

[REDACTED], Inc.
Terms for Exclusive License Agreement for
[REDACTED]
February 27, 2019

Except for Sections 5 and 6, which shall be binding on [REDACTED] and IOCB, the following terms and conditions (the "Term Sheet") are for discussion purposes only, do not represent a specific or binding offer from either party, and shall only become binding if and to the extent they are included in a written agreement signed by both parties (the "Exclusive License Agreement").

Recitals

[REDACTED], has developed a [REDACTED] Technology"). The Institute of Organic Chemistry and Biochemistry (Ústav organické chemie a biochemie AVČR, v.v.i. Flemingovo nám. 2, 16610, Praha 6, ČR) (IOCB) has developed a [REDACTED] (the "IOCB Technology"). [REDACTED] desires a [REDACTED] license to the IOCB Technology, including all intellectual property rights therein and thereto, and IOCB is willing to grant [REDACTED] such a license.

Definitions

"1st Milestone" shall have the meaning set forth in Section 3, 2nd bullet.

"2nd Milestone" shall have the meaning set forth in Section 3, 3rd bullet.

"cGMP" means the up-to-date systems that assure the proper design, monitoring, and control of manufacturing processes and facilities in accordance with applicable national, federal, and state laws, rules, and regulations.

"IOCB- [REDACTED]" means [REDACTED] prepared using the IOCB Technology in accordance with cGMP.

"Licensed Product" means any process, method, material, compositions, drug, or other product or service that (i) comprises, constitutes, or embodies the IOCB Technology (in whole), or (ii) requires use or practice of the IOCB Technology (in whole) by [REDACTED] its affiliates, or its customers; notwithstanding the foregoing, Licensed Product shall not include the IOCB [REDACTED]

"Phase I Work" means the process scale-up work set forth in Section 2, first bullet, first sub-bullet.

"Phase II Work" means the process scale-up work set forth in Section 2, first bullet, second sub-bullet.



The parties agree that an Exclusive License Agreement between [REDACTED] and IOCB would include the following terms:

1. [REDACTED] to the IOCB Technology

IOCB shall grant to [REDACTED] a license to the IOCB Technology, including all intellectual property rights therein and thereto that:

- o [REDACTED]
- o Includes [REDACTED] to the process [REDACTED], including all intellectual property rights therein and thereto,
- o Allows [REDACTED], and
- o Shall become [REDACTED] if [REDACTED] does not meet the requirements of the 2nd Milestone within [REDACTED], unless the parties agree otherwise. Upon the license becoming [REDACTED] will return all accumulated experimental data resulting from development paid for by IOCB.

2. IOCB Technology Scale-up

- o The IOCB Technology shall be scaled up [REDACTED], all of which shall be [REDACTED] and in accordance with [REDACTED] direction:
 - Phase I Work: [REDACTED] and,
 - Phase II Work: [REDACTED] 2nd Milestone.
- o The Phase I Work shall be performed in accordance with a development plan agreed to by the parties in writing [REDACTED].
- o IOCB shall bear all costs of the Phase I Work.





- [redacted] shall [redacted] of contracting for the Phase II Work, and as a result, shall [redacted] from the Phase II Work.
- IOCB shall provide, [redacted], [redacted].

3. Milestone Payments

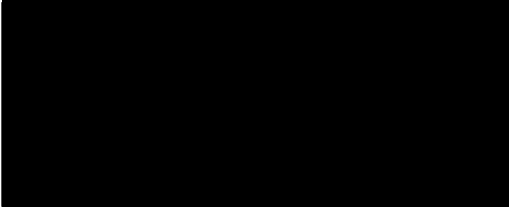
[redacted] shall pay IOCB upon achievement of the requirements set forth in the following milestones:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

4. Royalty payments

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted] shall pay the [redacted].
- The IOCB shall be responsible for [redacted].





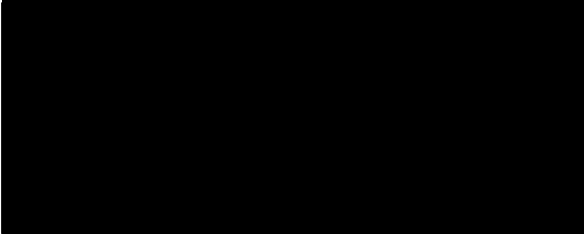
5. **Confidentiality.** The terms set forth in this term sheet and all discussions of these terms are deemed to be confidential information of both [REDACTED] and IOCB. Any and all information related to the [REDACTED] and IOCB Technology are deemed to be confidential information of [REDACTED] and IOCB respectively. Neither party shall disclose or make available to any third party any confidential information of the other party. In the event that the parties fail to enter into the Exclusive License Agreement, the [REDACTED]
[REDACTED].

6. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

[REDACTED] period:

- a. [REDACTED] and IOCB will execute a mutual non-disclosure agreement.
- b. [REDACTED] will visit the IOCB in Prague to learn more about the IOCB Technology in person.
- c. IOCB will provide [REDACTED] with any patents, patent applications, and experimental data regarding the IOCB Technology to date for the sole purpose of allowing [REDACTED].
Providing of any information or data regarding IOCB Technology to [REDACTED]
[REDACTED]
- d. [REDACTED] will conduct a patentability and clearance search on the IOCB Technology and will obtain an opinion of counsel analyzing the results of such search.
- e. [REDACTED] will share with IOCB (in writing) the results of the evaluation (Section 3) and the patentability and clearance search on the IOCB Technology; [REDACTED] will make available the opinion of counsel analyzing the results of such search (Section 4), [REDACTED] and the IOCB entering into a common interest agreement to preserve the confidentiality and privilege of such opinion.
- f. Until the execution of the Exclusive License Agreement, and unless expressly specified otherwise therein, each of the parties shall bear its own costs associated with any and all actions undertaken hereunder.
- g. None of the parties shall be obliged to enter into the Exclusive License Agreement and to provide the other any compensation of costs incurred, or





profits lost in relation to the negotiations held pursuant to this Term Sheet or failure to enter into the Exclusive License Agreement.

7. Subject to the foregoing [REDACTED] it is the parties' intent to execute a written Exclusive License Agreement [REDACTED]; it is also the parties' intent (not an obligation) to negotiate any additional terms for Licensed Product or enter into a separate term sheet and license agreement for Licensed Product, [REDACTED].
8. Should the parties fail to enter into a written Exclusive License Agreement within the time period stated in Section 7, [REDACTED].



Institute of Organic Chemistry and Biochemistry (IOCB)

By [REDACTED]

Print Name: RNDr. PhDr. Zdeněk Hostomský CSc.

Title: Director _____

[REDACTED]
By: [REDACTED]

Print Name: [REDACTED]

Title: Vice President, Business Development

