

HEALTH CARE PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Health Care Professional ("HCP") Consulting Services Agreement ("Agreement"), is entered into between the University of Foggia - Department of Medical and Surgical Sciences with registered office in via A. Gramsci n. 89/91 - 71122 Foggia and operative office in Via L. Pinto n. 1 Centro di Ricerche Biomediche "E. Altomare" c/o Policlinico Riuniti - 71122 Foggia , pec dipartimentoscienzemediche@cert.unifg.it, Fiscal Code 94045260711 and VAT no. 03016180717 ("Department")

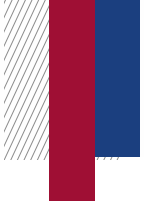
and Corcym S.r.l. with registered offices at Via Giovanni Spadolini 7, 20141, Milan, Italy, pec corcym@legalmail.it, Fiscal Code and VAT no. 11515960968, ("Company"). Corcym S.r.l. and its subsidiaries and affiliates (collectively referred to as "CORCYM Entities") are engaged in the research, development and commercialization of biomedical products, medical devices and related technology and in consideration of the premises, the parties agree as follows:

1. CONSULTING SERVICES

- 1.1 Services to be Performed by the Department. The Department, through the Performance Manager, will perform the services as set forth in Exhibit 1 during the term of this Agreement ("Services").
- 1.2 Reporting. The Performance Manager, identified by the Department, will provide Company with information, advice and reports on a periodic schedule as requested by the Company, including, where applicable, submitting a final written report detailing the results of the Services, including all data, conclusions, results, observations, procedures and the like ("Deliverables or Report"). If this Agreement is terminated before completion of the Services, then the Performance Manager's Report will contain such results and information available up to the date of termination.

2. COMPENSATION

- 2.1 Compensation. In full and exclusive compensation for the Performance Manager's proper execution of the Services and subject to the timely submission of the required documentation and/or Deliverables /Report specified in Section 1.2, Company will pay to the Department the amount agreed and indicated in Exhibit 1.
- 2.2 Reimbursement. Company at its sole commercial discretion will book and pay reasonable travel expenses or, alternatively, it will directly reimburse the Performance Manager identified by the Department for any and all reasonable travel related expenses incurred by the Performance Manager in connection with the actual performance of the Services. CORCYM will not reimburse the Performance Manager's expenses if such expenses were not pre-approved by Company in writing. Reimbursable travel expenses may include reasonable automobile rental and other transportation expenses, hotel expenses and meals. All requests for reimbursement for travel-related expenses must be supported by original receipts and/ or accompanied by documentation in form and detail sufficient to meet the requirements of the taxing authorities with respect to recognition of business-related travel expenses for corporate tax purposes. The Performance Manager represents and warrants that no expenses shall be submitted for reimbursement for anyone other than the Performance Manager , including but not limited to spouses or guests.



2.3 Invoicing. The Department will invoice Company for the performance of Services. Invoices will set forth the actual number of hours worked and itemize all other reimbursable costs incurred. Undisputed invoices will be payable by Company within ninety (90) days from their receipt. Where applicable, invoices exclude any VAT. All amounts set forth in the invoices under this Agreement shall be made payable following the generation of a PagoPA notice containing all the information necessary to proceed with the payment: the amount, the due date, the code with which the University of Foggia is registered in the PagoPA system (60W08), the numerical code that uniquely identifies the payment.

3. REPRESENTATIONS/WARRANTIES & COVENANTS

3.1 Representations and Warranties of the Department. The Department represents and warrants that:

- (a) The Department has the experience in such matters related to the Services and is capable of performing the Services as represented to Company;
- (b) The Department has not entered into any agreement or has outstanding obligations, whether oral or written that are inconsistent or in conflict with the execution or performance of the activities and Services described in this Agreement;
- (c) The Department has the full power and authority to enter into this Agreement;
- (d) All amounts received by the Department under this Agreement are only for compensation for the performance of the activities described in this Agreement, in full accordance with all applicable laws and regulations .
- (e) the Compensation set forth in clause 2.1. has been freely negotiated between the parties and represents the fair market value of the Services as performed by Department and are not intended to induce, nor will be construed as an offer or payment made to induce a purchase or lease of CORCYM products.
- (f) The Department will comply with all applicable laws, regulations and rules, including maintaining any required licenses or permits.

