GENERAL RESEARCH GRANT AGREEMENT

This General Research Grant Agreement ("**Agreement**") between

> Pfzer Inc., a Delaware corporation with an office of business at 235 East 42nd Street, New York, NY 10017 ("**Pfizer**") and
>
> University of Messina with an address of Via C.Valeria 1, Messina 98100, Italy ("**Grant Recipient**")

when signed by the parties, is effective as of the date the Agreement is last signed ("**Effective Date**").

Fabiola Atzeni, an employee/contractor of Grant Recipient ("**Principal Investigator**"), has designed and intends to conduct a research study entitled "Effect of tofacitinib on the lipid profile and cardiovascular risk," Pfizer Tracking Number 63455669 (the "**Study**"). Pfizer wishes to provide certain funding for the Study. Accordingly, the parties agree as follows:

1. PRINCIPAL INVESTIGATOR; PROTOCOL

1.1. Principal Investigator. The Study will be conducted by Principal Investigator. Principal Investigator may delegate duties and responsibilities to sub-investigators or research staff as permitted by Applicable Requirements.

1.2. Protocol. The Study will be conducted in accordance with a protocol developed by Principal Investigator (the "**Protocol**").

1.3. Amendments. If Principal Investigator modifies the Protocol, Grant Recipient will promptly inform Pfizer in writing. Continued support by Pfizer will be contingent on Pfizer's review and acceptance of the Protocol changes.

2. STUDY CONDUCT

2.1. Sponsorship. Grant Recipient, not Pfizer, is the sponsor of the Study. Grant Recipient will not, and will ensure that Principal Investigator and any participating sites will not, represent to any third party, including Study subjects, that Pfizer is the regulatory sponsor of the Study.

2.2. Regulatory Obligations. Grant Recipient is solely responsible for all safety reporting and regulatory obligations associated with the Study, including obtaining and maintaining regulatory authorization for the conduct of the Study.

2.3. Compliance with Applicable Requirements.

2.3.1. *Definitions.*

2.3.1.1. "**Applicable Requirements**" means: (i) the terms of this Agreement, including standard operating procedures and other documents referred to in this Agreement; (ii) the Protocol; (iii) the terms of the IRB/IEC approval(s), if required for this type of Study; (iv) the terms of any regulatory authority approval; (v) all Applicable Law; and (vi) all applicable good practice quality guidelines and regulations encompassing internationally recognized standards such as Good Clinical Practice, Good Laboratory Practice, and Good Review Practice.

2.3.1.2. "**Applicable Law**" means the applicable laws, rules and regulations, including Data Protection Legislation, applicable guidelines of the International Council on Harmonisation ("**ICH**") and any other applicable rules, regulations, guidelines or requirements of any supranational, federal, national, state or local court, agency, authority, department, regulatory body or other governmental instrument that may be in effect during the performance of the Study in any region or regulatory jurisdiction in which the Study is conducted.

2.3.2. *Compliance*. Grant Recipient will conduct the Study and undertake Study-related activities in accordance with Applicable Requirements. Grant Recipient is solely responsible for ensuring compliance with Applicable Requirements by all employees, staff, agents, consultants or subcontractors (collectively, "Staff") of Grant Recipient and any participating sites who are engaged in the provision of activities under this Agreement.

2.3.3. *Ethical Transplantation Principles*. For studies that involve human cell, tissue or organ transplantation, Pfizer supports the ethical principles articulated in the World Health Organization's Guiding Principles *for Human Cell, Tissue and Organ Transplantation*. Grant Recipient agrees to abide by the ethical principles set forth in document WHA63.22, available at http://www.who.int/transplantation/en/, with regard to the Study.

2.4. IRB/IEC Approval. If required, Grant Recipient will ensure that the Study is approved by and subject to continuing oversight by a duly-constituted Institutional Review Board ("**IRB**") or Independent Ethics Committee ("**IEC**"). If IRB/IEC approval is required, Grant Recipient must provide Pfizer with documentation of the initial IRB/IEC approval of the Protocol, any annual renewals of that approval, and any IRB/IEC-approved amendments to the Protocol. Grant Recipient will notify Pfizer promptly of any withdrawal or suspension of IRB/IEC approval during the term of this Agreement.

