

## **EDUCATIONAL GRANT AGREEMENT**

### **ALL COUNTRY VERSION**

This agreement (the “**Agreement**”) shall be effective as of Date of signing (“**Effective Date**”) and is made between:

1. **Pharming Technologies B.V.**, a limited liability company with registered office address at Darwinweg 23, 2333 CR Leiden, the Netherlands (“**Grantor**”);

and

2. **Second Faculty of Medicine**, Charles University, V Úvalu 84, 150 06 Prague 5 – Motol, Czech Republic, Department of Immunology  
VAT 00216208  
ACCOUNT NUMBER: **CZK 37530021/0100**  
IBAN **CZ 340 100 000 0000 037 530 021**  
SWIFT CODE: **KOMB CZ PP**  
NAME OF BANK: **KOMERČNÍ BANKA a.s.**  
VAT: 00216208  
 (“**Recipient**”)

collectively referred to as the “**Parties**” and individually as a “**Party**”.

#### **1. SUBJECT OF THE GRANT**

- 1.1. On terms and conditions set forth in this Agreement, based on the unsolicited written request by the Recipient, Grantor will give the Recipient an educational grant in the amount of two thousand euros (2,000 EUR) exclusive of all taxes (the “**Grant**”).
- 1.2. The Recipient represents and warrants that the Grant will be fully used for:
- 1.3. **Support of Spring School of Primary Immunodeficiencies**, in accordance with the application for an educational grant filed as attached to this Agreement as Appendix 1 (“**Application**”). The Application shall be on the official letterhead of the Recipient and signed by the lawful representative of the Recipient and is attached to this Agreement as Appendix 1 and shall contain, as a minimum:
  - (i) the purpose of the Grant in great detail;
  - (ii) a breakdown of the total budget for the Grant to be conducted;
  - (iii) the percentage of the total budget that Grantor shall be providing to Recipient and a breakdown of the cost that the Grant will cover;
  - (iv) a synopsis of the educational program (e.g. research, project description);
  - (v) timelines and payment milestones.;
- 1.4. The sole purpose of the Grant is set out in this Agreement and it has been approved by Grantor based on its purpose of supporting healthcare, research or education, without expecting anything in return. The Recipient agrees to make use of the Grant exclusively as set out in this Agreement. Any breach of this obligation will be deemed a material breach of the provisions hereof.

- 1.5. Grantor will provide the Grant to the Recipient by bank transfer directly to the Recipient's bank account.
- 1.6. The Recipient represents and warrants that the bank account provided is the official and current bank account of the Recipient and that it belongs to the Recipient's legal entity and not to any individual.

The Grant will be provided to the Recipient after this Agreement being signed by each of the Parties within sixty (60) days upon receipt by Grantor of an invoice containing the PO-number as provided by Grantor and together with such evidence as Grantor may reasonably request for the purpose of verifying that the Grant has been used in accordance with the Application Letter.

- 1.7. The Recipient will be exclusively liable for performing any formalities and liabilities (including but not limited to tax formalities or liabilities) that may arise from the execution or performance of this Agreement.

## **2. GRANT SETTLEMENT**

- 2.1. The Recipient and the Grantor warrant that the value of the Grant constitutes a reliable, detailed and solid estimate calculation of the costs of the Grant's purpose, as described in this Agreement and in the Application.
- 2.2. The Recipient agrees, within sixty (60) calendar days of the purpose of the Grant being attained, to confirm to Grantor in writing that the Grant has been used in accordance with the purpose of this Agreement and provide proof thereof (e.g., photos of event and final agenda).
- 2.3. The Recipient represents and warrants that no Grant funds will be provided directly or indirectly for unrestricted use by third parties, especially in the form of "pocket money", undocumented reimbursement of expenses, or similar inappropriate expenditure.
- 2.4. The Recipient will keep Grantor informed of any changes in the costs of the project to be covered from the Grant amount. The Recipient cannot freely dispose of the difference arising from reduction of the actual costs of the project financed with the Grant. In particular, the Recipient cannot use the Grant to cover costs of other events or activities unless agreed by the Grantor. The difference will be reimbursed by transfer directly to Grantor's bank account within thirty (30) calendar days from notification of the existence of such difference.
- 2.5. If the project is cancelled or terminated prior to completion, the Recipient shall return any unused portion of the Grant to the Grantor within thirty (30) calendar days of such termination or cancellation.

## **3. ETHICS & COMPLIANCE REQUIREMENTS**

- 3.1. The Recipient warrants that receipt of the Grant will comply with all applicable laws, regulations and codes.

