

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is effective as of the date of the last Parties' signature ("Effective Date"), between **3DIEMME S.r.l.** with its principal office at Via Risorgimento, 9 – 22063 Cantu' (CO), Italy and University of Foggia, Service Center of research and high formation in dentistry - Polo di Odontoiatria (C.F. 94045260711- P. IVA. 03016180717) via L. Rovelli n°48 71122 Foggia - Italy. ("**Provider**").

PRELIMINARY STATEMENTS

- A. 3DIEMME is a company dedicated to the development, manufacturing, marketing and selling worldwide software among other medical devices in the field of dental medicine (hereinafter the "Products").
- B. Consultant is a medical expert in this field and has special knowledge of the practical application of these products, services and solutions (hereinafter, the "Products")
- C. 3DIEMME requires the services described in Annex A to this Agreement ("**Services**");
- D. Provider has substantial experience and knowledge required to perform these Services and is well suited for providing these Services as per 3DIEMME's requirements and expectations; and Provider is willing to render the Services to 3DIEMME and 3DIEMME desires to benefit from the Services delivered by Provider, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants contained herein, 3DIEMME and Provider agree as follows:

Art. 1 - Services.

During the term of this Agreement, 3DIEMME engages Provider as of the Effective Date to, and Provider hereby agrees to, perform certain services as set out Clause 2 hereto requested by 3DIEMME ("Services").

1.1 Obligations.

Provider represents that the Services to be provided pursuant to this Agreement represent Provider's best efforts and will be of the highest professional standards and quality.

1.2 Term and Termination.

This Agreement shall commence on the Effective Date and remain in force during two years (2 years) term as of Effective Date. At the Expiration Date the Agreement shall automatically renew for periods of one year, unless written notice of non-renewal is provided by either party to the other at least ninety (90) days prior the Expiration Date. Either party may terminate this Agreement with immediate effect in the event of a material breach of the Agreement by the other party.

1.3 Independent Contractor; Restriction on Authority. Expenses

The Parties acknowledges that Provider is neither an employee nor partner of 3DIEMME and is solely an independent contractor and provider. Provider is not entitled to any benefits commonly associated with employee status, in particular no pension rights, salary or the like. Further, Provider shall have no authority to enter into contracts, bind or make any other commitments on behalf of 3DIEMME.

Unless otherwise set, Provider shall be responsible for paying all ordinary and necessary expenses incurred in connection with the provision of Services.

Art. 2 - Scope of Collaboration with 3DIEMME:

RealGUIDE software Artificial Intelligence algorithm validation and clinical report for (not limited to):

- Automatic panoramic curve drawing from DICOM dataset
- Automatic mandibular nerve drawing from DICOM dataset
- Automatic teeth segmentation from DICOM dataset
- Automatic crowns segmentation from STL files acquired with intra-oral or desktop scanners
- Automatic bone segmentation (mandible, maxilla, TMJ and pterygoid regions, with and without teeth extraction)
- Automatic superposition between STL files acquired with intra-oral or desktop scanners and DICOM dataset
- Automatic margin line detection for prosthetic applications
- Automatic crowns positioning and adaptation to the available space
- Automatic implants planning
- Automatic surgical guide contact surface design

Art. 3 - Service Manager

The Polo Odontoiatrico identifies Professor Filiberto Mastrangelo as a scientific manager and coordinator of the activities. In the continuation of this agreement called “service manager”. The Dr. Filiberto Mastrangelo is MED-28 associate professor of the University of Foggia – Italy.

Art. 4 - Term of Partnership

- The term for partnership between the Parties shall be 2 years from the sign date of this agreement.
- If either party wants to terminate this agreement, written notice shall be given to the other party six (6) months before the termination of the agreement. If notice of termination has been given under this clause, the parties will agree in writing a mechanism ensuring that the ongoing activities, courses, or programs are completed.
- If either Party intends to extend the term, such Party shall send a written notice to the other Party expressing its intent for an extension within 60 days before the end of the agreement and such renewal shall be prepared in writing and signed by both parties.

Art. 5 - Exclusiveness

- Both parties understand that this agreement is not exclusive and each party is permitted to enter into such agreements as it deems fit with other universities and institutions.

Art. 6 - Protection of Intellectual Property Rights

- The protection of intellectual property rights shall be enforced in conformity with the applicable laws.
- The use of the name, logo, and/or official emblem of 3DIEMME or the Educational Institution, as the case may be, on any publication, document, and/or paper is prohibited without the prior written approval of the respective Party, which may be subject to conditions.
- The intellectual property rights in respect of any products and services development developed:
 1. jointly by the Parties, or through the joint activity effort of both the Parties, shall be owned solely and exclusively by 3DIEMME unless otherwise agreed by the Parties in writing.

