CLINICAL TRIAL SUPPLY AGREEMENT

This Clinical Trial Supply Agreement ("Agreement") is effective as of the last date set forth on the signature page to this Agreement ("Effective Date"), by and between Institut d'Investigaciò Biomèdica de Girona, located at Parc Hospitalari Martí i Julià, C/ Dr. Castany s/n, M2 Building, 17190, Salt. Girona, Spain ("Sponsor") and DexCom International Limited, a Cypriot corporation (company number BR020932) having its principle place of business at 1 Tanfield, Edinburgh EH3 5DA, UK ("Manufacturer").

1. INTRODUCTION

Sponsor is conducting and/or sponsoring the clinical trial(s) set forth on Exhibit A hereto (a "Trial"). Manufacturer is not responsible for the conduct of the Trial and Manufacturer shall have only limited involvement in the Trial as set forth in Section 3 of this Agreement. The term of this Agreement shall extend from the Effective Date until the date of completion or termination of the last Trial set forth on Exhibit A hereto. Notwithstanding the foregoing, either party may terminate this Agreement for breach of any material term or condition of this Agreement if such breach remains uncured for a period of thirty (30) days after written notice of such breach. Furthermore, Manufacturer or Sponsor may terminate this Agreement immediately upon written notice to the other party if the Trial results support termination of the Trial in the reasonable opinion of the Manufacturer or the Sponsor, provided that Sponsor shall be obligated to pay Manufacturer for Products (as defined below) ordered prior to termination and in accordance with Section 3(e). Manufacturer may terminate this Agreement or suspend performance under this Agreement, with or without cause at any time, effective immediately upon written notice to Sponsor.

2. CONDUCT OF THE TRIAL BY SPONSOR; SPONSOR ACKNOWLEDGMENTS

(a) Sponsor. Sponsor and personnel of Sponsor performing the Trial under this Agreement shall comply with all: (a) applicable provisions of the ICH Good Clinical Practices Guidelines (b) all applicable local, state and federal laws and regulations relating to the conduct of the Trial, (c) good clinical practices ("GCPs") as applicable to clinical studies in the jurisdiction in which such Trial takes place, and (d) in accordance with the approved labeling for such Products and tracking Products appropriately per applicable regulations where the study is being conducted (e.g. 21 C.F.R. 812, MDD 93/42/ECC Annex I 13.3). Sponsor represents and warrants that: (i) it has not been found by any regulatory or governmental agencies or officials (regulatory or governmental agencies or officials defined as "Regulatory Authorities") to have violated any statute, rule, or regulation concerning the conduct of clinical investigations; (ii) it has not received any warning or other regulatory letter relating to the conduct of clinical investigations; (iii) it has not been terminated from any clinical investigation or research project for reasons other than completion of the research project; and (iv) it is not currently and has not been the subject of a proceeding by any Board of Medical Examiners or similar agency. The Sponsor must assume all regulatory responsibilities including, but not limited to, IRB/IEC approvals, regulatory approvals, and any and all reporting obligations to local Regulatory Authorities.

(b) GDPR. Sponsor acknowledges that it and the Trial site(s) and their respective personnel may be subject to the requirements of (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and

any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy and regulations promulgated thereunder, governing the use, disclosure, confidentiality, security, or privacy of personally identifiable information (collectively, the "Privacy Regulations"). Sponsor represents and warrants that it shall act in compliance with the Privacy Regulations, including, but not limited to, either (1) obtaining valid authorizations meeting all of the requirements of the Privacy Regulations which authorize Sponsor to collect, create, receive, use, or disclose (including to Manufacturer) personal data, and/or (2) making an informed and good faith determination that it is lawfully receiving personally identifiable information without the need for it or any Trial site to obtain authorization under the Privacy Regulations for such collection, creation, receipt, use, or disclosure (including to Manufacturer).

(c) Informed Consent. Sponsor shall cause the appropriate personnel at each Trial site to obtain from each subject, or each subject's legal guardian, prior to the subject's participation in a Trial, a signed informed consent in the form approved by the Ethics Committee ("EC") or Institutional Review Board ("IRB"), as applicable, which informed consent shall require the subject or subject's legal guardian to acknowledge the Indications for Use for Manufacturer's Products. Sponsor shall ensure that personnel at each Trial site conducting a Trial are qualified by training and experience in clinical research and have expertise in the field of clinical research relating to the Trial.