- 3.2. The Recipient represents, warrants and undertakes that it and all member and persons employed or acting on its behalf (including employees, investigators, directors, agents, consultants, or approved subcontractors) are not in a position of actual or potential conflict of interests as relates to the Grant and the supported activity or that have taken all necessary steps to disclose, address and positively resolve any such actual or potential conflict of interests. In the case of any conflict, the Recipient will be obliged to inform Grantor immediately in writing.
- 3.3. The Recipient represents and warrants that it has obtained all the permits and all management, ethical and/or regulatory approvals required in order to receive the Grant from the Grantor.
- 3.4. This Grant will not be provided as a promise, encouragement or reward for any improper business advantage or to use, purchase, order, recommend, advocate for, support, prescribe or provide Pharming products or favor, support or adopt any view favorable to Pharming. Furthermore, the Parties agree that the Recipient will not be required by Pharming to do or refrain from doing anything where either the action or the omission to act would be inconsistent with or in conflict with its responsibilities. Nothing in this Agreement can be interpreted as influencing prescribing practices, market access practices, scientific guidelines setting, tenders, or any other professional responsibility the Recipient and its members may have.
- 3.5. This Grant does not constitute promotion and must not be used to support the sale or promotion of any Pharming products. In particular, this Grant must not be used to support the off-label promotion of any Pharming product.
- 3.6. Grantor fully respect the independence of the Recipient and does not suggest, control or influence the activities funded by the Grant (e.g., educational programs, selection of topics, selection of audience, selection of speakers, etc.).
- 3.7. This Grant must not be used to provide or facilitate entertainment (e.g., concerts, live music, tours, promenades, museum visits, sports, art exhibitions, meetings in luxury hotels or touristic locations) or to purchase equipment that may be used for both personal and professional reasons (e.g., laptops, tablets, e-readers, mobile phones, smart phones and other similar items).
- 3.8. If the Grant is also used to provide hospitality related to educational activities, this must be modest, inexpensive, ancillary to the substance of the activity and comply with all applicable laws, regulations, codes and industry codes.
- 3.9. If the Recipient, as part of the project, has to contract or interact with any third-party, including healthcare professionals (HCPs), it undertakes that it will do so applying the highest ethical standards and industry standards as relates to fair market value, written contracts, hospitality and any other law, regulations and codes that apply to such interactions.
- 3.10. This Grant must not be used to fund start-up or operating costs of the Recipient including without limitation rent for the office space, utility bills, management fees and/or staff salary or benefits.

- 3.11. Grantor strongly encourages the Recipient to obtain multiple sources of funding, and therefore Recipient must be at all times free to obtain funding from other sources.
- 3.12. The Parties will take all possible efforts to comply with requests for information, including filling out forms and answering detailed questions, to enable the other party to abide by the applicable regulations.
- 3.13. Financial documentation related to this Agreement will be kept in accordance with the best practice in accounting principles. At Grantor's request, the Recipient will be obliged to render Grantor access to its documentation, including financial documentation concerning this Agreement in order to verify the compliance of the Grant with the terms and conditions in this Agreement.
- 3.14. During the term of this Agreement and thereafter during a period of five (5) years the termination or expiration thereof, the Recipient is obliged to keep confidential and not to disclose, without Grantor's prior written consent, any confidential information, including any information concerning Grantor obtained by the Recipient in connection with this Agreement.

#### **4. TRANSPARENCY**

- 4.1. Grantor shall comply with all applicable regulations, laws and codes on transparency and disclosure. If the Recipient is in the scope of such disclosure requirements, then Grantor will be entitled to make publicly available, in whatever channels made available (e.g. via a registry, website) , in accordance with the provisions of the disclosure requirements, data on the Recipient and the Grant made under this Agreement. The following data may be disclosed:
  - (i) Name of the Recipient;
  - (ii) The nature of the Grant;
  - (iii) The address of the Recipient;
  - (iv) Monetary value of the Grant;
  - (v) Any other information required by applicable laws, regulations and codes.
- 4.2. The Recipient represents and warrants that it will disclose the fact of receiving the Grant from Grantor in all documents and materials concerning the financed project (e.g. invitations, posters, publications, program, brochure, minutes, website, etc.). Disclosure must be factual and clear but not look like corporate advertising.

