

MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (hereinafter called “Agreement”), effective from the date of the last subscription (hereinafter called the “Effective Date”), is made by and between Shionogi & Co., Ltd., having its principal place of business at 1-8, Doshomachi 3-chome, Chuo-ku, Osaka 541-0045, Japan (hereinafter called “Shionogi”) and University of Foggia – Department of Clinical and Experimental Medicine, having its principal place of business at Via A. Gramsci no. 89/91 – 71122 Foggia (hereinafter called “UNIFG”).

WHEREAS, UNIFG wishes to evaluate the materials which have been validated by Shionogi (hereinafter called the “Materials”) described in Appendix I attached hereto; and

WHEREAS, Shionogi is willing to provide UNIFG with the Materials in order for UNIFG to conduct an evaluation for the Materials for the purpose described in Appendix I (hereinafter called the “Purpose”) under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the parties hereby agree as follows:

1. Evaluation.

1.1 Supply of Materials. Shionogi shall provide UNIFG with the Materials in such quantities as described in Appendix I free of charge for the studies promptly after the execution of this Agreement.

1.2 Evaluation. UNIFG shall conduct, at its sole costs and own risks, an evaluation of the Materials (hereinafter called the “Evaluation”) for carrying out the Purpose.

1.3 Restriction on Use of the Materials. UNIFG shall not use the Materials for any purpose other than the Evaluation. The Materials are supplied to UNIFG for its use only and shall not be distributed to others unless previously agreed in writing by Shionogi. It is understood that the Materials shall not be used for any clinical, diagnostic or therapeutic studies. THE MATERIALS SHALL NOT BE USED IN HUMANS. UNIFG shall not identify structures or analyze component compositions of the Materials.

2. Return of Information/Materials. The Materials shall at all times remain the property of Shionogi. Promptly following termination of this Agreement (except in the event that the parties agree to execute another agreement for the Purpose) or its receipt of a written request by Shionogi, UNIFG shall cease all use of the Materials and shall promptly return to Shionogi the unused Materials, or at Shionogi’s option, destroy such

unused Materials.

3. No Rights Granted. Nothing in this Agreement shall be construed as a commitment by either party to enter into any further agreement or the development or manufacturing of AST devices for cefiderocol or to complete any other transaction with respect to Materials or otherwise.

4. Term. This Agreement shall be initially effective for three (3) years period following Effective Date; provided that, the provisions of Articles 2, 6 7 and 9 shall survive the termination of this Agreement.

5. Warranty. The parties warrant and represent that they have the right to enter into this Agreement and that the terms of this Agreement are not inconsistent with other contractual obligations, express or implied, which they may have.

6. No Liability. Shionogi shall accept no liability for any expenses or damages of whatever kind or nature, including consequential damages, incurred as a result of the use of the Materials by UNIFG, except insofar as such liability arises from willful misconduct or the gross negligence of Shionogi. UNIFG shall indemnify and hold harmless Shionogi and its Affiliates including their directors, officers and employees from or against any claims, demands, actions and proceedings for losses, damages, liabilities, costs and expenses arising from or in connection with the use of the Materials by UNIFG.

7. Remedies. The parties acknowledge that any breach or threatened breach of this Agreement by a party may cause immediate and irreparable harm to the other party, which may not be adequately compensated by monetary damages and that the other party shall have the right to seek equitable and injunctive relief, temporary or permanent, and damages, and an award of its attorneys fees and costs incurred, against the threatened breach of this Agreement or the continuation of any such breach by a party, in addition to all other remedies and rights that may be available in law, in equity and under this Agreement, or otherwise.

8. Assignment. The party shall not assign its rights or delegate its obligations under this Agreement, either in whole or in part, without prior written consent of the other party. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, administrators and permitted assigns.

9. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Japan, without reference to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the courts of Osaka, Japan.

10. Entire Agreement. This Agreement contains all the representations and

agreements between the parties relating to Confidential Information and any representation, promise or condition concerning the same which is not contained herein or in a superseding written agreement referring to this Agreement shall not be binding on either party hereto. No modification, amendment or waiver may be accomplished to the terms of this Agreement without the written consent of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

Shionogi & Co., Ltd.

