

**THIS AGREEMENT** is made on 31 August 2021

## **BETWEEN**

- (1) **SPRINGER NATURE CUSTOMER SERVICE CENTER GMBH**, (No. HRB 336546 Amtsgericht Mannheim) whose registered office is at Tiergartenstrasse 15 – 17, 69121, Heidelberg, Germany (**Provider**); and
- (2) **AGENZIA ITALIANA DEL FARMACO** whose registered office is at Via del Tritone 181 , I-00187 Roma Italy (**Recipient**).

each a “party” and together “the parties”.

## **BACKGROUND**

- (A) The Recipient and the Provider wish to enter into discussions relating to a potential business relationship for the supply of access to AdisInsight as specified in the Order for direct assignment of the annual subscription to “AdisInsight” - CIG ZF631F1D75 (Order Letter number 0067794-01/06/2021-AIFA-AIFA-P) (the **Purpose**).
- (B) In order to take part in the discussions, the Provider will disclose information to the Recipient in connection with the Purpose.

## **AGREED TERMS**

### **1 Definitions**

In this Agreement:

**Confidential Information** means all confidential or proprietary information, Personal Data (as defined in clause 9) (however recorded or preserved) that is disclosed or made available whether before or after the date of this Agreement (in any form or medium), directly or indirectly, by the Provider or any of its Group Companies to the Recipient or any of its Group Companies in connection with the Purpose.

**Data Protection Law** means the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) (“**GDPR**”), the BDSG and any other legislation in force from time to time which implements that Directive, the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws that replace or amend any of these (including without limitation the GDPR), together with the equivalent legislation of any other applicable jurisdiction and all other applicable law and regulations in any relevant jurisdiction relating to the processing of Personal Data and privacy.

**Group Company** means in relation to a party any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time during the term of this Agreement. For the purposes of this Agreement, the term “Control” shall mean

the possession (directly or indirectly) of at least 50% of the outstanding voting securities of a corporation or comparable equity interest in any other type of entity.

## **2 Disclosure**

2.1 In consideration of the Provider agreeing to disclose Confidential Information to the Recipient and/or any of its Group Companies, the Recipient undertakes to the Provider that it shall:

2.1.1 keep the Confidential Information secret and confidential;

Annex C (Sales Offer dated May 27, 2021), and the License Agreement with License ID 44267 (as also stated in section 8 of the Terms and Conditions being referred to in the License Agreement), that will form a part of the "Contract Letter" are considered commercially sensitive information, its disclosure could prejudice Springer Nature's competitive position in the market and future business opportunity.

2.1.2 not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and

2.1.3 only make disclosure of the Confidential Information in accordance with clause 2.2 and clause 2.3. Any other disclosure can only be made with the Provider's prior written consent.

2.2 The Recipient may disclose the Confidential Information to any of its or its Group Companies' officers, and employees, advisers, subcontractors and contractors that need to know the relevant Confidential Information for the Purpose only, provided that it procures that each such person to whom the Confidential Information is disclosed complies with the obligations set out in this Agreement as if they were the Recipient.

2.3 Each party may disclose the Confidential Information to the minimum extent required by:

2.3.1 any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction;

2.3.2 the rules of any listing authority or stock exchange on which its shares are listed; or

2.3.3 the laws or regulations of any country to which its affairs are subject.

In these cases the party obliged to disclose the Confidential Information will inform the other party about this obligation without undue delay.

## **3 Limitations on Obligations**

3.1 The obligations set out in clause 2 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to the Provider's reasonable satisfaction:

- 3.1.1 is, or becomes generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or any of its Group Companies, or their officers, employees, advisers, subcontractors or contractors in breach of this Agreement; or
  - 3.1.2 was already lawfully known to the Recipient before it was disclosed by the Provider or any of its Group Companies; or
  - 3.1.3 was developed by or for the Recipient or its Group Companies independently, without access to or use of the Confidential Information.
- 3.2 Nothing in this Agreement shall oblige the Provider to disclose any Confidential Information to the Recipient or to conclude any transaction with the Recipient.

#### **4 Return or Destruction of the Confidential Information**

- 4.1 If requested by the Provider at any time, the Recipient shall immediately destroy or return to the Provider all documents and other records containing or embodying the Confidential Information that have been supplied to or generated by the Recipient or its Group Companies except to the extent there is a legal obligation to retain any of the Confidential Information. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from the computer and communications systems and devices used by it or its Group Companies (to the extent technically practicable without undue burden).
- 4.2 The Provider may request the Recipient to certify in writing that it has complied with its obligations in clause 4.1.

#### **5 Term and Termination**

- 5.1 If either party decides not to continue to be involved in the Purpose with the other party, it shall notify that party immediately.
- 5.2 Notwithstanding the termination of discussions between the parties in relation to the Purpose pursuant to clause 5.1, the obligations of each party under this Agreement shall continue for a period of 3 years from such termination of discussions.