2.5. Informed Consent. Grant Recipient will obtain valid written informed consent from each Study subject in accordance with Applicable Requirements. Grant Recipient will be responsible for the adequacy of the informed consent document and for compliance with Applicable Requirements. Pfizer has no obligation to participate in the development of, or to review or comment on, any informed consent form or any request for waiver.

2.6. Duration of Study Conduct. "**Study Completion**" means the completion of all Study activities, including safety follow-up of all Study subjects and completion of all Protocol requirements with respect to each Study subject. Principal Investigator expects to achieve Study Completion by January 13, 2022.

2.7. Status Updates. Grant Recipient will provide Pfizer with an update of Study status, in the form requested by Pfizer, at least twice a year during the term of this Agreement, or more frequently if agreed by the parties. Each status update will include subject enrollment, publication plans, adjustments in the estimated Study Completion date, and any other information reasonably requested by Pfizer. Grant Recipient will also provide Pfizer with a brief online update of Study subject enrollment on a monthly basis.

2.8. Study Registration. Pfizer encourages Grant Recipient and Principal Investigator to register the Study and any synopsis of Study Results on www.ClinicalTrials.gov or such other website as required under Applicable Law before enrollment of the first Study subject or before commencement of data collection.

3. FUNDING

3.1. Funding. Pfizer will provide funding in support of the Study up to a maximum amount of 150,000 EUR, in accordance with the schedule set forth in Attachment A ("**Funding**").

3.2. Basis of Support. The Funding is not conditioned on: (i) any pre-existing or future business relationship between Pfizer and Principal Investigator or Grant Recipient, or (ii) any business or other decisions Principal Investigator or Grant Recipient has made, or may make, relating to Pfizer or Pfizer products. Nothing contained in this Agreement will be construed in any manner as an obligation or inducement for Grant Recipient or Principal Investigator to purchase, order, prescribe or recommend any product of Pfizer or any Pfizer affiliate.

3.3. Submission of Required Documents. Pfizer will not provide any Funding until Pfizer has received documentation of IRB/IEC approval, exemption or waiver and the Protocol.

3.4. Use of Funding. Grant Recipient will, and will ensure that Principal Investigator will, use the Funding solely for purposes of the Study. At the completion of the Study, Grant Recipient will confirm in writing that the Funding has been used only to support the Study by completing a *Certification of Study Closure* statement within the final report form provided by Pfizer. The Funding may not be used to pay physicians or other health care providers or health care institutions for referring potential subjects for enrollment in the Study. If a government agency is providing funding for the Study, Grant Recipient will use the Funding only for those Study activities that are not covered by such government funding. No portion of the Funding may be used to purchase capital equipment (e.g., computers, iPhones, tablets, appliances, machinery, camera equipment, sensors, etc.)

3.5. No Charge to Third Parties. Grant Recipient will ensure that no Study subject, insurer, governmental entity or third party payor is charged for any Study-related activities carried out by Grant Recipient using the Funding.

3.6. Study Budget. The Grant Recipient-provided Study budget upon which the Funding is based reflects an informed estimate of all funds required to complete and report the Study, including, if applicable, expenses relating to the publication of Study Results.

3.7. Disclosure by Pfizer. In the interest of transparency relating to its financial relationships with investigators and study sites or to ensure compliance with Applicable Law, industry codes and Pfizer policies, Pfizer may, and (in certain cases) is required to, report or otherwise disclose publicly payments or other transfer of value to certain health care providers, teaching hospitals and other health care organizations, including Funding provided under this Agreement. These laws and codes, and their implementing regulations, collectively are referred to as "**Transparency Obligations**." Pfizer may disclose in any lawful manner the terms of this Agreement and any other information to the extent necessary for Pfizer to meet its Transparency Obligations.

3.7.1. *Disclosure Content*. Pfizer may identify Grant Recipient and Principal Investigator, and will differentiate clearly between payments or other transfers of value made to institutions and those made to individuals. Disclosures may include identifying information for institutions and investigators, such as name, business address, specialty, and license numbers.