#### **5. DATA PROTECTION AND PRIVACY**

- 5.1. Each party warrants to the other that it will process personal data in compliance with all Data Protection and Privacy Laws (as defined below), as well as applicable regulatory guidance. "Data Protection and Privacy Laws" means all applicable laws and regulations relating to data

protection and privacy globally, including as and to the extent applicable to the services: (a) the U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Privacy and Security Rules, 45 C.F.R. Parts 160-164; (b) any other U.S. state or federal laws or regulations governing the privacy or security of personal data; (c) the General Data Protection Regulation (“Regulation”), or any related legislation of any member state in the European Economic Area (“EEA”); (d) the United Kingdom General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018; (e) the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. (“CCPA”); or (f) any other law now in force in any relevant jurisdiction or that may in future come into force governing the Processing of Personal Data applicable to any party to this Agreement, and including those relating to security breaches, identity theft, and unauthorized disclosures of Personal Data. “Personal Data”, “Process/Processing”, “Controller”, “Processor” and “Data Subject” shall have the same meaning as under the Regulation and shall also include corresponding terms as defined under any other Data Protection and Privacy Laws.

- 5.2. If the Recipient is a natural person or represented by a natural person, the Recipient warrants that for the purposes of allowing the organization and proper execution of this Agreement and facilitating the compliance with applicable laws, regulations, and codes, Grantor may collect, store and/or otherwise process, as data controller, your personal data relating to your identity and occupation (name of health care organization, business address, , fiscal number, and bank account information) and to the Grant (nature, subject, amount of Grant). For the sake of clarity, your personal data will be retained at least during the term of this Agreement. Should Grantor need to store your personal data for a longer period to comply with applicable laws or regulatory requirements, then your personal data may be retained, dully blocked, for a maximum period of five (5) years. At any time, the Recipient or its representative exercise their rights in relation to their personal data (withdrawal of consent, access, rectification, erasure, restriction, portability, right to object to processing justified on legitimate interest grounds, right to object to processing for marketing purposes) in compliance with the Regulation, by writing an e-mail to the Data Controller to the following e-mail address: [GDPRCompliance@pharming.com](mailto:GDPRCompliance@pharming.com).
- 5.3. Furthermore, the Recipient warrants that Grantor may process their personal data hereinabove mentioned for publication in the countries where a transparency regulation exists. This may involve transferring the data to third countries where those third parties are based, as well as to other affiliates of Grantor.

## 6. FINAL PROVISIONS

- 6.1. Grantor and Recipient are independent and separate legal entities and shall perform as independent parties. Under no circumstances shall the employees or agents of one Party be considered employees or agents of the other.
- 6.2. Any amendments or supplements hereto must be made in writing and signed by the Parties, to be valid.
- 6.3. The Recipient will not assign any rights or obligations arising from this Agreement, without Grantor’s prior written consent.

- 6.4. Either Party may immediately terminate this Agreement if it determines, in good faith, that the provisions or warranties contained in this Agreement have been breached by the other Party and fails to remedy the breach even after notice to the non-breaching party. In case of termination by Grantor, Grantor shall be entitled to stop any further payment, and/or obtain full or partial reimbursement of the Grant without prejudice to any other remedies the Grantor may have according to applicable law.
- 6.5. Any disputes that may arise in connection with this Agreement will be resolved by the Parties amicably through negotiations conducted in good faith, and failing agreement, by the competent court relevant for the registered office of Grantor and in accordance with the laws of the country where Grantor's has its registered business address as mentioned above.
- 6.6. If any of the provisions of the Agreement is or becomes ineffective, this will not affect the effectiveness of the other provisions hereof. The Parties undertake, through good faith negotiations, to replace any ineffective provision with an effective provision that is as close as possible to the purpose of the provision that is or has become ineffective.
- 6.7. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter.
- 6.8. Neither Party will be liable for any failure to perform or delay in performing this Agreement where such failure or delay is caused by force majeure. This does not apply to failure or delay due solely to general economic or market conditions.
- 6.9. This Agreement shall enter into force on the date of its publication in the Register of Contracts (Section 6(1) of the Act number 340/2015 Coll., on special conditions for the effectiveness of certain contracts. The Grantor acknowledges that the publication in the Register of Contracts shall be ensured by the Recipient within 30 days from the date of conclusion of this Agreement.

SIGNATURE PAGE TO FOLLOW

## SIGNATURE PAGE

### **GRANTOR**

Duly represented by:

28.3.2024

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**Anurag Relan**  
**Chief Medical Officer**

### **RECIPIENT**

Duly represented by:

3.4.2024

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**prof.MUDr. Marek Babjuk,CSc.**  
**Dean**

## Appendix 1. Application

The Application shall be on the official letterhead of the Recipient and signed by the lawful representative of the Recipient and is attached to this Agreement as Appendix 1 and shall contain, as a minimum:

- 6.9.1. The purpose of the Grant in great detail;
- 6.9.2. a breakdown of the total budget for the Grant to be conducted;
- 6.9.3. the percentage of the total budget that Grantor shall be providing to Recipient and a breakdown of the cost that the Grant will cover;
- 6.9.4. a synopsis of the educational program (e.g. research, project description);
- 6.9.5. timelines and payment milestones.;



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