2. solely and separately by 3DIEMME or the Education Institution, or through the sole and separate effort of 3DIEMME or the Education Institution, as the case may be, shall be solely owned by the Party concerned; and
 3. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt with in accordance with applicable rules and regulations of the Parties.
 4. notwithstanding anything to the contrary in subsections i - iii, above, any intellectual property, of whatever kind, related to or otherwise related to any modification, improvement, enhancement, extension, or other development, shall be owned solely and exclusively by 3DIEMME and, where applicable or necessary, the Education Institution shall provide for assignment of any rights in may ever be deemed to have in such intellectual property and undertake to render such appropriate assistance as 3DIEMME may request to perfect, register, or enforce rights in such intellectual property.
- The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaboration between the Parties.

Art. 7 - Confidentiality

The existence, the terms, and conditions of this agreement, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either Party other than to its shareholders, directors, officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations unless the disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed.

If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this agreement or to file this agreement with any regulatory body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party

Art. 8 - Negotiation Costs

3DIEMME undertakes to pay at Polo di Odontoiatria as compensation for the expected services drawn up by the Service Manager, in this contract. This annual sum is paid as follows:

- The overall collaboration will last 2 years and during this period 3DIEMME undertakes to pay a sum of 15.000,00 euros per year plus VAT for each year.
- Each Party will respectively bear its own costs and expenses arising from the consideration and any negotiations relating to this agreement and the cooperation programs covered by this agreement.
- Each party will be responsible for the payment of taxes, duties and/or any other contributions that, according to applicable legislation, may be paid to it.

An amount of 15,000 euros per year plus VAT will be financed by 3DIEMME Inc for this project in three parts in one year:

- 8.000,00 euro plus VAT 10 days after the agreement signature
- 3.500,00 euro plus VAT after 6 months
- 3.500,00 euro plus VAT after 12 months.

3DIEMME shall pay Provider the remuneration no later than 45 calendar days after receipt of a proper invoice.

3DIEMME will make the payment via PagoPA of the amount due upon issuing the invoice which contains all the information necessary for payment send to 3DIEMME Via Risorgimento, 9 – 22063 Cantu' (CO), Italy.

The remuneration includes all payments for the Services and Provider is not entitled to receive additional payments or pension rights for the performance hereunder. Provider shall be solely responsible for paying all income taxes and other taxes and duties levied on Provider as a consequence of this Agreement. Provider shall indemnify and hold harmless 3DIEMME from and against all claims, costs and liabilities brought by third parties in relation to income taxes and other taxes.

Art. 9 - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Italy, with the exclusion of its conflict of law rules. All disputes arising out of or in connection with this Agreement shall be exclusively resolved by the ordinary courts at Como.

The Polo di Odontoiatria will carry out the activities referred to the objectives in compliance with the purpose, contents, times, organizational methods and costs negotiated in the present agreement.

The Polo di Odontoiatria guarantees that university staff engaged in training and scientific activities at its facilities are insured for civil liability and against accidents.

For any dispute or claim arising out of or in connection with it or its subject matter or formation, both parties agree to refrain from unilateral action and to first consult and negotiate mutually acceptable decisions/resolutions. In the event that a resolution cannot be reached, the parties agree that any claim or dispute shall be governed by the laws of Italy.

Art. 10 - Indemnity

Both parties undertake to hold each other harmless for any judicial, administrative and/ or extrajudicial claim that third parties may make due to the ownership of the knowledge, methodologies, software, tools and all other material that are delivered by both parties for the execution of this agreement.

Art. 11 - Variations

The terms stipulated in this agreement shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

Art. 12 - Data Protection

The Parties agree that any personal data shared under this agreement complies with any data protection laws in force in each party's domestic jurisdictions. Where there is any divergence between the data protection laws of the Parties' respective countries during the term of this agreement, each Party will assist the other in ensuring minimum disruption to this

Art. 13 - Anti-Corruption

Each party shall comply with all applicable bribery and anti-corruption legislation in force in their domestic jurisdictions and each agree to take reasonable steps to assist the other party to comply with the others legislative requirements that may apply to an international or cross-border agreements. Where any international legislation applies to this agreement concerning anti bribery, fraud or anti- corruption, each party will assist the other in ensuring compliance with said international legislation.

Art. 14 - Resolution

Either Party may terminate this Agreement immediately upon written notice for breach of any material term or condition of this Agreement by the other Party ("Breaching Party") if such breach is not corrected within thirty (30) calendar days after written notice thereof is received by the Breaching Party. The notice of breach under this Subsection shall specify with reasonable particularity the nature and extent of the material breach for which complaint has been made.