3.7.2. *Agreement and Cooperation*. Grant Recipient accepts and agrees to these disclosures on behalf of itself and its Principal Investigator. Grant Recipient will reasonably cooperate with Pfizer in Pfizer's collection and disclosure of information necessary to fulfill its Transparency Obligations, and to ensure such cooperation by its Principal Investigator and other affected personnel.

4. CONFIDENTIALITY

All materials and other information provided to Pfizer by Staff of Grant Recipient, or any participating site, are non-confidential and do not and will not contain any markings claiming confidentiality. By submitting materials or other information to Pfizer for review at the grant application stage, or subsequently, Grant Recipient acknowledges that Pfizer will not treat such materials as confidential or proprietary and assumes no obligation to keep them confidential. Grant Recipient and Principal Investigator's rights with respect to such material and other information shall be only those obtained under the patent laws and/or under any written contract to which the submitter and Pfizer may mutually agree.

Grant Recipient agrees that it has not submitted, and will not submit, any confidential information to Pfizer in connection with the Study and the Funding. Grant Recipient acknowledges that Pfizer may conduct ongoing or future research identical to the Study. In consideration for the Funding, to the fullest extent allowed, Grant Recipient releases Pfizer from any and all liability for use of all or any portion of material or information provided by Staff of Grant Recipient or any participating site, in connection with the Study and the Funding, other than for infringement of any patent.

5. STUDY DATA, STUDY RESULTS AND STUDY REPORT

5.1. Definitions.

5.1.1. "**Study Data**" means non-aggregated, subject-level data collected from or about each Study subject during the course of the Study as required by the Protocol.

5.1.2. "**Study Results**" refers to aggregated or summarized Study Data and conclusions about the Study, as would be included in a study report or publication.

5.1.3. "**Study Report**" means a written report of the Study Results.

5.2. Use of Study Data and Study Results. Grant Recipient owns and is free to use the Study Data for its own research, educational, and patient care purposes. Grant Recipient and Principal Investigator are free to publish the Study Results, subject to the provisions of this Agreement, and to use the Study Results for any other lawful purpose. In consideration of the Funding provided by Pfizer, Grant Recipient and Principal Investigator will not use, or permit others to use, the Study Data for the commercial benefit of any third party.

5.3. Study Report. Within six months of the earlier of Study Completion or termination of this Agreement, Grant Recipient will provide Pfizer with a Study Report. Unless otherwise agreed in writing by the parties, the Study Report may take the form of a manuscript for publication. If the Agreement is terminated early, the Study Report should include, at minimum, the results of the Study through the date of Agreement termination.

6. **PUBLICATIONS.** Pfizer supports the exercise of academic freedom and encourages Grant Recipient to publish the Study Results. Grant Recipient will ensure that Principal Investigator will comply with standard academic practices regarding authorship of scientific publications and recognition of the contribution of other parties in any Publication, including the authorship guidelines promulgated by the International Committee of Medical Journal Editors in effect at the time and disclose Pfizer support of the Study in any Publication. "**Publication**" means any journal article, abstract, presentation or other type of public disclosure that reports any Study Results.

7. GLOBAL TRADE CONTROL LAWS; RESTRICTED MARKETS

7.1. Definitions.

7.1.1. "*Global Trade Control Laws*" means the US Export Administration Regulations; US International Traffic in Arms Regulations; economic sanctions rules and regulations implemented under statutory authority and/or the President's Executive Orders and administered by the US Treasury Department Office of Foreign Assets Control ("OFAC"); EU Council Regulations on export controls and sanctions, including regulation nos. 428/2009 and 267/2012; other EU Council sanctions regulations, as implemented in EU Member States; United Nations sanctions policies; other relevant economic sanctions, export and import control laws, and other laws, regulations, legislation, orders, and requirements imposed by a relevant Governmental Entity.

7.1.2. "*Governmental Entity*" means any court, tribunal, or arbitral body with competent jurisdiction; any military, quasi-military, or law enforcement agency; or any other entity

agency, department, authority, or other instrumentality of any supra-national, federal, national, state, county, local, municipal, other political subdivision, administrative authority, agency, commission, instrumentality, or other governmental, regulatory body.