#### **6 Acknowledgment**

The Recipient acknowledges and agrees that the Confidential Information may not be accurate or complete and the Provider makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness.

#### **7 Contractual Penalties and Damages**

The Recipient undertakes to pay to the Provider an appropriate contractual penalty for each individual case of violation of clause 2.1 and/or clause 2.2 of this Agreement by the

Recipient himself or by persons to whom the Recipient makes the Confidential Information accessible in accordance with clause 2.2. The amount of the contractual penalty is to be determined by the Provider at its equitable discretion and to be reviewed, in case of dispute, by the competent court. The right to demand compensation from the Recipient for possible further damages (not covered by the contractual penalty) remains reserved.

## **8 Liability**

Legal liability shall apply to any damages arising out of or in connection with any breach by the Provider or the Recipient of this agreement.

## **9 Data Protection**

- 9.1 The Recipient agrees to only use data, information extracted from data or personal data as defined in Data Protection Law and regulations made under it ("**Personal Data**") for the Purpose.
- 9.2 In relation to the Personal Data, the Recipient will act only on instructions from the Provider given from time to time and shall comply with the provisions set out in Article 28 of the GDPR (together with any provisions referenced therein) which shall have effect as obligations on the Provider as if set out in full in this clause 9 and the expressions "controller" and "processor" used in those provisions and shall be deemed references to the Provider and the Recipient respectively.
- 9.3 The Recipient represents, warrants and undertakes that it has complied and shall continue to comply with Data Protection Law, including by maintaining any relevant notifications. The Recipient shall not, by its act or omission, cause the Provider or its Group Company to breach Data Protection Law.
- 9.4 The Recipient shall not subcontract or outsource the processing of any of the Personal Data to any third party without the prior written consent of the Provider.
- 9.5 The Recipient shall ensure that appropriate technical and organisational measures are in place at all times in accordance with best industry practice to ensure the security of the Personal Data (including, for the avoidance of doubt, appropriate encryption and measures taken against unauthorised or unlawful Processing of Personal Data and the accidental loss or destruction of, or damage to, such data) and shall promptly provide to the Provider details of those measures from time to time on receipt of Provider's written request).
- 9.6 The Parties acknowledge and agree that the only type of Personal Data that shall be processed by the Recipient in connection with this Agreement are names/email addresses of employees of the parties for the Purpose. All such processing shall be carried out only to the extent and duration necessary for the Purpose.
- 9.7 The Recipient will also take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Data and ensure that they process Personal Data in compliance with the Data Protection Law.

- 9.8 The Recipient shall promptly provide such information and assistance (at no cost to the Provider) as the Provider may reasonably require in relation to any request from or on behalf of any data subject for access, rectification or erasure of Personal Data, or any complaint, objection to processing, or other correspondence. In no event shall the Recipient respond directly to any such request, complaint or correspondence without the Provider's prior written consent unless and to the extent required by law.
- 9.9 In the event that the Recipient suspects that it may have suffered a breach of security in relation to the Personal Data it must inform the Provider immediately upon learning of the same and cooperate fully with the Provider in respect of the measures that should be taken in response.
- 9.10 The Recipient shall not transmit or store any Personal Data outside the European Economic Area without the express prior written consent of the Provider.
- 9.11 Where the Recipient is under any statutory obligation to retain any Personal Data, it shall retain the same only to the extent reasonably necessary to satisfy such obligation, following which it shall destroy such Personal Data in accordance with clause 4.

## **10 General**

### **10.1 No Rights**

All Confidential Information is and shall remain the exclusive property of the Provider. By disclosing information to the Recipient, the Provider does not grant any express or implied right to the Recipient to or under any intellectual property right of the Provider, nor shall this Agreement grant the Recipient any rights in or to the Confidential Information of the Provider except as expressly provided under this Agreement.

### **10.2 Entire Agreement**

This Agreement constitutes the entire and only agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto. No alteration to this Agreement shall be valid unless made in writing and signed by the parties.

### **10.3 Third Parties**

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts to third parties to enforce any term of this agreement.

### **10.4 Relationship**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other

party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **10.5 Notices**

Any notice given in connection with this Agreement shall be in writing and shall be delivered by hand, by courier or sent pre-paid first class post to the relevant party's registered address.

#### **10.6 Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

#### **10.7 Governing law and Jurisdiction**

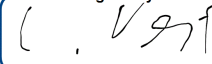
This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Germany. Each party irrevocably agrees that the court at the seat of the Provider shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

#### **10.8 Severability**

If a provision of this agreement is or becomes legally invalid the validity of the remaining parts of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. Any changes of or amendments to this Agreement, including the requirement of written form, must be in writing to become effective.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of )  
**SPRINGER NATURE CUSTOMER SERVICE** )  
**CENTER GMBH** by: )

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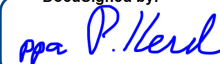
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