3.2 Covenants of the Department. The Department shall:

- (a) comply with CORCYM's Code of Ethics available at www.corcym.com/ethics which is considered part of this Agreement;
- (b) comply with applicable codes of ethics, including, but not limited to the AdvaMed Code of Ethics of Interactions with Health Care Professionals and MedTech Europe Code of Ethical Business Practice;
- (c) perform the Services consistent with the highest standards of the profession, to the best of the Performance Manager's skill and ability, and within the scope of Services defined in Exhibit 1;
- (d) comply with all applicable laws and regulations, including but not limited to standards of safety, taking due regard of and complying with the safety regulations of CORCYM Entities and reporting to Company promptly any incident which could give rise to unsafe working conditions or practices .
- (e) refrain from behaviors that could lead to an infringement of the laws, rules, regulations and principles referred above and to promptly inform CORCYM's

Supervisory Body at odv@corcym.com of any infringements, even alleged, of the Code of Ethics and of the said laws, rules, regulations and principles of which it has become aware

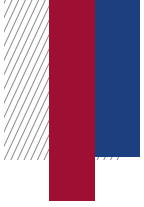
- (f) not assign or subcontract performance of this Agreement or any of the Services to any person, firm, company or organization without Company's prior written consent;
- (g) during the term of this Agreement, not enter into any other agreement, whether written or oral, which would conflict with the Department's obligations under this Agreement;

4. CONFIDENTIAL and PERSONAL INFORMATION

- 4.1 Confidentiality. The Department, during this Agreement and thereafter, will hold in confidence, all information and materials, including confidential and/or proprietary information, know-how, third party information, trade secrets, the terms of this Agreement, patents, reports and other data, both technical and non-technical, received by or disclosed to the Performance Manager by CORCYM Entities in any form or that results from the Performance Manager's performance under this Agreement, including the Work Product (all referring as "Confidential Information") and will not disclose to any third party or use it for any purpose except as provided in this Agreement.

The Department's obligations not to disclose or improperly use Confidential Information received during the Term will continue for two (2) years after this Agreement expires or is terminated. The Department's obligation to not to disclose or improperly use Company trade secrets shall last so long as Company maintains such information as a secret. Early termination of this Agreement does not relieve the Recipient of its obligations relating to Confidential Information exchanged before the effective date of termination.

- 4.2 Access. The Department will limit the access to the Information to the Performance Manager who, with Company's knowledge and written consent, are directly responsible for performing the Services .
- 4.3 Authorized Disclosure. Notwithstanding Section 4.1, the Department will have no obligation of confidentiality and non-use with respect to any portion of the Information which (i) is or later becomes generally available to the public by use, publication or the like, (ii) is obtained from a third party without restriction who had the legal right to disclose the same to the Performance Manager , (iii) the Department already possesses as evidenced by the Department's written records, predating receipt thereof from CORCYM Entities, or (iv) is required to be disclosed by the Department in response to a valid and specific request of a court or other governmental body, so long as the Department provides Company with timely prior written notice and coordinates with Company in order to limit the scope of such required disclosure.
- 4.4 Return of Confidential Information. The Department will promptly return to Company, upon its written request (but in any event upon the termination of this Agreement for any reason), the Confidential Information (including Work Product) , and delete permanently the Confidential Information stored in any magnetic or optical disc or memory, unless such deletion is prohibited by law. The Department will be entitled to

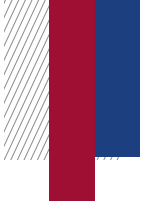


retain a physical copy of the Confidential Information for record keeping purposes, if required by law.

- 4.5 . The Department ensures compliance with CORCYM's obligations relating to the security of processing assuring an adequate level of confidentiality, integrity, and availability to protect Confidential Information, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Confidential Information transmitted, stored or otherwise processed.
- 4.6 In the event the Department will act as data processor on behalf of any CORCYM Entities, the Department will process personal information, as established in Exhibit 1, in accordance with the applicable privacy laws and regulations, instructions given from time to time by the CORCYM (acting as Controller), and CORCYM's data protection policies. According to the Service provided, the type of personal information may include (as a relevant) contact and health data referred to CORCYM employees, CORCYM business partners, and patients.
- i. In the event of any actual breach that compromises the security, confidentiality, or integrity of personal information, the Department will (i) notify CORCYM without delay (no later than twenty-four (24) hours) after becomes aware of the incident ii) cooperate with CORCYM in connection with any investigations providing CORCYM with reasonable assistance to satisfy any legal obligations (including obligations to notify Supervisory Authorities).
 - ii. When required, the Department (i) shall assist CORCYM in the fulfillment of CORCYM's obligation to comply with the rights of data subjects, and (ii) reasonably ensures compliance with CORCYM's obligations relating to the data protection impact assessment.

5. INTELLECTUAL PROPERTY AND MEDIA WAIVER

- 5.1 Ownership. Any information, deliverables or results, including discoveries, inventions, copyright, design rights, patents, innovations, suggestions, know-how, ideas and reports made by the Department , which result directly or indirectly from the performance of the activities and/or Services described in this Agreement or are related to, information disclosed by CORCYM Entities to the Department , whether made alone or in conjunction with others ("Work Product"), will be promptly disclosed to Company. All Confidential Information (including Work Product) will be the exclusive property of Company, whether the Services to be performed are completed or not, and can be used by CORCYM Entities for all purposes without restriction. The Inventor retains all moral rights to the invention, including the right to be recognized as its author. Such rights will be governed and enforced in accordance with the applicable laws of the Italian State.
- 5.2 Media Waiver. The Performance Manager authorizes Company and grants his/her consent to film, through any means and also by third parties, his/her person during Company organized events and to fix his/her image and voice (including photographs, videos, audio recordings and transcripts of audio recordings) on any media (the "Media").