(d) Adverse Events. Sponsor acknowledges that use of the Products may cause or contribute to adverse events suffered by Trial subjects, including serious injury or death (each a "Serious Adverse Event"). Within 24 hours of learning about any Product related Serious Adverse Event, Sponsor shall notify Manufacturer of all Serious Adverse Events related to Manufacturer's Products, and Sponsor shall submit to Manufacturer all associated documentation (e.g., lab reports, death summary, operative reports, etc.) for each Serious Adverse Event related to Manufacturer's Products. With respect to all other adverse events related to Manufacturer's Products that are not to the level of a Serious Adverse Event (each an "Adverse Event"), Sponsor shall notify and submit to Manufacturer all associated documentation for each Adverse Event within seventy-two (72) hours. To the extent required for Manufacturer to comply with applicable law in the event of an adverse event or serious adverse event relating to Manufacturer's Products, Sponsor shall grant authorized representatives of Manufacturer reasonable access to personnel at the Trial site(s) conducting the Trial and to records and data relating to the Trial.

(e) Data. Sponsor will gather and report to Manufacturer a de-identified summary of study progress/results on at least a quarterly basis per Sponsor's account in Manufacturer's external research web portal http://www.dexcom-exrp.com or per other agreed upon progress reports. In addition, Sponsor shall provide to Manufacturer a full set of all glucose data collected in connection with the Trial and shall provide it to Manufacturer in electronic form preserving the relationship among all the data. Sponsor shall also provide to Manufacturer all analyses and reports produced relating to such data. Manufacturer is granted the right to use all of such data for its internal business purposes, subject to limitations under applicable law, and the right to use de-identified or aggregated information without restriction. Sponsor will take all steps necessary to obtain for Manufacturer the right to use all of such data in accordance with the preceding sentence. Sponsor will inform Manufacturer in writing of any limitations on such use under applicable law.

(f) Publication Review. Sponsor shall submit for Manufacturer's reasonable review and comment all proposed academic, scientific and medical publications and presentations which result from this Trial. Written copies of such proposed publications and presentations shall be submitted to the Manufacturer no later than fifteen (15) days before publication or presentation and the Manufacturer shall provide its comments that may relate to its Products with respect to such publications and presentations within fifteen (15) business days of its receipt of such written copy (the "Review Period"). Upon written notification by Manufacturer within the Review Period, Sponsor agrees to (1) delete any of Manufacturer's Confidential Information that appears in the publication, and (2) include any acknowledgements of contribution that are required by Manufacturer to be included in such publication or presentation.

(g) Sponsor Representations and Acknowledgements. Sponsor represents and warrants that the Trial will be conducted pursuant to a protocol that has been duly reviewed and approved by the applicable IRB and/or EC (the "Protocol"). Sponsor acknowledges and agrees that it shall hold Manufacturer harmless and indemnify Manufacturer for any costs, expenses, judgments or liabilities, including attorneys' fees and costs, incurred by Manufacturer as a result of any use of a Product in a manner that is not in accordance with its Indications of Use, Contraindications or Product Warnings. For purposes of this Agreement, the term: (1) "Indications of Use" refers to a Product's indications of use as included in such Product's packaging or labeling at the time risk of loss to the Product passes to Sponsor; (2) "Contraindications" refers to a Product's contraindications as included in such Product's packaging or labeling at the time risk of loss to the Product passes to Sponsor; and (3) "Product Warnings" refers to a Product's product warnings, as included in such Product's packaging or labeling at the time risk of loss to the Product passes to Sponsor. Sponsor shall require its personnel review and acknowledge each Product's Indications of Use, Contraindications and Product Warnings. A Product's then-current Indication of Use, Contraindications, and Product Warnings may also be confirmed by visiting the Manufacturer's website at www.dexcom.com. It shall be Sponsor's responsibility to confirm the then current Indications of Use, Contraindications and Product Warnings prior to using any Product.

(h) Additional Products. Additional products may be added to this Agreement pursuant to the form of Letter of Confirmation attached hereto as Exhibit B. Requests for additional Products in excess of the quantities set forth on Exhibit A will be addressed on a case-by-case basis by Manufacturer.