7.1.3. "*Government Official*" means (1) any elected or appointed government official (e.g., a legislator or a member of a government department or ministry), (2) any employee or individual acting for or on behalf of a government official, government agency, or enterprise performing a function of, or owned or controlled by, a government (e.g., a healthcare professional or researcher employed by a public hospital or university), (3) any political party officer, candidate for public office, or employee or individual acting for or on behalf of a political party or candidate for public office, (4) any employee or individual acting for or on behalf of a public international organization, and (5) any member of a royal family or member of a military.

7.1.4. "*Restricted Market*" means Crimean Peninsula, Cuba, Donbass Region, Iran, North Korea, Sudan, and Syria.

7.1.5. "*Restricted Party*" means any individual or entity on any of the following "Restricted Party Lists:" the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals List and Sectoral Sanctions Identifications List administered by OFAC; the US Denied Persons List, US Entity List, and US Unverified List all administered by the US Department of Commerce; the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions implemented by the EU Common Foreign and Security Policy; the List of Excluded Individuals/Entities published by the US Department of Health and Human Services, Office of Inspector General; any lists of prohibited or debarred parties established under the US Federal Food, Drug, and Cosmetic Act; the list of persons and entities suspended or debarred from contracting with the US Government; and similar lists of restricted parties maintained by the Governmental Entities of the countries that have jurisdiction over activities under this Agreement.

7.2. Global Trade Control Laws. The parties and their Staff involved in activities under this Agreement, will perform the activities under this Agreement in full compliance with all applicable Global Trade Control Laws.

7.3. Restricted Parties; Restricted Markets. Grant Recipient acknowledges that activities under this Agreement will not (i) be in a Restricted Market; (ii) involve individuals ordinarily resident in a Restricted Market; or (iii) include companies, organizations, or Governmental Entities from or located in a Restricted Market. Grant Recipient represents that it is not a Restricted Party and is not owned or controlled by a Restricted Party. With respect to activities performed under this Agreement, Grant Recipient confirms that neither Grant Recipient nor affiliates or Staff directly or indirectly involved in the activities contemplated under this Agreement are Restricted Parties and that no Restricted Parties will be engaged in any activities contemplated under this Agreement or delegated any responsibilities contemplated under this Agreement. Grant Recipient will screen the parties listed above against the relevant Restricted Party Lists. In the event that any part of this representation changes, Grant Recipient will immediately inform Pfizer and suspend all related activities

under this Agreement until Pfizer agrees in writing to move forward. Notwithstanding any other provision herein, such Restricted Party designation or involvement will be grounds for immediate termination of this Agreement by Pfizer, for cause, with no cure period.

8. TERM AND TERMINATION

8.1. Term. This Agreement will commence on the Effective Date and continue until terminated in accordance with this Agreement.

8.2. Termination.

8.2.1. *Termination Following Study Completion and Satisfaction of Obligations*. This Agreement will terminate after all of the following have occurred: (i) Study Completion; (ii) each party's receipt of all deliverables and payments owed to each party under this Agreement and in accordance with the Protocol; and (iii) each party's satisfaction of all other obligations under this Agreement.

8.2.2. *Early Termination by Grant Recipient*. Grant Recipient may terminate this Agreement (i) immediately on written notice to Pfizer when, as confirmed by the IRB/IEC, continued performance of the Study poses risks to the health or well-being of Study subjects; (ii) without cause upon 30 days written prior notice to Pfizer; or (iii) as otherwise permitted expressly under this Agreement.

8.2.3. *Early Termination by Pfizer*. Pfizer may terminate this Agreement (i) without cause upon 30 days prior written notice to Grant Recipient; (ii) immediately upon written notice to Grant Recipient if Principal Investigator becomes unavailable or withdraws from the Study and Pfizer and Grant Recipient are unable to agree upon a successor within 30 days after Pfizer is notified; (iii) as otherwise permitted expressly under this Agreement.

