

Confidential

SEEGENE OVERCOMM PROJECT STUDY AGREEMENT

This Seegene OVERCOMM Project Study Agreement ("**Agreement**") is effective as of JUNE 16, 2020 ("**Effective Date**") by and between:

Seegene, Inc., having a principal place of business at Taewon Bldg., 91, Ogeum-ro, Songpa-gu, Seoul 05548, Korea ("**Seegene**"); and

Department of Clinical and Experimental Medicine of University of Foggia, having a principal place of business at Via Luigi Pinto, 1 Foggia - Italy (the "**Department**").

Seegene and the Department are hereinafter referred to as individual as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Seegene developed Allplex SARS-CoV-2 & RV Essential Assay ("**Seegene Test**");

WHEREAS, the Department has the expertise and personnel skilled in performing the study for Seegene Test;

WHEREAS, Seegene wants the Department to perform the "syndromic testing with Seegene Test" in accordance with the Protocol (as defined in Section 1.1) ("**Study**"); and

WHEREAS, Seegene wants to collect and further process results of Study from the participants of Seegene OVERCOMM Project for scientific or statistic purposes and have outcome of Seegene OVERCOMM Project available to the participants.

NOW, THEREFORE, for valuable consideration, Seegene and the Department agree as follows:

1 PERFORMANCE OF STUDY

1.1 The Department agrees to use all reasonable efforts to perform its respective duties in accordance with the protocol set forth in Exhibit A (the "**Protocol**").

1.2 The Study shall be supervised by prof. Fabio Arena, on behalf of the Department, who shall be the investigator (the "**Investigator**"). The Investigator shall not be changed without Seegene's prior written consent. Seegene will designate a research manager as the liaison to the Investigator to facilitate the Study (the "**Liaison**").

1.3 If applicable, the Department and the Investigator shall be responsible for obtaining the requisite approval of the Protocol set forth in Exhibit A, informed consent documents ("**Informed Consent**"), and trial advertisements, if any, from an Independent Ethics Committee ("**IEC**") or an appropriate Institutional Review Board ("**IRB**") prior to commencing each trial. In the event that the IEC or the IRB requires changes in the Protocol or Informed Consent, such changes shall not be implemented unless and until Seegene is notified and gives its written approval. The Department and the Investigator shall ensure that the Study will be performed in compliance with any and all applicable laws and regulations relating to the Study.

2 PAYMENT

For carrying out the services requested from the Department and, in compliance with the related obligations herein, Seegene shall pay to the Department a total of ten thousand euros (€ 10,000) plus VAT, if due, within thirty (30) days following Seegene's receipt of the relevant invoice from Department, which shall comply with all applicable filing and disclosure requirements with authorities, if any, arising from the payment from Seegene to Department. In addition, The Department shall inform Seegene of any requirements of filing and disclosure or withholding requirements of local taxes, if applicable, from Seegene's end. The Department acknowledges that the Payment is full and complete compensation for the Department's obligations under this

Agreement, and is inclusive of any cost and expense the Department incurs in connection with its performance hereunder (including IEC or IRB, VAT, income taxes, and any applicable other taxes).

3 NO PERSONAL DATA

All patient data provided by the Department to Seegene shall be anonymized, and the Department shall comply with all applicable privacy and data protection laws and regulations.

4 UPLOADING REQUIREMENT

Within thirty (30) days from completion of the Study, the Investigator shall upload the anonymized test results accomplished on the Study as set forth in the Protocol, using Seegene viewer software. Without prior written consent of Seegene, Department is not allowed to use test results of other participants of Seegene OVERCOMM Project.

5 INVENTION

The Department agrees that at all times, Seegene shall have the full and free right to use any invention, discovery or improvement conceived or made during the course of or as a result of the Study done pursuant to this Agreement ("Invention"), without payment of any compensation to the Investigator, the Department, or each inventor thereof for such Invention. As such, the Department hereby grants a perpetual, irrevocable, royalty-free, fully-paid, transferrable, sublicensable, worldwide license for unrestricted use for any purpose to Seegene any and all rights that the Department (including the Investigator and inventor(s)) may have in the Invention and shall cause each inventor including the Investigator to take any and all actions necessary to grant such license to Seegene.

6. MATERIALS FOR STUDY

6.1 Seegene will provide reagents kits and consumables as specified in the Protocol ("Materials") through Liaison. All Materials provided by Seegene to the Department for the Study are Seegene's confidential and proprietary information and assets. The Department agrees to use the Materials only in accordance with this Agreement and not for any other use or purpose without a prior written consent of Seegene. Except as set forth in this Section, no right or license to use the Materials supplied to the Department, either expressed or implied, is granted by Seegene.

