
- sistema operativo dotato di supporto attivo per updates/patches.

Gli Strumenti in questione devono essere muniti di dichiarazione di conformità alle normative e direttive europee e del codice identificativo di registrazione nell'elenco dei dispositivi medici del Ministero della Salute. Lo/Gli Strumento/i in questione verranno sottoposti a collaudo di accettazione qualora lo strumento abbia un'azione diretta sul paziente o su altri macchinari presenti nel Centro da parte dei tecnici incaricati del Centro, alla presenza di un delegato del Promotore, previ accordi, per le verifiche di corretta installazione e funzionalità e rispetto della normativa vigente. Al momento della consegna degli Strumenti forniti in comodato d'uso dal Promotore al Centro, viene redatta tra le Parti idonea documentazione attestante la consegna.

5.4 Il Promotore si fa carico del trasporto e dell'installazione dello Strumento/i e si impegna a fornire, a propria cura e spese, eventuale materiale di consumo per il suo utilizzo, senza costi per il Centro. Il Promotore, si impegna inoltre a fornire, sempre a propria cura e spese, l'assistenza tecnica necessaria per il funzionamento dello Strumento.

5.5. Secondo quanto previsto nel manuale tecnico dello Strumento, il Promotore svolgerà, a sua cura e spese, in collaborazione con lo Sperimentatore, tutti gli interventi tecnici necessari per il buon funzionamento dello Strumento, quali controlli di qualità, tarature e verifiche di sicurezza periodica. In caso di disfunzione o guasto dello Strumento, tempestivamente comunicati dallo Sperimentatore, il Promotore procederà, direttamente o

- access to Instruments through password authentication;
- operating system with active support for updates/patches.

The Instruments in question must be provided with a declaration of compliance with European regulations and directives and the identification code for registration in the list of medical devices of the Ministry of Health. The Instruments in question will be subjected to acceptance testing if the instrument has direct action on the patient or other machinery in the Site by the Site's appointed technicians, in the presence of a delegate of the Promoter, by prior arrangement, for verification of proper installation and functionality and compliance with regulations in force. At the time of delivery of the Instruments provided on loan by the Promoter to the Site, appropriate documentation certifying the delivery is drawn up between the Parties.

5.4. The Promoter is responsible for the transport and installation of the Instrument(s) and undertakes to provide, at its own care and expense, any consumables for its use, at no cost to the Site. The Promoter also undertakes to provide, always at its own expense, the technical assistance necessary for the operation of the Instruments.

5.5. In accordance with the provisions of the Instrument's technical manual, the Promoter will carry out, at its own care and expense, in collaboration with the Investigator, all technical interventions necessary for the proper functioning of the Instrument, such as quality checks, calibrations and periodic safety checks. In case of malfunction or failure of the Instrument, promptly communicated by the Investigator, the Promoter will perform, directly or through specialized

tramite personale specializzato, alla manutenzione correttiva o riparazione o sostituzione con analogo Strumento.

5.6. Il Promotore terrà a proprio carico ogni onere e responsabilità in relazione ad eventuali danni che dovessero derivare a persone o cose in relazione all'uso degli Strumenti secondo le indicazioni del Protocollo e le istruzioni del produttore, qualora dovuti a vizio degli stessi e/o comunque al Protocollo, fatto quindi salvo il caso in cui tali danni siano causati da dolo e/o colpa grave del Centro. A tal fine verrà apposta sullo/gli Strumento/i apposita targhetta od altra idonea indicazione della proprietà. Il Promotore dichiara inoltre che il bene è coperto da polizza assicurativa per incendio e responsabilità civile.

5.7. Lo/gli Strumento/i sarà/anno utilizzato/i dal personale del Centro e/o dai pazienti e ai soli ed esclusivi fini della Sperimentazione oggetto del presente Contratto, conformemente a quanto previsto nel Protocollo. Il Centro si obbliga a custodire e conservare lo/gli Strumento/i in maniera appropriata e con la cura necessaria, a non destinarlo/li a un uso diverso da quello sopra previsto, a non cedere neppure temporaneamente l'uso dello/gli Strumento/i a terzi, né a titolo gratuito né a titolo oneroso, e a restituire lo/gli Strumento/i al Promotore nello stato in cui gli è/sono stato/i consegnato/i, salvo il normale deterioramento per l'effetto dell'uso.

5.8. Il Promotore si riserva il diritto di richiedere l'immediata restituzione dello/gli Strumento/i qualora lo/gli stesso/i venga/no utilizzato/i in maniera impropria o comunque in modo difforme dalle previsioni di cui al presente Contratto.

5.9. In caso di furto o perdita o smarrimento dello/gli Strumento/i, il Centro provvederà tempestivamente dalla

personnel, the corrective maintenance or repair or replacement with a similar Instrument.

5.6. The Promoter shall bear all burdens and liabilities in connection with any damage that may be caused to persons or property in connection with the use of the Instruments in accordance with the directions of the Protocol and the manufacturer's instructions, if due to a defect in the same and/or in any case to the Protocol, thus without prejudice to the case in which such damage is caused by the intent and/or gross negligence of the Site. For this purpose, an appropriate nameplate or other suitable indication of ownership will be affixed to the Instrument(s). The Promoter further declares that the asset is covered by a fire and liability insurance policy.

5.7. The Instrument(s) will be used by the personnel of the Site and/or patients and for the sole and exclusive purposes of the Trial covered by this Contract, in accordance with the Protocol. The Site undertakes to keep and store the Instrument(s) in an appropriate manner and with the necessary care, not to assign it/them to any other use than that provided for above, not to transfer even temporarily the use of the Instrument(s) to third parties, either free of charge or for a fee, and to return the Instrument(s) to the Promoter in the state in which it/they were delivered, except for normal deterioration due to use.

5.8. The Promoter reserves the right to demand the immediate return of the Instrument(s) if the Instrument(s) are used improperly or otherwise in a manner inconsistent with the provisions of this Contract.

5.9. In the event of theft or loss of the Instrument(s), the Site shall promptly inform the Promoter of the

conoscenza dell'evento, alla presentazione di formale denuncia alla competente pubblica autorità con comunicazione dell'accaduto al Promotore nello stesso termine. In tutti gli altri casi di danneggiamento/smaltimento/distruzione il Centro dovrà darne comunicazione al Promotore tempestivamente dalla conoscenza dell'evento. L'eventuale utilizzo fraudolento o comunque non autorizzato dovrà essere segnalato immediatamente dallo Sperimentatore principale al Promotore. In caso di danneggiamento irreparabile o furto dello/gli Strumento/i, il Promotore provvederà alla sostituzione dello stesso/degli stessi, senza costi per il Centro, salvo che il fatto derivi da dolo del Centro.

5.10. Resta inteso che per quanto attiene agli Strumenti che saranno direttamente maneggiati o gestiti dai pazienti/genitori/rappresentanti legali (es. diari elettronici), il Promotore riconosce che il Centro è sollevato da responsabilità derivanti da manomissione, danneggiamento o furto degli stessi Strumenti imputabili ai predetti soggetti. In caso di guasto e/o smarrimento da parte di tali soggetti, il Promotore provvederà a proprie spese alla sostituzione dell'attrezzatura; il Centro si farà carico della consegna dell'attrezzatura al destinatario, compresa la registrazione e la consegna delle istruzioni del Promotore, nonché del ritiro al momento dell'uscita, per qualsiasi ragione avvenuta, del soggetto dallo studio; il Centro si farà inoltre carico di informare tempestivamente il Promotore per qualunque mancata restituzione dell'attrezzatura da parte dei soggetti che partecipano alla Sperimentazione.

Articolo 6. Corrispettivo

6.1. Il corrispettivo pattuito, preventivamente valutato dall'Ente, per paziente eleggibile, valutabile e che abbia

incident and simultaneously lodge a formal complaint to the competent public authority with notification of the incident to the Promoter. In all other cases of damage/disposal/destruction, the Site must notify the Promoter promptly upon learning of the event. Any fraudulent or otherwise unauthorized use must be reported immediately by the Principal Investigator to the Promoter. In the event of irreparable damage to or theft of the Instrument(s), the Promoter will replace the Instrument(s) at no cost to the Site, unless the Site is at fault.

5.10. It is understood that with regard to the Instruments that will be directly handled or managed by the patients/parents/legal representatives (e.g. electronic diaries), the Promoter acknowledges that the Site is relieved of any liability arising from tampering with, damage to or theft of the Instruments attributable to the aforementioned individuals. In the event of damage and/or loss caused by these subjects, the Promoter will replace the equipment at its own expense; the Site will be responsible for the delivery of the equipment to the recipient, including the registration and delivery of the Promoter's instructions, as well as the withdrawal at the time of the subject's conclusion of his/her participation in the Trial, for whatever reason; the Site will also be responsible for promptly informing the Promoter of any failure to return the equipment by the subjects participating in the Trial.

Article 6. Fee

6.1. The remuneration agreed, previously evaluated by the Body for each eligible assessable patient and who

completato il trattamento sperimentale secondo il Protocollo e per il quale sia stata compilata validamente la relativa CRF/eCRF, comprensivo di tutte le spese sostenute dal Centro per l'esecuzione della Sperimentazione e dei costi di tutte le attività ad essa collegate, è pari ad € 27.447,92 + IVA (*se applicabile*) per paziente, come meglio dettagliato nel Budget qui allegato *sub A*.

6.2. Il Promotore si impegna a corrispondere quanto dovuto ai sensi del presente Articolo sulla base di quanto risulta da adeguato prospetto/rendiconto giustificativo, concordato tra le Parti. Il pagamento del compenso di cui *sopra* verrà effettuato con la cadenza indicata nel Budget (Allegato A, paragrafo "Liquidazione e Fatture") sulla base del numero dei pazienti coinvolti nel relativo periodo, dei trattamenti da loro effettuati secondo Protocollo e in presenza delle relative CRF/eCRF debitamente compilate e ritenute valide dal Promotore in base alle attività svolte.

6.3. Tutti gli esami di laboratorio/strumentali e ogni altra prestazione/attività aggiuntiva non compresa nel corrispettivo pattuito per paziente eleggibile, richiesta dal Promotore, così come approvato dal Comitato Etico e dall'Autorità Competente e come dettagliato in Allegato A (paragrafo "Oneri e Compensi" – Parte 2), saranno rimborsati e fatturati dal Promotore in aggiunta al corrispettivo pattuito per paziente eleggibile.

6.4. Il Centro non riceverà alcun compenso per pazienti non valutabili a causa di inosservanza del Protocollo, di violazione delle norme di Buona Pratica Clinica o di mancato rispetto della normativa vigente in materia di sperimentazioni cliniche di medicinali. Il Centro non avrà diritto ad alcun compenso anche per pazienti coinvolti successivamente alla ricezione della comunicazione di interruzione e/o conclusione della Sperimentazione da

has completed the trial treatment according to the Protocol and for whom the related CRF/eCRF has been duly compiled, including all the costs incurred by the Site in execution of the Trial and the costs to cover all the related activities, is € 27.447,92 + VAT (*if applicable*) per patient as specified in greater detail in the Budget annexed (*Annex A*).

6.2. The Promoter undertakes to pay amounts due pursuant to this article on the basis of the appropriate prospectus/evidence of expenditure agreed between the Parties. The payment of the *above* compensation will be made at the intervals indicated in the Budget (*Annex A*, section "Settlement and Invoices") on the basis of the number of patients involved in the relevant period, the treatments carried out by them according to the Protocol and in the presence of the relevant CRF/eCRF duly completed and deemed valid by the Promoter on the basis of the activities that have been carried out.

6.3. All laboratory/instrumental examinations and any additional services/activities not included in the agreed consideration per eligible patient requested by the Promoter, as approved by the Ethics Committee and the Competent Authority and as detailed in *Annex A* (Section "Charges and Fees" - part 2), shall be reimbursed and invoiced by the Promoter in addition to the agreed consideration per eligible patient.

6.4. The Site will not receive any fee for patients who cannot be assessed due to non-compliance with the Protocol, violation of the rules of Good Clinical Practice or failure to comply with the current regulations on clinical trials of pharmaceuticals. The Site will also not be entitled to any compensation for patients involved after the receipt of the communication of suspension

parte del Promotore od oltre il numero massimo di soggetti da includere ai sensi del presente Contratto, ove non concordati con il Promotore.

6.5. Il Promotore provvederà, inoltre, a rimborsare al Centro tutti i costi aggiuntivi risultanti da attività mediche/diagnostiche, compresi eventuali ricoveri, non previste nel Protocollo o nei successivi emendamenti allo stesso, e non già coperti dai compensi sopra elencati, qualora tali attività si rendano indispensabili per una corretta gestione clinica del paziente in Sperimentazione. Il rimborso sarà effettuato solo a condizione che tali attività e i relativi costi vengano tempestivamente comunicati, giustificati e documentati per iscritto al Promotore e approvati per iscritto dallo stesso, ferma restando la comunicazione in forma codificata dei dati personali del paziente.

6.6. Se nel corso dello svolgimento della Sperimentazione si rendesse necessario aumentare il supporto economico a favore del Centro, il Promotore potrà integrare, con un addendum/emendamento, il presente Contratto, prevedendo l'adeguato aumento del Budget qui allegato.

6.7. In ottemperanza alla normativa sull'obbligo della fatturazione elettronica per le cessioni di beni e per la prestazione di servizi anche tra privati, l'Ente emetterà fatture in formato XML (Extensible Markup Language) e trasmesse tramite il Sistema di Interscambio (SDI). Lo Sponsor comunica i dati necessari per l'emissione della fattura elettronica; laddove lo Sponsor non fosse soggetto passivo d'imposta nello Stato italiano, il Centro provvederà all'emissione ed all'invio della fattura secondo la modalità tecnica possibile:

RAGIONE SOCIALE Pulmovant, Inc.

and/or ending of the Trial by the Promoter or beyond the maximum number of subjects to be included under this Contract, unless agreed with the Promoter.

6.5. The Promoter shall also reimburse the Site with all the additional costs of medical/diagnostic activities, including hospital admissions, which are not provided for in the Protocol or amendments to the Protocol, and which are not already covered by the above payments, if such activities are essential for the proper clinical treatment of a patient undergoing the Trial. Reimbursement will be made only provided that such activities and the related costs are promptly communicated, justified and documented in writing to the Promoter and approved in writing by the Promoter, without prejudice to the communication of the patient's personal data in coded form.

6.6. If, during the course of the Trial, it should become necessary to increase the financial support to the Site, the Promoter may add an addendum/amendment to this Contract, providing for an appropriate increase in the Budget attached in the Annex.

6.7. In compliance with the legislation on mandatory electronic invoicing for the sale of assets and provision of services, including between individuals, the Body will issue invoices in XML (Extensible Markup Language) format, transmitted through the Interchange System (SDI). The Sponsor provides the necessary data for the issuance of the electronic invoice; if the Sponsor is not a taxable person in the Italian State, the Site will take care of issuing and sending the invoice using the available technical method:

COMPANY NAME Pulmovant, Inc.

CODICE DESTINATARIO/PEC:

RVT2301201@iceglobalconsulting.com

C.F. - P.IVA 92-3322345

COORDINATE BANCARIE CENTRO:

Nome del PI	Patrizio Vitulo
Nome del beneficiario/Titolare del conto	ISMETT s.r.l.
Payee VAT-number	04544550827
Indirizzo del beneficiario/intestatario del conto	Via Discesa dei Giudici, 4 90133 Palermo (Italia)
Nome della banca	Intesa Sanpaolo S.p.A.
Banca Paese	Italy
Valuta del pagamento	Euro
IBAN	IT30V03069046301000000 04121
Codice BIC/Swift	BCITITMM

6.8. I pagamenti effettuati per i servizi svolti dal Centro (i) rappresentano il corretto valore di mercato di detti servizi, poiché adeguati rispetto al tariffario applicabile presso il Centro, (ii) sono stati negoziati a condizioni commerciali normali e (iii) non sono stati definiti sulla base del volume o valore di prescrizioni o comunque in riferimento a tali prescrizioni o altre attività economiche che si generino fra le Parti. A fronte delle attività svolte o delle spese sostenute includendo i Pazienti in Sperimentazione, al cui pagamento il Promotore sia tenuto, né il Centro né lo Sperimentatore principale chiederanno altri rimborsi o corrispettivi ad altri soggetti.