DocuSigned by:
Tomoyuki Yukizawa
1FC2950E7D1D4ED...

Name: Tomoyuki Yukizawa
Title: Senior Director
Diagnostic Drug Office

University of Foggia
Dept. of Clinical and Experimental
Medicine

DocuSigned by:
Maurizio Margaglione
8E3939DC57424DD...

Name: prof. Maurizio Margaglione
Title: Head of Department

Recipient Scientist
Prof. Fabio Arena

DocuSigned by:
Fabio Arena
716CE65638A244E...

Appendix I

Materials

1. Materials:

Bacterial strains of Shionogi validation panel for cefiderocol.

2. Purpose of use:

Validation for AST devices.

3. Quantities of Materials to be provided:

	species	ID	quantity
1	<i>Acinetobacter baumannii</i>	AB 84	1
2	<i>Acinetobacter baumannii</i>	AB 87	1
3	<i>Acinetobacter baumannii</i>	AB 90	1
4	<i>Acinetobacter baumannii</i>	AB 106	1
5	<i>Acinetobacter baumannii</i>	AB 118	1
6	<i>Acinetobacter baumannii</i>	AB 126	1
7	<i>Acinetobacter baumannii</i>	AB 132	1
8	<i>Acinetobacter baumannii</i>	AB 139	1
9	<i>Acinetobacter baumannii</i>	AB 141	1
10	<i>Acinetobacter baumannii</i>	AB 146	1
11	<i>Acinetobacter baumannii</i>	AB 148	1
12	<i>Escherichia coli</i>	EC 455	1
13	<i>Escherichia coli</i>	EC 461	1
14	<i>Escherichia coli</i>	EC 463	1
15	<i>Escherichia coli</i>	EC 465	1
16	<i>Escherichia coli</i>	EC 466	1
17	<i>Klebsiella pneumoniae</i>	KP 528	1
18	<i>Klebsiella pneumoniae</i>	KP 532	1
19	<i>Klebsiella pneumoniae</i>	KP 534	1
20	<i>Klebsiella pneumoniae</i>	KP 542	1
21	<i>Klebsiella pneumoniae</i>	KP 549	1
22	<i>Pseudomonas aeruginosa</i>	PSA 1559	1
23	<i>Pseudomonas aeruginosa</i>	PSA 1560	1
24	<i>Pseudomonas aeruginosa</i>	PSA 1562	1
25	<i>Pseudomonas aeruginosa</i>	PSA 1565	1
26	<i>Pseudomonas aeruginosa</i>	PSA 1568	1
27	<i>Pseudomonas aeruginosa</i>	PSA 1573	1
28	<i>Pseudomonas aeruginosa</i>	PSA 1574	1
29	<i>Pseudomonas aeruginosa</i>	PSA 1588	1
30	<i>Pseudomonas aeruginosa</i>	PSA 1595	1

31	<i>Pseudomonas aeruginosa</i>	PSA 1596	1
32	<i>Pseudomonas aeruginosa</i>	PSA 1597	1
33	<i>Pseudomonas aeruginosa</i>	PSA 1598	1

Certificato di completamento

ID busta: 40A7FA72274D421886F4C13B93F7029A		Stato: Completato
Oggetto: DocuSign MTA for validation panel_UNIFG and Shionogi		
文書管理情報:		
Busta d'origine:		
Pagine documento: 5	Firme: 3	Creatore busta:
Pagine certificato: 8	Iniziali: 0	Shoichi Naito
Firma guidata: Abilitato		中央区道修町3丁目1番8号
Timbro ID busta: Abilitato		大阪市, 大阪府 541-0045
Fuso orario: (UTC+09:00) Osaka, Sapporo, Tokyo		shouichi.naitou@shionogi.co.jp
		Indirizzo IP: 153.200.16.130

Verifica record

Stato: Originale	Proprietario: Shoichi Naito	Posizione: DocuSign
05/03/2024 13:29:11	shouichi.naitou@shionogi.co.jp	
Stato: Originale	Proprietario: 電子署名管理者(VDDD)	Posizione: DocuSign
05/03/2024 17:47:41	DocuSign_BIO@shionogi.co.jp	

