NON DISCLOSURE OF INFORMATION AND INTELECTUAL PROPERTY RIGHTS, GENERAL TERMS AND CONDITIONS

1. CONFIDENTIALITY

1.1. Both Parties agree not to disclose, under any circumstances, the scientific, technical and / or business information belonging to the other Party to which they had access within the framework of this Agreement.

1.2. The confidentiality obligation hereinabove mentioned shall not apply if:

- The information was already known by the Party receiving the information prior to the starting of their cooperation, as long as there is evidence of such knowledge.
- The information received is in the public domain or comes into the public domain through means different to an infringement of the confidentiality obligation stated in section above.
- The Party receiving the information obtains the prior consent in writing for its disclosure by the Party disclosing the information.
- The Party has received the information legally from a third party.

1.3. Without prejudice to the foregoing, the Party receiving the confidential information from the other Party may disclose it as a result of an administrative or court order, as long as Party requested to disclose the information has previously notified the other Party and has given the other Party (if possible) the opportunity to oppose to the necessity of such disclosure and/or it has been given the opportunity to request any injunction or protective measure so any confidential information is disclosed only for the purpose of such order.

1.4. Each Party warrants that all its employees shall be obliged to know and maintain the confidentiality obligation stated in the present clause.

2. PREVIOUS KNOWLEDGE OF THE PARTIES

2.1. Each Party will continue to own the Prior Knowledge contributed to the Project that is identified in Annex II. Under this Agreement, none of the Prior Knowledge contributed to the Project is understood to be assigned to the other Party (Precedent Knowledge is understood as all data, technical knowledge or information, whatever its form or nature, tangible or intangible, including all right, such as the rights of industrial and intellectual property belonging to any of the

Parties prior to the entry into force of the Agreement and that is necessary for the execution of the Project or for the exploitation of its results). Each of the Parties grants to the other a non-exclusive license to use the Prior Knowledge only to carry out research tasks within the framework of this Agreement.

3. RESULTS OF THE PROJECT

3.1. Any tangible or intangible product that has been identified as such in the reports referred to in Clause Five, including data, knowledge and information obtained in the Project, whatever their form or nature, whether or not they can be protected, as well as any derived right, including industrial and intellectual property rights will be considered Results of the Project.

3.2. The INTA reserves the right to use the Results obtained during the execution of the Project for the purposes of its own research and teaching under the conditions established in this Agreement, without prejudice to the provisions of the following clauses.

4. INDUSTRIAL AND INTELLECTUAL PROPERTY OF THE RESULTS

4.1. If a potentially useful or marketable result is obtained from the works of the Project, protected or not by an Industrial or Intellectual Property title, the party that obtained it will communicate it to the other party within a maximum period of 3 months by means of a description in writing of the result and / or invention and the identification of the authors or inventors. The delivery of the aforementioned description in writing will be made against certification issued by the other party with the record of its receipt.

4.2. The ownership of the results that are protected or not generated as a consequence of the execution and development of the Project will be of the INTA and of the Company, and to the extent that these results are susceptible to legal protection, both entities will share the preference to request the joint ownership of the Industrial or Intellectual Property Rights related to inventions or other titles that may derive from said results, appearing as inventors / authors those researchers of the INTA and / or of the Company that have contributed intellectually to the obtaining of this results.

4.3. The INTA / Company *(to choose the option negotiated)*[1] authorize the other Party to initiate the necessary steps for the evaluation, preparation and request of the corresponding shared title of Industrial or Intellectual Property. Both Parties will inform each other in writing about the confirmation or not of participating as holders of the corresponding title and will act at all times in a diligent and consensual manner for the execution of the above mentioned actions aimed at the correct protection of the results of the Project within a maximum period three months after receiving the aforementioned description. These previous decisions will be endorsed with the signing of the corresponding joint ownership and rights exploitation agreement, together with the aspects indicated in the Clause SEVENTH.

