

ASSIGNMENT AND ASSUMPTION
OF
INVESTIGATOR-INITIATED RESEARCH AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is valid as of the date of last signature and shall come into effect as of the date of its publication in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on Special Terms for Effectiveness of Some Contracts, Publishing of such Contracts in the Register of Contracts and for the Register of Contracts, as amended ("Effective Date") by and among **Regeneron Pharmaceuticals, Inc.**, a New York corporation, located at 777 Old Saw Mill River Road, Tarrytown, New York 10591-6707 ("Regeneron") ("Assignor"), **Sanofi-Aventis, s.r.o.**, located at Evropská 846/176a, Postal Code: 16000, Prague 6 – Vokovice, Czech Republic, Identification Number: 44848200 ("Sanofi") ("Assignee"), **Institute for Clinical and Experimental Medicine** located at Vídeňská 1958/9, Prague 4, 14021, Czech Republic, Identification Number: 00023001 ("Institution"), and **NEOX s.r.o.** located at Pancířova 196/2, Prague 4, 14300 Czech Republic, Identification Number: 62917927 ("CRO"), and shall amend the Investigator-Initiated Research Agreement (defined below).

WHEREAS, Institution, CRO, and Regeneron have entered into an Investigator-Initiated Research Agreement as of September 5, 2019 (the "Agreement");

WHEREAS, Assignor wishes to assign all of its rights, obligations, liabilities and interests in the Agreement to the Assignee, and Institution and CRO are willing to consent to such assignment, subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Effective as of April 1st, 2020, Assignor hereby assigns all of its rights, obligations, liabilities and interests in the Agreement to Assignee.
2. Effective as of April 1st, 2020, Assignee hereby accepts such assignment, agrees to be bound by all the terms of the Agreement, and assumes all of the responsibilities, obligations, liabilities of Assignor under the Agreement.
3. Assignee, Institution, and CRO further agree that all references to Assignor in the Agreement are hereby amended to refer to Assignee. It is understood and agreed that all other provisions of the Agreement shall remain in full force and effect.
4. In consideration of this Assignment and Assumption Agreement, the parties hereto agree that Assignor shall be relieved of all obligations to perform under the Agreement. Assignor shall remain fully liable for performance of its obligations prior to April 1st, 2020 only.

5. Assignee's representative for the purpose of receiving legal notices shall until further notice be:
sanofi-aventis, s.r.o.
Evropská 846/176a,
Postal Code: 16000, Prague 6 – Vokovice, Czech Republic
6. Assignee's representative for the administration of invoices shall until further notice be:
sanofi-aventis, s.r.o.
Evropská 846/176a,
Postal Code: 16000, Prague 6 – Vokovice, Czech Republic
7. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which is an original and all of which constitute the Assignment and Assumption Agreement.
8. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.
9. Except as expressly amended by this Assignment and Assumption Agreement, the Agreement shall be unchanged and shall remain in full force and effect in accordance with its terms.
10. For the sake of clarity, the parties expressly agree that the provisions of this Assignment and Assumption Agreement shall also apply to the parties from April 1st 2020 until and after the Effective Date of this Assignment and Assumption Agreement.

-Signatures on Next Page-

IN WITNESS WHEREOF, the parties have hereby executed this Assignment and Assumption Agreement by their duly authorized representatives as of the Effective Date.

Regeneron Pharmaceuticals, Inc.

By: _____

Name: _____

Title: Exec Dir Medical Affairs Operations

Date: Jul 15, 2020

Approved as to legal policy
per Regeneron Policy #950

Sanofi-Aventis, s.r.l.

By: _____

Name: BOHDAN DOBIASZ

Title: PROXY HOLDER

Date: 16. 9. 2020

Institute for Clinical and Experimental Medicine

By: _____

Name: Ing. Michal St

Title: _____

Date: 5. 10. 2020

NEOX

By: _____

Name: Václav Hájek

Title: _____

Date: 15. 10. 2020