3. RESPONSIBILITIES OF MANUFACTURER

(a) Supply of Commercially Approved Products. If applicable to a Trial, Manufacturer shall provide Sponsor with Products for use in the Trial in the quantities and at the prices set forth on Exhibit A hereto under the heading "Commercial Products". The Durables, Sensors and Accessories (and including Investigational Products), as set forth on Exhibit A hereto, are collectively referred to as the "Product(s)". Once an Investigational Product receives approval in an applicable jurisdiction in which the Trial is conducted or partially conducted, and/or is approved for the specific use contemplated by the Trial in the applicable jurisdiction, it shall be treated as a commercial product under this Section 3(a) and subject to the commercial product pricing set forth on Exhibit A hereto, as may be amended from time to time. Manufacturer shall supply commercially approved Products where the Products are approved by Regulatory Authorities in the applicable jurisdiction in which the Trial is conducted or partially conducted, and is approved by Regulatory Authorities for the specific use contemplated by the Trial in the applicable jurisdiction. Requests for additional Products in excess of

the quantities set forth on Exhibit A will be addressed on a case-by-case basis by Manufacturer. Product orders will be processed and shipped in accordance with Manufacturer's standard shipping practices upon (i) receipt of a firm order from Sponsor and (ii) Manufacturer's acknowledgement of such firm order. Manufacturer shall not accept any Product return requests by Sponsor. Sponsor shall provide Manufacturer with adequate notice of Product orders to ensure timely processing. Manufacturer disclaims any liability related to use of the Products not in accordance with the Indication of Use, Contraindications or Product Warnings statements set forth in Section 2 above. Products that are commercially approved by the FDA or an equivalent Regulatory Authority shall remain the Sponsor's property after termination of this Agreement and may be used in future clinical trials or may be distributed to Trial subjects. If distributing the Products to Trial subjects at the completion of the Trial, the Sponsor must verify that the Products are approved by the applicable Regulatory Authorities in each respective geographical location of distribution. Commercially approved Products approved in one geographic location cannot be distributed to jurisdictions where the Products are not yet commercially approved. Trial subjects who receive Products at the completion of the Trial shall be required to obtain and file with Manufacturer's customer service group a prescription for use of the Products, insurance information as applicable, and other necessary paperwork from the Trial subject's medical provider. No additional warranty period shall apply in the event that ownership of any Product is transferred to a Trial subject. Any supply of Sensors to Trial subjects after the completion of the Trial will be the sole responsibility of the Trial subject in accordance with standard commercial pricing of the Sensors. If requested by Manufacturer, Products that Manufacturer provided at no charge to the Sponsor during the Trial shall be returned to Manufacturer upon completion of the Trial, except for Products provided to Sponsor as replacement Products.

(b) Supply and Use of Investigational Products. If applicable to a Trial, Manufacturer shall provide Sponsor with Investigational Products for use in a Trial in the quantities and at the prices set forth on Exhibit A hereto under the heading "Investigational Products". "Investigational Products" are defined as materials that are not approved in an applicable jurisdiction in which the Trial is conducted or partially conducted, or are not approved for the specific use contemplated by the Trial in the applicable jurisdiction. If such Investigational Product includes a stamp or mark indicating that it is investigational, Sponsor, its agents, representatives, or Trial subjects may not remove such stamp or mark. Investigational Product orders will be processed and shipped in accordance with Manufacturer's standard shipping practices upon (i) receipt of a firm order from Sponsor and (ii) Manufacturer's acknowledgement of such firm order. Manufacturer shall not accept any Investigational Product return requests by Sponsor. Sponsor shall provide Manufacturer with adequate notice of Investigational Product orders to ensure timely processing. All Investigational Products provided by Manufacturer to Sponsor in connection with this Agreement or the Trial shall be and remain the property of Sponsor, shall only be used for the purposes described in this Agreement, and ownership of the Products shall not be transferred to any Trial subjects, patients or participants. To the extent Manufacturer provides Sponsor with Investigational Products for use in the Trial, Sponsor shall keep all such Investigational Products in a secure area at all times and shall maintain accurate records showing the disposition and return or destruction of any such Investigational Products. Upon the expiration or termination of this Agreement, all Investigational Products shall either be destroyed and/or returned to Manufacturer, and Sponsor shall provide Manufacturer with a certificate executed by an executive officer of Sponsor certifying to that effect. Manufacturer disclaims any liability related to use of the Manufacturer's device not in accordance with the Indications for Use, Contraindications or Product Warnings statements set forth in Section 2 above.