In addition, the Performance Manager authorizes the Company, without any limitations concerning time and territory, to:

- (a) keep the Media in Company's digital systems and archives;
- (b) transfer the Media to other companies of Corcym Group and to its employees;
- (c) publish the Media on websites, newsletter, blogs, and on Company's official social network accounts (like Facebook, YouTube, Twitter, LinkedIn, etc.);
- (d) use Media for activities of informative, advertising and/or commercial nature (such as, by way of example and without limitation, press releases, publications, marketing and advertising materials) that the Company reckons of direct or indirect need, benefit or convenience for all the activities directly or indirectly aiming at the enhancement of Company's image and reputation.

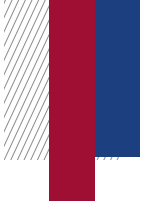
The Performance Manager assigns – without any limitations of time and territory – all the rights of exploitation of the Media, pursuant to applicable laws and regulations including the right to use, store, display, disseminate, publish as a whole or in part, on a permanent or temporary basis, the Media, waiving any claim and releasing the Company from any liability on the above. The Performance Manager recognizes and agrees that no consideration shall be paid by the Company for the use and exploitation of the Media for the purposes above. The Performance Manager acknowledges that any withdrawal of the above granted consent by the Performance Manager shall entail the right of the Company to claim for damages resulting from the impossibility of exploiting the Media.

6. RELATIONSHIP OF THE PARTIES

- 6.1 Relationship and Benefits. The relationship between the Department and the Company will be that of independent contractors and at no time will the Performance Manager hold itself out to be an employee of Company or to have any authority to obligate CORCYM Entities by contract or otherwise. The Performance Manager will not claim the status, prerequisites or benefits of Company employee, including eligibility for coverage or to receive any benefit under any CORCYM Entities employee benefit plan or employee compensation arrangement.
- 6.2 No Withholding and tax and Social Security Contributions. Unless otherwise required by law, no amount will be deducted or withheld from Company's payment to the Department for income taxes and no social security contributions of any kind (e.g. medical, pension or unemployment insurance) will be payable by Company on the Performance Manager's behalf. The Department will be solely responsible for making appropriate filings and payments to all applicable taxing and social security authorities, including but not limited to all withholding and payroll taxes due on compensation received under this Agreement, estimated income payments, social security contributions of any kind, employment, self-employment taxes and applicable value added tax (VAT).

7. TERM AND TERMINATION

- 7.1 Term. This Agreement will come into force from the date of its registration in the computer protocol system of the University of Foggia and will have a duration of 24 months, unless terminated earlier under the provisions of this Agreement. At the end of



the term, this Agreement may be renewed on equivalent terms and conditions upon the mutual written consent of the parties.

- 7.2 Termination for Convenience. This Agreement may be terminated by Company for convenience at any time before its contractual term by giving thirty (30) days prior written notice to the Department . Upon termination of this Agreement without cause, neither party shall be liable to the other, either for compensation or for damages of any kind or character whatsoever, whether on account of the loss of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection therewith, or on account of any other cause or thing whatsoever.
- 7.3 Termination for Default. This Agreement may be terminated for cause by either party at any time upon written notice of Default by the other party, if a Default has not been cured within fifteen (15) days of such notice. Default means (i) any representation or warranty having been or is untrue in any material respect; and/ or (ii) failure to comply in any material respect with any covenant; and/ or (iii) the failure to perform any material obligation. If this Agreement is so terminated by either party, upon submission to Company by the Department of reasonable documentation of all work properly performed by the Performance Manager to such date and accepted by Company in writing, then the Department will be entitled to recover payment for such work, subject to any right of Set-off by Company. Set-off means Company's right, at its option, to satisfy any claim or indemnity (in whole or in part) by way of deduction from the amounts payable by Company or CORCYM Entities, as the case may be, to the Department.
- 7.4 Effect of Termination. The termination of this Agreement for any reason will not release either party from any obligations and liabilities set forth in this Agreement which the parties have expressly agreed will survive such termination or which remain to be performed or by their nature would be intended to be applicable following any such termination. In the event of the termination of this Agreement, for any reason, Company's sole obligation will be to: (i) pay to the Department any then-outstanding unpaid Fees for Services actually and properly performed by the Performance Manager prior to the termination date, provided that such Services are properly documented in accordance with clause 1.2 and (ii) reimburse the Performance Manager for the reasonable then-outstanding Expenses that were actually and properly incurred by the Performance Manager prior to the termination date and which are reimbursable in accordance with clause 2.2. Company may exercise its right of Set-off to the extent necessary to recover amounts owed.