RECIPIENT CODE/CERTIFIED EMAIL:

RVT2301201@iceglobalconsulting.com

TAX ID - VAT NO. 92-3322345

SITE BANK DETAILS:

PI name	Patrizio Vitulo
Nome del beneficiario/Titolare del conto	ISMETT s.r.l.
Payee VAT-number	04544550827
Beneficiary address	Via Discesa dei Giudici, 4 90133 Palermo (Italia)
Bank name	Intesa Sanpaolo S.p.A.
Bank country	Italy
Valuta del pagamento	Euro
IBAN	IT30V03069046301000000 004121
Code BIC/Swift	BCITITMM

6.8. The payments made for the Site's services (i) represent the fair market value for those services, as they reflect the tariff scale applied by the Site, (ii) were negotiated under normal market conditions, and (iii) were not agreed on the basis of the volume or value of prescriptions or in reference to those prescriptions or other financial activities between the Parties. Neither the Site nor the Principal Investigator shall request any compensation or reimbursement from any other party in return for the activities performed or costs incurred by including the patients in the Trial, which the Promoter is obligated to pay for.

6.9. Il Promotore mette inoltre a disposizione dei pazienti che partecipano alla Sperimentazione la possibilità di ottenere la copertura delle spese “vive” sostenute in relazione a ciascuna prestazione sanitaria effettuata presso il Centro, nel rispetto della normativa applicabile, mediante le procedure, i massimali e le spese ammissibili preventivamente approvate dal Comitato Etico. La copertura delle spese deve essere effettuata esclusivamente attraverso l’amministrazione del Centro che attuerà le proprie procedure in materia. Ciascun paziente presenterà l’elenco delle spese al Centro; ai fini della copertura da parte del Promotore, tale elenco sarà debitamente codificato a cura del Centro. Il Centro, in considerazione della durata dello studio, concorderà i termini per la presentazione al Promotore dell’elenco delle spese relative ai pazienti e presentate al Centro in occasione delle prestazioni sanitarie eseguite nel periodo di riferimento. Il Promotore potrà controllare le somme richieste confrontandole con le visite eseguite dai pazienti ed effettuerà i relativi pagamenti in favore del Centro. Sarà quindi responsabilità del Centro provvedere poi alla copertura delle spese per ciascun paziente coinvolto, (una volta ricevuti i pagamenti da parte dello Sponsor), secondo gli importi di cui alla tabella dettagliata nel Budget qui allegato sub A (al paragrafo “Oneri e Compensi” – Parte 3).

6.10. Qualora previsto dal Protocollo, è possibile una indennità compensativa per le spese e per i mancati guadagni direttamente connessi con la partecipazione alla Sperimentazione, anche per l’accompagnatore di pazienti che siano impossibilitati a viaggiare da soli quali, ad esempio, i pazienti minorenni, i soggetti incapaci, i pazienti fragili. Ciascun paziente presenterà l’elenco delle spese al Centro o al soggetto da questo delegato, ai fini della copertura da parte del Promotore.

6.9. The Promoter also makes available to patients participating in the Trial the possibility of obtaining coverage for “out-of-pocket” expenses incurred in relation to each healthcare service provided at the Site, in compliance with applicable legislation, through the procedures, ceilings and eligible costs previously approved by the Ethics Committee. Expenses must be covered exclusively through the administration of the Site, which will implement its own procedures on the matter. Each patient will submit a list of expenses to the Site; for the purposes of coverage by the Promoter, this list will be properly coded by the Site. The Site, in consideration of the duration of the study, will agree on the terms for the presentation to the Promoter of the list of expenses related to patients and presented to the Site on the occasion of the healthcare services performed during the reference period. The Promoter will be able to check the amounts requested by comparing them with the patient examinations and will make the relevant payments to the Site. It will therefore be the responsibility of the Site to cover the expenses for each patient involved (once the payment from the Sponsor is obtained), according to the amounts specified in the detailed table in the Budget attached hereto sub A (under Section “Charges and Fees” - Part 3).

6.10. Where provided for in the Protocol, a compensatory allowance for expenses and lost earnings directly related to participation in the trial is also possible for the companion of patients who are unable to travel alone such as, for example, minor patients, incapacitated individuals, and frail patients. Each patient will submit the list of expenses to the Site or the

6.11. Tutti i costi relativi a voci non specificate nell'Allegato A non verranno rimborsati.

6.12. Le Parti concordano che le eventuali spese e commissioni bancarie dovute per i bonifici esteri dovranno essere addebitate interamente all'ordinante e in nessun caso potranno essere dedotte dall'importo che viene accreditato al beneficiario.

Articolo 7. Durata, Recesso e Risoluzione

7.1. Il presente Contratto produrrà effetti a partire dalla data di ultima sottoscrizione ("**Data di decorrenza**") e rimarrà in vigore sino all'effettiva conclusione della Sperimentazione presso il Centro, prevista per gennaio 2028 approssimativamente così come previsto nel Protocollo di studio, salvo eventuali modifiche concordate tra le Parti.

7.2. Fermo restando quanto sopra, il presente Contratto produrrà i suoi effetti a seguito del rilascio di formale autorizzazione da parte dell'Autorità Competente.

7.3. Il Centro si riserva il diritto di recedere dal presente Contratto mediante comunicazione scritta e con preavviso di 30 giorni da inoltrare al Promotore con raccomandata A.R. o PEC nei casi di:

- insolvenza del Promotore, proposizione di concordati anche stragiudiziali con i creditori del Promotore o avvio di procedure esecutive nei confronti del Promotore. Qualora la situazione sopra indicata riguardi la CRO, il Promotore sarà tenuto a subentrarle e proseguire l'attività, qualora non procuri l'intervento di un'altra CRO, approvata dal Centro, in sostituzione di quella divenuta insolvente;

person delegated by the Site, for the purpose of coverage by the Promoter.

6.11. All costs related to items not specified in Annex A will not be reimbursed.

6.12. Parties agree that any bank charges and commissions due for foreign wire transfer shall be charged entirely to the originator and in no case can they be deducted from the amount that is credited to the payee.

Article 7. Duration, termination and cancellation

7.1. This Contract will come into effect from the date of the final signature ("**date of commencement**") and will remain in force until the actual conclusion of the Trial at the Site, scheduled by January 2028 approximately as provided for in the Protocol of the study, except for any changes agreed between the Parties.

7.2. Without prejudice to the foregoing, this Contract will come into effect following the issuance of formal authorization by the Competent Authority.

7.3. The Site reserves the right to withdraw from this Contract by written notice and with 30 days' notice to be sent to the Promoter by registered letter with return receipt or certified email in the event of:

- insolvency of the Promoter, proposed arrangements, including out of court arrangements with the Promoter's creditors or commencement of enforcement procedures against the Promoter. If the above situation affects the CRO, the Promoter will be required to take over and continue the activity if it does not procure another CRO, approved by the Site, to replace the one that has become insolvent;

- cessione di tutti o di parte dei beni del Promotore ai creditori o definizione con gli stessi di un accordo per la moratoria dei debiti.

Il preavviso avrà effetto dal momento del ricevimento da parte del Promotore della comunicazione di cui sopra.

7.4. Il Promotore, ai sensi dell'Articolo 1373, comma 2, del Codice Civile, si riserva il diritto di recedere dal presente Contratto in qualunque momento per giustificati motivi mediante comunicazione scritta inviata a mezzo raccomandata A.R. o PEC, con preavviso di 30 giorni. Tale preavviso avrà effetto dal momento del ricevimento da parte del Centro di detta comunicazione. In caso di recesso del Promotore sono comunque fatti salvi gli obblighi assunti e le spese effettuate dal Centro alla data di efficacia del recesso. In particolare, il Promotore corrisponderà al Centro tutte le spese documentate e non revocabili che questo abbia sostenuto al fine di garantire la corretta ed efficace esecuzione della Sperimentazione (ove applicabile, nonché quanto il Centro dovrà rimborsare ai pazienti – partecipanti ai sensi dell'Articolo 6.9), nonché i compensi sino a quel momento maturati. In caso di recesso anticipato, il Promotore ha diritto di avere accesso a tutti i dati e risultati, anche parziali, ottenuti dal Centro nel corso della Sperimentazione e anche successivamente, se derivanti da o correlati a essa.

7.5. In caso di interruzione della Sperimentazione, ai sensi della normativa applicabile, il Promotore corrisponderà al Centro i rimborsi delle spese e i compensi effettivamente maturati e documentati fino a quel momento, nonché eventuali altri costi che debbano essere sostenuti in quanto necessari per garantire la tutela della salute e la sicurezza arruolati.

7.6. Resta peraltro inteso che lo scioglimento anticipato del Contratto non comporterà alcun diritto di una Parte di

- transfer of all or part of the assets of the Promoter to creditors or an agreement with the aforesaid for a debt moratorium.

The notice will have effect from the moment in which the Promoter receives the above communication.

7.4. Pursuant to Article 1373, paragraph 2, of the Civil Code, the Promoter reserves the right to terminate this Contract at any time for justified reasons by written notice sent by registered letter with return receipt or Certified email, with 30 days' notice. This notice will take effect from receipt by the Site of the aforesaid communication. In the event of withdrawal by the Promoter, the obligations assumed and the expenses incurred by the Site up to the effective date of the withdrawal will continue to be valid. In particular, the Promoter will pay the Site all the documented and non-revocable expenses incurred by the Site in order to ensure the correct and effective execution of the Trial (where applicable, as well as what the Site must reimburse to the patients - participants pursuant to Article 6.9), as well as the fees accrued up to that moment. In the event of early withdrawal, the Promoter has the right to access all of the data and results, even if only partially complete, obtained by the Site during the Trial and even afterwards, if deriving from or related to it.

7.5. In the event of suspension of the Trial, in accordance with applicable regulations, the Promoter will reimburse the Site for the expenses and pay the fees actually accrued and documented up to that point, as well as any other costs that need to be incurred to ensure the protection of the enrolled individuals' health and safety.

7.6. It is understood, however, that the early

avanzare, nei confronti dell'altra, pretese risarcitorie o richieste di pagamento ulteriori rispetto a quanto convenuto.

7.7. Gli effetti del presente Contratto cesseranno automaticamente ai sensi dell'Articolo 1454 del Codice Civile nel caso in cui una delle Parti non abbia adempiuto a uno degli obblighi previsti dal presente Contratto entro 30 giorni dalla richiesta scritta di adempimento presentata dall'altra parte. Resta in ogni caso salva l'applicabilità degli Articoli 1218 e seguenti del Codice Civile.

7.8. In caso di risoluzione del presente Contratto non derivante da inadempimento del Centro, quest'ultimo avrà diritto al rimborso delle spese effettivamente sostenute per la Sperimentazione prima del ricevimento della notifica di risoluzione e ad un compenso per i servizi resi in conformità al protocollo ed al presente contratto, in proporzione all'attività svolta sino al momento della risoluzione. Il Centro si impegna a restituire al Promotore eventuali importi già liquidati e relativi ad attività non svolte.

7.9. In tutti i casi di interruzione o di risoluzione del presente Contratto, sarà attuata ogni precauzione per garantire la massima tutela dei pazienti già coinvolti, in accordo con quanto previsto dal Protocollo approvato dal Comitato Etico, garantendo, nei limiti e con le modalità previste dall'Articolo 4.2, la continuità terapeutica.

Articolo 8. Copertura assicurativa

8.1. Il Promotore è responsabile ed è tenuto a garantire, secondo la legislazione vigente, il risarcimento dei danni subiti dai pazienti e riconducibili alla partecipazione alla Sperimentazione secondo il Protocollo, commisurato alla natura e alla portata dei rischi conseguenti.

termination of the Contract does not give rise to any right of one Party to make claims for damages or payment claims against the other Party in addition to those agreed upon.

7.7. The present Contract automatically ceases to be effective pursuant to Article 1454 of the Civil Code if one of the Parties has failed to perform any of the obligations provided for herein within 30 days of the notice to perform sent by the other Party. In any case, the provisions of Articles 1218 et seq. of the Civil Code remain applicable.

7.8. In the event of termination of this Contract not arising from default by the Site, the Site shall be entitled to reimbursement of actual expenses incurred for the Trial prior to receipt of the notice of termination and to compensation for services rendered in accordance with the Protocol and this Contract, in proportion to the work performed up to the time of termination. The Site undertakes to return to the Promoter any sums already paid for activities which have not yet taken place.

7.9. In all cases of discontinuation or termination of the present Contract, every precaution will be taken to guarantee the maximum protection of the patients already involved, in accordance with the provisions of the protocol approved by the Ethics Committee, guaranteeing, within the limits and in the manner provided for in Article 4.2, therapeutic continuity.

Article 8. Insurance coverage

8.1. The Promoter is responsible and is obliged to guarantee, in accordance with current legislation, compensation for damage suffered by patients and attributable to participation in the Trial according to the Protocol, commensurate with the nature and extent of

8.2. Fatte salve le previsioni dell'Articolo 76 del Regolamento e della L. n. 24 dell'8 marzo 2017 e dei rispettivi provvedimenti attuativi, la copertura assicurativa fornita dal Promotore garantisce rispetto alle ipotesi di responsabilità civile del Promotore, dell'istituzione sanitaria sede della Sperimentazione, dello Sperimentatore principale, e degli altri Co Sperimentatori coinvolti presso il Centro.

8.3. Il Promotore dichiara, con la firma del presente Contratto, di aver stipulato adeguata polizza assicurativa (n. BOWLT2450724, con la Compagnia Lloyd's Insurance Company S.A.) per la responsabilità civile verso terzi, a copertura del rischio di eventuali danni derivanti ai pazienti dalla partecipazione alla Sperimentazione, secondo quanto previsto dal D.M. del 14 luglio 2009. La polizza assicurativa è stata ritenuta dal Comitato Etico rispettosa dei termini di legge e adeguatamente tutelante i soggetti coinvolti nella Sperimentazione.

8.4. Il Promotore, con la firma del presente contratto, dichiara di farsi carico delle conseguenze connesse a eventuali inadeguatezze, anche sopravvenute, della copertura assicurativa in argomento, integrandole ove necessario in coerenza con quanto previsto all'Articolo 8.1.

8.5. Il Promotore in particolare, nel caso in cui intenda recedere dal Contratto, garantisce che la Società assicuratrice assicuri in ogni caso la copertura dei soggetti già inclusi nello studio clinico anche per il prosieguo della Sperimentazione ai sensi dell'Articolo 2 comma 3 del D.M. del 14 luglio 2009.

8.6. In caso di sinistro, il Centro è tenuto a comunicare l'esistenza di coperture assicurative per la responsabilità RCT Medical Malpractice (a copertura sia del Centro, sia

the resulting risks.

8.2. Without prejudice to the provisions of Article 76 of the Regulations and Law No. 24 of March 8, 2017, and their respective implementing provisions, the insurance coverage provided by the Promoter guarantees with respect to the assumptions of liability of the Promoter, the health entity hosting the Trial, the Principal Investigator, and the other Co Investigators involved at the Site.

