

**COLLABORATION AGREEMENT  
(PATIENT ORGANIZATIONS) SUPPORT**

**between**

**Gorlin Syndrome Alliance and**

**Sol-Gel Technologies Ltd.**

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**THIS AGREEMENT ("Agreement")** is made and entered into by and between:

- (1) **Sol-Gel Technologies Ltd.**, a company organized and existing under the laws of Israel and having its registered office at 7 Golda Meir St. Ness Ziona 7403650, Israel ("**Sol-Gel**"), and
  - (2) **Gorlin Syndrome Alliance (GSA)** an organization organized and existing under the laws of Pennsylvania, USA and having its registered mailing address at PO Box 4 Reading, PA 19607 ("**Patient Organization**"),
- hereinafter individually referred to as "**Party**" and collectively as "**Parties**",

**WHEREAS:**

- (A) Sol-Gel is a research-based pharmaceutical company that develops pharmaceutical products for patients within the dermatology segment. The Patient Organization is a non-profit patient organization whose mission is to thoughtfully support, comprehensively educate, and aggressively seek the best treatments and a cure for those affected by Gorlin syndrome.
- (B) The Parties intend to collaborate to conduct the Project described herein under the terms of this Agreement.

**NOW THEREFORE**, the Parties have agreed as follows:

**1 PURPOSE**

- 1.1 The purpose of this Agreement is to describe the terms and conditions for the collaboration between Sol-Gel and the Patient Organization in connection with general financial support to the Patient Organization for unrestricted funding provided through a corporate sponsorship for the purposes described in the attached request letter.
- 1.2 For the purpose of this Agreement "**Affiliate**" is defined as any company, corporation, firm, partnership or other entity controlling or controlled by Sol-Gel.

**2 NAME OF THE PROJECT**

- 2.1 The name of this corporate sponsorship is the Project as described in Exhibit A (the "**Project**")

**3 OBLIGATIONS OF THE PARTIES**

- 3.1 Sol-Gel undertakes during the term of the Agreement to provide economic support as a corporate sponsor.
- 3.2 The Patient Organization undertakes during the term of this Agreement to use the funding to fulfill its mission described in Exhibit A
- 3.3 The Patient Organization represents and warrants to comply with any and all applicable laws, rules, regulations, government regulatory requirements and guidelines in force from time to time in connection with the Project.
- 3.4 Sol-Gel is subject to strict laws, regulations and ethical codes relating to communications on medicinal products, including the prohibition of the promotion of prescription only medicinal products of Sol-Gel to the general public (directly or indirectly). As Sol-Gel may be held responsible for the content of any output of the projects sponsored by Sol-Gel, the Patient Organization therefore agrees, upon request, to send a draft of any output to be published in connection with the Project for the internal review and approval by Sol-Gel. The review and approval is not intended to compromise the Patient Organization's independence, but to ensure that Sol-Gel complies with applicable laws, regulations and ethical codes.
- 3.5 The Patient Organization confirms that it has obtained and will maintain all consents and permissions necessary to conduct its business including the Project Contact persons in matters related to this Agreement:

From Sol-Gel:  
Chief Executive Officer, Alon Seri-Levy  
Email: [Alon.Seri-Levy@sol-gel.com](mailto:Alon.Seri-Levy@sol-gel.com)

From the Patient Organization  
Executive Director, Julie Breneiser  
Email: [jbreneiser@gorlinsyndrome.org](mailto:jbreneiser@gorlinsyndrome.org)

**4 TIME AND PLACE**

- 4.1 The Project shall take place during the period commencing on the date this agreement is fully executed by all parties, and ending on December 31, 2024.

**5 FINANCIAL SUPPORT**

- 5.1 The financial commitment of Sol-Gel under this Agreement shall be \$ 113,000 USD ("**Funding**"). The amount is exclusive of VAT and is given on the condition that it shall be used solely for the Purpose of the Project. The payment

schedule of the Funding is set forth in Exhibit A.

5.2 If the Project is canceled or terminated prior to completion or if Sol-Gel withdraws from the Project due to material change, the Patient Organization shall return any unused funding to Sol-Gel within thirty (30) days of such termination, cancellation or withdrawal.

5.3 The Patient Organization shall issue invoice(s) to Sol-Gel:  
Payment terms are (30) days from the end of the month during which the invoice is received.

5.4 The Patient Organization shall be responsible for all federal, state, and local taxes, as applicable, related to the Funding, unless otherwise agreed between the Parties or stipulated otherwise in the applicable law.

5.5 The Parties agree that any Funding for the Project are reasonable and aligned with the market rates for similar Projects, taking into account factors such as expertise, experiences, and/or training, complexity of tasks, responsiveness, total time invested by Patient Organization, and geographic region.