4.4. In any case, both Parties undertake that these maximum periods may not prejudice or render void the potential request of the corresponding title of Industrial or Intellectual Property. Both Parties will collaborate in the evaluation and drafting of the corresponding title with the own resources that they have or with the external ones that can be contracted and will agree on the request of the corresponding title in writing before their request with the corresponding office. The [authorized entity] will previously inform the other Party in writing of the request for the corresponding legal title.

4.5. The co-ownership of each one of the Parties will be determined based on the intellectual and material contribution of each of the Parties to the Project.

4.6. In the event that one of the parties is not interested in being a co-owner in any of the Project's protected results, the other party may request the corresponding title of property in his own name and cost. Thus, the non-participating party will deliver in writing to the titular party the information and data to its credit and necessary for the protection and commercial exploitation of said results by the party holding the rights.

4.7. If later, once the patent has been requested in the joint ownership of the Company and the INTA, one of the owners decided not to proceed with the procedure or abandon any of the titles already granted, will notify the other party in writing so that it decides to continue or not with the processing of the titles or the maintenance of the same in its own unique name and costs, being enabled between both parties and from said communication a maximum period of 3 months for the correct protection of the same. Thus, the non-continuation of the processing or abandonment mentioned by one party entails

[1] The choice of the party that will be in charge of the management of the patent will be decided according to the technical and professional capacities of each of them.

the transfer of ownership and ownership of said titles to the other party, as well as the delivery in writing of all the information and data available on their part and necessary to the protection and commercial exploitation of said results. In any of the cases and once one of the parties is the sole holder of the corresponding title may freely license it to third parties without any commitment to the other Party.

4.8. In any case, the assigning party will retain a non-exclusive, non-transferable and free license of these results for use in research and teaching.

5. COLLABORATION IN THE PROTECTION OF RESULTS

5.1. Both parties undertake to collaborate to the extent necessary to achieve the effectiveness of the rights recognized in this Agreement. This collaboration includes the obtaining of the signature of the inventors or authors of the investigations in the documents necessary for the processing of the titles of Industrial or Intellectual Property as well as for its extension to other countries when this is decided.

6. PUBLICATION OF RESULTS

6.1. In no case may the result of an investigation susceptible to be protected be published before the deadlines mentioned in Clause Fourth elapse or until the Public Body / Company has taken the necessary measures for its adequate protection

CHOOSE ONE OPTION:

[Option 1.- Freedom of the Public Body for the publication of the results]

INTA may use the partial or final results, in part or in its entirety, for publication or dissemination by any means.

In case of publication or dissemination of results by any of the parties, special reference will always be made to this Agreement. Both publications and patents will always respect the mention of the authors of the work; in the latter they will appear as inventors.

In any case, the name and / or logo of the INTA shall not be used for advertising or commercial purposes by the Company. Any other type of use will require the prior and express authorization in writing of the INTA.

[Option 2.- Limitation of the Public Body to the publication of the results]

The data and reports obtained during the execution of the Project, as well as the final results, will be confidential for the INTA. When the INTA wants to use the partial or final results, in part or in its entirety, for publication or dissemination by any means, it must request the conformity of the Company by means of a reliable communication method addressed to the person in charge of the follow-up of the Project by the Company.

The Company must answer in writing within a maximum period of thirty (30) calendar days, communicating their authorization, reservations or disagreement regarding the information contained in said dissemination. Once said period has elapsed without obtaining a response, it shall be understood that silence is the tacit authorization for its dissemination.

The Company may use the partial or final results, in part or in its entirety, for publication or dissemination. In case of publication or dissemination of results by any of the parties, special reference will always be made to this Agreement. Both publications and patents will always respect the mention of the authors of the work; in the latter they will appear as inventors. In any case, the name and/or logo of the INTA shall not be used for advertising or commercial purposes by the Company. Any other type of use will require the prior and express authorization in writing of the INTA.

7. EXPLOITATION OF RESULTS AND REGULATIONS OF ROYALTIES

7.1. When Previous Knowledge of the INTA is necessary for the exploitation of the results of the Project, the INTA shall grant the Company a non-exclusive and non-transferable license, limited to the exploitation of said results, which shall include an economic consideration additional to that corresponding by the results of the project.