8.3. The Promoter declares, by signing this Contract, that it has taken out an adequate third-party liability insurance policy (No. BOWLT2450724 with the Company Lloyd's Insurance Company S.A.), to cover the risk of any damage to patients arising from participation in the Trial, in accordance with the Ministerial Decree of July 14, 2009). The insurance policy has been deemed to be in compliance with the terms of the law by the Ethics Committee and to adequately protect the subjects involved in the clinical Trial.

8.4. The Promoter, by signing this contract, declares to be responsible for the consequences related to any inadequacies, even those that have developed, of the insurance coverage in question, integrating them where necessary in accordance with the provisions of Article 8.1.

8.5. The Promoter guarantees, in the event that it intends to withdraw from the Contract, that the insurance company will ensure coverage of the subjects already enrolled in the clinical trial in any case, even if the Trial is continued pursuant to Article 2 paragraph 3 of the Ministerial Decree of July 14, 2009.

8.6. In case of a claim, the Site is required to report the existence of RCT Medical Malpractice liability insurance coverage (covering both the Site and the medical

del personale medico che ha somministrato il farmaco), ai sensi dell'Articolo 1910 del Codice Civile.

Articolo 9. Relazione finale, titolarità e utilizzazione dei risultati

9.1. Il Promotore si impegna a divulgare tutti i risultati della Sperimentazione anche qualora negativi.

9.2. Il Promotore assume la responsabilità della preparazione del rapporto clinico finale e dell'invio entro i termini previsti dalla vigente normativa allo Sperimentatore principale e al Comitato Etico del riassunto dei risultati della Sperimentazione stessa. Indipendentemente dall'esito di una sperimentazione clinica, entro un anno (e sei mesi nel caso di studi pediatrici) dalla sua conclusione, il Promotore trasmette una sintesi dei risultati della sperimentazione alla banca dati EU secondo le modalità previste dall'Articolo 37.4 del Regolamento (UE) n. 536/2014.

9.3. Tutti i dati, i risultati e le informazioni solo se in formato aggregato nonché i materiali utilizzati nell'esecuzione della Sperimentazione o nel perseguimento degli obiettivi della stessa sono di proprietà esclusiva del Promotore, salvo il diritto degli Sperimentatori, ricorrendone i presupposti, di esserne riconosciuti autori.

9.4. A fronte di una procedura attivata dal Promotore per il deposito di una domanda di brevetto avente a oggetto invenzioni ricavate nel corso della Sperimentazione, l'Ente e lo Sperimentatore principale si impegnano a fornire al Promotore, con spese a carico di quest'ultimo, il supporto, anche documentale, utile a tal fine.

9.5. Il Centro può utilizzare i dati e risultati della Sperimentazione, del cui trattamento è autonomo titolare ai sensi di legge, unicamente per i propri scopi istituzionali

personnel who administered the drug), pursuant to Article 1910 of the Civil Code.

Article 9. Final report, ownership and use of results

9.1. The Promoter undertakes to disclose all of the results of the Trial even if these are negative.

9.2. The Promoter is responsible for the preparation of the final clinical report and for sending the summary of the results of the Trial to the Principal Investigator and to the Ethics Committee within the time limits set out in the current regulations. Regardless of the outcome of a clinical trial, within one year (and six months in the case of pediatric studies) of its conclusion, the Promoter shall submit a summary of the trial results to the EU database in the manner prescribed by Article 37.4 of Regulation (EU) No. 536/2014.

9.3. All data, results, and information, only if in aggregated format, as well as the materials used in the execution of the Trial or in pursuit of its objectives, are the exclusive property of the Promoter, subject to the right of the Investigators, if the conditions are met, to be acknowledged as their authors.

9.4. In the event of a procedure activated by the Promoter for the filing of a patent application concerning inventions derived in the course of the Trial, the Body and the Principal Investigator undertake to provide the Promoter, at the latter's expense, with the support, including documentary support, useful for this purpose.

9.5. The Site may use the data and results of the Trial, whose processing it is the autonomous owner in accordance with the law, solely for its institutional scientific and research purposes. Such use shall in no

scientifici e di ricerca. Tale utilizzo non deve in alcun caso pregiudicare la segretezza degli stessi e la tutela brevettuale dei relativi diritti di proprietà intellettuale spettanti al Promotore.

9.6. Le Parti riconoscono reciprocamente che resteranno titolari dei diritti di proprietà industriale e intellettuale relativi alle proprie pregresse conoscenze (*background knowledge*) e alle proprie conoscenze sviluppate o ottenute nel corso della Sperimentazione, ma a prescindere e indipendentemente dalla sua conduzione e dai suoi obiettivi (*sideground knowledge*).

9.7. Le disposizioni del presente Articolo resteranno valide ed efficaci anche dopo la risoluzione o la cessazione degli effetti del presente Contratto.

Articolo 10. Segretezza di informazioni tecnico-commerciali e diffusione dei risultati

10.1. Con la sottoscrizione del presente Contratto, ciascuna delle Parti si impegna a mantenere riservate per l'intera durata del presente Contratto (*e per sette (7) anni dopo la scadenza o la risoluzione del presente Contratto, fino alla loro caduta in pubblico dominio, qualora necessario in base ad eventuali accordi con licenzianti*), tutte le informazioni di natura tecnica e/o commerciale messe a sua disposizione dall'altra Parte e/o sviluppate nel corso della Sperimentazione e nel perseguimento degli obiettivi della stessa, che siano classificabili come "Segreti Commerciali" ai sensi degli Articoli 98 e 99 del Codice della Proprietà Industriale (D.Lgs. n. 30/2005, come modificato dal D.Lgs. n. 63/2018 in recepimento della Direttiva UE 2016/943), adottando ogni misura di carattere contrattuale, tecnologico o fisico idonea per la loro protezione, anche nei confronti di propri dipendenti, collaboratori, sub-appaltatori, danti o aventi causa.

case affect the secrecy of the same and the patent protection of the related intellectual property rights belonging to the Promoter.

9.6. The Parties mutually acknowledge that they will continue to be the owners of the industrial and intellectual property rights relating to their own previous knowledge (*background knowledge*) and the knowledge developed or obtained during the course of the Trial but independently of and not connected with the performance thereof (*sideground knowledge*).

9.7. The provisions of this Article shall remain valid and effective even after the termination or expiration of this Contract.

Article 10. Secrecy of technical-commercial information and dissemination of results

10.1. By signing this Contract, each of the Parties undertakes to keep confidential for the entire duration of this Contract (*and for seven (7) years after the expiration or termination of this Agreement until they fall into the public domain, if necessary based on any agreements with licensors*), all information of a technical and/or commercial nature made available to it by the other Party and/or developed in the course of the Trial and in pursuit of its objectives, which are classifiable as "Trade Secrets" pursuant to Article 98 and 99 of the Industrial Property Code (Legislative Decree No. 30/2005, as amended by Legislative Decree No. 63/2018 in transposition of EU Directive 2016/943), adopting all appropriate contractual, technological or physical measures for their protection, including with respect to its own employees, collaborators, sub-contractors, licensors or assigns.

10.2. Ciascuna delle Parti inoltre dichiara e garantisce quanto segue:

- (i) i propri Segreti Commerciali sono stati acquisiti, utilizzati e rivelati lecitamente e non vi sono – per quanto ad essa noto – azioni giudiziarie, contestazioni, richieste di risarcimento o di indennizzo promosse anche in via stragiudiziale, da parte di terzi rivendicanti la titolarità di tali segreti.
- (ii) essa, pertanto, terrà indenne e manleverà l'altra Parte da azioni giudiziarie, contestazioni, richieste di risarcimento o di indennizzo promosse anche in via stragiudiziale, da parte di terzi rivendicanti la titolarità di tali segreti.

10.3. Le Parti sono obbligate all'adeguata e corretta diffusione e pubblicazione dei risultati della Sperimentazione nonché alla loro adeguata comunicazione ai pazienti partecipanti ed ai rappresentanti dei pazienti. Il Promotore, ai sensi della vigente normativa, è tenuto a rendere pubblici tempestivamente i risultati, anche se negativi, ottenuti a conclusione della Sperimentazione, non appena disponibili da parte di tutti i Centri partecipanti e comunque non oltre i termini a tal fine stabiliti dalle disposizioni applicabili dell'Unione Europea.

10.4. Ai sensi dell'Articolo 5, comma secondo, lettera c) del D.M. dell'8 febbraio 2013, lo Sperimentatore principale ha diritto di diffondere e pubblicare, senza limitazione alcuna, i risultati della Sperimentazione ottenuti presso il Centro, nel rispetto delle disposizioni vigenti in materia di riservatezza dei dati sensibili, di protezione dei dati personali e di tutela della proprietà

10.2. Each of the Parties further represents and warrants the following:

- (i) its Commercial Secrets have been acquired, used and disclosed lawfully and there are not – as far as is known to it – any legal actions, disputes, claims for compensation or indemnity, whether judicial or extrajudicial, brought by any third-party claiming ownership of such secrets.
- (ii) Therefore, it shall indemnify and hold the other Party harmless from legal actions, disputes, claims for compensation or indemnification, even out-of-court, by third parties claiming ownership of such secrets.

10.3. The Parties are obliged to adequately and correctly disseminate and publish the results of the Trial and to properly communicate them to participating patients and patient representatives. The Promoter, in accordance with current regulations, is obliged to promptly make public the results, even if negative, obtained at the conclusion of the Trial, as soon as they are available from all participating Sites and in any case no later than the deadlines established for this purpose by the applicable provisions of the European Union.

10.4. Pursuant to Article 5, paragraph 2, letter c) of the Ministerial Decree of February 8, 2013, the Principal Investigator has the right to disseminate and publish, without any limitation, the results of the Trial obtained at the Site, in compliance with the regulations in force regarding the confidentiality of sensitive data, the protection of personal data and the protection of

intellettuale, nonché nel rispetto dei termini e delle condizioni di cui al presente Contratto.

10.5. Per garantire la correttezza della raccolta e la veridicità dell'elaborazione dei dati e dei risultati della Sperimentazione ottenuti presso l'Ente, in vista della loro presentazione o pubblicazione, almeno 60 giorni prima di esse lo Sperimentatore principale dovrà trasmettere al Promotore il testo del documento destinato ad essere presentato o pubblicato. Ove dovessero sorgere questioni relative all'integrità scientifica del documento e/o questioni afferenti agli aspetti regolatori, brevettuali o di tutela della proprietà intellettuale, le Parti e lo Sperimentatore Principale procederanno nei 60 giorni successivi al riesame del documento. Lo Sperimentatore principale accetterà di tenere conto dei suggerimenti del Promotore nella presentazione o pubblicazione, solo se necessari ai fini della tutela della riservatezza delle informazioni, dei dati personali e della tutela della proprietà intellettuale, purché non in contrasto con l'attendibilità dei dati, con i diritti, la sicurezza e il benessere dei pazienti.

10.6. Il Promotore riconosce di non aver diritto di chiedere l'eliminazione delle informazioni contenute nel documento, salvo quando tali richieste e modifiche siano necessarie ai fini della tutela della riservatezza dei dati, della protezione dei dati personali e della tutela della proprietà intellettuale.

10.7. Il Promotore, allo scopo di presentare una richiesta di brevetto e qualora risulti necessario, potrà chiedere allo Sperimentatore principale di differire di ulteriori 90 giorni la pubblicazione o presentazione del documento.

10.8. In caso di sperimentazione multicentrica, lo Sperimentatore principale non potrà pubblicare i dati o

intellectual property, as well as in compliance with the terms and conditions set out in this Contract.

10.5. To ensure the correctness of the collection and truthfulness of the processing of the data and results of the Trial obtained at the Body, with a view to their submission or publication, at least 60 days prior to them the Principal Investigator shall submit to the Promoter the text of the document intended to be submitted or published. Should questions arise regarding the scientific integrity of the paper and/or issues pertaining to regulatory, patent, or intellectual property protection aspects, the Parties and the Principal Investigator will proceed within 60 days to review the paper. The Principal Investigator will agree to take into account the Promoter's suggestions in the submission or publication only if they are necessary for the protection of confidentiality of information, personal data, and protection of intellectual property, as long as they do not conflict with the reliability of the data, the rights, safety, and welfare of patients.

10.6. The Promoter acknowledges that it has no right to request the deletion of the information contained in the document, except when such requests and modifications are necessary for the purposes of data privacy protection, protection of personal data and protection of intellectual property.

10.7. If necessary, the Promoter may ask the Principal Investigator to postpone the publication or submission of the document for a further 90 days so that it can submit a patent application.

10.8. In the case of a multi-center trial, the Principal Investigator may not publish the data or results of their Site until all the data and results of the Trial have been fully published, or for at least 12 months from the

risultati del proprio Centro sino a che tutti i dati e risultati della Sperimentazione siano stati integralmente pubblicati ovvero per almeno 12 mesi dalla conclusione della Sperimentazione, dalla sua interruzione o chiusura anticipata.

10.9. Laddove la pubblicazione recante i risultati di una sperimentazione multicentrica ad opera del Promotore, o del terzo da questi designato, non venga effettuata entro dodici (12) mesi dalla fine della Sperimentazione multicentrica, lo Sperimentatore potrà pubblicare i risultati ottenuti presso il Centro, nel rispetto di quanto contenuto nel presente Articolo.

Articolo 11. Protezione dei dati personali

11.1. I Contitolari e il Promotore, nell'esecuzione delle attività previste dal presente Contratto, si impegnano a trattare i dati personali, di cui vengano per qualsiasi motivo a conoscenza durante la sperimentazione clinica, nel rispetto degli obiettivi di cui ai precedenti articoli e in conformità a quanto disposto dal Regolamento (UE) 2016/679 del Parlamento Europeo e del Consiglio del 27 aprile 2016 ("GDPR"), dal D.lgs. 196/2003 ("Codice Privacy") nonché dalle correlate disposizioni legislative e amministrative dell'Unione Europea e nazionali vigenti, con le loro eventuali successive modifiche e/o integrazioni (di seguito, collettivamente, "**Leggi in materia di Protezione dei dati**") nonché degli eventuali regolamenti degli Enti.

11.2. I termini utilizzati nel presente Articolo, nel Contratto, nella documentazione di informativa e consenso e in ogni altro documento utilizzato per le finalità della sperimentazione clinica devono essere intesi e utilizzati secondo il significato a essi attribuito nell'Allegato B.

conclusion of the Trial, from its interruption or early closure.

10.9. If the publication of the results of a multi-center trial by the Promoter, or by the third party designated by the Promoter, does not occur within twelve (12) months after the end of the multi-center Trial, the Investigator may publish the results obtained at the Body, in compliance with the provisions of this Article.

Article 11. Protection of Personal Data

11.1. The Joint Data Controllers and the Promoter, in carrying out the activities provided for in this Contract, undertake to process the personal data to which they become aware for any reason during the clinical trial, in accordance with the objectives set out in the preceding articles and in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 ("GDPR"), and Legislative Decree 196/2003 ("Privacy Code") as well as the related legislative and administrative provisions of the European Union and national laws in force, with any subsequent amendments and/or additions thereto (hereinafter, collectively the "**Data Protection Laws**"), as well as any regulations of the Bodies.

11.2. The terms used in this article, in the Contract, in the information and consent documentation and in any other document used for the purposes of the clinical trial must be understood and used according to the meaning given to them in Annex B.

11.3. I Contitolari, da un lato, e il Promotore dall'altro, si qualificano come autonomi titolari del trattamento ai sensi dell'Articolo 4 paragrafo 17) del GDPR. I Contitolari e il Promotore provvederanno a propria cura e spese alle eventuali nomine di Responsabili del trattamento e, nell'ambito del proprio assetto organizzativo, all'attribuzione di funzioni e compiti a soggetti designati, che operino sotto la loro autorità, ai sensi del GDPR e della normativa vigente.