Art. 15 - Registration costs

Each party will be responsible for the payment of taxes, duties and/or any other contribution that, according to applicable legislation, may be paid to it.

Art. 16 - Amendments

This Agreement may not be modified or addition be made, nor shall any provision hereof be waived or amended, except in writing duly signed and agreed to by the Parties

Art. 17 - Signatures

This Agreement may be executed by the signatories hereto and copies of the signatures sent by email or otherwise. This Agreement may also be executed by the signatories hereto to the fully extent permitted by applicable law and local regulation by electronic signatures in accordance with the standards and practices established by 3DIEMME ("E-signatures"). E-signatures will have the same full force and effect as an original signature.

Art. 18 - Notices

Any notice under this Agreement will be made in writing in the English language and delivered by registered mail to or sent to the email address of the Parties, as applicable, set forth below or to such other address or email address or facsimile number as either Party may have notified the sender and, unless otherwise provided herein, shall be deemed to have been duly given or effected when delivered to the recipient at such address or duly acknowledged electronic mail address or facsimile number.

The parties, through duly authorized representatives, accept the provisions and terms of this contract.

SERVICE CENTER FOR APPLIED RESEARCH AND HIGH DENTAL EDUCATION – Polo di
Odontoiatria – Università di Foggia – via L. Rovelli n°48 Foggia 71122 Italy
The Director of the Center

Prof. Lorenzo LO MUZIO _____

3DIEMME

Via Risorgimento, 9 – 22063 Cantù (CO), Italy

The CEO _____

Each invoice should contain the following information:

- Full name and address details (and if applicable VAT nr.) Provider
- Details + VAT number of 3DIEMME as described above
- PagoPa details
- A detailed description of the provided Services

- Other information required by local tax law applicable to the Provider Annex C

COMPLIANCE WITH LAW

Provider agrees that in performing its obligations under this Consulting Services Agreement (the "Agreement"), it shall comply at all times, with all applicable laws, regulations and governmental orders of the government of the Switzerland and of any jurisdiction in which Provider performs its obligations under this Agreement or that could otherwise be applicable.

General Compliance with Law

Provider will cause all affiliates, sub-contractors and agents, or the respective directors, officers, employees, agents or representatives of such entities, or any other person or entity acting on behalf of Provider or any of its subsidiaries in connection with Provider's performance of its obligations under the Agreement (hereinafter the "Relevant Agents") to comply, with all applicable laws, regulations and governmental orders of the government of the territory and of any jurisdiction in which Provider performs its obligations under this Agreement or that could otherwise be applicable. Provider also agrees to advise 3DIEMME of any material change, modification or new law which may affect the performance of Provider or 3DIEMME with respect to the Parties' obligations hereunder.

The laws that Provider and its Relevant Agents must abide by and comply with include, but are not limited to, the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Bribery Convention") and its national country enabling legislation; the U.S. Foreign Corrupt Practices Act ("FCPA"); the U.K. Bribery Act 2010 ("Bribery Act"); and any other law that may govern its activities from time to time, including, but not limited to, any law or regulation prohibiting bribery in any form.

In addition, in performing under this Agreement, Provider and its Relevant Agents will comply with all policies of 3DIEMME, including but not limited to the 3DIEMME Code of Business Conduct and Ethics, 3DIEMME Anticorruption Policy, Compliance Manual For 3DIEMME Partners Outside The U.S. and any and all corporate policies or procedures issued from time to time by the 3DIEMME group as well as MedTech Europe Code of Ethical Business Practice. Provider hereby specifically acknowledges that it has received a copy of the 3DIEMME Code of Business Conduct and Ethics, has read and understood the same and advised relevant personnel of its content. Provider agrees that it will abide by, and will cause all of its Relevant Agents to comply with these rules. By way of example and not limitation, Provider must not offer, pay, or promise to pay, any money, advantage, or item of value, directly or indirectly, to any person, including any government official, to perform improperly, or to reward a person for the improper performance of, or to obtain a business advantage, a relevant function related to this Agreement or its obligations. For these purposes, a "government official" will include any employee of any governmental entity or in which the government owns an interest, a political party, or a public international organization, or any political party official, or any candidate for public office in any jurisdiction, and will include, but not be limited to, any health care professional in a state sponsored health care system and/or facility. A "relevant function" will include any function of a public nature, any activity connected with a business, any activity performed in the course of a person's employment, and any activity performed by or on behalf of Provider, 3DIEMME or other entity.

