



Negotiation and Assets Management Office

Spectrum Mobile Health Inc.

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SUBJECT: 2 (two)-year subscription for the distribution in Italy of selected high priority guidelines in Italy via APP based on the WHO EML AWaRe Book and on the AIFA-OPERA guidelines for the targeted therapy of MDR Gram neg infections – CIG 950283752B CUI S97345810580202200020

ORDER LETTER:

Referring to Your Offer of 14/11/2022 (**Annex A**) and the “Software Subscription Agreement” of 21/12/2022 (**Annex B**), the undersigned Agency, with AIFA Resolution No. 192 of 21/12/2022, pursuant to art. 36, paragraph 2, letter a), and to art. 63, paragraph 2, letter b), point 3 of the Leg. Decree no. 50 of 2016, authorizes this order under the conditions set out below and in the Annexes attached hereto.

INTRODUCTION AND ANNEXES:

The introduction and the annexes are an integral part of this Contract Letter.

In the event of discrepancy or contrast, the provisions of this Contract Letter shall prevail over any conflicting provisions contained in one or more Annexes, except for any modifications expressly agreed between the Parties.

SUBJECT:

The subject of this Contract Letter consists of a 2 (two)-year subscription of the Annex B for the distribution in Italy of selected high priority guidelines via APP based on the WHO EML AWaRe Book and on the AIFA-OPERA guidelines for the targeted therapy of MDR Gram neg infections.

COMPENSATION:

The compensation for the two-year subscription is € 130,000.00 plus VAT as required by law, payable in two annual installments of €65,000.00 plus VAT each.

The first installment will be paid following the positive testing report.

EFFECTIVE DATE AND DURATION:

The service referred to in this Contract Letter will start from the date of positive testing and will have a duration of 24 months.

The AIFA may extend the duration, in the circumstances laid down in art. 106, paragraph 11 of Leg. Decree. no. 50/2016.

PROHIBITION OF SUB-CONTRACTING AND ASSIGNMENT OF THIS CONTRACT LETTER:

Sub-contracting of the service which is the subject of this Contract Letter is prohibited, since it was not requested in the offer, and it is in fact also prohibited to assign or to have performed, in whole or in

TRANSLATION

part by another company, the service in question. For the avoidance of doubt, the use of sub-processors shall be permitted for the provision of the service.

PERFORMANCE:

The performance of the service, as described in this Contract Letter and in the document referred to in your above-mentioned Offer, shall be carried out with the constraint of timely and diligent execution.

This Company assumes responsibility for any damages caused to persons, property, equipment, structures and facilities, owing to its fault or the fault of its employees and agrees to indemnify the undersigned Agency for any damage or expense sustained as a result thereof.

This Company relieves the undersigned Agency of any responsibility arising from the non-fulfillment of its own obligations, as employer, with regard to social security, health and safety legislation, mandatory insurance or any other legislation in force.

This Company relieves the undersigned Agency of any responsibility arising from the non-fulfillment on its own part of the obligations regarding the environmental legislation and/or any other legislation in force.

PAYMENT:

It has agreed between the Parties that pa

The payment shall be made upon presentation of a formal invoice which must necessarily mention the reference **CIG 950283752B**, to be addressed to: *Agenzia Italiana del Farmaco, with main office in Rome, Via del Tritone no. 181 – 00187, C.F. no. 97345810580 – P.I. no. 08703841000.*

The payment, subject to compliance with all the contractual conditions and positive feedback from the Agency that the services have been performed according to the qualitative and quantitative standards required by the contract, shall be made within 30 days from the date of receipt of the invoice by AIFA. The invoice shall be sent to the Agency at the following address: protocollo@pec.aifa.gov.it, cc: salaposta@aifa.gov.it, w.pellegrini@aifa.gov.it, specifying in the subject the name of the supplier, the **CIG 950283752B**, the number and date of the invoice.

This payment shall be made by means of bank transfer, with credit to be made on one of the dedicated current accounts, even if not exclusively, to this public commission, addressed to this Company, as expressly indicated in the declaration, issued by the same on the traceability of the cash flows referred to in art. 3 of Law no. 136/2010 in which the persons appointed to conduct transactions on said current bank accounts are listed (**Annex C**).

With the acceptance of this Contract Letter, this Company agrees to inform the undersigned Agency, in a written communication, of any changes in the current account number or of persons authorized to conduct transactions on said account, with therefore the exclusion of any other communication by any other means. Until such communication has been received, the payments made on the aforementioned current account number shall have the effect of discharging the undersigned Agency.

With the signing of this contract, moreover, this Company guarantees assuming and fulfilling all requirements regarding traceability of cash flows cited in law 13 August 2010, no. 136 and subsequent amendments and additions.

Pursuant to art. 3, of the Law 13 August 2010, no. 136 and subsequent amendments and additions, failure to use the dedicated current bank account or of any other instruments suitable for granting full traceability of the transactions related to the payment of the compensation agreed upon and in compliance with the provisions of the above-mentioned law shall constitute cause for termination of this Contract Letter.

CONFIDENTIALITY:

- a. This Company is obligated to maintain the confidentiality of the data and information, including that which passes through the data processing equipment, which it comes to possess and, also, to not knowingly disclose it in any way and in any form and to not make it the subject of use in any capacity for purposes other than those strictly necessary for the performance of this Contract Letter, and also for the five years following the termination of effect of the

TRANSLATION

contractual relationship. The obligation cited in the preceding paragraph also exists relative to all the material originating or planned in the performance of this Contract Letter; this obligation does not concern data that are or become part of the public domain.