11.4. Per le finalità della Sperimentazione saranno trattati dati personali riferiti alle seguenti categorie di interessati: soggetti partecipanti alla sperimentazione e loro eventuali rappresentanti legali e familiari; persone che operano per conto dei Contitolari e del Promotore. Tali interessati sono informati sul trattamento che li riguarda a mezzo di idonea informativa. Per le finalità della Sperimentazione saranno trattati le seguenti tipologie di dati personali: dati di cui all'Articolo 4 n. 1 del GDPR; dati rientranti nelle categorie "particolari" di dati personali – e in particolare dati relativi alla salute e alla vita sessuale ed eventuali dati genetici – di cui all'Articolo 9 del GDPR. Tali dati saranno trattati nel rispetto dei principi di liceità, correttezza, trasparenza, adeguatezza, pertinenza e necessità di cui all'Articolo 5, paragrafo 1 del GDPR.

11.5. Qualora sia indispensabile alla conduzione della Sperimentazione, il Promotore potrà trasmettere i dati ad affiliate del gruppo del Promotore e a terzi operanti per suo conto, anche all'estero, in paesi al di fuori dell'Unione Europea soltanto nel rispetto delle condizioni di cui agli Articoli 44 *et seq.* del GDPR. In questo caso il Promotore garantirà un adeguato livello di protezione dei dati personali anche mediante l'utilizzo delle *Standard Contractual Clauses* approvate dalla Commissione Europea. Ove il Promotore abbia sede in uno Stato che

11.3. The Joint Data Controllers, on one hand, and the Promoter on the other hand, qualify as autonomous Data Controllers pursuant to Article 4 paragraph 17 of the GDPR. The Joint Data Controllers and the Promoter will, at their own care and expense, make any appointments of Data Processors and, within their own organizational structure, assign functions and tasks to designated individuals, operating under their authority, in accordance with the GDPR and applicable regulations.

11.4. For the purposes of the Trial, personal data relating to the following categories of interested parties will be processed: subjects participating in the Trial and their possible legal representatives and family members; people working on behalf of the Joint Data Controllers and the Promoter. These data subjects will be appropriately informed of the processing of their data. For the purposes of the Trial, the following types of personal data will be processed: data referred to in Article 4 No. 1 of the GDPR; data falling into the "special" categories of personal data - and in particular data relating to health and sexual activity, and any genetic data - referred to in Article 9 of the GDPR. Such data shall be processed in accordance with the principles of lawfulness, fairness, transparency, adequacy, relevance and necessity as defined in Article 5 Paragraph 1 of the GDPR.

11.5. If it is necessary for the conduct of the Trial, the Promoter may transmit the data to affiliates of the Promoter's group and third parties operating on their behalf, including abroad, in countries outside the European Union only in accordance with the conditions set forth in Articles 44 *et seq.* of the GDPR. In this case, the Promoter will also ensure an adequate level of protection of personal data through the use of *Standard*

non rientra nell'ambito di applicazione del diritto dell'Unione Europea e qualora la Commissione Europea abbia deciso che tale Paese non garantisce un livello di protezione adeguato ex Articoli 44 e 45 del GDPR, il Promotore e i Contitolari dovranno compilare e sottoscrivere il documento *Standard Contractual Clauses* (quest'ultimo viene allegato al presente Contratto) nonché, ove necessario, adottare delle misure supplementari tecniche ed organizzative a tutela dei dati trasferiti.

11.6. I Contitolari e il Promotore garantiscono che le persone da essi autorizzate a trattare dati personali per le finalità della Sperimentazione rispettino i principi posti a tutela del diritto alla protezione dei dati personali e del diritto alla riservatezza, e che le persone che hanno accesso ai dati personali siano obbligati a trattarli in conformità alle istruzioni dettate, in coerenza con il presente Articolo, dal titolare di riferimento.

11.7. Lo Sperimentatore principale è individuato dai Contitolari quale persona autorizzata al trattamento, ai sensi dell'Articolo 29 del GDPR, e quale soggetto designato, ai sensi dell'Articolo 2-*quaterdecies* del Codice Privacy.

11.8. Lo Sperimentatore principale deve informare in modo chiaro e completo, prima che abbia inizio la Sperimentazione (incluse le relative fasi prodromiche e di screening) ogni paziente circa natura, finalità, risultati, conseguenze, rischi e modalità del trattamento dei dati personali; in particolare il paziente deve inoltre essere informato che Autorità nazionali e straniere, nonché il Comitato Etico, potranno accedere, nell'ambito di attività di monitoraggio, verifica e controllo sulla ricerca, alla documentazione relativa alla sperimentazione così come anche alla documentazione sanitaria originale del

Contractual Clauses approved by the European Commission. If the Promoter is based in a State that does not fall within the scope of European Union law and if the European Commission has decided that this country does not guarantee an adequate level of protection pursuant to Articles 44 and 45 of the GDPR, the Promoter and the Joint Data Controllers must fill in and sign the *Standard Contractual Clauses* document (the latter is attached to this Contract) as well as, where necessary, adopt additional technical and organizational measures to protect the transferred data.

11.6. The Joint Data Controllers and the Promoter warrant that the persons authorized by them to process personal data for the purposes of the Trial will comply with the principles laid down out to protect the right to protection of personal data and the right to confidentiality, and that persons with access to the personal data will be obliged to process the said data in accordance with the instructions laid down by the reference controller, in accordance with the present Article.

11.7. The Principal Investigator is identified by the Joint Data Controllers as the person authorized for data processing, pursuant to Article 29 of the GDPR, and as the designated subject, pursuant to Article 2 *quaterdecies* of the Privacy Code.

11.8. The Principal Investigator must inform each patient clearly and completely, before the beginning of the Trial (including the related prodromal and screening phases), about the nature, purpose, results, consequences, risks and methods associated with the processing of personal data; in particular, the patient must also be informed that national and foreign authorities, as well as the Ethics Committee, will have

paziente, e che ad esse potranno anche accedere in visione, nell'ambito delle rispettive competenze, Monitor e Auditor.

11.9. Lo Sperimentatore principale deve acquisire dal paziente debitamente informato il documento di consenso oltre che alla partecipazione alla Sperimentazione, anche al trattamento dei dati. ISMETT è responsabile della conservazione di tale documento.

11.10. Qualora il Promotore o i Contitolari accertino una violazione dei dati personali, si impegnano a darsene comunicazione entro 48 ore dall'accertamento della violazione, ferma restando l'autonomia delle stesse nella valutazione della sussistenza delle condizioni e nell'adempimento degli obblighi previsti dagli Articolo 33 e 34 del GDPR.

Articolo 12. Modifiche

12.1. Il presente Contratto e i relativi allegati/addendum, unitamente al Protocollo quale parte integrante, costituiscono l'intero accordo tra le Parti.

12.2. Il Contratto può essere modificato/integrato solo con il consenso scritto di entrambe le Parti. Le eventuali modifiche saranno oggetto di addendum al presente Contratto e decorreranno dalla data della loro sottoscrizione, salvo diverso accordo tra le Parti.

Articolo 13. Disciplina anticorruzione e per la prevenzione di reati

13.1. Ciascuna Parte si obbliga all'osservanza delle leggi e in particolare dichiara di conoscere il contenuto del D.Lgs. n. 231 dell'8 giugno 2001, della normativa italiana

access, within the scope of monitoring, verification and control activities on research, to the documentation relating to the trial as well as to the original health documentation of the patient, and that they may also access these in vision, within the scope of their respective competences, as Monitors and Auditors.

11.9. The Principal Investigator shall acquire from the duly informed patient the consent form to the processing of their data as well as to participation in the Trial. ISMETT is responsible for storing this document.

11.10. If the Promoter or the Joint Data Controllers ascertain a personal data breach, they undertake to notify each other within 48 hours of ascertaining the breach, without prejudice to their autonomy in assessing the existence of the conditions and in fulfilling the obligations provided for by Articles 33 and 34 of the GDPR.

Article 12. Modifications

12.1. The present Contract and any annexes/addenda hereto, together with the Protocol which forms an integral part hereof, constitute the entire agreement between the Parties.

12.2. The Contract may be amended/supplemented only with the written consent of both Parties. Any amendments will be subject to addenda to this Contract and will be effective from the date on which they are signed, unless otherwise agreed between the Parties.

Article 13. Anti-corruption and crime prevention regulations

13.1. Each Party undertakes to comply with the laws and in particular declares to be aware of the content of Legislative Decree No. 231 of June 8, 2001, Italian

in tema di prevenzione della corruzione *ex* Legge n. 190 del 6 novembre 2012 e delle loro successive modifiche e integrazioni, nonché, in quanto applicabili e non in contrasto con la normativa vigente in Italia, i principi del *Foreign Corrupt Practices Act* degli Stati Uniti. Si impegnano altresì ad astenersi da comportamenti idonei a configurare le ipotesi di reato di cui alla predetta normativa (a prescindere dalla effettiva consumazione del reato e della punibilità dello stesso).

13.2. Il Promotore e il Centro dichiarano di aver adottato il Modello di Organizzazione, Gestione e Controllo nonché il relativo Codice di Condotta adottati ai fini del rispetto e dell'attuazione delle previsioni di cui alla citata normativa. Ciascuna Parte si impegna a collaborare in buona fede, nei limiti di quanto previsto dalla citata normativa, con il personale e il management dell'altra Parte al fine di facilitare la piena e corretta attuazione degli obblighi che ne derivano e l'attuazione delle procedure operative a tal fine messe a punto da quest'ultima.

13.3. Ciascuna Parte s'impegna a informare immediatamente l'altra Parte circa ogni eventuale violazione del presente Articolo di cui venga a conoscenza e a rendere disponibili tutti i dati informativi e la documentazione per ogni opportuna verifica. La suddetta comunicazione dovrà essere trasmessa per quanto concerne il Promotore/CRO al seguente indirizzo e-mail <legalnotices@pulmovant.com>, e per quanto concerne il Centro al seguente indirizzo e-mail su richiesta <odv@ismett.edu>.

13.4. Ciascuna parte può divulgare per qualsiasi scopo legittimo, nei limiti della normativa sul trattamento dei dati, i termini del presente Contratto o di qualsiasi suo emendamento.

legislation on the prevention of corruption *pursuant* to Law No. 190 of November 6, 2012, and their subsequent amendments and additions, as well as, to the extent applicable and not in contrast with the regulations in force in Italy, the principles of the *Foreign Corrupt Practices Act* of the United States. They also undertake to refrain from behaviors that could constitute the offenses referred to in the aforementioned legislation (regardless of the actual commission of the offense and its punishability).

13.2. The Promoter and the Site declare to have adopted the Model of Organization, Management and Control as well as the related Code of Conduct adopted for the purposes of compliance and implementation of the provisions of the aforementioned legislation. Each Party agrees to cooperate in good faith, within the limits of the aforementioned legislation, with the staff and management of the other Party in order to facilitate the full and correct implementation of the obligations arising therefrom and the implementation of the operating procedures developed for this purpose by the latter.

13.3. Each Party undertakes to immediately inform the other Party of any violation of this Article of which it becomes aware and to make available all the information and documentation for any appropriate verification. The above communication must be sent, as regards the Promoter/CRO, to the following e-mail address <legalnotices@pulmovant.com>, and, as regards the Center, to the following e-mail address upon request <odv@ismett.edu>.

13.4. Each Party may disclose for any legitimate purpose, within the limits of the data processing

13.5. La violazione di quanto previsto da questo Articolo costituisce grave inadempimento del presente Contratto ai sensi e per gli effetti di cui all'Articolo 1456 del Codice Civile, risultando pregiudicato il rapporto di fiducia tra le Parti.

Articolo 14. Trasferimento diritti, cessione del Contratto

14.1. Il presente Contratto ha carattere fiduciario e, pertanto, le Parti non possono cedere o trasferire lo stesso a terzi, senza il preventivo consenso scritto dell'altra Parte.

14.2. Ogni Parte acconsente a che l'altra Parte, previa comunicazione all'altra, possa cedere e/o trasferire in tutto o in parte i diritti e gli obblighi a lui pervenuti direttamente o indirettamente dalla firma del presente Contratto a un suo successore o ad una società od entità ad essa collegata o controllata, previa accettazione da parte del cessionario di tutte le condizioni e i termini del presente Contratto. Qualsiasi trasferimento di diritti in assenza delle suddette condizioni sarà considerato nullo e mai avvenuto.

14.3. In caso di cambio di denominazione del Centro non si renderà necessario l'emendamento alla presente convenzione. Il Centro sarà comunque tenuto a notificare tempestivamente al Promotore tale cambio di denominazione.

Articolo 15. Oneri fiscali

15.1. Il presente Contratto viene sottoscritto con firma digitale ai sensi della normativa vigente.

regulations, the terms of this Contract or any amendments thereto.

13.5. Any violation of the provisions of this article constitutes a serious breach of this Contract pursuant to and for the purposes of Article 1456 of the Civil Code and jeopardizes the trusted relationship between the Parties.

Article 14. Transfer of rights, assignment of the Contract

14.1. The present Contract being of a fiduciary nature, the Parties may not assign or transfer it to third parties without the prior written consent of the other Party.

14.2. Each Party agrees that the other Party, upon notice to the other, may assign and/or transfer all or part of the rights and obligations received by it directly or indirectly from the signing of this Agreement to its successor or to a company or body related to it or controlled by it, subject to the transferee's acceptance of all the terms and conditions of this Contract. Any transfer of rights in the absence of the foregoing conditions shall be deemed null and void and shall never occur.

14.3. In the event of a change of name of the Site, no amendment to this Agreement will be necessary. In any case, the Site will be required to promptly notify the Promoter of such a change of name.

Article 15. Tax charges

15.1. This Contract is signed with a digital signature in accordance with regulations in force.

<p>15.2. Le imposte e tasse inerenti e conseguenti alla stipula del presente Contratto, ivi comprese l'imposta di bollo sull'originale informatico di cui all'Articolo 2 della Tabella Allegato A – Tariffa Parte I del DPR n. 642/1972 e l'imposta di registro devono essere versate, nel rispetto della normativa applicabile.</p> <p>Articolo 16. Legge regolatrice e Foro competente</p> <p>16.1. La normativa applicabile al presente Contratto è quella dello Stato italiano.</p> <p>16.2. Per tutte le eventuali controversie che dovessero sorgere in relazione all'interpretazione, applicazione ed esecuzione del presente Contratto, fermo restando l'impegno delle Parti ad esperire un preventivo tentativo di conciliazione in sede stragiudiziale, sarà competente, in via esclusiva, il Foro del luogo di esecuzione del contratto.</p> <p>Articolo 17. Lingua</p> <p>In caso di difformità tra la versione in lingua inglese e quella in lingua italiana del presente il Contratto, la versione da considerarsi prevalente ad ogni effetto di legge è quella in italiano.</p>	<p>15.2. The taxes and duties inherent in and consequent to the stipulation of this Contract, including the stamp duty on the digital document referred to in Article 2 of Table Annex A - Tariff Part I of Presidential Decree No. 642/1972 and the registration tax must be paid, in compliance with the applicable legislation.</p> <p>Article 16. Governing law and jurisdiction</p> <p>16.1. The law applicable to this Contract is that of the Italian State.</p> <p>16.2. For any disputes that may arise in relation to the interpretation, application and execution of this Contract, without prejudice to the Parties' commitment to make a prior attempt at conciliation out of court, the Court of the place where the contract is executed shall have exclusive jurisdiction.</p> <p>Article 17. Language</p> <p>In case of any discrepancy between the English and Italian language versions of this Contract, the prevailing version for all legal purposes is the Italian one.</p>
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SEGUE LA PAGINA FIRMA / SIGNATURE PAGE FOLLOWS

Le Parti si danno reciprocamente atto, per reciproca chiarezza, che il presente Contratto, redatto sulla base dei contenuti minimi individuati ai sensi dell'Articolo 2 comma 6 della Legge n. 3 dell'11 gennaio 2018, è da considerarsi conosciuto ed accettato in ogni sua parte e che non trovano pertanto applicazione le disposizioni di cui agli Articoli 1341 e 1342 del Codice Civile.