Provider also will not make any kind of payments or make offers of any other kind of benefits to any health care professionals in connection with the performance of the Agreement. Further, Provider will not enter into any consulting agreement or other agreements with health care professionals for any Services related to 3DIEMME products.

Provider represents that it has fully disclosed, and will continue to fully disclose, to 3DIEMME if any person employed by or connected with it or with any of its Relevant Agents, during the term of this

Agreement, becomes a Government Official of any governmental agency or corporation owned by or organized under the laws of any government of the territory where Provider operates or of any jurisdiction in which Provider's obligations under this Agreement are performed.

Provider agrees that it will maintain accurate books, records and accounts and it will not make, or cause to be made, any entries in the books, records, and accounts of Provider or its Relevant Agents that do not accurately and fairly reflect their transactions.

If and when requested to do so by the 3DIEMME, Provider will certify in writing in a manner prescribed by the 3DIEMME, its compliance with the terms and conditions of this Agreement.

Provider agrees that should it become aware of any behavior by itself or the Relevant Subject that violates or is likely to violate any applicable law and/or regulation, including, but not limited to, the FCPA, the Bribery Act, the OECD Bribery Convention, and any other applicable law or regulation prohibiting bribery in any form, the Agent will immediately notify the Principal, through the website devoted to compliance <https://www.zimvie.com/speakup> which provides global reporting telephone numbers or on-line reporting options.

Provider will adopt an effective anti-corruption policy, supporting the compliance of its personnel with the principles inherent in this Annex within three (3) months after signing this Agreement and will provide a copy of that anti-corruption policy to 3DIEMME upon first request of 3DIEMME.

Provider and its Relevant Agents agree to participate in anti-corruption training as reasonably requested by 3DIEMME, which will include at a minimum an on-line training. Moreover, as part of the 3DIEMME's due diligence program, 3DIEMME have put in place a certificate for approval of the Provider as a recognized partner of the 3DIEMME. 3DIEMME will have the right to terminate this Agreement, without right for the Provider to be indemnified, following the failure of the Provider to participate and successfully complete 3DIEMME's due diligence procedures after 30 days from 3DIEMME request.

The approval certificate is subject to renewal every two to five years. In case the current Agreement term goes beyond the term of that certificate, and in case the approval certificate is not renewed due to findings showing a non-compliance of the Provider or a failure of the Provider to participate and complete 3DIEMME's due diligence procedures within 30 days after 3DIEMME request, 3DIEMME will have the right to terminate this Agreement after informing the Provider of the findings and following the failure by the Provider to remediate those non-compliance findings without right for the Provider to be indemnified.

1. 3DIEMME may audit the activities and records of Provider or its Relevant Agents as those records pertain to the items or Services subject to this Agreement. Provider acknowledges that should 3DIEMME be made or become aware of any allegations, suspicions or evidence of improper or unethical conduct that would raise questions concerning compliance with this Annex, then 3DIEMME is entitled to fully investigate such allegations, in which event Provider shall fully cooperate in a timely manner and cause its Relevant Agents to cooperate fully with such investigation by 3DIEMME or any third party appointed by 3DIEMME to perform such investigation.
2. In the event 3DIEMME directly or indirectly, initiate an investigation, 3DIEMME will not be liable to Provider for any claims, losses or damages whatsoever related to its decision to withhold payments under this Agreement.
3. If pursuant to an investigation conducted by 3DIEMME or otherwise, 3DIEMME concludes, based on a good faith belief, that Provider or any of its Relevant Agents have violated the representations made by Provider under this Agreement, and/or under the 3DIEMME's due diligence procedures 3DIEMME is entitled to terminate, with immediate effect, this Agreement and any other agreement Provider or any of its Relevant Agents may have entered into with

3DIEMME or any of its affiliates (termination hereunder constituting an event of default under any such other agreement), and no damages will accrue to Provider or any Relevant Agent on account of such termination.

4. Furthermore, Provider, without limiting 3DIEMME's right to further recourse shall further indemnify and hold 3DIEMME and its Affiliates harmless against any and all claims, losses and damages arising from or related to such breach or termination of the Agreement, or both.
5. Provider agrees to comply with any additional reasonable compliance requests of 3DIEMME.

Data Protection Notice

This Provider Data Protection Notice (the “**Data Protection Notice**”), effective per Effective Date as defined, describes how 3DIEMME and its affiliates as controllers, uses personal data of third party provider (“**Provider**”) under the Consulting Services Agreement (“**Agreement**”).

