

Material Transfer Agreement

This Agreement must be completed and signed by an authorized representative of both Parties.

Providing Party: Charles University, Id. No.: 00216208, whose registered office is at Ovocný trh 560/5, Prague 1 , Zip Code: 116 36, Czech Republic; represented by Prof. Tomas Zima, MD., DrSc., rector, (hereinafter “Charles University”), On whose behalf is acting Charles University Innovation Prague s.r.o., Id.No. 07236239, whose registered office is at Ovocný trh 560/5, Prague 1 , Zip Code: 116 36, Czech Republic, represented by XXXXXXXXXXXXXXXX, on the basis of a mandate (hereinafter “CUIP”) and Ústav makromolekulární chemie AVCR v.v.i., Id. No.: 61389013, whose registered office is at Heyrovského náměstí 1888/2, Prague 6 - Břevnov, Zip Code: 162 06, Czech Republic; represented by Ing. Jiří Kotek, Dr., the director, (hereinafter “IMC”) and Ústav organické chemie a biochemie AVCR v.v.i. , Id. No.: 61388963, whose registered office is at Flemmingovo nam. 2, Prague 6 , Zip Code: 166 10, the Czech Republic; represented by RNDr. PhDr. Zdenek Hostomský, CSc. the director (hereinafter “IOCB”) hereinafter Charles University, IOCB and IMC as “Providing Party”	Recipient: IMMUNOTECH s.r.o., Id. No. 60197994, whose registered office is at Radiová 1122/1, Hostivař, 102 00 Praha; represented by Ing. Vojtěch Drbohlav hereinafter as “Company”
Evaluation Materials Requested (include quantity or amount - <i>The Company acknowledges that the Evaluation Materials requested may not be available, or if available, may not be available in the quantity requested</i>):	
Evaluation Materials will be listed in separate appendix of this agreement. IOCB or IMC will update the appendix with every novel material including a code and an amount of the material on behalf of the Providing party and inform on the	

Recipient about the expansion of the list of Evaluation Materials.	
Research Plan:	
Evaluation of use of Evaluation Materials in various <i>in-vitro</i> diagnostics (IVD) assays developed by Company using various samples including human clinical samples. A written report on the results must be provided to the IOCB. IOCB immediately transfers the results to other members of Providing Party.	

Materials Transfer Agreement

IMMUNOTECH s.r.o. ("Company") has requested that "Providing Party" supply certain Evaluation Materials for the Authorized Use that is identified in the accompanying Request for "PROVIDING PARTY" Evaluation Materials ("Request"). The Evaluation Materials requested are considered by "PROVIDING PARTY" to be highly valuable, confidential and proprietary products of "Providing Party" research. "Providing Party" is willing to provide Company with reasonable quantities of the Evaluation Materials under the following terms:

1. Definitions.

(a) "Evaluation Materials" means all materials identified in the accompanying Request and transferred by "Providing Party" to Company hereunder, and any replicates, modifications, improvements, fragments, and derivatives of the Evaluation Materials, and any mixtures or combination of Evaluation Materials with other substances, whether existing or yet to be developed by any of the Providing Parties. The Parties hereby acknowledge that due to the undergoing research the list of Evaluation Materials is not finite as to the date of signature of this Agreement.

(b) "Authorized Use" means use in strict accordance with the Research Plan set forth above, attached hereto and incorporated by reference.

(c) "Invention" means any discovery, apparatus, process, method, composition of matter, technique, formula, as well as any improvements thereto or know-how related thereto, whether patentable or not.

2. Title to Evaluation Materials. IMC and IOCB shall retain all title and ownership interest in and to the Evaluation Materials. Any and all proprietary rights, including but not limited to patent, trademark, and trade secret rights, in and to the Evaluation Materials shall remain in "IMC and IOCB". Company shall not imply or represent to any person that it is the owner of the Evaluation Materials. No express or implied license in or to the Evaluation Materials is granted to Company under this Agreement, except for the limited right of use set forth herein (see paragraph 4). The Providing Party, however, undertakes to negotiate the terms of the commercial license exclusively with the Company after the Company performs all obligations under this Agreement. The Parties shall negotiate the terms of such license agreement in good faith after the Company expresses its intent to obtain such license within three months after this agreement expires. The right to negotiation on commercial license shall be limited to specific purpose of use of the materials as agreed under this MTA. The right to negotiation on commercial license shall expire if the Parties do not conclude a binding license agreement within six months after this agreement expires.

3. Delivery of Evaluation Materials. IMC and IOCB shall deliver the requested Evaluation Materials to Company within a reasonable period of time after "IMC and IOCB" approves Company's Request and "IMC and IOCB" executes this Agreement. "IMC and IOCB" shall determine the quantities to be transferred to Company in accordance with the Request.

