

RESEARCH AGREEMENT

This Research Agreement (the “**Agreement**”) is entered into as of 10th February 2024 (the “**Effective Date**”) by and between

BioGaia New Sciences AB (publ), incorporated and registered in Sweden with company number 559371-5252 whose registered office is at P.O. Box 3242, 103 64, Stockholm, Sweden, (“**BioGaia**”); and

Università degli Studi “G. d’Annunzio” Chieti-Pescara, Via dei Vestini 31 – 66100 Chieti, Italy (“**UNICH**”)

1. Purpose and scope

The Parties have agreed to collaborate on the project described in the agreed Confidential “Research Plan” entitled **USE OF INNOVATIVE POSTBIOTICS FOR THE DEVELOPMENT OF STRATEGIES AIMED TO THE SKIN HEALTH CARE** (“Research Plan”), (the “Project”) and that the Project shall be carried out at UNICH. The Research Plan shall be regarded as a part of the Agreement.

Rossella Grande has been assigned as the project leader by **UNICH** for the Project “Project Leader”.

The Project Leader is responsible to ensure that the Project is carried out in a professional and careful way. The Project is to be carried out under the direction of the Project Leader in cooperation with persons assigned by mutual understanding with BioGaia. Persons involved in the Project shall include Marialucia Gallorini, Paolo Amerio and Giulio Gualdi. Persons involved in the project shall approve in writing, the conditions set forth in this Agreement.

BioGaia’s contact person is Stefan Roos.

The Project is set up under the condition of close contact between BioGaia and UNICH and shall follow the Research Plan, which contains an outline of the research objectives. The Project shall be carried out during the period October 2024 to October 2026.

The UNICH shall, obtain and maintain during the term of this Agreement, all necessary licenses and consents and comply with all relevant legislation in relation to the Project including but not limited to provisions regarding the contained use of genetically modified microorganisms and provisions regarding the protection of animals used for experimental and other scientific purposes. Animal testing shall only be performed after consideration to replace animals, to reduce the numbers of animals used, or to refine procedures to minimize distress, if applicable. Alternatives should be used wherever these are scientifically valid and acceptable to regulators.

2. Payment and terms

BioGaia shall provide funding to UNICH for the purpose of carrying out the Project and the total agreed expenditure for the Project during the project time will be in total one hundred thousand euro (100,000).

Payment 1, Upon signing of this Agreement	35,000 EUR
Payment 2, April 29, 2025:	20,000 EUR
Payment 2, April 29, 2026:	35,000 EUR
Payment 3, after approved final report (Expected December 2026):	10,000 EUR

UNICH will invoice BioGaia on a quarterly basis. Payment terms shall be thirty (30) days. UNICH shall provide BioGaia with a final report in December 2026 before the last payment will be made.

Any additional work, not covered by the Project, and payment for such additional work, shall be agreed and invoiced between the Parties separately.

3. Revisions

The Parties shall meet on regular basis (at least every third month) at the invitation of BioGaia. At these meetings, the Project Leader will present the latest findings from the Project and will give a status report on progress. At these meetings, the Parties may agree on revisions or changes to the Project. Such changes will be documented in minutes from these meetings and be recognized as to be included in this Agreement.

Confidentiality

The Project should be done on a confidential basis for BioGaia. Information disclosed by BioGaia to UNICH and its co-workers ("Confidential Information") shall be treated as confidential by UNICH, the Project Leader and her collaborators and UNICH shall only disclose Confidential Information to its directors, officers, employees and external advisors (Authorised Persons) and affiliates (including its directors, officers and employees) to such extent that is necessary for them for the Project and provided, before any disclosure, that they have been informed by UNICH about the confidential nature of the Confidential Information and they have accepted to be bound by the terms and conditions of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by its respective Authorised Persons (including former employees) and affiliates.

This obligation shall not apply to Confidential Information that:

- was known by UNICH prior to disclosure by BioGaia; and/or
- was in the public domain prior to this Agreement coming into force; and/or
- enters the public domain once this Agreement is effective, through no breach of this clause on the part of UNICH; and/or
- is lawfully made available to UNICH by a third party; and/or
- is needed to be communicated to comply with applicable laws or regulations or with a court or administrative order.