8.2.4. *Termination for Cause*. This Agreement may be terminated by either party, with written notification to the other party of an uncured breach by the other party. The party alleging breach must first provide to the other party written notice that specifically identifies the breach and must provide the alleged breaching party 30 days in which to cure it. Notwithstanding the foregoing, Pfizer may terminate this Agreement immediately upon notice to Grant Recipient, with no cure period, in the event that Grant Recipient violates Global Trade Control Laws or anti-corruption obligations set forth herein.

8.3. Payment upon Early Termination. The terms in this Section 8.3 apply only if the Agreement is terminated early for a reason other than for cause. Upon early termination, Pfizer will pay a pro rata portion of the total funding, less payments already made. Grant Recipient will refund to Pfizer any funding already received in excess of this calculated amount except to the extent that such funds have already been used, or committed and unable to be canceled, in a manner consistent with the Study budget upon which the Funding is based.

8.4. Reconciliation upon Study Completion. At Study Completion, the parties will cooperate to perform a financial reconciliation to confirm consistency between total Pfizer milestone

payments and the agreed-upon milestones and deliverables. The parties agree to make any adjustment (e.g., refund or additional payment) that is revealed by this analysis to be warranted.

9. REPRESENTATIONS

9.1. Representations of Both Parties. Each party represents that it: (i) has the requisite power and authority to enter into this Agreement and that this Agreement constitutes a legal and valid obligation binding upon such party, enforceable in accordance with its terms; and (ii) is not a party to any agreement that would prevent it from fulfilling its obligations under this Agreement.

9.2. Representations of Grant Recipient. Grant Recipient hereby represents that:

9.2.1. Grant Recipient, its affiliates and Staff: (i) are licensed, registered or otherwise qualified and suitable under Applicable Law to act as a regulatory sponsor, Study site or Investigator, as applicable; (ii) are not debarred under subsections 306(a) or (b) of the U.S. Federal Food, Drug, and Cosmetic Act or any other similar Applicable Law under any applicable jurisdiction. For the avoidance of doubt, this includes investigators not having any restrictions on their license to practice medicine, including restrictions on practicing certificates or other authorizations from professional bodies; (iii) are not the subject of any past or pending governmental or regulatory investigation, inquiry, warning or enforcement action (each an "**Agency Action**") related to its conduct of clinical research that has not been disclosed to Pfizer. Grant Recipient will notify Pfizer promptly anyone listed above receives notice of or becomes the subject of any Agency Action regarding its compliance with ethical, scientific or regulatory standards for the conduct of clinical research if the Agency Action relates to events or activities that occurred prior to or during the period in which the Study is conducted; and (iv) will not use in any capacity the services of any person debarred under Applicable Law under any applicable jurisdiction with respect to activities to be performed by or on behalf of Grant Recipient under this Agreement.

9.2.2. Conducting the Research and receiving the Funding is not inconsistent with any other obligation of the Grant Recipient.

9.2.3. Any information provided by Grant Recipient to Pfizer as part of Pfizer's anti-corruption due diligence process is complete and accurate.

9.2.4. The Funding will not cause Grant Recipient or any individual affiliated with Grant Recipient to do anything that would result in Pfizer improperly obtaining or retaining business or gaining any improper business advantage.

9.2.5. Grant Recipient has not, will not, and will take measures to ensure that individuals affiliated with Grant Recipient have not and will not, use any portion of the Funding to directly or indirectly offer or pay any money or anything of value in an effort to influence any Government Official or any other person in order for Pfizer to improperly obtain or retain business or to gain an improper business advantage, or Grant Recipient or affiliated

entities or individual(s) to improperly obtain or retain business or gain a business advantage. Pfizer will be entitled to revoke the Funding if Pfizer learns that Grant Recipient or any individuals affiliated with Grant Recipient or the Funding, has used or intends to use any portion of the Funding to improperly seek to influence any Government Official or any other person in order to obtain or retain business or gain a business advantage.

9.2.6. Pfizer may at any time publicly disclose that it has provided Grant Recipient with the Funding, including the amount of such support.

9.2.7. Grant Recipient will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred; and (ii) maintain true, accurate and complete invoices, reports, statements, books and other records.