(c) Training. Manufacturer may provide Sponsor and the Trial site(s) participating in each Trial training on Product use as reasonably necessary. Sponsor and Manufacturer will mutually decide upon any training costs, including Manufacturer's travel expenses and per-diem expenses and set forth such costs on Exhibit A hereto.

(d) Shipping, Taxes, Duties, Other Fees. Manufacturer's Products shall be provided FCA Shipping Point (Incoterms 2010) or FOB Shipping Point, insurance, taxes, fees, duties or customs. Unless indicated thereon, the prices set forth on Exhibit A do not include any ancillary services performed by Manufacturer.

(e) Payment Terms. All invoices submitted by the Manufacturer to the Sponsor shall be payable within thirty (30) days after the date of such invoice. If the Sponsor fails to pay or procure payment of the full amount when due, and without in any manner excusing such violation, Sponsor agrees to pay the Manufacturer interest at the greater of: (i) a rate of 1.5% per month; or (ii) the highest rate legally permissible on the amount (including interest) due and owing to the Manufacturer, from the date the payment is due. The Sponsor also agrees to pay all collection costs, expenses and reasonable attorney fees for collection of any amount due and unpaid. Without prejudice to any of its other rights, the Manufacturer may withhold shipments of the Products if the Sponsor has not paid an invoice when due. The Sponsor shall bear the cost of any sales, excise or other taxes imposed by any governmental authority. Sponsor shall establish and maintain creditworthiness with Manufacturer, which shall be established prior to the Effective Date in the sole reasonable judgment of Manufacturer, based on Manufacturer's review of Sponsor's credit references and financial statements (if so reasonably requested) for the preceding two (2) fiscal years. The provision to Sponsor of funding for conduct of the Trial in the amounts and payment schedule set forth on attached Exhibit A hereto. The parties agree that Manufacturer's provision of funding for the Trial pursuant to this Agreement shall not result in Manufacturer being classified as a "sponsor" of the Trial.

(f) Product Lifecycle: Sponsor hereby acknowledges that Manufacturer may discontinue supply of its then current generation Product when Manufacturer commercially launches a new generation Product, and Manufacturer has no obligation to Sponsor to supply any components of a discontinued Product generation beyond twelve months from the first commercial launch date of a new generation Product; provided that Sponsor may complete a last-time purchase of the prior version of Product if Manufacturer receives such order no later than six months after the first commercial launch date of the new generation Product by Manufacturer, and that such order quantity is within the limits set forth in Section 3 herein. Manufacturer undertakes no responsibility to provide notice of such commercial launch date.

(4) INDEMNIFICATION; LIMITATION OF LIABILITY

(a) Indemnification. Sponsor shall defend, and hold harmless Manufacturer, its affiliated entities and their respective officers, directors, employees and agents (collectively, the "Manufacturer Indemnitees") from and against any and all liabilities, damages, losses, claims, or expenses, including court costs and reasonable attorneys' fees ("Losses") resulting from or arising out of any third party claims, actions, proceedings, investigations or litigation relating to acts or omissions of Sponsor's and/or Sponsor's personnel (including personnel at each Trial site), including the acts or omissions of Sponsor's and/or Sponsor's personnel (including personnel at each Trial site) in the performance the Trial. Sponsor's indemnification obligations to Manufacturer shall include, but not be limited to, the following occurrences: (a) failure to follow all applicable federal, state or local laws,

regulations, and guidelines, including, without limitation, the requirements of applicable Regulatory Authorities, or to conform to reasonable and prudent clinical practices, including GCPs as applicable to device studies; (b) wrongful or negligent acts or omissions, or willful malfeasance or misuse of Manufacturer's Products; (c) failure to follow the Protocol or other information or instructions provided to the Sponsor by Manufacturer in connection with the use of Manufacturer's Products in the Trial; (d) use of Investigational Use Products or the use of Manufacturer's Products in manner that does not comply with the Indications for Use, Contraindications or Product Warnings in Section 2 above; and (e) a breach of any representation, warranty, covenant, or obligation of Sponsor contained in this Agreement. Sponsor's obligations under this Article 4 shall survive any termination or expiration of this Agreement.

(b) Insurance. Sponsor shall maintain a policy or program of insurance or self-insurance at levels sufficient to support its obligations assumed herein. Such levels of insurance shall not be construed as creating a limit on Sponsor's indemnification obligations assumed herein.