The Parties mutually acknowledge, for mutual clarity, that this Contract, drafted on the basis of the minimum contents identified pursuant to Article 2 paragraph 6 of Law No. 3 of January 11, 2018, is to be considered known and accepted in its entirety, and therefore the provisions of Articles 1341 and 1342 of the Civil Code do not apply.

ICE Global Consulting, Inc., per il Promotore/CRO / ICE Global Consulting, Inc., on behalf of the Promoter/CRO:

Il Legale Rappresentante o suo delegato / The Legal Representative or their delegate
Dott. / Dr. Stella Maris Pannuzzi

F i r m a t o d i g i t a l m e n t e i n P A d E S
Firma/Signature Digitally Signed in PAdES
27 May 2025 / 27 maggio 2025

Per il Centro / For the Site

Prof Massimo Pinzani / Prof Massimo Pinzani
Il Direttore Scientifico / The Scientific Director

Firma / Signature _____

ALLEGATO A – BUDGET	ANNEX A - BUDGET
<u>ONERI E COMPENSI</u>	<u>CHARGES AND FEES</u>
Parte 1 - Oneri fissi e Compenso per paziente coinvolto nella Sperimentazione	Part 1 - Fixed charges and Fees per patient involved in the Trial
Includere, a titolo di esempio le seguenti voci:	Include, by way of example, the following items:
<ul style="list-style-type: none"> Fornitura del/i Medicinale/i Sperimentale/i e/o di ogni altro materiale in sperimentazione o necessario allo svolgimento della stessa affinché non vi sia aggravio di costi a carico del S.S.N. (kit diagnostici, dispositivi medici, <i>etc.</i>). Compenso lordo a paziente coinvolto nello studio: 27.447,92 + IVA (prevedere più compensi per studi che prevedono corrispettivi diversi per ogni braccio di protocollo). Compenso per <i>screening failure</i> e <i>unscheduled visit</i>, nonché per l'eventuale smaltimento del farmaco sperimentale come previsto dall'Articolo 4.6 del Contratto. Compenso per il Centro sperimentale a paziente completato (compenso a paziente coinvolto – overhead aziendale – tutti i costi sostenuti dall'Ente per la sperimentazione)¹: €27.447,92 + IVA (se applicabile). Fasi economiche intermedie (nel caso in cui i pazienti non completino l'iter sperimentale): VEDASI TABELLA DEL BUDGETS 	<ul style="list-style-type: none"> Supply of the Experimental Medicinal Product(s) and/or any other material under investigation or necessary to carry out the Trial, so that there is no increase in costs for the National Health Service (diagnostic kits, medical devices, <i>etc.</i>). Gross payment per patient involved in the study: € 27.447.92 + VAT (include multiple payments for studies that require different payments for each arm of the Protocol). Compensation for <i>screening failure</i> and <i>unscheduled visit</i>, as well as for any disposal of the investigational drug as stipulated in the Article 4.6 of the Contract. Fee for the Site upon completion (Fee per patient involved - company overhead - all costs incurred by the Body for the trial)¹: € 27.447.92 + VAT (if applicable). Intermediate economic phases (in the event that patients do not complete the trial process): SEE BUDGET TABLE
Tutti i costi rimborsabili relativi allo studio, inclusi quelli coperti dal contributo per paziente coinvolto nello studio, non comporteranno aggravio di costi a carico del SSN (<i>e.g.</i>	All the reimbursable costs relating to the study, including those covered by the contribution per patient involved, must not entail any extra costs to be borne by the National

¹ costi amministrativi generali, costi sostenuti dal servizio farmaceutico per la gestione del/dei farmaco/i oggetto della Sperimentazione
 general administrative costs, costs incurred by the pharmaceutical department for the management of the drug(s) undergoing the Trial

<p>non vi sono prestazioni aggiuntive, gli esami strumentali e di laboratorio sono di tipo routinario per i pazienti in studio, oppure gli esami strumentali sono di tipo routinario per i pazienti in studio e quelli di laboratorio verranno effettuati con kit diagnostici oppure gli esami di laboratorio verranno effettuati presso un unico laboratorio centralizzato esterno, a carico del Promotore).</p> <p>Parte 2 – Non applicabile</p> <p>Parte 3 - Indennità per i pazienti/accompagnatori coinvolti nella Sperimentazione:</p> <p>Si fa rinvio al modello “Indennità per i partecipanti alla sperimentazione”, incluso nel dossier della domanda ai sensi del Regolamento (UE) n. 536/2014, da intendersi richiamato nel presente Contratto come sua parte integrante e sostanziale.</p>	<p>Health Service (<i>for example</i>, there are no additional services, the instrumental and laboratory tests are routine for the patients in the study, or the instrumental tests are routine for the patients in the study and the laboratory tests will be carried out with diagnostic kits supplied or the laboratory tests will be carried out at a single centralised external laboratory, at the expenses of the Promoter).</p> <p>Part 2 - Not applicable</p> <p>Part 3 - Allowance for patients/caregivers involved in the Trial:</p> <p>Reference is made to the “Allowance for Investigational Participants” template included in the application file pursuant to Regulation (EU) No. 536/2014, which is to be referred to in this Contract as an integral and substantive part thereof.</p>
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LIQUIDAZIONE E FATTURE

Il compenso deve essere liquidato entro 30 giorni dalla ricezione della fattura.

La fattura deve essere emessa con cadenza prevista mensile secondo quanto maturato nel periodo di riferimento, sulla base di apposita richiesta di emissione fattura da parte del Promotore.

Tutte le fatture devono essere emesse e inoltrate al Promotore al seguente contatto via e-mail:

RVT2301201@iceglobalconsulting.com

Oggetto: Protocollo #/Cognome PI (Centro #2402)

SETTLEMENT AND INVOICES

The payment must be made within 30 days from receipt of the invoice.

The invoice must be issued monthly based on the amounts accrued during the reference period and the request for invoice by the Promoter.

All invoices must be issued to the Sponsor and forwarded to the following contact via email:

RVT2301201@iceglobalconsulting.com

Subject line: Protocol #/PI Last Name (Site #2402)

Tutte le domande relative ai pagamenti possono essere inviate via e-mail a:

Email: RVT2301201@iceglobalconsulting.com

Oggetto: Protocollo #/Cognome PI (Centro #2402)

All payment related queries may be directed/emailed to:

Email: RVT2301201@iceglobalconsulting.com

Subject line: Protocol #/PI Last Name (Site #2402)

Le fatture devono indicare chiaramente quanto segue:

- Nome dello sponsor
- Centro #
- Nome dello Sperimentatore Principale
- Un numero di fattura univoco
- Nome del Beneficiario
- Dettagli sulla rimessa
- Telefono o indirizzo e-mail per domande sulla fattura
- Numero di protocollo
- Nome della sperimentazione
- Descrizione degli elementi
- Totale della fattura e valuta
- Documentazione di supporto (ad es. fatture di terzi, ricevute)

Invoices should clearly identify the following:

- Sponsor name
- Site #
- Principal Investigator Name
- A unique invoice number
- Payee Name
- Remittance Details
- Telephone or email address for invoice questions
- Protocol Number
- Trial Name
- Description of Items
- Invoice total and currency
- Supporting Documentation (i.e., third-party invoices, receipts)

TERMINI DI PAGAMENTO

I pagamenti relativi a ciascuna visita e/o procedura per ciascun soggetto della Sperimentazione saranno effettuati mensilmente e saranno subordinati al corretto e accurato inserimento dei dati dei moduli di segnalazione dei casi ("CRF") nel sistema di acquisizione elettronica dei dati (EDC) da parte dell'Ente e/o dello Sperimentatore Principale. I pagamenti saranno effettuati per il lavoro effettivamente svolto in conformità al Budget. Per ogni pagamento, compresi eventuali Screen Failure (come definiti di seguito) che possono essere pagati in base ai termini del presente Contratto, al Beneficiario sarà corrisposto l'importo totale guadagnato, meno il 10% di

PAYMENT TERMS

Payments related to each visit and/or procedure for each Trial subject will be made monthly and subject to Case Report Forms ("CRF") data properly and accurately entered into the Electronic Data Capture system (EDC) by Institution and/or Principal Investigator. Payments will be made for actual work performed in accordance with the Budget. For each payment, including any Screen Failures (as defined below) that may be payable under the terms of this Agreement, Payee will be paid the total amount earned, less 10% holdback which will be paid as described in the Final Payment Section below (the "Final Payment"). All queries must be resolved within five (5) business days of

trattenuta che sarà pagato come descritto nella Sezione Pagamento Finale di seguito (il "Pagamento Finale"). Tutte le richieste devono essere risolte entro cinque (5) giorni lavorativi dal ricevimento da parte dell'Ente e/o dello Sperimentatore Principale in qualsiasi momento della Sperimentazione o come altrimenti specificato nel Protocollo, nel qual caso prevarranno i termini del Protocollo. Nel caso in cui un Beneficiario abbia ricevuto pagamenti in eccesso rispetto a quanto dovuto dal Promotore, tale pagamento in eccesso sarà accreditato sul successivo pagamento effettuato. Il beneficiario deve presentare le fatture finali entro novanta (90) giorni di calendario dalla visita di chiusura della Sperimentazione presso l'Ente. Eventuali fatture ricevute successivamente non potranno essere pagate. Il beneficiario avrà sessanta (60) giorni di calendario dal ricevimento del pagamento finale per contestare eventuali discrepanze nei pagamenti o pagamenti mancanti.

PAGAMENTO FINALE

Il pagamento finale per ogni soggetto della Sperimentazione, così come il 10% di trattenuta su tutti i pagamenti precedenti, sarà effettuato dopo il completamento della visita di chiusura della Sperimentazione ed entro quarantacinque (45) giorni dal completamento soddisfacente di tutte le azioni, tra cui, ma non solo, le seguenti: (1) verifica finale del Budget; (2) restituzione al Promotore di tutte le attrezzature fornite all'Ente in relazione alla Sperimentazione in buone condizioni, fatta salva la normale usura; e (3) risoluzione di tutte le domande sui dati della Sperimentazione con soddisfazione del Promotore. La verifica di tutti i pagamenti dovuti a qualsiasi Parte deve essere effettuata per iscritto e presentata dall'Ente in conformità al presente Allegato A

receipt by Institution and/or Principal Investigator any time during the Trial or as otherwise specified in the Protocol, in which case the terms of the Protocol shall control. In the event, that a Payee has received payments in excess of what is owed by Sponsor, such overpayment will be credited against the next payment made to the site. Payee must submit any final invoices within ninety (90) calendar days after the close-out visit of the Trial at the Institution. Any invoices received thereafter may not be paid. Payee will have sixty (60) calendar days after receipt of the Final Payment to dispute any payment discrepancies or missing payments.

FINAL PAYMENT

The final payment for each Trial subject, as well as the 10% hold back from all previous payments, will be made after the completion of the Trial closeout visit and within forty-five (45) days of satisfactory completion of all action items including, but not limited to, the following: (1) final budget reconciliation; (2) return to Sponsor of all equipment provided to Institution in connection with the Trial in good condition, normal wear and tear excepted; and (3) resolution of all Trial Data queries to Sponsor's satisfaction. Reconciliation of any and all payments due to any party must be in writing and submitted by Institution in accordance with this Annex A no later than ninety (90) days after the Trial closeout visit. Sponsor shall be entitled to withhold the final Site Payment until the action items

entro novanta (90) giorni dalla visita di chiusura della Sperimentazione. Il Promotore avrà il diritto di trattenere il pagamento finale del Centro di Sperimentazione fino al completamento delle azioni sopra descritte. Per chiarezza, il Promotore è il debitore finale di tutti i pagamenti dovuti ai sensi del presente Contratto e l'ICE Global non sarà obbligata a effettuare i pagamenti ai sensi del presente Contratto senza aver ricevuto dal Promotore fondi adeguati allo scopo di effettuare tali pagamenti.

COMUNICAZIONI

Le informazioni di contatto del Centro per le comunicazioni relative alle Fatture sono incluse di seguito:

Nome: Giovanna Russelli

Dipartimento: Ufficio Ricerca

Numero di telefono: 0912192111

Indirizzo e-mail: grusselli@ismett.edu

Destinatario del rapporto di pagamento

Nome: Alessandro Pucci

Numero di telefono: 0912192111

Indirizzo e-mail: apucci@ismett.edu

described above have been completed. For clarity, Sponsor is the ultimate obligor on all payments due under this Agreement and ICE Global shall not be obligated to make payments under this Agreement absent having received adequate funds from Sponsor for the purpose of making such payments.

COMMUNICATIONS

Site contact information for communications regarding Invoices is included below:

Name: Giovanna Russelli

Title/Department: Ufficio Ricerca

Phone Number: 0912192111

Email Address: grusselli@ismett.edu

Payment Remittance Report Recipient

Name: Alessandro Pucci

Phone #: 0912192111

E-mail: apucci@ismett.edu

BUDGET TABLE / TABELLA DEL BUDGET

	Unit Cost	Screening (Days)	Part 1: Placebo-Controlled Treatment Period												ESD/VEG S +	Part 2: Extension Period (Week 25 through End of Study)												
			Baseline/Vi ¹	V2	V3	V4	V5	V6	V7	V8	V9	V10	V11	V12		V13/Bus allele	V14	V15	V16	V17	V18	V19	V20	V21	V22	V23		
Study Week (end of week)	-	-	1	2	3	4	5	6	8	12	16	20	24	-	25	26	27	28	29	30	32	40	48	52				
Study Day	-42 to -1	1	8	15	22	29	36	43	57	85	113	141	169	176	177	184	191	198	205	212	226	282	338	366				
Visit Window (Days)		±1	±1	±1	±1	±3	±1	±3	±3	±3	±3	±3	±3	±1	±1	±1	±1	±3	±5	±1	±7	±7	±7	±7				
PROCEDURE COSTS																												
Informed consent	€ 60.00	€ 60.00																										
Inclusion/Exclusion criteria	€ 27.00	€ 27.00	€ 27.00																									
Medical and surgical history / demographics/ disease history review	€ 50.00	€ 50.00																										
High Resolution Computed Tomography (HRCT), thorax, chest, lung includes interpretation and report	INV	INV																										
High-resolution CT scan (FR) w/ contrast includes interpretation and report *	INV	INV												INV														
Chest X-ray (PA and lateral) includes interpretation and report *	€ 75.00	INV												€ 80.00	€ 80.00					€ 80.00			€ 80.00	€ 80.00	€ 80.00			
Concomitant medications & procedures review	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00			
Adverse event assessment	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00			
Complete Physical Exam includes height, weight, neurologic function, and vitals (if/when applicable)	€ 97.00	€ 97.00											€ 97.00		€ 97.00													
Focused Physical Exam includes weight and vitals (if/when applicable)	€ 80.00	INV				€ 80.00				€ 80.00	€ 80.00		€ 80.00	€ 80.00						€ 80.00			€ 80.00	€ 80.00	€ 80.00			
Vital Signs *	€ 22.00	€ 44.00	€ 110.00		€ 88.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00	€ 44.00				€ 88.00			€ 44.00	€ 44.00	€ 44.00			
Pulse oximetry (SpO2)	€ 18.00	€ 36.00	€ 90.00		€ 72.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00	€ 36.00				€ 72.00			€ 36.00	€ 36.00	€ 36.00			
12-lead ECG	€ 50.00	€ 50.00	INV							€ 50.00				€ 50.00											€ 50.00			
Randomization	€ 31.00	€ 31.00																										
Night time cannulation including measurement(s) of oxygen saturation and cardiac output includes interpretation and report *	€ 5,489.00	INV								€ 5,489.00				€ 5,489.00														
Echocardiogram includes interpretation and report	€ 98.00	€ 98.00								€ 98.00				€ 98.00											€ 98.00			
Pulmonary function testing - PVC, FEV1, FEV1/FVC and TLC includes interpretation and report	€ 59.00	€ 59.00								€ 59.00				€ 59.00										€ 59.00	€ 59.00			
DLCO: Diffusion capacity of the lungs for carbon monoxide includes interpretation and report	€ 108.00	€ 108.00								€ 108.00				€ 108.00	€ 108.00									€ 108.00	€ 108.00			
5 minute Walk Test (5MWT) (6-MWT) *	€ 25.00	€ 25.00	€ 25.00		€ 25.00				€ 25.00	€ 25.00	€ 25.00	€ 25.00	€ 25.00	€ 25.00	€ 25.00				€ 25.00				€ 25.00	€ 25.00	€ 25.00			
WHO Functional Classification Scale	€ 24.00		€ 24.00							€ 24.00				€ 24.00										€ 24.00	€ 24.00			
Borg Dyspnea Rating Scale	€ 58.00	€ 116.00	€ 116.00		€ 116.00				€ 116.00	€ 116.00	€ 116.00	€ 116.00	€ 116.00	€ 116.00	€ 116.00				€ 116.00				€ 116.00	€ 116.00	€ 116.00			
PRISM	€ 23.00		€ 23.00						€ 23.00					€ 23.00					€ 23.00				€ 23.00		€ 23.00			
PGI-S	€ 13.00		€ 13.00						€ 13.00					€ 13.00					€ 13.00				€ 13.00	€ 13.00	€ 13.00			
PGI-C	€ 9.00		€ 9.00						€ 9.00					€ 9.00					€ 9.00				€ 9.00	€ 9.00	€ 9.00			
Cough Severity Visual Analog Scale	€ 21.00		€ 21.00						€ 21.00					€ 21.00					€ 21.00				€ 21.00	€ 21.00	€ 21.00			
emHaze-10	€ 22.00		€ 22.00						€ 22.00					€ 22.00					€ 22.00				€ 22.00	€ 22.00	€ 22.00			
Use Lab: Urinal pregnancy test, by visual color comparison methods *																												
Central Lab: Serum Pregnancy (WOCBP Only), FSH (WOCBP Only), Hematology, Chemistry, Coagulation, HIV Testing, and Viral Hepatitis Testing includes lab handling and shipping	€ 35.00	€ 35.00	INV						€ 35.00	€ 35.00	€ 35.00	€ 35.00	€ 35.00	€ 35.00	€ 35.00				€ 35.00				€ 35.00	€ 35.00	€ 35.00			
Central Lab: Urinary Stopping lab handling and shipping	€ 16.00	€ 16.00	INV						€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00				€ 16.00				€ 16.00	€ 16.00	€ 16.00			
Central Lab: N-terminal pro-brain natriuretic peptide blood samples (Collection Only)	€ 16.00								€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00				€ 16.00				€ 16.00	€ 16.00	€ 16.00			
Central Lab: PK and GMP blood samples (Collection only)	€ 16.00		€ 32.00						€ 32.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00				€ 16.00				€ 16.00	€ 32.00	€ 16.00			
Central Lab: PK and GMP sub-study	INV								INV					INV					INV				INV		INV			
Central Lab: Whole blood samples for UGT1A1 genotyping (Collection Only)	€ 16.00		€ 16.00						€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00	€ 16.00				€ 16.00				€ 16.00	€ 32.00	€ 16.00			
Lab handling and shipping of specimens	€ 29.00		€ 29.00						€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00				€ 29.00				€ 29.00	€ 29.00	€ 29.00			
Telephone Follow-Up (Weekly monitoring of home pulse oximetry, blood pressure and heart rate through 2nd titration period performed according to SOE; study drug administration/concordance check, AE review, concomitant medication review) **	€ 15.00			€ 15.00	€ 15.00	€ 15.00		€ 15.00	€ 15.00							€ 15.00	€ 15.00	€ 15.00				€ 15.00	€ 15.00					
NON-PROCEDURE COSTS																												
Physician's Fee Per Visit	€ 65.00	€ 65.00	€ 65.00		€ 65.00				€ 65.00	€ 65.00	€ 65.00	€ 65.00	€ 65.00	€ 65.00	€ 65.00				€ 65.00				€ 65.00	€ 65.00	€ 65.00			
Study Coordinator Fee Per Visit	€ 52.00	€ 52.00	€ 52.00		€ 52.00	€ 52.00		€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00				€ 52.00	€ 52.00	€ 52.00		€ 52.00	€ 52.00	€ 52.00			
Pharmacy Dispensing	€ 55.00		€ 55.00					€ 55.00	€ 55.00	€ 55.00	€ 55.00	€ 55.00	€ 55.00	€ 55.00	€ 55.00				€ 55.00				€ 55.00	€ 55.00	€ 55.00			
Dispensation of home monitoring equipment/diary instructions	€ 76.00		€ 76.00											€ 76.00														
Study drug accountability/compliance	€ 31.00		€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00				€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00			
Data Entry	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00				€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00			
Total Cost Per Subject Visit	€ 996.00	€ 996.00	€ 1,163.00	€ 1,163.00	€ 1,163.00	€ 804.00	€ 1,163.00	€ 1,163.00	€ 789.00	€ 665.00	€ 6,607.00	€ 630.00	€ 1,039.00	€ 947.00	€ 464.00	€ 1,163.00	€ 1,163.00	€ 767.00	€ 1,163.00	€ 1,163.00	€ 762.00	€ 670.00	€ 652.00	€ 1,116.00				
Overhead Cost	€ 119.36	€ 119.36	€ 2.06	€ 2.06	€ 2.06	€ 128.84	€ 2.06	€ 2.06	€ 232.04	€ 106.44	€ 1,057.72	€ 100.80	€ 1,208.24	€ 119.52	€ 74.24	€ 2.06	€ 2.06	€ 122.72	€ 2.06	€ 2.06	€ 121.92	€ 139.20	€ 104.32	€ 1,174.40				
Total Cost per Visit Including Overhead	€ 1,115.36	€ 1,115.36	€ 1,165.06	€ 1,165.06	€ 1,165.06	€ 932.84	€ 1,165.06	€ 1,165.06	€ 1,021.04	€ 771.44	€ 7,664.72	€ 730.80	€ 1,247.24	€ 1,066.52	€ 538.24	€ 1,165.06	€ 1,165.06	€ 889.72	€ 1,165.06	€ 1,165.06	€ 883.92	€ 794.32	€ 756.32	€ 1,293.40				
* For Participants who discontinue prior to Week 24, an ESDV will occur at least 2 weeks, but no more than 4 weeks, after the last dose of study drug and will serve as a followup safety assessment.																												
** A Safety Follow-Up/EOG Visit will occur at least 2 weeks but no more than 4 weeks after the last study drug administration.																												
* Participants may continue treatment beyond Week 104 with on-site visits every 3 months and phone calls at 6 week intervals between on-site visit as outlined in this Schedule of Assessments. Virtual visits every 6 weeks will be paid the same rate as Week 58. Clinic visits every 3 months will be paid the same rate as Week 64, alternating with the more extensive assessments every 6 months (Week 76 rate).																												
* Remote visits include the following activities: Telephone Follow-Up (Weekly monitoring of home pulse oximetry, blood pressure and heart rate through 2nd titration period performed according to SOE; study drug administration/concordance check, AE review, concomitant medication review) **																												

	Unit Cost	Extension Period - Continued									EOS **	TOTAL
		V24	V25	V26	V27	V28	V29	V30	V31	V32		
		58	64	70	76	82	88	94	100	104 ^		
		-	-	-	-	-	-	-	-	-		
Study Week (end of week)												
Study Day												
Visit Window (Days)		±7	±7	±7	±7	±7	±7	±7	±7	±7		
PROCEDURE COSTS												
Informed consent	€ 60.00											€ 60.00
Inclusion/Exclusion criteria	€ 27.00											€ 54.00
Medical & surgical history / demographics/ disease history review	€ 50.00											€ 50.00
High Resolution Computed Tomography (HRCT), thorax, chest, lung includes interpretation and report ²	INV											€ 0.00
High-resolution CT scan (FRI) w/ contrast includes interpretation and report ³	INV											€ 0.00
Chest X-Ray (PA and lateral) includes interpretation and report ⁴	€ 75.00											€ 75.00
Concomitant medications & procedures review	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 17.00	€ 595.00
Adverse event assessment	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 19.00	€ 665.00
Complete Physical Exam includes height, weight, neurologic function, and vitals (if/when applicable)	€ 97.00										€ 97.00	€ 388.00
Focused Physical Exam includes weight and vitals (if/when applicable)	€ 80.00		€ 80.00		€ 80.00		€ 80.00		€ 80.00	€ 80.00		€ 1,200.00
Vital Signs ⁵	€ 22.00											€ 836.00
Pulse oximetry (SpO2) ⁵	€ 18.00		€ 18.00		€ 18.00		€ 18.00		€ 18.00	€ 18.00	€ 18.00	€ 792.00
12-Lead ECG	€ 50.00									€ 50.00		€ 250.00
Randomization	€ 31.00											€ 31.00
Right heart catheterization including measurement(s) of oxygen saturation and cardiac output includes interpretation and report ⁶	€ 5,489.00											€ 5,489.00
Echocardiogram includes interpretation and report	€ 98.00									€ 98.00	€ 98.00	€ 588.00
Pulmonary function testing - FVC, FEV1, FEV1/FVC and TLC includes interpretation and report	€ 59.00									€ 59.00	€ 59.00	€ 472.00
DLCO: diffusion capacity of the lungs for carbon monoxide includes interpretation and report	€ 108.00									€ 108.00	€ 108.00	€ 864.00
6 Minute Walk Test (6MWT) (6-MWT) ⁷	€ 25.00				€ 25.00					€ 25.00		€ 425.00
WHO Functional Classification Scale	€ 24.00				€ 24.00					€ 24.00		€ 144.00
Borg Dyspnea Rating Scale	€ 58.00				€ 116.00					€ 116.00		€ 1,972.00
PROMIS	€ 23.00				€ 23.00					€ 23.00		€ 207.00
PGI-S	€ 13.00				€ 13.00					€ 13.00		€ 169.00
PGI-C	€ 9.00				€ 9.00					€ 9.00		€ 108.00
Cough Severity Visual Analog Scale	€ 21.00				€ 21.00					€ 21.00		€ 210.00
emPHasis-10	€ 22.00				€ 22.00					€ 22.00		€ 198.00
Local Lab: Urine pregnancy test; by visual color comparison methods ⁹	INV										INV	€ 0.00
Central Lab: Serum Pregnancy (WOCBP Only), FSH (WOCBP Only), Hematology, Chemistry, Coagulation, HIV Testing, and Viral Hepatitis Testing includes lab handling and shipping	€ 35.00				€ 35.00					€ 35.00	€ 35.00	€ 490.00
Central Lab: Urinalysis includes lab handling and shipping	€ 9.00				€ 9.00					€ 9.00	€ 9.00	€ 90.00
Central Lab: N-terminal pro-brain natriuretic peptide blood samples (Collection Only)	€ 16.00											€ 176.00
Central Labs: PK and cGMP blood samples (Collection only)	€ 16.00											€ 240.00
Central Lab: PK/PD sub-study	INV											€ 0.00
Central Lab: Whole blood samples for UGT1A1 genotyping (Collection Only)	€ 16.00											€ 16.00
Lab handling and shipping of specimens	€ 29.00											€ 319.00
Telephone Follow-Up (Weekly monitoring of home pulse oximetry, blood pressure and heart rate through 2nd titration period performed according to SOE; study drug administration/compliance check, AE review, concomitant medication review) ~	€ 15.00	€ 15.00		€ 15.00		€ 15.00		€ 15.00				€ 210.00
NON-PROCEDURE COSTS												
Physician's Fee Per Visit	€ 65.00		€ 65.00		€ 65.00		€ 65.00		€ 65.00	€ 65.00	€ 65.00	€ 1,365.00
Study Coordinator Fee Per Visit	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 52.00	€ 1,820.00
Pharmacy Dispensing	€ 55.00		€ 55.00		€ 55.00		€ 55.00		€ 55.00	€ 55.00		€ 935.00
Dispensation of home monitoring equipment/diary instructions	€ 76.00											€ 152.00
Study drug accountability/compliance	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00	€ 31.00		€ 992.00
Data Entry	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 29.00	€ 1,015.00
Total Cost Per Subject Visit		€ 163.00	€ 366.00	€ 163.00	€ 663.00	€ 163.00	€ 366.00	€ 163.00	€ 366.00	€ 978.00	€ 606.00	€ 23,662.00
Overhead Costs	16%	€ 26.08	€ 58.56	€ 26.08	€ 106.08	€ 26.08	€ 58.56	€ 26.08	€ 58.56	€ 156.48	€ 96.96	€ 3,785.92
Total Cost per Visit including Overhead		€ 189.08	€ 424.56	€ 189.08	€ 769.08	€ 189.08	€ 424.56	€ 189.08	€ 424.56	€ 1,134.48	€ 702.96	€ 27,447.92
*For participants who discontinue prior to Week 24, an ESDV will occur at least 2 weeks, but no more than 4 weeks, after the last dose of study drug and will serve as a follow-up safety assessment.												
** A Safety Follow-up/EOS Visit will occur at least 2 weeks but no more than 4 weeks after the last study drug administration.												
and phone calls at 6 week intervals between on-site visit as outlined in this Schedule of Assessments. Virtual visits every 6 weeks will be paid the same rate as Week 58. Clinic visits every 3 months will be paid the same rate as Week 64, alternating with the more extensive assessments every 6 months (Week 76 rate).												
~ Remote visits include the following activities: Telephone Follow-Up (Weekly monitoring of home pulse oximetry, blood pressure and heart rate through 2nd titration period performed according to SOE; study drug administration/compliance check, AE review, concomitant medication review)												