5.6 Sol-Gel will ensure transparency of the payments made to the Patient Organization are in accordance with applicable local and international laws, regulations and codes of conduct, applicable to the pharmaceutical industry. This may involve the publication on its website or the communication to third parties about payments made under this Agreement, including project costs as well as fees and expenses that Sol-Gel has covered.

## **6 INDIRECT- AND NON-FINANCIAL SUPPORT**

6.1 Sol-Gel will not provide any indirect or non-financial support under this Agreement.

## **7 TRANSPARENCY AND DISCLOSURE**

7.1 Information regarding this Agreement may be publicly disclosed on the website of Sol-Gel in accordance with applicable rules until at least six (6) months after expiry of the Agreement. A copy of the Agreement may until ten (10) years after expiry of the Agreement be made available upon specific request. The Patient Organization acknowledges that Sol-Gel in accordance with applicable rules may be required to notify and disclose to relevant authorities details about the contents of this Agreement (e.g. the name of the Patient Organization, a description of the nature Project and value of the support etc.). The Patient Organization consents to such disclosure.

7.2 This Agreement shall further be publicly accessible for the same period on the Patient Organization's website [www.gorlinsyndrome.org](http://www.gorlinsyndrome.org).

## **8 USE OF THE PATIENT ORGANIZATION'S LOGO**

8.1 The Patient Organization agrees that Sol-Gel may use the Patient Organization's logo or name, and make use of collaboration with the Patient Organization, as follows: to be mentioned on the website and presentations of Sol-Gel. Sol-Gel may use the logo and name of the Patient organization in relation to this Agreement.

## **9 INDEPENDENCE AND CONFLICT OF INTEREST**

9.1 The Parties declare by signing this Agreement that the Patient Organization shall be free to collaborate with other pharmaceutical companies and that Sol-Gel shall be free to collaborate with other Patient Organizations. The Parties further state that their collaboration shall not involve exclusive rights with respect to specific product or therapeutic areas or do not include any obligation or inducement to recommend a particular medicinal product.

9.2 Sol-Gel agrees by signing this Agreement not to impose conditions for the Patient Organization's professional or stakeholder- policy viewpoints. This Agreement shall not be seen as explicit or implicit agreements that confer an

- obligation on the Patient Organization to recommend or in any other way promote the interest of Sol-Gel.
- 9.3 Sol-Gel shall not seek to influence any material developed in connection with the Project favorable to its own commercial interest, but may correct factual errors, and may, if requested by the Patient Organization, contribute to the drafting of text from a fair and balanced scientific perspective.
- 9.4 Nothing in this Agreement shall be construed as creating a relationship of joint venturers, partners, employer/employee or agent. Neither Party has the authority to create any obligation of the other.
- 9.5 Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Agreement. A Party shall not be responsible for any loss, accident, damage, or injury suffered or caused by the other Party, or that other Party's staff or sub-contractors, in accordance with, or as a result of the collaboration under this project.
- 9.6 The Patient Organization (GSA) is and will remain actively involved as research participants in clinical trials.

## **10 TERM AND TERMINATION**

- 10.1 This Agreement shall come into force on the day of the last signature to the Agreement (hereafter the "Effective Date") and unless terminated earlier, remain in force until 12/31/2024 at which date the Agreement shall be terminated automatically. If in the opinion of Sol-Gel, the Patient Organization materially breaches any of its obligations under this Agreement, Sol-Gel shall provide written notice of such breach(es) and thereafter grant Patient Organization thirty (30) days to cure. If Patient Organization fails to cure, Sol-Gel may terminate the Agreement with immediate effect upon written notice by email or any other media and be entitled to seek other legal remedies under applicable law for the material breach of this Agreement, including a claim for compensation irrespective of whether the Agreement shall have been terminated.
- 10.2 If Sol-Gel fails to remit timely payment in accordance with the billing procedures outlined in Section 5, it will be deemed a material breach and Patient Organization may provide Sol-Gel with a notice detailing such breach. If such breach is not cured within thirty (30) days, Patient Organization may withdraw its support of the Project.

## **11 DATA PRIVACY PROTECTION**

- 11.1 In the performance of the Project under this Agreement, the Parties may collect, receive, or use personal data. The Parties acknowledge that, in relation to the use of such personal data, each Party has an obligation to comply with data privacy laws.
- 12.2 Each Party agrees to implement and maintain appropriate safeguards to protect personal data collected, received, or used under this Agreement from any accidental, unauthorized, or unlawful access, use, alteration, destruction, loss, or damage.
- 12.3 In addition, each Party shall: (i) treat personal data as Confidential Information under this Agreement; (ii) notify the other Party in writing and without unnecessary delay after becoming aware of a breach relating to any personal data collected, received, or used in the context of this Agreement and provide reasonable cooperation to the other Party in the investigation of such breach; (iii) notify the other Party in writing and without unnecessary delay in the event of receipt of any request, allegation, or complaint by an individual concerning the privacy or security of his or her personal data collected, received, or used under this Agreement and reasonably cooperate and assist the other Party to address such request, allegation, or complaint; (iv) notify the other Party in writing and without unnecessary delay in the event of receipt of any request, allegation, complaint, or audit by a governmental authority that relates to the collection, receipt or use of personal data under this Agreement and reasonably cooperate and assist the other Party to address such request, allegation, or complaint; (v) delete or return all personal data received from the other Party or collected on behalf of the