(c) Limitation of Liability. EXCEPT FOR INDEMNIFICATION CLAIMS MADE BY MANUFACTURER OR MANUFACTURER INDEMNITEES PURSUANT TO THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR PUNITIVE, EXEMPLARY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR LOST PROFITS ARISING FROM OR IN RELATION TO THIS AGREEMENT, THE PROTOCOL, THE TRIAL OR THE PRODUCTS USED IN THE TRIAL (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE). THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF MANUFACTURER ON ANY BASIS WHATSOEVER SHALL NOT EXCEED THE TOTAL FEES PAID TO MANUFACTURER UNDER THIS AGREEMENT BY SPONSOR DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CAUSE(S) OF ACTION FIRST AROSE.

5. CONFIDENTIAL INFORMATION

(a) Confidential Information. The Parties acknowledge and agree that any data, documents, materials or information of any type whatsoever, in whatever form or medium, whether or not marked as "confidential" and/or "proprietary," and which could reasonably be expected to be valuable to the other party, including but not limited to, any information concerning or relating to the property, products, investigational products, product designs and product data, research, clinical studies, technology, business and affairs of Sponsor or its affiliates, or Manufacturer and its affiliates, that is learned, created by, disclosed to or becomes known by the other party pursuant to this Agreement constitutes the confidential information of Sponsor and manufacturer, respectively (collectively, "Confidential Information"). Except as otherwise expressly provided herein, the receiving party shall (i) hold such Confidential Information in strict confidence; (ii) not disclose such Confidential Information to any third party, except to agents and subcontractors who "need to know;" provided, however, that such agents and contractors agree in writing to abide by the confidentiality provisions set forth herein; (iii) use such Confidential Information only as necessary to perform the obligations set forth herein and not for any other purpose; (iv) upon termination or expiration of this Agreement,

destroy or return to the disclosing party, at disclosing party's option, all tangible Confidential Information in its possession and in the possession of any agents and subcontractors; and (v) protect Confidential Information received from disclosure with at least that degree of care used by the receiving party in dealing with its own confidential information and shall take commercially reasonable steps to minimize the risk of an unauthorized disclosure of Confidential Information.

(b) Exceptions to Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is or hereafter becomes generally available to the public other than by reason of any breach hereof; (ii) was already known to receiving party prior to the date of disclosure; (iii) is disclosed to receiving party by a third party who has the right to disclose such information without any obligations of confidentiality; (iv) is developed by or on behalf of receiving party independently, without reliance on Confidential Information received hereunder, as demonstrated by written records; or (v) is otherwise required to be disclosed by receiving party in order to comply with applicable legal requirements of a public authority, law, rule of court or regulation, provided that (x) receiving party promptly notifies disclosing party of the obligation to disclose in order to allow disclosing party to object or seek a protective order; (y) receiving party only discloses the minimum amount of Confidential Information that is necessary to comply with the required disclosure; and (z) such information remains Confidential Information for all other purposes.

(c) Restricted Period. These restrictions upon disclosure and use of Confidential Information shall continue for a period of seven (7) years, provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such restrictions on disclosure and/or use shall survive for as long as such Confidential Information remains a trade secret but, in no event, shall such restrictions on disclosure and/or use cease prior to the expiration of seven (7) years following the date of this Agreement.

6. WARRANTY

(a) **THE APPLICABLE WARRANTY, IF ANY, FOR A PRODUCT SHALL BE THE WARRANTY INCLUDED IN SUCH PRODUCT'S LABELING, IF ANY, AT THE TIME RISK OF LOSS TO THE PRODUCT PASSES TO THE SPONSOR (THE "LIMITED WARRANTIES").**

(b) **THE LIMITED WARRANTIES ARE CONDITIONED UPON PROPER USE OF THE PRODUCT BY SPONSOR AND ITS PERSONNEL. THE LIMITED WARRANTIES DO NOT COVER: (A) DEFECTS OR DAMAGE RESULTING FROM ACCIDENT, MISUSE, ABUSE, NEGLECT, UNUSUAL PHYSICAL, ELECTRICAL OR ELECTROMECHANICAL STRESS, MODIFICATION OF ANY PART OF THE PRODUCT, OR COSMETIC DAMAGE; (B) PRODUCT THAT HAS THE ID NUMBER REMOVED OR MADE ILLEGIBLE; (C) ALL SURFACES AND OTHER EXTERNALLY EXPOSED PARTS THAT ARE SCRATCHED OR DAMAGED DUE TO NORMAL USE; (D) MALFUNCTIONS RESULTING FROM THE USE OF THE PRODUCT IN CONJUNCTION WITH ACCESSORIES, PRODUCTS OR ANCILLARY OR PERIPHERAL PRODUCT NOT FURNISHED OR APPROVED BY MANUFACTURER; (E) DEFECTS OR DAMAGE FROM IMPROPER TESTING, OPERATION, MAINTENANCE, INSTALLATION OR**