8. INDEMNIFICATION AND INSURANCE

- 8.1 Indemnification. The Department will indemnify and hold harmless CORCYM Entities, its officers, directors, employees and agents against all liability, obligations, claims, loss and expense (including reasonable attorney's fees and expenses) arising out of acts or omissions of the Department , including those arising out of third party claims or actions, the performance of the Services and this Agreement or breaches of the Department 's representations, warranties and covenants. In no event will either party be liable to the other party for any indirect, consequential, incidental, special or punitive

damages, whether arising under contract, tort or any other theory of liability, even if advised of the possibility of such damages.

- 8.2 Insurance. The Department will procure and maintain during the performance of this Agreement satisfactory insurance coverage for civil liability in order to respond to each occurrence for any damage caused by the Performance Manager in the performance of the Services and to satisfy its indemnification obligations under this Agreement. Upon Company's request, the Department will provide to Company within five (5) days proof of the Performance Manager's insurance coverage.

9. MISCELLANEOUS

- 9.1 Waiver. None of the terms of this Agreement may be waived except by an agreement in writing signed by the party against whom enforcement of such waiver is sought. The failure or delay of either party in enforcing any of its rights under this Agreement will not be deemed a continuing waiver of such right.
- 9.2 Entire Agreement/Severability. This Agreement, including all Exhibits, constitutes the only contract or understanding between the parties hereto or between any party hereto and any named or unnamed participant in the activities contemplated by this Agreement, relating to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings among the parties relating to said subject matter. Company may assign this Agreement in whole or part at any time without the prior consent of the Department. If any provision of this Agreement is, becomes, or is deemed invalid, illegal or unenforceable, such provision will be deemed amended to conform to the applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will remain in full force and effect.
- 9.3 Amendments. This Agreement may not be released, discharged, amended or modified in any manner except by an instrument in writing signed by the Department and an authorized representative of Company.
- 9.4 Counterparts/Headings/Notices. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Article and Section headings contained in the Agreement are included for convenience only and are not to be used in interpreting this Agreement. Notices will be in writing and either sent by pec or registered mail, return receipt requested at the address referenced in this Agreement.
- 9.5 Public Announcements. The Department may make any press release, statement or public announcement including by means of advertising or sales promotional materials or any other way that mentions or refers to CORCYM Entities or the names of its employees



subject to Company's prior written consent and may only publish the results of any of its work hereunder with the prior written approval of Company.

- 9.6 Transparency Laws. The Department acknowledges and agrees that CORCYM Entities may disclose details of services provided by the Department and any payments made to the Department under this Agreement as necessary to comply with any applicable law, regulation or industry code or to comply with CORCYM Entities policies, as amended from time to time. The Department can exercise the right of access or ask any question about Transparency requirements by contacting CORCYM at <https://www.corcym.com/contact-us>.
- 9.7 Governing Law. This Agreement shall be construed and interpreted under and in accordance with the substantive laws of Italy and the parties submit to the exclusive jurisdiction of the courts of Milan, Italy.

Intending to be legally bound, the parties have entered into this Agreement as of the Effective Date.

Corcym S.r.l.

By: _____

Printed Name: Fabio Grossich

Title: Sales Director Italy & Iberia

**UNIVERSITY OF FOGGIA –
DEPARTMENT OF MEDICAL AND
SURGICAL SCIENCES**

By: _____

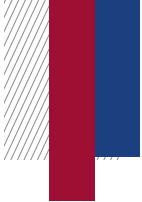
Printed Name: Gaetano
Serviddio _____

Title: Head of the
Department _____

By: _____

Printed Name: Domenico
Paparella _____

Title: Performance Manager – Full
Professor for the S.D.S. MEDS-13/C,
Director of the CardioSurgery Department,
at Policlinico Riuniti in
Foggia _____



We acknowledge the existence of this Agreement and consent to the execution of this Agreement upon signing by the parties of the disciplinary annex as an integral part of this Agreement. .