4. Use of Evaluation Materials. As of the date this Agreement is executed by "Providing Party", "Providing Party" grants Company a non-exclusive license to the use of the Evaluation Materials for the Authorized Use for research purposes only and not for any commercial use. Company shall not use the Evaluation Materials for any use other than the Authorized Use; nor shall Company use such in humans or in contact with any materials to be infused into or fed to

humans. Company shall use the Evaluation Materials in compliance with all applicable federal, state and local laws and regulations. Company shall not transfer the Evaluation Materials or any information related to those materials to any person who is not an employee of Company under Company's direct control and supervision, nor use the Evaluation Materials in research that is subject to consulting or licensing obligations to another corporation, government agency or other entity unless prior written permission is obtained from "Providing Party". Company shall take all reasonable precautions to prevent theft, loss, or destruction of the Evaluation Materials. Upon termination of the Agreement or upon the earlier request of Providing Party, Company will return to IMC and IOCB all unused Evaluation Materials and documents relating to the Evaluation Materials. Company can transfer Evaluation Materials to a Company Affiliate with Providing Party's prior written approval, but only on condition that Affiliate indicates in writing acceptance of the terms of this agreement.

5. Adverse Experience Reporting. Any significant adverse observations shall be reported to Providing Party within two (2) calendar days of such observation. Significant adverse observations may mean any experience that suggests a significant hazard, side effect, or precaution.

6. Reports. Company will keep the Providing Party informed regarding the status of work on the research plan and the results of the Authorized Use, and similarly, Company will inform Providing Party of any and all Inventions related to the Evaluation Materials or the Authorized Use which are conceived and/or reduced to practice by Company in the course of Company's use of the Evaluation Materials. Upon completion of the research plan, or on termination of this Agreement, whichever is earlier, Company shall provide Providing Party a final written report summarizing the results of the Authorized Use of the Evaluation Materials. The report shall be covered by the confidentiality provisions set forth in section 12 below. Any publication and/or presentation by Company relating to the Evaluation Materials must be approved in writing by Providing Party. Company shall submit for review by Providing Party any proposed publication and/or presentation relating to the Evaluation Materials at least thirty (30) days before submission for publication, and shall delay submission of any publication, at the request of Providing Party, for up to an additional ninety (90) days after receipt by Providing Party of the proposed publication, in order to permit filing of appropriate patent applications.

7. Inventions. All rights and title to Providing Party patents or patent applications related to the Evaluation Materials are and shall remain exclusively Providing Party's. In the event that the Authorized Use of the Evaluation Materials results in an Invention, Company shall disclose the Invention to IMC and IOCB, and the Company shall then negotiate with IMC and IOCB on the ownership title and intellectual property to such Invention to all data generated under this Agreement. The Company, IMC and IOCB hereby undertake to negotiate all terms of future agreement in good faith and with considering the contribution and authorship of each party involved to such Invention and the data generated under this Agreement. If the Company, IMC and IOCB choose to seek patent protection for the Invention, the Company, IMC and IOCB shall have the right to use the results of the Authorized Use for that purpose, and shall be responsible for all costs of obtaining patent coverage based on the ownership title agreement to such Invention. All parties shall cooperate and do all acts reasonably necessary to perfect such patent rights in the name of the Company, IMC and IOCB. The Company, IMC and IOCB hereby undertake to negotiate the terms of the ownership title agreement to the Invention and any license rights thereof and reach preliminary terms of such ownership title agreement before this Agreement terminates. The Parties

hereby declare that the Company has no preemptive right, option or any other future exclusive license right to such patent rights under this agreement.

8. Name. Company shall not use the name of the Providing Party or any contraction thereof or the name of Providing Party's employees in any advertising, promotional, sales literature or fundraising documents without the prior written consent of the Providing Party concerned.

9. Payment. Company shall not be charged for the Materials hereunder.

10. No Conflicts. Company represents that it is authorized to enter into this Agreement and that no other contract or other obligation conflicts with the obligations to be assumed by Company under this Agreement.

11. Disclaimer. The evaluation materials are provided to Company without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. PROVIDING PARTY makes no representation or warranty that the authorized use of the evaluation material will not infringe any patent or other proprietary right. PROVIDING PARTY shall not be liable for any use of the evaluation material by Company, or for any loss, claim, damage or liability, of any kind or nature, which may arise from or in connection with this or from the use, handling or storage of the evaluation materials. No indemnification for any loss, claim, damage, or liability shall be provided by Providing Party under this Agreement. Company agrees to defend, indemnify, and hold harmless Providing Party, its directors, officers, employees, and agents from any loss, claim, damage, or liability, of any kind whatsoever, which may arise from Company's use, storage, or disposal of the Evaluation Materials or any other material made using the Evaluation Materials, except to the extent such can be shown to have occurred through the gross negligence of Providing Party.

12. Confidentiality. Each party and its employees will keep all results of the Authorized Use, and any other confidential information whether written or oral, including any technical, scientific, or business information, related to Evaluation Materials, made available to such party by the other (hereinafter collectively referred to as "Confidential Information"), in strict confidence (each party to be known as "Recipient" when in receipt of Confidential Information of the other party, and as "Provider" when it supplies its Confidential Information to the other party). Confidential Information shall not be disclosed to any third party without prior written permission from the Provider and shall not be used except for the Authorized Use and except as provided in Paragraph 6 above. The Provider shall include each party's officers, directors, and employees. Company further acknowledges that the Confidential Information of Providing Party contains material, non-public information regarding Providing Party and Company agrees not to use such material non-public information in violation of applicable securities laws.