other Party upon the termination or expiration of this Agreement, except as otherwise provided under this Agreement or as necessary to comply with law.

## **12 CONFIDENTIALITY**

12.1 Patient Organization agrees to keep secret and to safeguard all Confidential Information. "Confidential Information" means non-public, private information shared with Patient Organization, directly or indirectly on behalf of Sol-Gel, which may be shared orally, in writing or via other means. This may include, but is not limited to, commercially sensitive information, strategic plans or processes, unpublished scientific data, planned public campaigns or policy actions, or draft project plans or concepts Patient Organization agrees not to share Sol-Gel's Confidential Information with third parties without the prior written agreement of Sol-Gel. This restriction does not apply where disclosure is required by law.

12.2 The obligations and limitations in this Agreement concerning Confidential Information shall not apply to information that is:

- (i) already publicly available, except where the information is publicly available because of a breach of this Agreement by the Patient Organization; or
- (ii) received from a third party that has the right to share the information and provides it without violating any obligation of confidentiality; or
- (iii) already known to the Patient Organization before it was shared by Sol-Gel as evidenced by the Patient Organization's written records.

12.3 After the completion of the Project, termination of this Agreement or whenever Sol-Gel requires it, Sol-Gel may ask the Patient Organization to return and/or delete the Confidential Information. The Patient Organization agrees to return or delete the Confidential Information, unless it must retain copies to demonstrate compliance with this Agreement or with legal proceedings, in which case the Patient Organization will continue to adhere to the confidentiality provisions of this agreement.

## **13 Intellectual Property Rights**

13.1 All information, data, and intellectual property rights owned by each Party prior to this Agreement shall remain the property of that Party.

13.2 Patient Organization hereby assigns and transfers to Sol-Gel its entire right, title and interest, including all intellectual property rights subsisting in all information and inventions developed under this Agreement as part of the Project, that Patient Organization, whether by itself or on its behalf, conceives or otherwise generates (the "Sol-Gel IP"). Patient Organization agrees to assist Sol-Gel in every way to obtain, and from time to time to enforce, patents, copyright registrations, and other rights and protections relating to the Sol-Gel IP in any country, including executing all written documents as may be necessary to formalize the assignment of intellectual property hereunder, including as may be necessary to obtain any patents thereon, and Sol-Gel will compensate Patient Organization at a reasonable rate for the time actually spent by Patient Organization at Sol-Gel's request on such assistance. If Sol-Gel is unable, after reasonable effort, to secure Patient Organization's signature on any such document, Patient Organization hereby appoints Sol-Gel as its duly authorized agent and attorney-in-fact, to act for and on its behalf to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by it. In the event that pursuant to any applicable law Patient Organization retains any rights in and to any of the Sol-Gel IP that cannot be assigned to Sol-Gel, Patient Organization hereby unconditionally and irrevocably waives any right, claim or demand with respect thereto (including without limitation for any compensation, royalty or reward, or the enforcement of all such rights), and all claims and causes of action of any kind with respect to any of the foregoing, and agrees, at the request and expense of Company, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights, if any.

## **14 Anti-Bribery Compliance**

14.1 The Parties will comply with applicable anti-bribery regulations and codes relating to anti-bribery and anti-corruption (the

"Anti-Bribery Laws"), including but not limited to the US Foreign Corrupt Practices Act. Patient Organization agrees that they will not offer or pay anything of value to a government official or any other person, entity, or institution covered under the Anti-Bribery Laws, directly or indirectly, in order to: (i) win or retain business for Sol-Gel; (ii) improperly influence an act or decision that will benefit Sol-Gel; (iii) gain an improper advantage for Sol-Gel.

- 14.2 14.2 Patient Organization will notify Sol-Gel if Patient Organization attains a position to influence purchasing decisions of a government entity or health-care-related institution (including a hospital or any other institution of a similar nature). Such purchasing decisions may relate, for instance, to tenders or bid requests issued by health authorities or decisions of committees of public hospitals that make decisions about drugs that will be covered by a health plan. In case of such notification by the Patient Organization, Sol-Gel has the right to terminate this Agreement with immediate effect by written notice. Patient Organization shall also notify the purchase decision-maker in said institution of the Patient Organization's financial relationship with Sol-Gel before any purchasing decision is made.
- 14.3 14.3 Patient Organization agrees to keep accurate and transparent records to reflect transactions and payments related to this Agreement. Should Patient Organization breach or have any reason to believe that it might have breached this section, it shall inform Sol-Gel immediately, in writing, and cooperate with Sol-Gel to investigate and document the facts.