HOSPITAL ADMINISTRATION

Azienda Ospedaliero-Universitaria

"Policlinico Riuniti" of Foggia

By:

Printed Name: Giuseppe

Pasqualone_____

Title: Extraordinary

Commissioner_____



Exhibit 1

Services and Compensation

The following services shall be performed by the Department, through the Performance Manager:

Description of Services:

The approved Services provided by the Department includes and is limited to the following:

Expert consultancy:

Upon request from CORCYM, the Performance Manager will provide consulting services related to Corcym's product use. The Consultant Services related to, one or more of the following:

- feedback for the validations/other design-related activities of new products, to be provided via conf calls, meetings at CORCYM's or Department's facilities;
- training activities, at CORCYM's or Department's facilities, or third party external (Policlinico Riuniti di Foggia)
- product quality and performance assessments

Speaking events:

Upon request from CORCYM, attend and make presentations or talks at either CORCYM meetings or CORCYM sponsored lectures at medical meetings/congresses organized by professional societies. Presentations, locations and dates shall be previously agreed in writing with CORCYM from time to time. The Consultant services relate to, one or more of the following:

- Podium Activities, Symposia
- Peer-to-Peer workshops
- Webinars
- Advisory boards
- Investors meetings
- Meetings with notified bodies (regulatory affairs)

Medical writing and scientific support:

Upon request from CORCYM, the Performance Manager will provide consulting services related to scientific support and medical writing. The Services to be provided by Consultant will be in the field of Corcym's product use. The Services provided by the Department will include, but are not limited, to the following:

- data analysis and literature review cardiosurgery and related topics



- support for clinical protocols and clinical roadmap preparation

Off-site Proctorship:

This “Proctorship Training” consists of assisting other surgeons at other medical institutions in performing cardiac surgery procedures to implant HV CORCYM solutions, teaching the proper technique for preparation, implantation and use, as well as discussing the substantiated features and benefits clinical outcomes and literature data that is consistent with product indications. The Performance Manager shall act only as a monitor to evaluate the technical and cognitive skills of another surgeon. The Performance Manager shall not directly provide patient care. The Performance Manager does not have any physician-patient relationship with the patient being treated, the proctored surgeon bears primary responsibility for patient’s care. The Performance Manager shall all the time comply with the rules and regulations of the medical institution where the Proctorship Training is conducted. The Performance Manager will also be available to follow up with the trainees as needed on their first ten implantations, providing guidance on approved product indications (only providing specific guidance on patients that meet the applicable product indications and do not fall within applicable product contra-indications), surgical technique and/or patient follow up. Training dates and sites: to be previously agreed in writing with CORCYM.

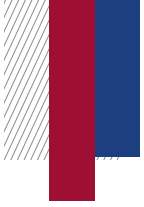
On-site preceptorship:

This training consists of operating room observation (minimum 2 (two) cases per training day) by guest surgeons at the Performance Manager’s reference hospital and discussion about Corcym’s use, implantation (as applicable), substantiated features and benefits and in-service, clinical outcomes and the proper technique for its implantation (Insurance coverage of surgeons in training paid by CORCYM)

Other (as approved): -----

If personal information, such as patient data, is processed by the Performance Manager as data processor in the performance of the above selected Service(s), the privacy provisions of Section 4 apply to that activity.

Compensation:



In full and exclusive compensation for the Performance Manager's proper execution of the Services, Company will pay to the Department, upon completion and written acceptance of the Services as prescribed herein.

CORCYM will not provide any compensation unless the Service is required, agreed in writing between the Parties.

In addition, travel time will be reimbursed at 50% of the agreed daily rate if said travel is for half day leave from employment or for a duration of more than 4 hours in any given day.

- Daily rate of Euro 1000,00 (one thousand Euro) plus applicable VAT (if applicable) – intending eight working hours
- Half daily rate of Euro 500,00 (five hundred Euro) plus applicable VAT (if applicable) – intending four working hours
- Hourly rate of Euro 125,00 (one hundred and twenty-five Euro) plus applicable VAT (if applicable)

Estimated time for Webinar 4 hours, including preparation of the presentation, rehearsal, session. Different compensation should be previously agreed in writing with CORCYM.

CORCYM estimates that the Performance Manager will be requested to give activities for a total maximum compensation of Euro 20.000 (twenty thousand Euro) plus applicable VAT (if applicable) during the term of this Agreement.



Compliance check

(to be completed by the Performance Manager)

Is the Performance Manager an employee of the Italian Public Administration?

Yes ☐ No ☐

Is the Performance Manager/has the Performance Manager been a member of a tender award commission (i) for a public tender currently pending and on which the Company is presenting an offer and /or (ii) for a public tender awarded to the Company in the past 12 months?

Yes ☐ No ☐

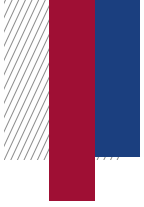


Exhibit 2
Proctor requirements and qualification

The Perceval proctor shall meet CORCYM standard requirements, ensuring and maintaining the quality of service as specified here below:

- Guarantee technical and clinical outcome consistency associated to Perceval product, according to the CORCYM policies
- Attending the Global Perceval forum meetings, intended as continuous educational update and for which CORCYM do not foresee any compensation, unless specific work is required and agreed between the parties
- Availability to support CORCYM with at least four activities p/year, as specified in the Exhibit 1
- 100% compliance to IFU during training (in case of deviation a corrective action should be implemented)
- Perform only the Services required, agreed in writing between the Parties.