The above notwithstanding, Recipient's obligation of confidence with respect to Confidential Information shall not extend to:

(a) Information that Recipient can demonstrate by written records was known to Recipient prior to disclosure by Provider, provided such information was not obtained by Recipient through disclosure by a third party receiving such information in confidence from Provider;

(b) Information that is now available to the public or becomes available to the public in the future other than by breach of this Agreement or other Agreement with Providing Party;

(c) Information that is disclosed to Recipient after the date of disclosure by Provider by a third party who has the right to make such disclosure;

(d) Information that Recipient can establish by clear and convincing evidence was subsequently and independently developed by employees of Recipient who had no knowledge of the Information; or

(e) Information that is required by applicable law to be disclosed to a governmental authority; *provided, however*, that to the extent permitted by applicable law, Recipient shall use its best efforts to obtain the agreement of such governmental authority to maintain the confidentiality of any such information that is Confidential Information and shall give the Provider prompt notice of such required disclosure in order to allow Provider to seek protective treatment.

13. **Damages and Contractual Penalty:** Without limiting thereby in any manner any and all rights the Providing Party to seek the application of legal remedies provided to it by operation of law, should the Recipient or any of its Representatives breach any of its obligations stipulated herein with respect to any Confidential Information the Recipient shall pay to the Disclosing Party a contractual penalty in the amount of CZK 1 000 000 (in words one million Czech crowns) for each individual event of breach. The Recipient's obligation to pay contractual penalty shall not affect the right of the Disclosing Party for compensation of damages, including damages exceeding the agreed contractual penalty.

14. **Term and Termination.** This Agreement shall enter into force on the date of signature by the last Providing Party below and effective on the date of its publication in the Register of Contracts under Act. No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Registry of Contracts (The Act of the Register of Contracts). The parties agree that CHARLES UNIVERSITY will ensure the publication of this Agreement under the preceding sentence. This Agreement shall terminate twelve (12) months thereafter or upon completion of the research plan, whichever is earlier. This Agreement may be earlier terminated at any time by either party upon ten (10) days' written notice. All unused Evaluation Materials shall be returned to IMC or IOCB depending on which party provided them or destroyed, at the sole option of IMC or IOCB, within ten (10) days of termination of this Agreement. Termination shall not affect any existing rights or obligations of any party, including but not limited to, rights or obligations under sections 2 or 5 through 19 of this Agreement.

15. **Assignability.** The rights and obligations of Company under this Agreement shall not be assignable without the prior written consent of the Providing Party.

16. **Applicable Law.** This Agreement and the rights of the parties shall be determined in accordance with the laws of the Czech Republic. The exclusive jurisdiction for any litigation required to resolve any disputes under this Agreement shall be in the appropriate courts of the Czech Republic, and each of the parties consents to the jurisdiction of such courts and waives objection to venue laid therein. In the event of actual or threatened disclosure or transfer of the Evaluation Materials by Company to a third party without the prior written consent of the Providing Party, the Providing Party will likely suffer irreparable harm, and shall be entitled to specific performance of the obligations of Company under this Agreement, without bond, as well as all necessary injunctive relief against further unauthorized disclosure or transfer.

17. **Entire Agreement.** This Agreement, including any exhibit attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, it supersedes all prior agreements, understandings and communications, oral or written, relating to the subject matter hereof, and it shall not be modified, altered or amended except by mutual written agreement of the parties.

18. **Counterparts.** This Agreement may be executed in four counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19. **Severability.** If any provision of this Agreement, or part thereof, is found by a proper authority to be unenforceable, that provision, or part thereof, shall be stricken and the remainder of this Agreement will continue in full force and effect; *provided, however*, that the parties shall renegotiate an acceptable replacement provision so as to accomplish, as nearly as possible, the original intent of the parties.

20. **Notices.** Any written request, notice, report, approval, or other communication under this Agreement will be effective upon the date of transmission, if sent via courier or hand delivery, or three (3) days after deposit, postage prepaid, in the first class mail.

The signatures of the authorized officers of each party are required below to make the Agreement effective.

Providing Party

COMPANY

Printed Name: CHARLES UNIVERSITY

Title:

Date:_____

Printed Name:

Title:

Date:_____

Printed Name: IOCB

Title:

Date:_____

Printed Name: IMC

Title:

APPENDIX A to the Material Transfer Agreement concluded in between Charles University, and Ústav makromolekulární chemie AVCR v.v.i., and Ústav organické chemie a biochemie AVCR v.v.i. as Providing Party, and the company IMMUNOTECH s.r.o.

Existing Materials List:

Evalutaion Material Name (Code/Label/...)	Other specification	Amount	Description
UR-75		25uL 100uM	XXXXXXXXXXXXXXXX
U-138B		50uL 100uM	XXXXXXXXXXXXXXXX

Printed Name: IOCB

Title:

Date: _____

Printed Name: IMC

Title:

Date: _____

Novel Materials List

Evalutaion Material Name (Code/Label/...)	Date Provision	of	Amount	Description	Name of the Party and Signature