## 15 **Miscellaneous Provisions.**


- 15.1 Limitation of Liability. Except in connection with breach of the provisions of Section 12 hereinabove, neither Party shall be liable to the other Party for any incidental, indirect, special or consequential damages, including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation, arising out of the performance or non-performance of any provision of this Agreement, unless caused by such Party's gross negligence or willful misconduct.
- 15.2 Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other agreements, oral and written, heretofore made between the Parties. Any amendment to this Agreement must be in writing and signed by each of the Parties.
- 15.3 Severability. If any one or more of the terms of this Agreement shall for any reason be held to be invalid or unenforceable, such term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of this Agreement is substantially frustrated thereby.
- 15.4 Governing Law and Jurisdiction. This Agreement and the rights and obligations arising under or in connection with this Agreement, including the construction, validity, performance and termination thereunder, shall be governed, construed and determined in

accordance with the laws of the state of Israel, and the competent courts of Tel Aviv, Israel, shall have exclusive jurisdiction in any matter arising out of or relating to this Agreement.

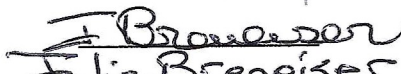
- 15.5 Assignment. This Agreement may not be assigned by either Party to any other party without the prior written consent of the other Party hereto; provided, however, that (a) Sol-Gel may assign its rights and obligations hereunder to any Affiliate of Company by written notice to the other Party and (b) Sol-Gel may assign its rights and obligations hereunder, by written notice to the Patient Organization, to a successor or transferee (whether by merger, consolidation, purchase or otherwise) of either (i) all or substantially all of the assets of Sol-Gel or (ii) all or substantially all of the assets of the business or any part of the business to which it pertains. As used in this Agreement, "Affiliate" shall mean, with respect to Sol-Gel, any individual, corporation or other business entity which, either directly or indirectly, controls Sol-Gel, is controlled by Sol-Gel, or is under common control with Sol-Gel. As used herein, "control" means possession of the power to direct, or cause the direction of the management and policies of a corporation or other entity whether through the ownership of voting securities, by contract or otherwise.
- 15.6 Potential Participants. For the purpose of this Agreement, Potential Participants are defined as individuals who are: a) in the Gorlin Syndrome Alliance database, b) likely to have Gorlin syndrome, c) over eighteen (18) years of age, and d) located within the United States of America, or able to travel to the United States from Canada.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**Sol-Gel Technologies Ltd.**

DocuSigned by:  
  
Signature: \_\_\_\_\_  
51E9D8CF3BCA469...  
By: Eyal Ben-Or  
Title: Chief Financial Officer  
Date: Jul 29, 2024

**Gorlin Syndrome Alliance**

Signature:   
By: Julie Breneiser  
Title: Executive Director  
Date: July 29, 2024



## **EXHIBIT A**

### **Sol-Gel Project 2024**

The mission of the Gorlin Syndrome Alliance (GSA) is to thoughtfully support, comprehensively educate, and aggressively seek the best treatments and a cure for those affected by Gorlin syndrome.

In its work with Sol-Gel Technologies Ltd, the GSA will continue and expand its programs. This may include, but is not restricted to:

1. Assisting Sol-Gel as requested with:
  - a) Clinical trial protocol and informed consent review
  - b) Recruitment and retention of clinical trial participants through emails, newsletters, social media posts
  - c) Participation in meetings including those with regulatory agencies.
  
2. Assigning two persons to actively call Potential Participants in the Gorlin Syndrome Alliance database to share information about the Sol-Gel clinical trial, and how Potential Participants may get screened . The Gorlin Syndrome Alliance data base includes approximately 400 Potential Participants , and the Gorlin Syndrome Alliance will ensure that calls to at least 80% of Potential Participants take place during the period commencing on the date that this contract is fully executed and ending on October 31, 2024 .
  
3. Continuation of patient and health care provider education, community building, patient support, and raising awareness of Gorlin syndrome.

#### **Funding Payment Terms:**

The parties confirm that an amount of \$13,000 out of the Funding has already been provided to the Gorlin Syndrome Alliance.

An amount of \$50,000 will be paid to the Gorlin Syndrome Alliance within two (2) weeks of the signing of this agreement.

An amount of \$50,000 will be paid to the Gorlin Syndrome Alliance by December 1, 2024.