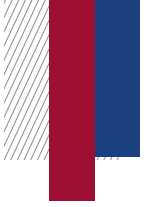


Exhibit 3

Information Notice pursuant to Arts. 13 and 14 of Regulation (EU) 2016/679

What does this Information Notice apply to?

This Information Notice has been drawn up in accordance with Arts. 13 and 14 of Regulation (EU) 2016/679 ("**GDPR**") and applies to the personal data relating to you collected by Corcym S.r.l., with registered office in Via Giovanni Spadolini 7, 20141 Milan (Italy) – in its quality of data controller – (hereinafter "**Corcym**", the "**Controller**", "**we**", "**us**" or "**our**", as appropriate) or communicated to us by third parties to which you have provided them (hereinafter the "**Personal Data**"), and processed in connection with this Agreement.

What Personal Data we collect?

We may collect the following Personal Data:

- (1) Identifiers such as name and surname;
- (2) Contact details such as email address;
- (3) Information relating to professional life such as medical specialty, professional education, publications, participation in clinical trials, affiliation with health care organizations, hospital for which you work, city and country in which you practice your profession and information on the heart valves used;
- (4) Feedback information
- (5) Any other information voluntarily provided by you.

Provision of your Personal Data is voluntary but necessary for pursuing the purposes listed below; in the event you do not provide us your Personal Data, it will be impossible for us to pursue such purposes.

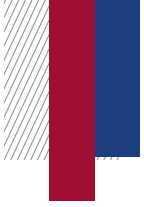
How do we collect your Personal Data?

Most of the Personal Data we process is collected directly from you whenever you interact with us. We may also collect your Personal Data from third parties to which you have provided it (e.g., health care organizations) or from reliable public sources (e.g., university websites and/or governmental bodies).

For which purposes do we process your Personal Data?

We may process your Personal Data to:

- (1) Execute this Agreement;
- (2) Subject to your consent, public on our website, on an individual basis, the transfers of value made by us in your favour, in accordance with the transparency requirement to which we are subject; in this respect, please note that, where you do not consent to the processing of your Personal Data for such purposes, the transfers of value made by us in your favour will be published on an aggregated basis;
- (3) Subject to your consent, send to you – also through automated communication systems – informative or promotional communications about our products, services and activities, including invitations to medical educational activities, events and other initiatives, press releases and newsletters;
- (4) Fulfil legal or regulatory obligations to which we are subject;
- (5) Exercise or defend legal claims in judicial procedures;



- (6) Carry out activities preparatory to or connected with the execution of extraordinary operations such as mergers, acquisitions and the sale of business units.

The processing of your Personal Data for the purposes under number (1) does not require your consent as it is necessary to execute an agreement, pursuant to Art. 6 (1), letter b) of GDPR. The processing of your Personal Data for the purposes under numbers (2) and (3) requires your consent pursuant to Art. 6 (1), letter a). The processing of your Personal Data for the purpose under number (4) does not require your consent as it is necessary to fulfil the legal or regulatory obligations to which we are subject, pursuant to Art. 6 (1), letter c) of GDPR. The processing of your Personal Data for the purposes under numbers (5) and (6) does not require your consent as it is necessary to pursue our legitimate interest, pursuant to Art. 6 (1), letter f) of GDPR.

How do we process your Personal Data?

We have security measures in place to protect your Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Personal Data.

How long do we keep your Personal Data?

Your Personal Data will be stored for 10 years after our contractual relationship has ended or as long as we are required or we need to keep them in accordance with applicable laws and regulations.

With whom your Personal Data is shared?

Your Personal Data may be made accessible or communicated to the following persons who will act as persons authorized to the processing, data processors or autonomous data controllers:

- (1) Our employees or collaborators;
- (2) Public or private entities, natural or legal persons, who carry out processing activities on our behalf or to whom we are required to disclose your Personal Data, pursuant to legal, regulatory or contractual obligations;
- (3) Companies belonging to the Corcym Group;
- (4) Prospective or actual purchasers in the context of a merger, acquisition or other reorganization or sale of our business or assets.

We inform you that if any of the third parties above are established outside the European Economic Area, we will transfer your Personal Data ensuring an adequate level of protection of the Data, for example on the basis of the standard contractual clauses set out in Art. 46 (2) (c) and (d) of GDPR.

Lastly, we inform you that, for transparency reasons, we may publicly disclose some of your Personal Data (including your references, charges, fees, cash donation, expenses, awards and contributions).