However, UNICH shall have the right to scientific publication under the condition that, before such a publication or other disclosure of the results from this Project, BioGaia shall be given reasonable time, maximum three (3) months, to review the manuscript and possible file a patent application. After discussion and in agreement with the Project Leader, BioGaia has the right to have changes made in the information to be disclosed such that the interests of BioGaia are protected, as such as to allow BioGaia sufficient time to protect the technology through filing of a patent application.

4. Ownership

All results, including ideas, inventions, discoveries, know-how, data, documentation, reports, materials, writings, methods, techniques, intellectual property or other information developed from the Project (the "Results") created by persons within UNICH organization or persons engaged by UNICH (the "Inventors") shall be the sole and exclusive property of BioGaia. UNICH hereby irrevocably assigns, transfers, and conveys to BioGaia all rights, title and interest in and to such Results including, but not limited to, those relating to copyrights and patent rights in every country, free and clear of any encumbrances. UNICH shall secure, if necessary, that all Inventors individually assigns, transfers, and conveys to BioGaia all rights, title and interest in and to the Results. BioGaia may in its sole discretion transfer, license, amend, create derivative works or use the Results for any purpose whatsoever.

For all inventions, created by persons within UNICH organization or persons engaged by UNICH, BioGaia has the right to determine if and how a patent application shall be made.

Upon BioGaia's request, UNICH shall give BioGaia and its attorneys all reasonable assistance in preparing and prosecuting such applications, and from time to time, on request, shall execute all papers and do all things that may reasonably be required in order to protect the rights hereunder of BioGaia. The obligation to sign such documents shall survive the termination of this Agreement. Should BioGaia decline the option to file for a patent and find the invention will not in any way interfere with the business of BioGaia, the invention will revert to the Inventors. In such a case this shall be documented in writing.

BioGaia shall reimburse Inventors once with

- 10.000 SEK upon BioGaia's first patent filing of an invention, and thereafter
- 100.000 SEK upon BioGaia's launch in Europe or US or Japan or China of the first product protected by a patented invention.

Should several Inventors be regarded as innovators of the same invention, the compensation shall be split equally between them.

This Article 5 shall survive the expiration or termination of this Agreement.

5. Term

This Agreement shall commence on the Effective Date and, subject to clause 7, shall be valid until the end of December 2026 at which time the Agreement automatically expires without termination.

6. Termination

BioGaia has the right to terminate this Agreement with two months' notice if the Project, in BioGaia's opinion, will not lead to the expected result within the agreed time.

Should the Project Leader become unavailable for continued work with the Project for whatever reason, UNICH will immediately inform BioGaia of this change and BioGaia shall then have the right to immediately terminate the Agreement.

A material breach of this Agreement by one party, with no correction made within two weeks of written notice allows the other party to immediately terminate the Agreement (in writing).

Upon termination of the Agreement by BioGaia, BioGaia has no obligations to make any further payments.

7. Dispute

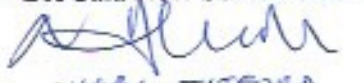
Any dispute arising out of this Agreement shall be handled by arbitration according to Swedish law. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators and the proceedings shall take place in Stockholm, Sweden.

The language to be used in the arbitrage proceedings and the award shall be in Swedish. Documents may be submitted to the tribunal in English. The Parties undertake to treat any information regarding the arbitration proceeding or any arbitration awards related to this Agreement as confidential information and not disclose such information to any third party.

This Agreement may be signed by electronic signature and in one or more copies and delivered via Scrive, Adobe Portable Document Format (PDF) or otherwise, and all copies shall be deemed to be the original of this Agreement and together they shall be deemed to constitute one and the same document, it being understood that the parties do not need to sign the same copy of this Agreement for this Agreement to be legally binding.

Stockholm

BioGaia New Sciences AB


NIALL TIFFORD
MANAGING DIRECTOR

Chieti

Università degli Studi "G. d'Annunzio"


Firmato digitalmente da:
Stupia Liborio
Firmato il 18/02/2025 13:11
Seriale Certificato: 2525334
Valido dal 12/05/2023 al 12/08/2026
InfoCamere Qualified Electronic Signature CA

In our capacity as Project Leaders and employees of UNICH, we hereby acknowledge that we have read the above agreement and we accept its rights and obligations conferred upon us by it:

Chieti, 10/02/2025



Firmato digitalmente da Rossella Grande
Data: 25.02.2025 13:18:15 CET
Organizzazione: UNIVERSITA' DEGLI
STUDI DI CHIETI E
PESCARA/01335970693

Rossella Grande
Project Lead