

## GENERAL AGREEMENT

This Agreement, made and entered into by and between:

**Department of Biological, Chemical, and Pharmaceutical Sciences and Technologies (STEBICEF) of University of Palermo**, an academic institution organized and existing under the laws of Italy, with its headquarters located at Viale delle Scienze Ed. 17, 90128, Palermo, Italy, acting on its own behalf and on behalf of University of Palermo.

*Hereinafter indifferently referred to as "STEBICEF" or "Provider"*

*Of the one part,*

*And*

**Dendrogenix S.A.**, a company organized and existing under the laws of Belgium, with its headquarters located at Avenue de l'Hôpital 11 - 4000 Liège, acting on its own behalf.

*Hereinafter indifferently referred to as "Dendrogenix" or "Client"*

*Of the second part,*

*Individually be referred to as "Party" and collectively as the "Parties".*

WHEREAS STEBICEF is the department of Biological, Chemical, and Pharmaceutical Sciences and Technologies, an academic research and development department of University of Palermo in Sicily.

WHEREAS Dendrogenix is a biotechnological company which develops some active compounds in the field of hearing loss, neurodegenerative diseases and oncology.

WHEREAS the Parties approached in order to conclude the present agreement in the terms and in the conditions hereafter and particularly relating to the performance of studies on the interaction between an active ingredient and a biological target, hereinafter described and referred to as the "Program".

### 1. Service Description

The proposed service delivery will be provided by Dr. Angelo Spinello, as assistant professor in general and inorganic chemistry, and will consist of a 2 parts studies which aims are:

#### 1.1. To set up preliminary prediction of the best binding pose of Dendrogenix's active lead compound (DX243) to its receptor P75<sup>NTR</sup>.

This package consists of model preparation and detection of the putative allosteric pockets of the receptor P75<sup>NTR</sup>. Then, docking calculations will be performed on the binding site of the endogenous ligand and the most promising allosteric pockets.

To perform this part 1, an estimated number of 13 hours will be required. The program is scheduled for execution in Provider's facilities in STEBICEF.

## **1.2. To validate the binding pose by molecular dynamics.**

The stability of the best binding poses identified in the previous part 1 will be validated using molecular dynamics (MD) simulations. This could also provide a more refined value of the binding energy.

To perform this part 2, an estimated number of 20 hours will be required. The program is scheduled for execution in Provider's facilities in STEBICEF.

The part 1 and part 2 of the studies forms the entire study ordered (referred to herein as the "Program").

Dr. Angelo Spinello undertakes to inform Dendrogenix of the Program completion.

Within two months of the Program completion, Dr. Angelo Spinello agrees to provide to Dendrogenix a complete and detailed experimental report containing all the results of the Program (2 parts) and the interpretation of the results (referred to herein as the "Deliverables").

## **2. Costs and Timeline**

- To perform the part 1 of the study, an estimated number of 13 hours will be required.
- To perform the part 2 of the study, an estimated number of 20 hours will be required.

Considering an hourly cost of 40 € per working hour, the estimated total amount for 33 hours is 1.320 € (one thousand three hundred and twenty euros)

The total quotation, including the operating costs withheld by the hosting institution (15%), will be of 1.550 € (one thousand five hundred and fifty euros)

The payment of this overall cost will be performed in two times after receipt of the corresponding invoice: firstly, 50% of the amount (775 €) at the signature of this Agreement, and 50% upon receipt of the final report of the study.

All potential costs deviation must be formally pre-approved by the Client to be invoiced.

## **3. Results of the Program**

All the results obtained from this Program performed by University of Palermo/Dr. Angelo Spinello shall be the exclusive property of Dendrogenix.

No license or sublicense shall be implicitly granted as a result of Dendrogenix ordering this Program to University of Palermo/Dr. Angelo Spinello.

## **4. General Terms and Conditions**

The Parties agree to respect all the General Terms and Conditions described in Appendix A and as an integral part of the present agreement.