ADJUSTMENT; (F) INSTALLATION, MAINTENANCE, AND SERVICE OF PRODUCTS; (G) PRODUCT THAT HAS BEEN DISASSEMBLED; OR (H) WATER DAMAGE TO THE RECEIVER (RECEIVER IS NOT WATER RESISTANT, DO NOT GET THE RECEIVER WET AT ANY TIME).

(c) **THE EXCLUSIVE REMEDY FOR A VIOLATION OF THE LIMITED WARRANTIES FOR A PRODUCT SHALL BE THE REPLACEMENT BY MANUFACTURER OF THE DEFECTIVE PRODUCT PURSUANT TO ITS WARRANTY RETURN PROCESS. SPONSOR MUST RETURN THE PRODUCT TO AN AUTHORIZED MANUFACTURER CUSTOMER SUPPORT DEPARTMENT IN AN ADEQUATE CONTAINER FOR SHIPPING, ACCOMPANIED BY SPONSOR'S SALES RECEIPT OR COMPARABLE SUBSTITUTE PROOF OF SALE SHOWING THE DATE OF PURCHASE, AND THE ID NUMBER OF THE PRODUCT. UPON RECEIPT, AND THE MANUFACTURER'S DETERMINATION THAT A VALID WARRANTY CLAIM EXISTS, THE MANUFACTURER WILL PROMPTLY REPLACE THE DEFECTIVE PRODUCT. IF THE MANUFACTURER DETERMINES THAT A VALID WARRANTY CLAIM DOES NOT EXIST, SPONSOR MUST PAY ALL SHIPPING CHARGES FOR THE RETURN OF SUCH PRODUCT.**

(d) **EXCEPT FOR THE LIMITED WARRANTIES, THERE ARE NO WARRANTIES OF ANY KIND (INCLUDING IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY MANFUACTURER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO CONTINUOUS GLUCOSE SENSORS (OR THE PERFORMANCE THEREOF), THE CONDITION OR PERFORMANCE OF ANY PRODUCT OR SERVICES OR ITS MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE RELATING TO ANY PRODUCT OR SERVICES, AND MANUFACTURER DISCLAIMS ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN. THE PARTIES WAIVE THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND ANY OTHER LAW THE PROVISIONS OF WHICH ARE IMPLIED INTO ANY ORDER OF PRODUCTS OR THIS AGREEMENT UNLESS WAIVED BY THE PARTIES OR DISCLAIMED AND NO SUCH PROVISIONS SHALL BE PART OF OR USED TO INTERPRET ANY SUCH ORDER OR THIS AGREEMENT.**

(e) **THE LIMITED WARRANTIES ARE CONDITIONED UPON THE PROPER USE OF THE PRODUCT IN ACCORDANCE WITH THEIR INDICATIONS OF USE, CONTRAINDICATIONS AND PRODUCT WARNINGS. THE USE OF A PRODUCT IN A MANNER THAT IS NOT CONSISTENT WITH ITS INDICATIONS OF USE, CONTRAINDICATIONS AND/OR PRODUCT WARNINGS SHALL CAUSE THE LIMITED WARRANTIES TO BE VOID.**

7. COMPLIANCE

(a) Regulatory and Legal Approvals. Sponsor represents and agrees that it has and will maintain during the term of this Agreement all regulatory approvals from applicable Regulatory Authorities and any legal approvals required for the conduct of its respective activities in connection

with the Trial, and that all the persons who perform activities under this Agreement on its behalf have and will have the necessary expertise, training, qualifications, and certifications.

(b) Debarment. Sponsor certifies that it will not engage, directly or indirectly, any person to perform services under this Agreement if (i) that person is debarred by applicable law from conducting clinical trials (ii) that person is excluded from participation in any federal health care program under applicable law or is the subject of an exclusion proceeding, or (iii) that person is otherwise disqualified under federal law, state law, or other applicable law. The Sponsor certifies that it will immediately notify the Manufacturer in writing if any such debarment, exclusion, or disqualification occurs.

