

PARTNERSHIP AGREEMENT BETWEEN HOLOGIC IBERIA S.L. AND THE FIBAO FOR RESEARCH AND TRAINING ON UTERINE SURGICAL PROCEDURES FOR THE TREATMENT OF PATIENTS SUFFERING FROM HEAVY MENSTRUAL BLEEDING	
C22/038	
In Granada, on June, 1 st , 2022 (“EFFECTIVE DATE”)	
BY AND BETWEEN	
The first party, the trading company	hereinafter, “Hologic”), with address at , and with CIF (Tax ID code)
; and	
The second party, The Andalusian Public Foundation for Biomedical Research in Eastern Andalusia- Alejandro Otero (hereinafter FIBAO) with address at	acting for and on behalf
The third party, the Hospital Universitario Virgen de las Nieves (hereinafter, HUVN) with address at Avda de las Fuerzas Armadas, 2, 18014, Granada,	
The parties, mutually acknowledging that each has sufficient legal capacity, sign this Agreement and, to this effect,	
HEREBY DECLARE	
<p>I. That Hologic is a company dedicated to the development, manufacturing and supply of diagnostic products, imaging systems for medical use and premium surgical products, and that it is interested in partnering with FIBAO on projects related to researching and improving knowledge and skills around Uterine Surgical Procedures for treatment of Heavy Menstrual Bleeding (HMB), as described in Annex A (hereinafter, the “Project”) attached hereto.</p>	
<p>II. That FIBAO is a non-profit legal entity. FIBAO is registered with the Foundation Registry, under number GR/545 and meets the necessary requirements to be included in and benefit from the patronage scheme provided for in Section 16 of Act 49/2002, of 23 December about the Tax System for Non-profit Organizations and Patronage Tax Incentives.. FIBAO purposes are, among others: biomedical, epidemiological, public health and health services research, to lend scientific basis to the health system programmes and policies and to preferentially boost translational research, understood as research aimed at accelerating the transfer of scientific knowledge to clinical practice, in accordance with international recommendations, in the geographical area of Eastern Andalusia,</p>	
<p>III. That FIBAO, through associated healthcare institutions, has valuable experience and expertise in the fields of Uterine Surgical Procedures for treatment of HMB (the “Field of Expertise”) and the use of research and training methodologies.</p>	
CLAUSES	
<p>ONE. The purpose of this Agreement is to set out the terms and conditions for the partnership between Hologic and FIBAO in research and training on Uterine Surgical Procedures for</p>	

treatment of HMB, as detailed in Annex A, under the leadership and supervision of specialists from Hospital Virgen de las Nieves Gynaecology Department.

TWO. FIBAO and Hologic declare that they are willing to implement the Project described in Annex A hereto, to which end they will provide the necessary material and human resources that are specified for the project implementation phase.

THREE. Hologic will make a total financial contribution of €1.200 exclusively for the development of the project based on the financial estimate as detailed in Annex A hereto. This sum will be deposited directly into FIBAO's current account, with IBAN no.

„ within the deadlines defined further on in this section. Of the total contribution destined to the activity, the Foundation will deduct 15% at the time of collection for indirect costs (Overhead), according to the Sixth stipulation, article 1.b of the Agreement dated February 7, 2012 between the Service Andalusian Health Service and the Network of SSPA Research Management Foundations. As well as the needs that could arise within the lines of research and training of UGC of Gynaecology

The contribution has been negotiated according to market conditions and its purpose is to compensate FIBAO for the fair market value of the Project implemented under the Agreement, which does not include any task unrelated to said Project. Hologic will pay this contribution thirty (30) days after receipt of a written payment document specifying the milestones achieved, and subject to approval of said payment document by Hologic.

The parties hereby agree to issue one single payment document for the total financial contribution upon the signing of this agreement as detailed in Annex A.

The partnership will take place in the strictest compliance of current legislation, and taxes will be applied accordingly.

FOUR. Under no circumstance will this agreement signify or justify the existence of an occupational relationship, or relationship of dependence between the parties. FIBAO's liability is limited to the Project described in this Agreement in Annex A.

FIVE. Data protection.

If the implementation of the Project involves the processing of personal data, these will be processed as provided for in Organic Law 3/2018 of 5 December on the Protection of Personal Data and guarantee of digital rights and 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 (GDPR).

SIX. Conflict of interest, Transparency.

FIBAO guarantees, declares and undertakes to: (a) meet all of the commitments described in the applicable national and international anti-corruption laws; (b) guarantee that it has not made nor will make a promise, or offer to make any payment or transfer of anything of value (directly or indirectly) to any (i) person, (ii) corporation, (iii) association, (iv) company, or (v) public body that, acting within their official functions or on their own initiative, are in a position to influence, obtain or retain any business (and/or provide any financial or other advantage) for Hologic by inappropriately performing a public function or business activity for the purpose of or with the