6.2 The Department shall take reasonable care to ensure that the Materials are handled to avoid loss or damage. The Department shall keep accurate records of the quantities of Materials used in the Study. At the conclusion of the Study, unless otherwise informed by Seegene in writing, Department shall promptly return any and all remaining and/or unused Materials to Seegene. Seegene may, at its option, direct the Department to supervise and certify lawful and safe destruction of unused Materials.

7 CONFIDENTIALITY

7.1 Subject to Article 5 of this Agreement and to the extent this Section 7.1 does not conflict with Article 5 of this Agreement, all information concerning the Seegene Test, this Agreement, and each Party's operations and activities, including, but not limited to, patent applications, trade secrets, know-how, technology, protocols, manufacturing processes, scientific data, formulations, marketing plans, and test indications, disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") before (in connection with the Study) or during the Term of this Agreement are considered confidential ("**Confidential Information**") and proprietary to the Disclosing Party and shall remain the sole property of said Disclosing Party. The Department shall use any Confidential Information of Seegene solely for the purpose of conducting the Study in accordance with this Agreement and shall not use, directly or indirectly, any Confidential Information in whole or in part for any other purpose whatsoever.

7.2 The Department may disclose such Confidential Information of Seegene only to those of its employees, Investigator and others participating and/or engaged in the Study (the "**Study Participants**") who have been advised of the restrictions imposed on the Department and have agreed in writing to abide by such restrictions. The Department shall implement policies and controls to ensure that the Study Participants shall

use the Confidential Information of Seegene solely to carry out the Study. The Department shall be responsible for the Study Participant's violation of its confidentiality and non-use obligations specified herein.

7.3 If the Department is required to disclose any Confidential Information of Seegene received to comply with laws, regulations or court order, the Department may disclose such Confidential Information only to the extent necessary for such compliance, provided, however, that the Department shall give Seegene reasonable advance written notice of such disclosure and shall use its best efforts to secure the confidential treatment of the Confidential Information to be disclosed.

8. INDEMNIFICATION

The Department shall defend, indemnify, and hold Seegene, its directors, officers and employees harmless from and against any and all liability, loss, expense (including attorneys' fees), or claims for injury (including death) or damages arising out of the performance of this Agreement which are caused by, or result from: (i) The Department's gross negligence in performing the Study; and (ii) the Department's wilful misconduct.

The Department shall perform the Study by applying its best scientific knowledge and best efforts. The Department makes no warranties, either express or implied, including but not limited to warranties of originality, accuracy, property, merchantability, and fitness for a particular purpose of the results of the Study.

9 TERM AND TERMINATION

9.1 The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of three months or until the date on which the Study is completed in accordance with the Protocol and the test results are uploaded using Seegene viewer into web-based statistical database ("Term"), whichever is earlier; the Term may be extended by mutual written agreement of both parties.

9.2 If for any reason the Investigator becomes unavailable to direct the performance of work under this Agreement, the Department shall immediately notify Seegene. If the Department is unable to identify a comparable successor within fifteen (15) days from the notification, Seegene may terminate this Agreement upon ten (10) days' written notice.

9.3 Either Party may terminate this Agreement (i) if the other Party commits a material breach of a material term of this Agreement which, if capable of remedy, remains uncured by the breaching Party for sixty (60) days following written requirement by the non-breaching Party to the breaching Party to cure the same; or (ii) by mutual written consent, signed by an authorized representative of each Party.

9.4 Termination of this Agreement does not affect any of the Parties' respective rights accrued or obligations owed before termination, including the rights and obligations as to indemnification.

10 AMENDMENTS

This Agreement may be amended or modified only by the written agreement of the Parties.

11. PREVAILING LANGUAGE

This Agreement may be translated and executed in a language other than English. In the event of any conflict between the two languages on the meaning or interpretation of a word, phrase or clause in this Agreement, the English language version shall prevail.

12. SURVIVAL

Articles 5, 7, 8, 11, 12 and 13 and Section 6.2 shall survive the termination or expiration of this Agreement.

13 ENTIRE AGREEMENT

This Agreement, together with the Exhibit hereto, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements, understandings, writings and discussions between the Parties relating to said subject matter, except for any existing confidentiality or non-disclosure agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement through duly authorized representatives as of the Effective Date.

**Dipartimento di Medicina Clinica e
Sperimentale**

Date 16/05/2020

Lorenzo Lo Muzio
Signature

Name: **Prof. Lorenzo Lo Muzio**

Title: **Head of Department**

Seegene, Inc.

Date June 12. 2020

Seap Young Kim
Signature

Name: SEAPG YOUNG KIM

Title: MANAGING DIRECTOR