- b. This Company is responsible for full compliance by its employees, consultants and collaborators, as well as by any subcontractors and their employees, consultants and collaborators, of the aforementioned obligations of secrecy.
- c. In the event of non-compliance with the confidentiality requirements, the undersigned Agency has the right to declare this Contract Letter automatically terminated, it being understood that this Company shall be required to compensate all the damages that may occur to the undersigned Agency.
- d. This Company may cite the essential contents of this Contract Letter, in cases where this is a necessary condition for the participation of this Company in tenders and contracts. Subject to the provisions in the following article "Privacy and requirements for publication on the Contracting Authority's website", this Company agrees, additionally, to comply with the provisions of the Regulation UE 2016/679 "General Data Protection Regulation" and of the Law Decree n. 196/2003 (Privacy Code) if not in contradiction with the above mentioned Regulation.

PRIVACY AND REQUIREMENTS FOR PUBLICATION ON THE WEBSITE OF THE CONTRACTING ENTITY:

- With the signing of this Contract Letter, the Parties:
 - Agree to apply the principles of accuracy, lawfulness and transparency to the processing of personal data and in full compliance of the security measures stipulated by Regulation UE 2016/679 "General Data Protection Regulation" (GDPR) and Leg. Decree no. 196/03 (Privacy Code);
 - State that they have mutually communicated orally all the information stipulated by art. 13 of GDPR cit., including information regarding the names of the Data Officer and the Data Controller and the mode of exercise of the rights of the interested party.
- The Parties state that the personal data provided are accurate and represent the truth, mutually relieving one another of any responsibility for material errors of compilation or for errors arising from the inaccurate attribution of said data in the electronic and hard copy archives.
- This Company – pursuant to and for the effects of the provisions of Leg. Decree no. 33 of March 14, 2013, "Reorganization of the rules concerning the obligations of publicity, transparency and dissemination of information by the Public Administration" as well as of art. 32 of the Law 190/2012 "Provisions for the prevention and repression of corruption and illegality of the P.A. [Public Administration]. – expressly consents to the processing and publication on the Internet site of the undersigned Agency of the data related to this tender procedure and to this Contract Letter.

RIGHT OF WITHDRAWAL AND RESOLUTIVE CONDITION:

It is understood that the undersigned Agency, pursuant to art. 21–e of Law 7 August 1990 no. 241 and subsequent modifications and additions, may at any time withdraw from this Contract Letter, by simply giving prior notice to this Company of at least one month, by written communication, without thereby in derogation of the provisions of article 1671 c.c.- incurring any additional burden for the undersigned Agency, other than what is owed for the services actually performed up to the date of effect of the withdrawal.

In the case referred in the preceding paragraph, this Company shall exclusively have the right to collect compensation related to the activities conducted up to the time of the termination, withdrawal or lapse or until the expiration date, but not for services provided at a later date; this Company waives, as of now with regard to the undersigned Agency, any claim for indemnification and/or compensation and/or reimbursement for any reason.

TRANSLATION

Concerning the right of withdrawal from this Contract Letter which may be exercised by the undersigned Agency, art. 1, paragraph 13, of the Decree Law 6 July 2012 no. 95, converted into Law no. 135/2012, is also referenced, where applicable.

This Contract Letter shall also be considered to be automatically terminated in the event that, during the contractual relationship, conditions for exclusion from participation in the public tender emerge, as stipulated in article 38, paragraph 1 of Leg. Decree 12 April 2006, no. 163 and subsequent modifications and additions and in any other legislative or regulatory provision.

This Company states, finally, that it has read – on the institutional website of the AIFA www.aifa.gov.it, the item *Activities >Administrative Matters >Disciplinary Code and Code of Conduct* – as provided for by Presidential Decree 16 April 2013, no. 62, Regulation on the Code of Conduct of Public Employees as well as the Supplementary Code of Conduct issued by AIFA. Pursuant to article 2, paragraph 3 of the Presidential Decree cited, this Company agrees to comply with and to have its employees/agents/suppliers/collaborators, in any capacity, in as far as compatible with the roles and activities performed, comply with the requirements for conduct specified herein, pledging to send a copy of the same to its employees/agents/suppliers, collaborators in any capacity.

The violation of the obligations referred to in the Presidential Decree of 16 April 2013, no. 62 and of all of the preceding, may constitute cause for termination of this Contract Letter at the sole discretion of AIFA. In particular, AIFA, having verified the potential violation, shall challenge in writing the supplier regarding the fact, assigning a term no longer than ten days for the submission of any counterarguments. If these are not submitted or proved to be unacceptable, AIFA shall terminate this Contract Letter, without prejudice of AIFA's rights to claim compensation of damages and any actions in any court.

APPLICABLE REGULATIONS AND COMPETENT COURT:

The Parties agree that this Contract Letter is governed by Italian legislation and that for any dispute arising from the interpretation and the performance of this Contract Letter, the Court of Rome shall be competent.

RESPONSIBLE FOR THE PROCEDURE:

Under art. 31, paragraphs 1 and 2 of Leg. Decree no. 50/2016 and subsequent amendments, the person responsible for the procedure is Dr. Raffaella Cugini, pursuant to AIFA Resolution No. 1766/2018-DG of 26/10/2018.

Head of Department

Digitally signed

Antonino Laganà

Annexes:

- A)** Your Offer of 14/11/2022
- B)** The "Software Subscription Agreement" of 21/12/2022
- C)** Traceability of cash flows