<p>effect of public or commercial bribery, acceptance or acquiescence to extortion, bribery, or any other illegal or improper means of obtaining or retaining business.</p>
<p>FIBAO will notify Hologic immediately if, at any time while this agreement is in force, there are any changes to its circumstances, knowledge and/or awareness, and it is unable to re-enact the previously established guarantees within the established time.</p>
<p>No provision of this Agreement shall, under any circumstances, require Hologic and/or FIBAO to engage in any act or omission that, in their reasonable opinion, would constitute a breach of the Anti-Corruption Commitments.</p>
<p>Hologic and FIBAO hereby declare that this Agreement is not signed with the intention of inducing, influencing or rewarding prescriptions, supplies, purchases, recommendations or past, present or future uses of any product.</p>
<p>SEVEN. Material. Intellectual Property.</p>
<p><u>Material</u> is defined as all materials produced by FIBAO in connection with the Project, including, among others, scripts, notes, forms, PowerPoint slides, audio, video, documents (including but not limited to white papers) and digital or other types of photographs. Any of this Material that FIBAO intends to use in connection with the Project and that directly or indirectly refers to Hologic's products or product ranges, must be used in accordance with the labelling or other literature currently provided by Hologic in relation to these products. FIBAO will provide Hologic with the Material that it will use so that the latter can study it and approve its use.</p>
<p>Hologic holds non-exclusive usage rights over all of the Material generated prior to this Agreement, and that is necessary for the execution of the same. This non-exclusive right that is acknowledged in Hologic's favour in the above statement, will end when this Agreement ceases to be in effect, on September 30th 2022, or at the end of the Project.</p>
<p>EIGHT. Applicable law and jurisdiction</p>
<p>This Agreement is governed by the laws of Spain. For whatsoever resolution of problems that may arise with regard to the performance or interpretation of this Agreement and that cannot be settled amicably between the Parties, both Parties shall submit to the Courts and Tribunals of Granada, expressly waiving any other jurisdictional privilege to which they may be entitled.</p>
<p>NINE. Validity and Dissolution</p>
<p>This Agreement will enter into force with retroactive effect on the Effective Date and will end on September 30th, 2022, or at the end of the Project, unless the Agreement is terminated in accordance with this Clause Nine ("Validity").</p> <p>Either of the parties may dissolve this Agreement immediately by giving written notice in the event of a substantial breach by the other party of any of the terms and conditions of the Agreement. Furthermore, either of the parties may terminate this Agreement for any reason by notifying the other in writing with fifteen (15) days' notice.</p>
<p>TEN. Confidentiality</p>

Confidential information is defined as all information, data, practices and techniques relating to customers, companies and products, including the Services, operations, systems, strategies, IT systems, marketing and intellectual property of Hologic and its subsidiaries, and includes all information that FIBAO develops for Hologic, but does not include information in the public domain (unless it enters the public domain due to a breach by FIBAO of its confidentiality obligations towards Hologic) or information that is legitimately obtained from a third party without a breach of the confidentiality obligations towards Hologic.

FIBAO must preserve the confidentiality of all Confidential Information and do everything possible to prevent its disclosure to any person, except:

- (a) as required by law;
- (b) with prior written consent from Hologic; or
- (c) to insofar as necessary for the proper execution of the Services.

FIBAO must not use the Confidential Information for any purpose that is not to the benefit of Hologic, and must not make any copies of the Confidential Information or record it in any other way, unless this is for the correct execution of the Project.

FIBAO acknowledges that any unauthorised disclosure of the Confidential Information may be damaging to Hologic, and undertakes to compensate Hologic for any loss or damage resulting from such a circumstance.

Upon expiry or dissolution of the Agreement, FIBAO shall return the Confidential Information to Hologic.

The obligations of this clause shall remain in force after the expiry or dissolution of the Agreement.

And in witness whereof, this agreement is signed by the parties in duplicate at the place and on the date stated above.

Hologic Iberia S.L

Date: 01 June 2022

FIBAO

Managing-Director of FIBAO

Date: 01 June 2022

HOSPITAL UNIVERSITARIO VIRGEN DE LAS NIEVES

VºBº Investigador Principal,

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Jefe de Servicio Ginecología, Hospital Virgen de las Nieves

Annex A

Project – Theoretical and practical course on 2nd Generation Endometrial Ablation technique for patients suffering from Heavy Menstrual Bleeding (HMB)

The purpose of this project is to offer gynaecologists from hospitals in Andalucia the opportunity to learn about 2nd generation endometrial ablation techniques for the treatment of women suffering from HMB, under the leadership and supervision of Hospital Virgen de las Nieves Gynaecology Department (Granada).

Project description: gynaecologists under training, in number of 4 to 6, will attend a one-morning session at Hospital Virgen de las Nieves (Granada). This session will consist of 2 parts:

- theoretical part (45'-1h)
- practical part (around 3h), where 3-4 patients will be treated with 2nd generation ablation techniques. In all cases procedures will be performed by gynaecologists members of the Hospital Virgen de las Nieves Gynaecology Department. By no means will gynaecologists under training perform procedures during the session.

Project Duration:

1 day, from 9h to 14h.

Session is planned to take place between June 15th and September 30th, the exact date being fixed taking into account surgical practice planning requirements of Hospital Virgen de las Nieves Gynaecology Department.

Financial estimate: the following material and human resources will be required for the execution of the program:

1: No specific additional resources are required for this project, for patients will be treated under routine surgical practice.

2: Training effort is planned to be compensated with a total sum of €1.200

Estimated Project total: € 1.200