## **5. Confidentiality**

The Parties shall keep confidential the execution, existence and performance of this Agreement and such elements shall not be disclosed by either Party without the other Party's prior, written agreement. University of Palermo shall not be considered as third party under this Agreement: it shall respect all rules described in this Agreement and agrees to comply with the Mutual Non-disclosure Agreement signed by Dr. Angelo Spinello with effective date on June 24th, 2024.

## 6. Effective Date and Signature Page

This Agreement shall become binding on the parties at the Effective-Date of October 30<sup>th</sup>, 2024 and will last for 1 (one) year, and it is signed by an authorized representative of Dendrogenix SA (Client) and by an authorized representative of the University of Palermo, on behalf of Department of Biological, Chemical, and Pharmaceutical Sciences and Technologies (STEBICEF) and Dr. Angelo Spinello (Provider).

University of Palermo	Dendrogenix S.A.
<p>Prof. Vincenzo Arizza STeBiCeF Director</p> <p><i>Signature and Printed Name of Authorized Representative</i></p>	<p>Stephane Silvente, CEO</p>
<p><b>Dr. Angelo Spinello</b> Department of Biological, Chemical, and Pharmaceutical Sciences and Technologies (STEBICEF)</p>	
<p><i>Signature</i></p>	

## **Appendix A: General Terms and Conditions**

1. **Terms.** Provider shall provide Client the Services under the terms and conditions of the Project described in the above-mentioned Agreement.

2. **Invoicing and Delivery.** Provider shall invoice Client in the amounts and pursuant to the Payment Schedule and Terms set forth in the above-mentioned Agreement. Provider shall provide all deliverables in accordance with the Schedule to the Agreement. and Terms set forth in the above-mentioned Agreement.

3. **Amendment.** Additions to or modifications of the Agreement must be made in writing and signed by both Parties.

4. **Warranty.** Provider warrants that it operates its facilities in compliance with current applicable laws.

5. **Exclusive Information and Technology.** Client will own all data and written reports from the Services. Any patent or other intellectual property right resulting directly from the information provided by Client to Provider as part of the performance of the Services or included as a deliverable in the Agreement will be fully awarded to Client (Services Results).

Provider shall retain a right of use free of charge of all Services Results for non-commercial purposes in research and teaching, in compliance with Sec. 6. Notwithstanding the foregoing, Provider retains ownership of all processes, techniques, know-how that have been or will be developed by Provider during Agreement (all of which will be referred to herein as "Proprietary Technology").

6. **Confidentiality.** The Parties agree to maintain their respective Confidential Information supplied during the project with the highest level of confidentiality, and everything possible will be done to keep the Confidential aspect of the Information.

Furthermore, the Parties agree to comply with the Mutual Non-disclosure Agreement signed between them with effective date on June 24<sup>th</sup>, 2024.

At last, the Parties agree that all communications and publications, particularly of a scientific nature, related to the Confidential Information and/or the results of the Project may not be made by a Party without the prior written consent of the other Party.

In the event of publication or communication concerning the Program, the work carried out, and/or the results obtained, whatever their nature may be, and on any medium whatsoever, the preliminary text relating to such publication or communication shall be submitted for Dendrogenix's written authorisation, thirty (30) days prior to the disclosure of this information, or the submission of said publication's text to the editor, at the latest. Proposals for changes and modifications shall be taken into consideration unless said proposals interfere with the confidentiality or the Client protection of intellectual property rights.