Your rights under the data protection law

Pursuant to Arts. From 15 to 22 of GDPR, you have the right to ask us to:

- (1) Be informed on the purposes and methods of the processing of your Personal Data;
- (2) Access to and receive a copy of your Personal Data;
- (3) Rectify incomplete, inaccurate or out-of-date Data;
- (4) Delete your Personal Data;



- (5) Restrict the processing of your Personal Data, where applicable under GDPR;
- (6) Object to the processing, wholly or partly, where applicable under the GDPR;
- (7) Obtain the portability of your Personal Data, where applicable under the GDPR.

Where consent is required for the processing of Personal Data, you may also revoke the consent already given at any time, without prejudice to the lawfulness of the processing based on the consent given before the revocation.

You may exercise any of the rights above by sending an email to privacy@corcym.com

In addition, you have the right to lodge a complaint with the competent supervisory authority if you believe that your rights under the GDPR have been violated.

☐ I consent to the publication on Corcym's website of my Personal Data, on an individual basis, relating to the transfers of value made by Corcym in my favor.

☐ **I wish to receive informative or promotional communications about Corcym's products, services and activities, including invitations to medical educational activities, events and other initiatives, press releases and newsletters.**

Printed Name: prof. Domenico Paparella_____

Signature: _____

Date: _____

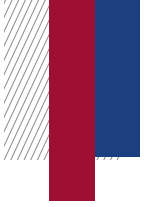


Exhibit 4

CORCYM THIRD PARTY PRESENTATION GUIDELINES

Dear Prof. Paparella,

Thank you for accepting to be a speaker at our Corcym events during the validity of this agreement.

- Considering that CORCYM mustn't release results of ongoing sponsored studies mandated by competent regulatory authorities before the complete data have been submitted, if your center is included in one of these studies, only present the data relating to your own center's experience and not the overall cohort, specifying that these are preliminary data.
- Considering that CORCYM mustn't, in any way, promote the use or sale of any CORCYM product for a use or indication that is not approved or cleared by the FDA, the EU Notified Body or the competent regulatory authorities for the applicable jurisdiction, avoid making reference to any off-label use of any CORCYM product in your presentation, including the association of a CORCYM product with a disease state or condition that is not expressly mentioned in the approved labeling for the product.
- Product messaging and claims are expected by regulatory and legal requirements to be supported by evidence of a sufficient amount and quality to make a qualified assessment. Please ensure everything you include in your presentation is adequately supported and referenced.
- Your presentation shall contain the following statement: "Unless cited, the content and conclusions of the following presentation are solely my opinions. I am responsible for all content and any necessary permissions. I am a consultant/advisor of the following companies: [...]" (the latter, if applicable). We can provide you with an appropriate slide for this purpose.
- Please share with CORCYM the final version of your presentation (in .ppt or .pdf version) at least three working days before the day of the event. CORCYM will not publish or disseminate your presentation without your consent.



**DISCIPLINARY OF THE HEALTH CARE PROFESSIONAL CONSULTING SERVICES
AGREEMENT BETWEEN CORCYM SRL, UNIVERSITY OF FOGGIA AND A.O.U. OSPEDALI
RIUNITI OF FOGGIA**

BETWEEN

CORCYM S.r.l., with registered office at Via Giovanni Spadolini 7, 20141 Milan (Italy), Fiscal Code and VAT number 11515960968, in the person of its legal representative pro tempore, hereinafter also referred to as "CORCYM" or "CORCYM Data Controller"

AND

UNIVERSITY OF FOGGIA - Department of Medical and Surgical Sciences, with registered office in via A. Gramsci n. 89/91 - 71122 Foggia and operative office in Via L. Pinto n. 1 Centro di Ricerche Biomediche "E. Altomare" c/o Policlinico Riuniti - 71122 Foggia, in the person of the Director pro tempore, hereinafter also referred to as "UNIFG"

AND

AZIENDA OSPEDALIERO-UNIVERSITARIA OSPEDALI RIUNITI OF FOGGIA, with registered office in Viale Luigi Pinto, 1, 71122 Foggia, C.F. and VAT no. 02218910715, in the person of the pro tempore Extraordinary Commissioner, hereinafter also referred to as "Policlinico" or "Policlinico Data Controller"

WHEREAS

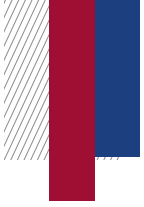
- On [], CORCYM and UNIFG signed a contract for the performance of professional healthcare consultancy services by University staff (hereinafter the "Main Contract");
- Some of the training and tutoring activities envisaged by the Main Contract shall take place at the premises of Policlinico Riuniti di Foggia;
- Such activities may entail the access to personal data, also belonging to special categories pursuant to art. 9 of the GDPR, concerning patients of the Hospital;
- The Parties intend to formalise with this Addendum their respective responsibilities regarding the protection of personal data, pursuant to Articles 4, 6, 9, 26 and 28 of Regulation (EU) 2016/679 ("GDPR");

THE FOLLOWING IS AGREED AND STIPULATED

Art. 1 - Object

This Addendum regulates the personal data processing profiles related to the carrying out at the Policlinico of training activities envisaged by the Main Contract, specifying the autonomous roles of the Parties as data controllers as well as the obligations of the University of Foggia towards the A.O.U. Policlinico Riuniti of Foggia.