Grant Recipient will notify Pfizer immediately if any of these representations require amendment during the term of this Agreement. Pfizer may terminate this Agreement immediately for cause, with no cure period, if Grant Recipient, its affiliates or Staff fail to comply with, or demonstrates an intent to fail to comply with, any of the above representations.

10. **GENERAL PROVISIONS**

10.1. Indemnification. Research supported by the Funding is not designed, sponsored, or managed by Pfizer and Pfizer provides no indemnification of any type. Grant Recipient will indemnify, defend, and hold harmless Pfizer and its affiliates, and its/their Staff, officers, and directors from and against any loss, liability, damage, cost, fine, penalty, or expense, including reasonable attorneys' fees, arising out of an audit, investigation, administrative proceeding, or litigation related to the Funding or any study or research supported by the Funding. This Section will survive the termination or expiration of this Agreement.

10.2. Assignment and Delegation.

10.2.1. *By Grant Recipient*. Grant Recipient may not assign any rights or delegate or subcontract any duties under this Agreement without written permission from Pfizer. If Pfizer authorizes any delegation of duties, Grant Recipient remains responsible to Pfizer for the performance of those duties.

10.2.2. *By Pfizer*. Pfizer may assign and delegate any and all of its rights or obligations under this Agreement to a third party.

10.3. Entire Agreement. This Agreement (including Attachments) along with the Protocol represent the entire understanding between the parties relating to this subject matter. This Agreement supersedes all previous agreements between the parties (oral and written) relating to this Study, except for any obligations that, by their terms, survive independent of this Agreement.

10.4. Survival of Obligations. Sections 3-6, 9, and 10 will survive Agreement termination,

along with any other provision of this Agreement that, by its nature and intent, remains valid after termination.

10.5. Public Disclosures; Use of Names. Neither party will use the name or logos of the other party in any public announcement, advertising or other public disclosure regarding the relationship of the parties, the existence or contents of this Agreement, or this Study without the prior written approval of the other party, and Grant Recipient will ensure that each subcontractor will not make any such disclosure. Grant Recipient will provide Pfizer reasonable advance notice, and in any event at least 14 days' notice, before publicly releasing any information about this Agreement or the Study (including, but not limited to, listings on clinical trial registries, website postings, press releases or presentations at scientific congresses) such that Pfizer may review and comment, and Grant Recipient will incorporate any reasonable Pfizer comments before releasing publicly.

[*signature page follows*]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

PFIZER INC.

_____ _____
Authorized Representative Date

Phillip Paone
_____
Printed Name

_____
Title

UNIVERSITY OF MESSINA

_____ _____
Authorized Representative Date

Rector Salvatore Cuzzocrea
_____
Printed Name

_____
Title

Read and Acknowledged by:

_____ _____
Principal Investigator Date

Fabiola Atzeni
Printed Name

ATTACHMENT A

PAYMENT SCHEDULE

General Research Grant Agreement Pfizer Tracking #63455669
TOTAL FUNDING AMOUNT: 150,000 EUR

NOTE: This total funding amount includes any overhead allowance. Pfizer will not provide funding for any other costs.

Payment Milestone	Amount
Initial payment: Pfizer will make no initial payment until Pfizer has received (1) an executed copy of the Agreement and (2) the required documents in "Required Study Documentation" impact report. / (ii) the Protocol and IRB/IEC approval, exemption or waiver	65,000.00 EUR
Interim payment #1–will be paid upon receipt of the study status update report (expected in February 2022) demonstrating subject enrollment or Study progress sufficient to complete the Study within the timelines outlined in the Protocol.	70,000. 00 EUR
Final payment – Pfizer will make the final payment only after receipt of the "Research Final Report" impact report and completion of any applicable remaining obligations under the Agreement. Final payment may be reduced if subject enrollment is less than targeted.	15,000. 00 EUR

Payments**:** CyberGrants, Pfizer's online grant system, will automatically trigger payment upon completion of a milestone within the system by the Principal Investigator and acceptance thereof by the Pfizer Grant Administrator.

Inquiries: To inquire about a payment, e-mail GlobalMedicalGrants@pfizer.com and include Pfizer Tracking No. 63455669.