How we use your personal information

Your personal data, which comprise the categories of your name, contact details, tax registration number or equivalent, e-mail address, bank account number and other payment details, remuneration details may be processed by us for the following purposes (“**Purposes**”):

- For relevant team members at 3DIEMME and third parties engaged by 3DIEMME, to be able to conduct anti-corruption due diligence and periodically renew due diligence on you in order to enable 3DIEMME to maintain the highest standard of quality and integrity in everything that we do;
- To process your nomination for rendering the Services;
- For 3DIEMME to prepare, conclude and take actions in relation to the (performance of the) Agreement;
- If applicable, for 3DIEMME to handle disputes and/or litigation with 3DIEMME in which you may be involved;
- In case certain laws or regulatory obligations require disclosure of information for 3DIEMME to comply with such laws and disclose such information as required;
- For 3DIEMME to carry out legal obligations pursuant to which 3DIEMME is obliged to process your personal data, such as processing invoices with your name on them for administration and tax purposes;
- In the event that we reasonably determine that you are in breach of (i) your obligations as set out in the Provider's (i.e. which may be you or your employer) contract with 3DIEMME, or (ii) the policies of 3DIEMME that impact on the Services the Provider (i.e. you or your employer) provides to 3DIEMME, or (iii) the applicable laws and regulations relating to, for instance, fraud, anti-bribery or anti-corruption, 3DIEMME may include your (as Provider or employee of Provider) personal data on a restricted persons list, created for information and control purposes to protect 3DIEMME and to be used internally within the companies of the 3DIEMME Group and by its third parties suppliers and/or collaborators, to the extent permissible by the applicable laws and regulations.

We obtain your personal data from the Provider (which may be you or your employer) who completes our online questionnaire procedure.

We rely on different legal bases to use your personal data. These are:

- Compliance with a legal obligation – where we are subject to a specific legal obligation (in the EU this must be a legal obligation under EU or Member State law); and
- Legitimate Interests – where we have a legitimate business reason to process your personal data in relation to the services provided by the Provider, which includes where we take steps to protect our business from risks such as litigation, fraud, corruption and bribery.

Sharing your Personal Data

3DIEMME does not sell, rent or trade your personal data. 3DIEMME may share your personal data with the following recipients:

- entities within the 3DIEMME group: this sharing occurs when it is necessary or reasonably required to process the personal data, in view of our relationship with you;

- third party service providers: we share your personal data with service providers who provide services to us, such as IT and financial services providers (e.g. for the payment of the Services you render under the Agreement) and providers collecting information and performing anti-corruption due diligence on behalf of 3DIEMME. (These third party service providers can only process your personal data on instructions from 3DIEMME and they are not permitted to use your personal data for their own purposes);
- government authorities, law enforcement agencies or other third parties: we share your personal data with such parties if required by law or reasonably necessary to protect the rights, property and safety of others or ourselves.
- our successor in title: we may share your personal data with any third party that purchases, or to whom we transfer, all or substantially all of our assets and business.

International Transfers of Data

We may transfer your personal data to recipients in countries other than the country in which your personal data was originally collected. The laws in those countries may not offer the same level of data protection as the country in which the data were originally collected. When we transfer your personal data to recipients in other countries, including other entities within the 3DIEMME group, we take steps to ensure that your data is protected in a manner consistent with the laws and requirements in your country, including the requirements that apply to cross-border data transfers. 3DIEMME has put in place an Intra-Company Data Transfer Agreement that is aligned with the EU Standard Contractual Clauses, and also enters into those Clauses with third party service providers that we may entrust with your data, or relies on other compliance methods

Retention of your personal data

We will hold your personal data throughout the duration of your relationship with 3DIEMME. We will not retain your personal data for longer than is necessary but may retain your personal data if required for administration obligations, to defend our legal rights, or where we are subject to a statutory retention obligation.

Your Rights

Under applicable laws, you may have the right to access your personal data that we process, the right to have such personal data corrected, erased or blocked, the right to seek restriction, and the right to object to certain data processing activities. To exercise these rights, you can make a written request using our contact details set out below under 'How to Contact Us'. We may require you to provide additional information or documentation to identify you. Under applicable law, we may decide to refuse access to certain personal data, as well as correction, erasure or blockage, or restriction of or objection to the processing of certain personal data. We shall timely notify you of such decision.

You also have the right to make a complaint to a data protection authority about how we use your personal data.

Data Security

We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of protecting the personal data you provide against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data.

How to Contact Us

If you have any comments or inquiries about this Data Protection Notice, or to exercise your rights, you may contact us by e-mail by email address privacy.emea@zimvie.com. You may also write to: Global Privacy Officer, 10225 Westmoor Drive, Westminster, Colorado 80021, USA.

For confirmation of receipt:

Prof. Lorenzo LO MUZIO _____