Art. 2 - Qualification of the Parties



2.1. CORCYM acts as autonomous data controller for the processing of personal data related to the contract management and to the possible publication of transfers of value in accordance with transparency regulations.

2.2. UNIFG acts as autonomous data controller for the processing of data related to the activity of its lecturers and collaborators.

2.3. Policlinico Riuniti of Foggia acts as autonomous data controller for any processing of personal data referring to patients, health staff or others, carried out within the framework of clinical and training activities taking place at its facilities.

Art. 3 - Obligations of the Polyclinic as autonomous data controller

Policlinico Riuniti of Foggia undertakes to:

- authorise, in accordance with its own internal procedures, access to operating theatres and other clinical areas;
- guarantee that any personal data of patients are processed in compliance with the GDPR and the applicable health regulations;
- adopt adequate technical and organisational measures to guarantee the confidentiality, integrity and availability of the data;
- adequately inform patients, where necessary, about the presence of external consultants or tutors;
- collect any additional informed consent, if required by internal policies or regulations in force.

Art. 4 - Obligations of the University of Foggia

The University of Foggia - Department of Medical and Surgical Sciences shall pay the Azienda Ospedaliero-Universitaria Ospedali Riuniti of Foggia, by way of reimbursement of expenses, the amount of 3% of the total amount received, for the instrumental and logistic costs borne by the Policlinico di Foggia necessary for the performance of the activities.

Art. 5 - Communication and minimisation of data

The Parties agree to limit any reciprocal communication of personal data to a minimum, adopting, where possible, anonymisation or pseudonymisation techniques.

Art. 6 - Co-operation between the Parties

In the event of the exercise of rights by data subjects, security incidents or requests by the supervisory authority, the Parties undertake to co-operate promptly to ensure the effective handling of the case and the fulfilment of the obligations of the Supervisory Authority.

Art. 7 - Duration

This Addendum shall have the same duration as the Main Contract and shall follow any extension thereof. The confidentiality and data protection obligations shall survive even after the termination of the relationship.

Art. 8 - Place of Jurisdiction

For any dispute relating to this Addendum the Court of Milan shall have exclusive jurisdiction, as the place of jurisdiction provided for in the Main Contract.

Read, confirmed and signed.

For CORCYM S.r.l.



For the University of Foggia

For Azienda Ospedaliero-Universitaria "Policlinico Riuniti" of Foggia

Attachment:
VIDEO REPRESENTATION DURING SURGICAL INTERVENTION

RELEASE FOR VIDEO-FILMING DURING SURGERY

The undersigned [name and surname]

born in on

with reference to the video recordings that will be made by during the surgery for purposes of (training, scientific dissemination, etc.)

., with this release, **declares to have received, read and understood the information on the processing of personal data provided by the Policlinico Riuniti of Foggia and**

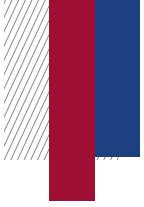
AUTHORIZES

on a non-onerous and non-profit basis, without time limits, also pursuant to articles 10 and 320 of the civil code and articles 96 and 97 of law 22.4.1941, n. 633, Copyright Law, for the purposes indicated above, within the institutional activities of the Policlinico, the use of the contents exclusively in contexts that do not prejudice personal dignity and decorum and in any case not for uses and/or purposes other than those indicated above.

FURTHER DECLARES

- to authorize the recording of photographic, audio and video content that depicts oneself, under the terms and conditions indicated;
- to be aware that the video recording service is carried out in a completely free and gratuitous manner and to irrevocably waive any compensation, right, action or claim deriving from the above authorization;
- to assume full responsibility for the declarations made, releasing the Policlinico from any claim and/or action, including from third parties.

This authorization may be revoked at any time, pursuant to art. 7 par. 3 of the General Data Protection Regulation (EU Reg. 2016/679 or GDPR) also exercising the rights under articles 15-22 of the GDPR, by means of a written communication to be sent to the Data Controller: Azienda Ospedaliero Universitaria Policlinico Riuniti di Foggia, Viale Luigi Pinto, 1 - 71122 - Foggia (direzionegenerale.segreteria@ospedaliriunitifoggia.it) or to the Data Protection Officer at Isilvestris@ospedaliriunitifoggia.it. For further information on the processing of personal



data, please refer to the Policlinico Riuniti di Foggia website, at <https://www.sanita.puglia.it/web/ospedaliriunitifoggia>, in the specific "Privacy" section.

Place and date _____ Signature of the Declarant