(c) Fair Market Value and No Inducement. Each party represents that any payment provided under this Agreement represents the fair market value of the activity(ies) or item(s) provided hereunder, has been negotiated in an arm's-length transaction, and has not been determined in any manner with regard to any implicit or explicit agreement to provide favorable procurement decisions with regard to the Manufacturer's Products, or to the value or volume of any business or referrals generated between the parties. Further no amount paid or reimbursed hereunder is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase, lease or order of any item or service from Manufacturer, or the recommending or arranging for the purchase, lease or order of any item or service from Manufacturer.

(d) No Conflicting Obligations. The Sponsor represents and covenants that neither the Sponsor nor any of its personnel responsible for performance under this Agreement is or will become subject to any conflicting obligations that would materially interfere with the performance of the Trial or any of the Sponsor's other obligations under this Agreement.

8. MISCELLANEOUS

(a) Entire Agreement. This Agreement, including all Exhibits attached hereto, all of which are incorporated herein by reference, constitutes the entire agreement among the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, whether written or oral, of the parties hereto, relating to the subject matter herein. This Agreement sets forth the terms and conditions applicable to all purchase orders for the Products during the term of this Agreement, irrespective of whether (1) this Agreement is referenced by the applicable purchase orders, (2) the purchase order contains additional terms and conditions or terms and conditions that contradict this Agreement, or (3) the purchase order is dated after the date of this Agreement and/or is executed by Manufacturer. In the event of a conflict between this Agreement and a purchase order (even purchase orders issued after the Effective Date and/or executed by Manufacturer), this Agreement shall control.

(b) Headings. The headings contained in this Agreement are inserted for convenience only and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

(c) No Licenses. Neither Sponsor nor any other third party shall have any rights or licenses to, or interests in, the Confidential Information, trade secrets or other intellectual property rights of Manufacturer.

(d) Amendments. This Agreement may be amended only by a writing signed by Manufacturer and Sponsor that expressly states the parties' intent to amend this Agreement; provided, that Exhibit A may be amended by Manufacturer upon a Product changing classification from an Investigational Product to a Commercial Product, any such amendments shall be effective as of the date Manufacturer gives notice to Sponsor of such changes, modifications or amendments.

(e) Successors and Assigns. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.

(f) Independent Contractor. Sponsor is an independent contractor, and neither Sponsor, nor any personnel or agents or employees of Sponsor shall be considered to be an employee, partner, joint venturer or agent of Manufacturer. Sponsor is responsible for compliance with this Agreement by its employees, contractors and other third parties it has engaged to assist in the performance of the Trial and for the actions and omissions of each in connection with their performance of the Trial and hereunder, such persons shall be deemed Sponsor's "personnel" for purposes of this Agreement.

(g) No Assignment. Sponsor may not assign or otherwise transfer this Agreement, or any rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of Manufacturer. Any attempted assignment or other transfer in violation of this provision shall be void and of no force or effect.

(h) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute.

(i) Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

(j) No Waiver. Failure to enforce any rights hereunder, regardless of the length of time such failure continues, shall not constitute a waiver of those or any other rights.

(k) Conflicts. To the extent that any of the terms and conditions of this Agreement are in conflict with the language of the IRB approved Protocol in effect or any purchase order issued by Sponsor or its affiliates or personnel for any Products contemplated by this Agreement, the terms and conditions of this Agreement shall govern.

(l) Force Majeure. In the event that performance of the obligations of a party hereunder is prevented by events beyond their reasonable control, including, but not limited to, acts of God, regulations or acts of any governmental authority, war, civil commotion, labor disturbances, or epidemics, the affected party will promptly notify the other party of such event, and the parties shall be relieved of their respective obligations hereunder to the extent that the performance of such obligations is actually prevented thereby. During the existence of any such condition, the affected party

shall, nevertheless, use its commercially reasonable efforts to remove the cause thereof and resume performance of its obligations hereunder.

(m) Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile, telecopy or other reproduction of this Agreement may be executed by one (1) or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

(n) Survival. Expiration or termination of this Agreement shall not relieve the Parties of any obligation accrued or accruing before such expiration or termination (including situations where it becomes clear only after the time of such expiration or termination that such obligation had already accrued). Any expiration or early termination of this Agreement shall be without prejudice to the rights of either Party against the other accrued or accruing under this Agreement before expiration or termination. The following provisions shall survive the expiration or termination of this Agreement: Sections 2, 4, 5, 7 and 8 and Sections 3(e).