'Confidential Information' means all information, of whatever nature, such as scientific, financial, commercial, economic, technical, legal or any other information, and in whatever form, such as analyses, compilations, studies, proprietary information and ideas, intellectual property rights, trade secrets, know-how, formulations, techniques, methodology, assay systems, formulae, procedures, tests, equipment, clinical protocols, (personal) data, reports, patentable ideas, existing and/or contemplated products and services, costs, profit and margin information, and relationships with customers or suppliers or other tangible or intangible materials, that is provided by one Party or by one

of its Representatives to the other Party, or that Party's Representatives, or otherwise acquired by one Party or its Representatives, during or in the framework of the Discussions, in writing or verbally or electronically, and that is marked or identified, in writing or otherwise, or can otherwise be reasonably considered to qualify, as confidential information. The PARTIES will ensure compliance with the General Data Protection Regulation (EU) No. 2016/679 of April 27, 2016 (GDPR), and any other domestic implementing legislation relating to the processing of the personal data implemented in connection with this AGREEMENT.

**7. Nondisclosure.** For a period of ten (10) years from the Agreement effective date, except to the extent required by law, regulation, judicial requirement, or regulatory agency,

a. Provider will not itself use, or provide or disclose to any third party, any information, data, or documents which were identified by Client as confidential at the time of disclosure to Provider or which were specifically developed or generated by Provider for Client; and

b. Client shall not provide or disclose to any third party, any information or documents which are identified by Provider as confidential at the time of disclosure to Client.

**8. Delivery Schedule; Project Delay.** The scheduled dates for the performance of the Services as set forth in the Agreement represent the best estimate of the timing for the various activities to be performed; however, both Parties agree that unforeseen delays may occur during the performance of the Services. If such delays occur, both Parties will use good faith efforts to minimize the timing disruption to the scope of work.

**9. Retention of Documentation.** All documents such as raw data, documentation, batch records, source documents and reports (collectively, "Documentation") shall be retained by Provider for a period of five (5) years, with the exception of Documentation that supports validations, which will be maintained for the duration of the utilization of the method or process validated. At the end of this period, Provider expressly undertakes to destroy all the Documentation or to send it back to the Client without keeping any copies thereof.

**10. Termination.** Client may terminate activities of the project on thirty (30) days' written notice to Provider, provided that Client shall pay for the cost of Services performed, materials used for the project through the effective date of the cancellation.

**11. Dispute Resolution.**

a. Negotiated Settlement. In the event of a dispute regarding payment or the performance of Services ("Dispute"), the Parties shall endeavor to negotiate in good faith an agreeable solution. If after ten (10) business days following receipt of a Party's written notification of a Dispute such Dispute has not been resolved, the Dispute shall be brought to the attention of the senior management of each Party and such senior manager or his/her designee will negotiate in good faith to define and implement a final resolution. The intent of this Section is to encourage the Parties to work together to resolve any Dispute without having to rely on arbitration or any other legal proceeding. However, nothing in this Section shall prevent or inhibit either Party to institute any other action to resolve such Dispute(s).

b. **Binding Arbitration.** If not resolved in accordance with the preceding paragraph (a), then any controversy or claim arising out of or relating to the Agreement, or the Services performed hereunder, shall be settled under the CEPANI Rules of Arbitration (Brussels) by one or more arbitrators appointed in accordance with such rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The language of the arbitration shall be French and/or English.

12. **Force Majeure.** Provider shall not be liable for any failure to meet its obligations under the Agreement due to any cause beyond Provider's reasonable control, including, without limitation, acts of public enemy, acts of any governmental authority, including governmental laws, ordinances, rules and regulations whether or not valid, acts of God, including hurricanes, floods, epidemics and severe weather, quarantine restrictions, strikes or lockouts, labor disputes or shortages, embargoes, war, riot, malicious acts or damage, accidents, interruption of supplies, equipment malfunction or failure of electrical supply or other utilities.

13. **Entire Agreement.** The Agreement and these Terms and Conditions constitute the entire agreement with respect to the Services to be provided under the Agreement.

14. **Assignment.** Neither Provider nor Client shall assign its rights under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

15. **Survival.** Paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 15 of these Terms and Conditions shall survive the expiration, cancellation, or termination of the Agreement.