Firmatario - Eventi	Firma	Timestamp
Tomoyuki Yukizawa	<div>DocuSigned by: Tomoyuki Yukizawa 1FC2950E7D1D4ED...</div>	Inviato: 05/03/2024 13:40:47
tomoyuki.yukizawa@shionogi.co.jp		Visualizzato: 05/03/2024 13:56:47
Livello di protezione: E-mail, Autenticazione account (nessuna)		Firmato: 05/03/2024 13:57:02
	Scelta della firma: Stile preselezionato	
	Mediante l'indirizzo IP: 153.200.16.130	

Record elettronico e divulgazione della firma:

Accettato: 05/03/2024 13:56:47		
ID: 55306067-3042-4aa8-8675-f4d909ff180b		
Maurizio Margaglione	<div>DocuSigned by: Maurizio Margaglione 8E3939DC57424DD...</div>	Inviato: 05/03/2024 13:57:05
maurizio.margaglione@unifg.it		Visualizzato: 05/03/2024 17:41:10
Livello di protezione: E-mail, Autenticazione account (nessuna), Codice di accesso		Firmato: 05/03/2024 17:45:03
	Scelta della firma: Stile preselezionato	
	Mediante l'indirizzo IP: 5.90.25.32	

Record elettronico e divulgazione della firma:

Accettato: 05/03/2024 17:41:10		
ID: f49450b8-ddef-4403-ba87-bcac090d5dbb		
Fabio Arena	<div>DocuSigned by: Fabio Arena 716CE85638A244E...</div>	Inviato: 05/03/2024 17:45:05
fabio.arena@unifg.it		Visualizzato: 05/03/2024 17:47:16
Livello di protezione: E-mail, Autenticazione account (nessuna), Codice di accesso		Firmato: 05/03/2024 17:47:36
	Scelta della firma: Stile preselezionato	
	Mediante l'indirizzo IP: 193.206.200.224	

Record elettronico e divulgazione della firma:

Accettato: 05/03/2024 17:47:16		
ID: ce74a7c9-7d62-4e82-bace-9f3fbd837a21		

Firmatario di persona - Eventi	Firma	Timestamp
Editor - Eventi di recapito	Stato	Timestamp

Agente - Eventi recapito	Stato	Timestamp
Recapito intermedio - Eventi	Stato	Timestamp
Recapito consegna certificata - Eventi	Stato	Timestamp
Copia nascosta - Eventi	Stato	Timestamp
Masato Wakabayashi masato.wakabayashi@shionogi.co.jp Livello di protezione: E-mail, Autenticazione account (nessuna) Record elettronico e divulgazione della firma: Non disponibile tramite DocuSign	In copia	Inviato: 05/03/2024 13:57:03 Visualizzato: 05/03/2024 13:57:48
Shoichi Naito shouichi.naitou@shionogi.co.jp SHIONOGI & CO., LTD. Livello di protezione: E-mail, Autenticazione account (nessuna) Record elettronico e divulgazione della firma: Non disponibile tramite DocuSign	In copia	Inviato: 05/03/2024 13:57:04 Rinviato: 05/03/2024 17:47:41
Masato Wakabayashi masato.wakabayashi@shionogi.co.jp Livello di protezione: E-mail, Autenticazione account (nessuna) Record elettronico e divulgazione della firma: Non disponibile tramite DocuSign	In copia	Inviato: 05/03/2024 17:47:38
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Firma come testimone gli eventi	Firma	Timestamp
Pubblico ufficiale - Eventi	Firma	Timestamp
Riepilogo busta - Eventi	Stato	Data e ora
Busta inviata	Con hash/Crittografato	05/03/2024 13:40:48
Consegna certificata	Controllo protezione eseguito	05/03/2024 17:47:16
Apposizione firma completata	Controllo protezione eseguito	05/03/2024 17:47:36
Completata	Controllo protezione eseguito	05/03/2024 17:47:38
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