(o) No Strict Construction. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, hereby waive, with respect to this Agreement, each Schedule and each Exhibit attached hereto, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

(p) Notices. All notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given, (a) when received if delivered personally, (b) on the date of electronic confirmation of receipt if sent by e-mail or other electronic transmission, (c) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid and return receipt requested, or (d) on the date of promised delivery after being deposited with an overnight courier of national or international reputation. Notices, demands, and communications to the parties shall, unless another address is specified in writing, be sent to the address, facsimile number or electronic mail address indicated below:

If to Manufacturer:

DexCom, Inc.
6340 Sequence Drive
San Diego, CA 92121
Attn: Legal Department
Tel: (858) 200-0200
Email: legal@dexcom.com

If to Sponsor:

Institut d'Investigació Biomèdica de Girona
Edifici M2
Parc Hospitalari Martí i Julià de Salt.

C/ Dr. Castany s/n
17190 -Salt-
Spain
Attention: <Anna Ribas and Marta Mozo>
Tel: 872987087 Ext. 12
Email: aribas@idibgi.org - mmozo@idibgi.org

Either party may by like notice specify or change an address to which notices and communications will thereafter be sent.

(q) Further Assurances. Each party hereby agrees, without further consideration, to execute and deliver such documents and take such other actions as may reasonably be necessary to carry out the provisions hereof and further the intent of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Manufacturer and Sponsor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Institut d'Investigaciò Biomèdica de Girona (SPONSOR)

By: 40335373C ANNA RIBAS (R: G17432592)

Name Printed: Anna Ribas Gubau

Title: Manager

Date: 06 October 2022

DEXCOM INTERNATIONAL LIMITED (MANUFACTURER)

By: DocuSigned by: Grant Fraser 9482514264B14A5...

Name Printed: Grant Fraser

Title: EMEA CFO

Date: 10/7/2022

DocuSigned by: DBC62C6B2AC8488...

Exhibit A: Trial(s) and Associated Provisions

Trial Name	DexCom Internal Reference #
Inter-relationships among iron stores, the gut metagenome, glucose levels and different cognitive domains: the role of circulating microRNAs (IRONmiRNA Study)	**OUS-2022-026**

1. COMMERCIAL PRODUCTS

Durables

Description	*Quantity to be Provided to Sponsor*	*Cost to Sponsor*
G6 Receiver Kit (Includes Receiver, charger, USB cable, and Instructions for Use)	Up to **0**	**NA**
G6 Transmitter	Up to **120**	**$ 140 each**

Sensors

Description	*Quantity to be Provided to Sponsor*	*Cost to Sponsor*
G6 Sensor 3-pack	Up to **80**	**$ 175 each**

2. INVESTIGATIONAL PRODUCTS

N/A

3. TRAINING AND TRAVEL COSTS

N/A

Exhibit B: Form of Letter of Confirmation

DexCom, Inc., a Delaware corporation, with a principle place of business at 6340 Sequence Drive, San Diego, California 92121 ("Manufacturer") and Institut d'Investigació Biomèdia de Girona located at Parc Hospitalari Martí I Julià, C/Dr. Castany s/n, edifice M2, 17190, de Salt, Girona. ("Sponsor") are parties to that certain Clinical Trial Supply Agreement, dated _____ (the "Agreement"). By executing this Letter of Confirmation, the parties agree and acknowledge that the clinical trial / new Products set forth below shall be added to **Exhibit A** of the Agreement and shall be subject to the terms and conditions contained in the Agreement and this Letter of Confirmation.

Trial Name	DexCom Internal Reference #

1. **COMMERCIAL PRODUCTS**

<<Insert>>

2. **INVESTIGATIONAL PRODUCTS**

<<Insert>>

3. **TRAINING AND TRAVEL COSTS**

<<Insert>>

4. **LIMITED LICENSE**

<<See Agreement Section 3(g) or insert updated applicable language>>

For and on behalf of **DexCom, Inc.**

Signed by:_____

Name: _____

Title: _____

Agreed to and acknowledged by _____ **(SPONSOR)**

Signed by:_____

Name: _____

Title: _____