Part 1 Total Cost Per Visit	€ 16,495.20			
Part 1 + Part 2 Total Cost Per Visit (Week 25 through EOS)	€ 22,415.84			
Part 1 + Part 2 Total Cost Per Visit (Up to Week 104/EOS)	€ 26,349.40			
SITE FEES:	Unit Cost	Overhead	Frequency	Total
Screen Failures ***	€ 996.00	€ 159.36	2	€ 2,310.72
Patient & Caregiver Travel - Scarritt Group (e.g. bus/train/taxi fares/flights/hotels) (if applicable)	Payable in accordance with the ICF	n/a	Payable in accordance with the ICF	Payable in accordance with the ICF
Study Start-Up Fee/Site Set-Up Fee	€ 2,500.00	n/a	One-Time	€ 2,500.00
Local Ethics Committee Fee, IRB Fee	€ 4,095.00	n/a	One-Time	€ 4,095.00
Total for Site Fees				€ 8,905.72
*** Screen Failures will be reimbursed at a rate not to exceed the screening visit total (inclusive of overhead). Study Center to be paid 2 screen fails for every 1 patient randomized. Additional screen failures will be contingent upon prior Sponsor approval.				
CONDITIONAL/INVOICED ITEMS:	Unit Cost	Overhead	Quantity	Total
Informed consent (Sub-study/Optional)	€ 30.00	€ 4.80	Per Occurrence	€ 34.80
High Resolution Computed Tomography (HRCT), thorax, chest, lung includes interpretation and report ²	€ 913.00	€ 146.08	Per Occurrence	€ 1,059.08
High-resolution CT scan (FRI) w/ contrast includes interpretation and report ³	€ 913.00	€ 146.08	Per Occurrence	€ 1,059.08
Chest X-Ray (PA and lateral) includes interpretation and report ⁴	€ 75.00	€ 12.00	Per Occurrence	€ 87.00
Complete Physical Exam includes height, weight, and vitals (if/when applicable)	€ 97.00	€ 15.52	Per Occurrence	€ 112.52
Focused Physical Exam includes weight and vitals (if/when applicable)	€ 80.00	€ 12.80	Per Occurrence	€ 92.80
Vital Signs ⁵	€ 22.00	€ 3.52	Per Occurrence	€ 25.52
12-Lead ECG	€ 50.00	€ 8.00	Per Occurrence	€ 58.00
Right heart catheterization including measurement(s) of oxygen saturation and cardiac output includes interpretation and report ⁶	€ 5,489.00	€ 878.24	Per Occurrence	€ 6,367.24
6 Minute Walk Test (6MWT) (6-MWT) ⁷	€ 25.00	€ 4.00	Per Occurrence	€ 29.00
Local Lab: Serum Pregnancy (WOCBP Only)	€ 14.00	€ 2.24	Per Occurrence	€ 16.24
Local Lab: FSH (WOCBP Only) ⁸	€ 41.00	€ 6.56	Per Occurrence	€ 47.56
Local Lab: Hematology ⁸	€ 25.00	€ 4.00	Per Occurrence	€ 29.00
Local Lab: Chemistry includes Blood urea nitrogen, Creatinine, Glucose, Albumin, Potassium, Sodium, Calcium, Chloride, AST, ALT, ALP, Bicarbonate, Total Bilirubin, Total Protein ⁸	€ 48.00	€ 7.68	Per Occurrence	€ 55.68
Local Lab: Bilirubin; direct ⁸	€ 43.00	€ 6.88	Per Occurrence	€ 49.88
Local Lab: Magnesium ⁸	€ 15.00	€ 2.40	Per Occurrence	€ 17.40
Local Lab: Phosphorus ⁸	€ 7.00	€ 1.12	Per Occurrence	€ 8.12
Local Lab: PT/aPTT/INR ⁸	€ 56.00	€ 8.96	Per Occurrence	€ 64.96
Local Lab: Viral Serology: HIV antigen or antibodies, Hepatitis C antibodies, Hepatitis B core antibodies, Hepatitis B surface antigens ⁸	€ 134.00	€ 21.44	Per Occurrence	€ 155.44
Local Lab: Urinalysis ⁸	€ 16.00	€ 2.56	Per Occurrence	€ 18.56
Local Lab: Urine pregnancy test; by visual color comparison methods ⁹	€ 14.00	€ 2.24	Per Occurrence	€ 16.24
Central Lab: Serum Pregnancy (WOCBP Only), FSH (WOCBP Only), Hematology, Chemistry, Coagulation, HIV Testing, and Viral Hepatitis Testing includes lab handling and shipping	€ 35.00	€ 5.60	Per Occurrence	€ 40.60
Central Lab: PK/PD sub-study (Collection Only)	€ 16.00	€ 2.56	Per Occurrence	€ 18.56
Lab handling and shipping of specimens	€ 29.00	€ 4.64	Per Occurrence	€ 33.64
Telephone Follow-Up (Phone/Video)	€ 15.00	€ 2.40	Per Occurrence	€ 17.40
Data Entry	€ 29.00	€ 4.64	Per Visit	€ 33.64
Unscheduled Visit ¹⁰	INVOICE	INVOICE	INVOICE	For Procedures Actually Completed
Total for Conditional/Invoiced Items				€ 9,547.96
"soc" = standard of care procedure, not reimbursed by Sponsor.; Subject and/or third-party payor responsible for payment.				

¹ Assessments (physical examination, ECG, PFT, DLCO and vital signs) performed within 72 hours before Day 1 do not need to be repeated at Baseline/Day 1. Laboratory assessments (blood chemistry and hematology) do not need to be repeated on Baseline/Day 1 if performed within 7 days prior Baseline/Day 1 to the first dose of study drug. If performed and not considered SOC, Study Center is to be paid upon receipt of invoice for the test performed in the amount not to exceed the total listed in the budget inclusive of overhead.

² An HR-CT scan of the chest will be performed at Screening for ILD assessment. Historical HR-CT scans that are within one year prior to randomization are acceptable. If performed for the study, Study Center is to be paid upon receipt of invoice for the scan performed in the amount not to exceed the total listed in the budget inclusive of overhead.

³ A sub study for FRI will be conducted using HR-CT with IV contrast at select prequalified sites. If applicable, Study Center is to be paid upon receipt of invoice for the scan performed in the amount not to exceed the total listed in the budget inclusive of overhead.

⁴ Chest X-ray is not required if HR-CT scan with/without IV contrast is performed during Screening (i.e., historical scan is not used) or if HR-CT scan with IV contrast is done at Week 16. All study participants will have a chest x-ray at Week 52. If applicable, Study Center to be paid upon receipt of invoice in the amount not to exceed the total listed in the budget inclusive of overhead.

⁵ Vital signs include systolic and diastolic blood pressure, respiratory rate per minute, heart rate per minute, oxygenation by pulse oximetry (SpO₂), and body temperature. During Baseline/Day 1, systolic and diastolic blood pressure, heart rate and SpO₂ are to be collected pre-dose, approximately 30 minutes post-dose, approximately 3 hours post-dose, and optionally at approximately 6 hours post-dose. During the dose titration visits (Week 1 through Week 5), systolic and diastolic blood pressure, heart rate and SpO₂ are to be collected once pre-dose and approximately 3 hours post-dose (+/- 1 hour). On Week 6, systolic and diastolic blood pressure, heart rate and SpO₂ are to be collected once pre-dose. During V13/Baseline for the Extension period, systolic and diastolic blood pressure, heart rate and SpO₂ are to be collected pre-dose, approximately 30 minutes post-dose, and approximately 3 hours post-dose. During the dose titration visits (Week 25 through Week 29), systolic and diastolic blood pressure, heart rate and SpO₂ are to be collected pre-dose and approximately 3 hours post-dose. On Week 30, systolic and diastolic blood pressure, heart rate and SpO₂ are to be collected once pre-dose. On visits with 6MWT, vital signs should be collected prior to and after the 6MWT. Study Center is to be paid upon receipt of invoice in the amount not to exceed the total listed in the budget inclusive of overhead.

⁶ The Baseline RHC should be performed ≤ 6 weeks prior to randomization. An RHC performed within 3 months prior to randomization is acceptable (except for participants on PDE5 inhibitors for the treatment of PH) if performed to outlined specifications and the data are available for central review of eligibility (refer to RHC Operating Manual). Every attempt should be made to have all other screening assessments completed before Baseline RHC is performed. RHC at Week 16 should be performed approximately 2-3 hours post-dose. If applicable, Study Center to be reimbursed upon receipt of invoice in the amount not to exceed the total listed in the budget inclusive of overhead.

⁷ For any participant with a > 15% decrease from baseline in 6MWD at a given visit, the 6MWT should be repeated at least 4 hours apart but no more than 7 days apart. Study Center to be reimbursed upon receipt of invoice for the assessment completed in the amount not to exceed the total listed in the budget inclusive of overhead.

⁸ Labs (Hematology, Chemistry, Serum Pregnancy, Coagulation, etc.) should be performed centrally. However, the Study Center may use a local lab if an expedited turnaround is required for patient safety and/or to repeat tests for eligibility.

⁹ Females of childbearing potential will perform monthly urine pregnancy tests at home or on-site (if visit is on-site). If the urine pregnancy test is positive or cannot be confirmed as negative, a serum pregnancy test is required. Urine pregnancy tests should be repeated, if needed, during the study

¹⁰ In the event of an unscheduled visit, the unscheduled visit will be paid based on actual procedures performed.

**ALLEGATO B – GLOSSARIO RELATIVO ALLA PROTEZIONE
DEI DATI PERSONALI**

(terminologia riferita al GDPR – Regolamento UE n.
2016/679 – ed alle norme attuative italiane)

- **Dato personale** – qualsiasi informazione riguardante una persona fisica identificata o identificabile (“interessato”); si considera identificabile la persona fisica che può essere identificata, direttamente o indirettamente, con particolare riferimento a un identificativo come il nome, un numero di identificazione, dati relativi all’ubicazione, un identificativo online o a uno o più elementi caratteristici della sua identità fisica, fisiologica, genetica, psichica, economica, culturale o sociale;
- **Trattamento** – qualsiasi operazione o insieme di operazioni, compiute con o senza l’ausilio di processi automatizzati e applicate a dati personali o insiemi di dati personali, come la raccolta, la registrazione, l’organizzazione, la strutturazione, la conservazione, l’adattamento o la modifica, l’estrazione, la consultazione, l’uso, la comunicazione mediante trasmissione, diffusione o qualsiasi altra forma di messa a disposizione, il raffronto o l’interconnessione, la limitazione, la cancellazione o la distruzione;
- **Pseudonimizzazione** – il trattamento dei dati personali tale che i dati non possano più essere attribuiti a un interessato specifico senza l’utilizzo di informazioni aggiuntive, a condizione che tali informazioni aggiuntive siano conservate separatamente e soggette a misure tecniche e

**ANNEX B - GLOSSARY CONCERNING THE PROTECTION OF
PERSONAL DATA**

(terminology referring to the GDPR - EU Regulation No.
2016/679 - and the Italian implementing regulations)

- **Personal data** means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is someone who can be identified, directly or indirectly, by reference in particular to an identifier, such as a name, identification number, location data, online identifier or one or more factors specific to physical, physiological, genetic, mental, economic, cultural or social identity;
- **Processing** - any operation or set of operations, carried out with or without the aid of automated processes and applied to personal data or sets of personal data, such as the collection, registration, organization, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of provision, comparison or interconnection, limitation, cancellation or destruction;
- **Pseudonymization** - the processing of personal data in such a manner that the personal data can no longer be assigned to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organizational measures to

<p>organizzative intese a garantire che tali dati personali non siano attribuiti a una persona fisica identificata o identificabile;</p> <ul style="list-style-type: none"> • Interessato – la persona fisica cui si riferiscono i dati personali (Articolo 4 n. 1 del GDPR); • Titolare del trattamento – la persona fisica o giuridica, l'autorità pubblica, il servizio o altro organismo che, singolarmente o insieme ad altri, determina le finalità e i mezzi del trattamento di dati personali; quando le finalità e i mezzi di tale trattamento sono determinati dal diritto dell'Unione o degli Stati membri, il titolare del trattamento o i criteri specifici applicabili alla sua designazione possono essere stabiliti dal diritto dell'Unione o degli Stati membri (Articolo 4 n. 7 del GDPR); • Responsabile del trattamento – la persona fisica o giuridica, l'autorità pubblica, il servizio o altro organismo che tratta dati personali per conto del titolare del trattamento (Articolo 4 n. 8 del GDPR); • Altri soggetti che trattano dati personali – le persone autorizzate al trattamento dei dati personali sotto l'autorità diretta del Titolare o del Responsabile (Articoli 28, n. 3, lettera b, 29 e 32, n. 4 del GDPR), ivi incluse quindi le persone fisiche alle quali il Titolare o il Responsabile abbiano attribuito specifici compiti e funzioni connessi al trattamento, che operano sotto l'autorità del Titolare e nell'ambito dell'assetto organizzativo, ai sensi dell'Articolo 2-<i>quaterdecies</i> del D.Lgs. n. 196/2003 così come modificato dal D.Lgs. n. 101/2018; • Consenso dell'interessato – qualsiasi manifestazione di volontà libera, specifica, 	<p>ensure that the personal data are not assigned to an identified or identifiable individual;</p> <ul style="list-style-type: none"> • Data Subject - the natural person to whom the personal data refer (Article 4 No. 1 of the GDPR); • Data Controller - the natural or legal person, the public authority, the service or other body which, individually or together with others, determines the aims and the means of processing personal data; when the aims and means of such processing are determined according to the rights of the European Union or of its Member States, the Data Manager or the specific criteria applicable for their designation may be established according to the rights of the European Union or Member States (Article 4 No. 7 GDPR); • Data Processor - a natural or legal person, public authority, service or other body which processes personal data on behalf of the Data Controller (Article 4 No. 8 GDPR); • Other persons who process personal data - the persons authorized to process personal data under the direct authority of the Data Controller or Data Processor (Articles 28(3)(b), 29 and 32(4) GDPR), thus including natural persons to whom the Data Controller or the Data Processor has assigned specific tasks and functions related to the processing, operating under the authority of the Data Controller and within the organizational structure, pursuant to Article 2 <i>quaterdecies</i> of Legislative Decree No. 196/2003, as amended by Legislative Decree No. 101/2018; • Consent of the Data Subject - any freely given, specific, informed and unambiguous indication of
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<p>informata e inequivocabile dell'interessato, con la quale lo stesso manifesta il proprio assenso, mediante dichiarazione o azione positiva inequivocabile, che i dati personali che lo riguardano siano oggetto di trattamento;</p> <ul style="list-style-type: none"> • Violazione dei dati personali – la violazione di sicurezza che comporta accidentalmente o in modo illecito la distruzione, la perdita, la modifica, la divulgazione non autorizzata o l'accesso ai dati personali trasmessi, conservati o comunque trattati; • Dati relativi alla salute – i dati personali attinenti alla salute fisica o mentale di una persona fisica, compresa la prestazione di servizi di assistenza sanitaria, che rivelano informazioni relative al suo stato di salute; • Dati genetici – i dati personali relativi alle caratteristiche genetiche ereditarie o acquisite di una persona fisica che forniscono informazioni univoche sulla fisiologia o sulla salute di detta persona fisica, e che risultano in particolare dall'analisi di un campione biologico della persona fisica in questione; • Campione biologico – ogni campione di materiale biologico da cui possano essere estratti dati genetici caratteristici di un individuo; • Sponsor/Promotore – la persona, società, istituzione oppure organismo che si assume la responsabilità di avviare, gestire e/o finanziare una sperimentazione clinica; • CRO – organizzazione di ricerca a Contratto alla quale lo sponsor può affidare una parte o tutte le proprie competenze in tema di sperimentazione clinica; 	<p>the data subject's wishes by which they, by a statement or a clear affirmative action, signify contract to the processing of personal data regarding them;</p> <ul style="list-style-type: none"> • Personal Data Breach - any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed; • Health Data - personal data pertaining to the physical or mental health of a natural person, individual including the provision of healthcare services, which reveal information about their state of health; • Genetic Data - personal data relating to the hereditary genetic or acquired characteristics of a natural person which provide unequivocal information about the physiology or health of that natural person and which, in particular, derive from the testing of a biological sample from the natural person concerned; • Biological sample - any sample of biological material from which the characteristic genetic data of an individual can be extracted; • Sponsor/Promoter - the person, company, entity or organization that assumes responsibility for initiating, managing and/or financing a clinical trial; • CRO – the contractual research organization to which the sponsor may entrust all or part of its competencies relating to clinical trials;
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<ul style="list-style-type: none"> • Monitor – il responsabile del monitoraggio della Sperimentazione individuato dallo sponsor/CRO; • Auditor – il responsabile della esecuzione della verifica sulla conduzione della Sperimentazione, come parte integrante della assicurazione di qualità, individuato dallo sponsor/CRO. 	<ul style="list-style-type: none"> • Monitor - the person responsible for monitoring the Trial identified by the sponsor/CRO; • Auditor - the person responsible for carrying out the audit on the conduct of the Trial, as an integral part of quality assurance, and nominated by the sponsor/CRO.
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Standard Contractual Clauses

These standard contractual clauses (hereinafter, 'Clauses') are entered into as of the Clauses Effective Date by and between:

(1) **Pulmovant, Inc.**, a Delaware corporation, with offices at 303 Wyman St., Suite 300, Waltham, MA 02451, USA ("Sponsor"); and (2) **IRRCs Istituto Mediterraneo per i Trapianti e Terapie ad Alta Specializzazione S.r.l.** ("ISMETT" or the "Institution"), and **UPMC Italy S.r.l.** ("UPMCI"), with offices at Via Discesa dei Giudici 4, 90133 Palermo, Italia (ISMETT and UPMCI together as "Joint Controllers"), hereinafter referred to as also individually "Party" or jointly "Parties".