CHOOSE ONE OPTION:

[Option 1.- Shared ownership with exploitation agreement of exclusive rights with the royalties agreed in this Agreement]

Both Parties undertake to sign a joint ownership and rights exploitation agreement, renouncing to the individual exploitation right provided for in article 80.2 of the Spanish Law 24/2015, of July 24, on Patents. By

virtue of this agreement of joint ownership and exploitation of rights, the INTA shall attribute to the Company exclusively the rights of use and exploitation of the shared results that correspond to it, legally protected or not, that have their origin in the research project object of this Agreement. Said joint ownership and exploitation of rights agreement will be signed by both Parties once they have notified in writing their interest to participate as joint owners of the Industrial or Intellectual Property title or that the existence of results mentioned in Clause Tenth and during the indicated maximum period of four months.

In any case, both Parties undertake to subscribe to the aforementioned joint ownership and rights exploitation agreement before applying for the aforementioned title of shared Industrial or Intellectual Property. This agreement will be defined directly by the competent services of the INTA and the Company.

In the aforementioned agreement of co-ownership and exploitation of rights, the parties will stipulate the percentages of ownership of the title of Industrial or Intellectual Property, the appropriate economic considerations to be paid by the Company to the INTA (opting for some or a mixture of the following basic modalities of economic compensation, which will be negotiated in each case directly by the competent services of the INTA and the Company) which will be the following:

A: A fixed amount of [indicate in each case], in a single payment or in several periodically established [indicate the milestones to reach that determine the payments].

B: A fee [indicate in each case] (%) on the net sales that the Company receives from the exploitation, by itself or through third parties, of the results of the project.
C: A fixed amount of [indicate in each case] in a first payment and a fee of [indicate in each case] (%) on the net sales that the Company receives from the exploitation, by itself or through third parties, of the results of the project;

as well as any other aspects related to the framework of commercial use and exploitation of the results, which they considered of interest.

A) The term "net sales" as used in this Agreement shall mean the amount actually invoiced and received by the Company, from its

customers for the sales of the PRODUCT, PROCEDURE or SERVICE originated by the mentioned exploitation rights, after deducting those commercial discounts that have been granted, as well as refunds, discounts and taxes such as VAT and / or others, directly applicable to the sale of the PRODUCT, PROCEDURE or SERVICE,

[Option 2.- Shared ownership with agreement on the exploitation of rights exclusively to agree the royalties in the future]

Both Parties undertake to sign a joint ownership and rights exploitation agreement, renouncing the individual exploitation right provided for in article 80.2 of Spanish Law 24/2015, of July 24, on Patents. By virtue of this agreement of joint ownership and exploitation of rights, the INTA shall attribute to the Company exclusively the rights of use and exploitation of the shared results that correspond to it, legally protected or not, that have their origin in the research project object of this Agreement. In the aforementioned legal document, the Parties will stipulate the percentages of ownership of the patent, the appropriate economic considerations to be paid by the Company to the INTA, as well as any other aspects related to the exploitation framework of the results, which they consider of interest.

In any case, both Parties undertake to sign the aforementioned agreement of ownership and exploitation of rights before applying for the aforementioned title of shared Industrial or Intellectual Property. In the event that this is stated by the Company, said agreement will be defined directly by the competent services of the INTA and of the Company.

7.2. In addition, the Company undertakes by this Agreement to take charge of all costs of application, international extension, concession and maintenance of Industrial or Intellectual Property titles co-owners with the INTA.

7.3. In the event that the aforementioned agreement for the exploitation of rights is terminated in the future, the INTA and the Company may exploit the results of the Project freely by itself or by granting licenses to third parties without any commitment to the other Party.

8. RESPONSIBILITIES ARISING FROM THE EXPLOITATION OF RESULTS

8.1. All the responsibilities arising from the exploitation of the results will be of the Company. The INTA does not assume any responsibility towards third parties

and is totally oblivious to litigation arising from the development, manufacture, distribution and commercial exploitation of the results of the Project.