Sponsor and Institution have entered into the clinical trial agreement under the Sponsor protocol number RVT-2301-201, titled "A Phase 2, Randomized, Placebo-Controlled Trial to Assess the Efficacy and Safety of Moslicigat in Participants with Pulmonary Hypertension Associated with Interstitial Lung Disease" (the "Study"), involving the Processing of certain Personal Data (the "Agreement").

These Clauses, including the Annexes herein, are incorporated into and form part of the Agreement.

Module 1

(a) SECTION 1

(b) Clause 1

Purpose and scope

(c) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)² for the transfer of personal data to a third country.

(d) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(e) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(f) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

² Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

(g) Clause 2

Effect and invariability of the Clauses

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

(h) Clause 3

Third-party beneficiaries

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8.5 (e) and Clause 8.9(b);
 - (iii) Clause 12(a) and (d);
 - (iv) Clause 13;
 - (v) Clause 15.1(c), (d) and (e);
 - (vi) Clause 16(e);
 - (vii) Clause 18(a) and (b).
 - (viii) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

(i) Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

(j) Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

(k) Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

(l) Clause 7

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

(m) SECTION II – OBLIGATIONS OF THE PARTIES

(n) Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (a) where it has obtained the data subject's prior consent;
- (b) where necessary for the establishment, exercise, or defence of legal claims in the context of specific administrative, regulatory, or judicial proceedings; or
- (c) where necessary in order to protect the vital interests of the data subject or of another natural person.

8.2 Transparency

- (a) In order to enable data subjects to exercise their rights pursuant to Clause 10 effectively, the data importer shall inform them, either directly or through the data exporter:
 - (i) of its identity and contact details;
 - (ii) of the categories of personal data processed;
 - (iii) of the right to obtain a copy of these Clauses;
 - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.

- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.
- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.3 Accuracy and data minimisation

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant, and limited to what is necessary in relation to the purpose(s) of processing.

8.4 Storage limitation

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation³ of the data and all back-ups at the end of the retention period.

8.5 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter 'personal data breach'). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

³ This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall, without undue delay, notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

8.6 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter 'sensitive data'), the data importer shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union⁴ (in the same country as the data importer or in another third country, hereinafter 'onward transfer') unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (a) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (b) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (c) the third party enters into a binding instrument with the data importer, ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (d) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (e) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (f) where none of the other conditions applies, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, particularly purpose limitation.

8.8 Processing under the authority of the data importer

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

8.9 Documentation and compliance

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

(o) Clause 9

Use of sub-processors

[INTENTIONALLY OMITTED]

(p) Clause 10

⁴ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein, and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

Data subject rights

- (a) The data importer, where relevant, with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request.⁵ The data importer shall take appropriate measures to facilitate such enquiries, requests, and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject, the data importer shall, free of charge:
- (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);
 - (ii) rectify inaccurate or incomplete data concerning the data subject;
 - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter 'automated decision'), which would produce legal effects concerning the data subject or similarly significantly affect him/her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject's rights and legitimate interests. In this case, the data importer shall, where necessary, in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
 - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view, and obtain review by a human being.

⁵ That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee, taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject's request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject's request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.

(q) Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

(r) Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable, and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

(s) Clause 13

Supervision

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

(t) SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

(u) Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679 are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

- (ii) the laws and practices of the third country of destination – including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer and the applicable limitations and safeguards;⁶
 - (iii) any relevant contractual, technical, or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it is considered that no appropriate safeguards for such transfer can be ensured or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

(v) *Clause 15*

Obligations of the data importer in case of access by public authorities

⁶ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them at the request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, *etc.*).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular, whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also be made available to the competent supervisory authority upon request.

- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure based on a reasonable interpretation of the request.

(w) SECTION IV – FINAL PROVISIONS

(x) Clause 16

Non-compliance with the Clauses and termination

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b), and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall, at the choice of the data exporter, immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

(y) Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Italy.

(z) Clause 18

Choice of forum and jurisdiction

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Italy.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

[Signatures Follow]

IN WITNESS WHEREOF, these Clauses are entered into and become a binding part of the Agreement with effect from the Agreement effective date ("Clauses Effective Date").

Signed by ICE Global Consulting, Inc. for and on behalf of Sponsor	<div>Stella Maris Pannuzzi</div> <div>Title: / Titolo: Contracts Associate</div> <div>F i r m a t o d i g i t a l m e n t e i n P A d E S</div> <div>D i g i t a l l y S i g n e d i n P A d E S</div> <div>.....</div> <div>27 May 2025 / 27 maggio 2025</div>
Signed by Prof. Massimo Pinzani for and on behalf of IRRCs Istituto Mediterraneo per i Trapianti e Terapie ad Alta Specializzazione S.r.l.	<div>Prof. Massimo Pinzani</div> <div>.....</div>
Signed by Dott. Angelo Luca for and on behalf of UPMC Italy S.r.l.	<div>Dott. Angelo Luca</div> <div>.....</div> <div>[SIGNATURE OF UPMCI, JOINT CONTROLLER]</div>

ANNEX I to the SCCs

Subject Matter and Details of the Data Processing

A. LIST OF PARTIES

Sponsor details

Name:	Pulmovant, Inc.
Address:	As set out in the pre-amble to the Clauses
Contact Details:	e-Mail: sar@thedpo.co.uk
Sponsor Activities:	The transfer of personal data of Clinical Trial personnel and Clinical Trial subjects from data exporter to data importer in the context of the Clinical Trial.
Role:	Controller (data importer)

Institution Details

Name:	IRRCS Istituto Mediterraneo per i Trapianti e Terapie ad Alta Specializzazione S.r.l. UPMC Italy S.r.l. as a Joint Controller
Address:	As set out in the preamble to the Clauses
Contact Details:	dataprotectionofficer@ismett.edu , dpo@upmc.it
Institution Activities:	The transfer of personal data of Clinical Trial personnel and Clinical Trial subjects from data exporter to data importer in the context of the Clinical Trials.
Role:	Controller (data exporter)

B. DESCRIPTION OF TRANSFER

Details of Processing

Subject matter of the Processing:	Personal Data in connection with clinical trial management under the Agreement.
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Categories of Data Subjects:	Study participants, Study Staff (including Principal Investigator) and emergency contacts of Study participants (collectively, the “Data Subjects”)
Categories of Personal Data:	<p>As set out in the Study Protocol, which may include:</p> <p><u>Personal data of the Study Staff, incl. Principal Investigator:</u></p> <ul style="list-style-type: none"> • Name • Previous surnames • Age • Date of Birth • Photographic information • Contact details • Professional contact information • Work experience and professional expertise • Qualifications • Publications • Resumés • Educational background • Performance information • Staff capabilities <p><u>Personal data of the Study Participants:</u></p> <ul style="list-style-type: none"> • Key-coded identifiers • Sex • Height • Weight • Date of birth
Sensitive Categories of Data, and associated additional restrictions/safeguards:	<p><u>Personal data of the Study Staff, incl. Principal Investigator:</u></p> <p>None.</p> <p><u>Personal data of the Study Participants:</u></p> <p>As set out in the Study Protocol, which may include:</p> <ul style="list-style-type: none"> • Racial or ethnic origin

	<ul style="list-style-type: none"> • Physical or mental health or condition • Biometric data and genetic data • Medical records
Additional safeguards for sensitive data:	<ul style="list-style-type: none"> • The key restriction and safeguard applied to the sensitive data of Study Participants is that such categories of sensitive data are only disclosed or made available to the Sponsor as Pseudonymised Data unless and to the limited extent otherwise required in the circumstances due to obligations under applicable laws and regulations (e.g., in relation to a serious adverse event). • In addition, Sponsor does not hold the Pseudonymisation Key(s) relevant to such Pseudonymised Data, which will be held under the control of the Institution in the EEA.
Nature of the Processing:	Collection, storage, analysis, translation, interrogation, and other Processing carried out to fulfil or achieve the Purposes (as defined below).
Purpose of the Processing:	<p>As set out in the Study Protocol, which may include storing, copying, accessing, sharing, and modifying. The Parties will process the Personal Data to perform their obligations under the Agreement and the Study Protocol, which may include:</p> <ul style="list-style-type: none"> • Processing Personal Data in connection with clinical trial management under the Agreement. • Complying with legal or regulatory requirements, judicial process, and Sponsor policies. • Processing for purposes of publication of Study data and results and safety registrations and filing for intellectual property rights. • Scientific research and development. • Aggregation and de-identification.
Duration of Processing / Retention Period:	As set out in the Study Protocol and, in particular, for as long as necessary to fulfil the purpose(s) for which the information was collected, depending on the purpose(s) for which the information was collected, the nature of

	the information, any contractual relationship that may govern the retention of the data, and any legal or regulatory obligations.
Frequency of Transfer:	Continuous for the term of the Agreement.
Purposes of the Transfer:	As set out in the Agreement.
Competent Supervisory Authority:	Italy

ANNEX II to the SCCs

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The data importer applies the following measures to ensure the security of the data:

The following contains the description of the technical and organisational measures implemented by the "data importer" (including any relevant certifications) to ensure an appropriate level of security (TOMS), taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of data subjects:

Pseudonymisation and data minimisation

- 1.1 Personal data is pseudonymised / key-coded whenever directly identifying data is not necessary for data processing
- 1.2 Lists with pseudonyms / key-codes are stored separately from pseudonymised / key-coded data, and access to such lists is restricted

Confidentiality, integrity, availability and resilience of processing systems and services

- 2.1 Internal policies require that personal data is not used for any purpose other than agreed in the contract
- 2.2 (Pseudonymised) Personal data shall not be modified
- 2.3 Personal data received from different clients are processed and stored physically or logically separated to ensure that the data of a specific customer can always be identified
- 2.4 Each computer system runs an up-to-date antivirus / malware protection solution
- 2.5 Regularly backups are performed (daily incremental backup, weekly full backup)
- 2.6 Data carriers are stored in secure areas and an inventory documentation is maintained.
- 2.7 Physical documents containing personal data are placed in a safe or secure environment
- 2.8 (Pseudonymised) Personal data shall not be sent via electronic communication tools such as email

Ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

- 3.1 Data restore tests of backups are performed regularly
- 3.2 A business / IT recovery / continuity strategy is in place
- 3.3 Regular disaster recovery tests are performed

Testing, assessing and evaluating the effectiveness of technical and organisational measures

- 4.1 Security measures are regularly assessed to ensure appropriateness and correct implementation
- 4.2 Regular penetration tests are performed
- 4.3 Tests, audits and assessments are documented

Measures for user identification and authorisation

- 5.1 Authorisation concept for data access is documented and implemented.
- 5.2 Individuals who process personal data are identifiable and formally authorised to do so
- 5.3 Users have a dedicated user ID for authentication against systems user management
- 5.4 Each user has an individual password and no group accounts are used for systems processing personal data

- 5.5 A process is implemented to modify/deactivate user accounts when a user changes job function or leaves the company
- 5.6 Access to applications, files and records are restricted according to a "need-to-know" principle
- 5.7 Computers that are used to process personal data (including remotely) are password-protected after the boot sequence
- 5.8 Computers that are used to process personal data (including remotely) are password-protected when left unattended and password-protected screensavers are enabled

Protection of data during transmission

- 6.1 Personal data in transit is encrypted with a state-of-the-art methodology during transmission from/to third parties and service providers

Protection of data during storage

- 7.1 Backups are created and stored in protected environments
- 7.2 Sensitive personal data at rest is encrypted with a state-of-the-art methodology
- 7.3 Measures are implemented to prevent unauthorised data exports (e.g., interfaces are technically restricted, data loss prevention systems are implemented, *etc.*).

Physical security of locations at which personal data are processed

- 8.1 Written regulations and/or policies are in place regarding admission and access control and obtaining/changing/withdrawing access/admission rights
- 8.2 Access controls are in place to avoid unauthorised access to premises (e.g., electronic access control, registration desk, night guards *etc.*)
- 8.3 Unauthorised admission/access attempts are detected, documented, and followed up.
- 8.4 Video surveillance and/or alarm devices are in place
- 8.5 Personnel with access authorisation always need to carry visible IDs, including their photo
- 8.6 Visitors and personnel without access authorisation are always accompanied
- 8.7 Visitors are registered and need to carry a visitor's ID
- 8.8 Security relevance is defined for premises, locations, buildings, rooms and other areas
- 8.9 Protection measures are implemented, such as automatic closing and locking of doors, locking of all building entrances, windows and doors

Event logging

- 9.1 Users' and administrators' activities (logon, logoff, denial of access, *etc.*) are logged on systems processing personal data
- 9.2 Administrative changes are logged
- 9.3 Regarding the network, operating system and applications, there is a procedure in place for dealing with and documenting incorrect log-in attempts
- 9.4 Logging protocols are securely stored and protected against unauthorised tampering

System configuration, including default configuration

- 10.1 Processes are implemented to prevent the use and installation of unauthorised hardware and/or software in the company's IT infrastructure
- 10.2 Firewalls are in place on network level to prevent unauthorised access to network, operating systems, devices and applications
- 10.3 Demilitarised zones are implemented
- 10.4 Users are automatically deactivated after several failed logins
- 10.5 Expiration of user passwords is implemented
- 10.6 Processes are implemented for rolling out (operating) system, network and application patches and updates and dealing with security gaps
- 10.7 Network infrastructure and configurations as well as changes are documented
- 10.8 Test and productive environments are separated
- 10.9 Operating systems and interfaces are hardened in accordance with state-of-the-art standards.

Internal IT and IT security governance and management

- 11.1 A formal information security management system (ISMS) is implemented
- 11.2 A password policy is in place that prohibits the sharing of passwords, specifies state-of-the-art requirements for password quality and outlines processes after disclosure of a password and the unblocking/resetting of accounts/passwords
- 11.3 Technical measures are implemented to enforce the password policy
- 11.4 Passwords are stored encrypted with state-of-the-art encryption.
- 11.5 Specific measures are implemented to protect central passwords (e.g., administrator, directory (recovery), root passwords) from unauthorised access
- 11.6 Personnel are obliged to obey data security and confidentiality policies
- 11.7 A policy for documenting and implementing system roles and rights is documented and implemented
- 11.8 Data protection and data security responsibilities have been assigned to dedicated individuals
- 11.9 Employees processing personal data are trained in data privacy and security
- 11.10 Data privacy relevant processing activities are assessed to meet legal requirements and documented
- 11.11 (Sub-)processors are selected diligently and in accordance with data privacy and IT Security considerations and requirements

Certification/assurance of processes and products

- 12.1 Audits with respect to internal policies are performed regularly and documented
- 12.2 Audits with respect to technical and organisational security measures are performed regularly and documented

Limited data retention

- 13.1 Retention periods are defined for personal data
- 13.2 Processes are implemented for data deletion according to retention policies
- 13.3 State-of-the-art data deletion processes are implemented ensuring data recovery is not possible

Data portability and erasure

- 14.1 A process is in place to permanently and safely destroy data that is no longer required
- 14.2 A process is in place for secure disposal of documents or data carriers containing personal data
- 14.3 Physical media is destroyed according to DIN 32757 and DIN 66399, respectively, or according to equivalent standards