EXECUTION COPY
April 12, 2021

COLLABORATION AND LICENSE AGREEMENT

This **COLLABORATION AND LICENSE AGREEMENT** (the "**Agreement**") is made and entered into as of the date of the last signature affixed hereto (the "Effective Date") by and between Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences, (Ústav organické chemie a biochemie AV ČR, v. v. i.), Business Identification No.: 61388963, Tax Identification No.: CZ 61388963, a research institution organized and operating under the laws of the Czech Republic and having offices at Flemingovo náměstí 542/2, 160 00 Praha 6, Czech Republic ("**Institute**"), and Alzheon, Inc., Tax Identification No.: 46-3074149, a corporation organized and operating under the laws of the State of Delaware and having offices at 111 Speen Street, Suite 306, Framingham, MA 01701 ("**Alzheon**"). Institute and Alzheon may hereinafter be referred to individually as a "**Party**" or collectively as "**Parties**."

RECITALS

WHEREAS, Alzheon is engaged in the research, development and commercialization of human pharmaceuticals and has developed [redacted]

WHEREAS, Institute has expertise in developing, optimizing, and improving assays using [redacted];

WHEREAS, Alzheon and Institute wish to collaborate under the terms and conditions set forth below to further develop Alzheon's technology to create [redacted]

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 "**Accounting Standards**" means U.S. generally accepted accounting principles ("**GAAP**") or International Financial Reporting Standards ("**IFRS**"), as consistently applied.

1.2 "**Affiliate**" means, with respect to a particular Party, a Person that controls, is controlled by or is under common control with such Party. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under common control with") means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of fifty percent (50%) or more of the voting stock of such entity, or by contract or otherwise. For clarity, once a Person ceases to be an Affiliate of a Party, then, without any further action, such Person shall cease to have any rights, including license and sublicense rights, under this Agreement by reason of being an Affiliate of such Party.

1.3 "**Alzheon Assay Technology**" means Know-How and Patents that are (a) Controlled by Alzheon as of the Effective Date or during the Term and (b) [redacted]

1.4 "**Alzheon Material**" means any physical material provided by Alzheon to Institute pursuant to this Agreement or the Material Transfers Agreement together with any modifications, derivatives, improvements, or analogs thereof created under the Development Plan.

1.5 "**Alzheon Technology**" means all Know-How and Patents that (a) are Controlled by Alzheon as of the Effective Date or during the Term (as exemplified in, but not limited to, that listed in **Exhibit C** attached hereto, to be updated from time to time) and (b) necessary or reasonably useful for the performance of activities allocated to Institute under the Development Plan.

1.6 "**Business Day**" means a day other than Saturday, Sunday or any day that banks in Boston, Massachusetts, U.S. or Prague, Czech Republic are required or permitted to be closed.

1.7 "**Calendar Quarter**" means each successive period of three (3) consecutive calendar months ending on March 31, June 30, September 30, or December 31.

1.8 "**Calendar Year**" means each successive period of twelve (12) consecutive calendar months ending on December 31.

1.9 "**Confidential Information**" shall mean Proprietary Information as such term is defined in the Confidentiality Agreement. Notwithstanding the foregoing, the Material Know-How shall be the Confidential Information of Alzheon, the Screening Know-How shall be the Confidential Information of both Parties, the Institute Technology shall be the Confidential Information of the Institute, and the terms and conditions of this Agreement (to the extent not published in the Register of Contracts pursuant to Section 9.2(d)) shall be the Confidential Information of both Parties.

1.10 "**Confidentiality Agreement**" means that certain Confidentiality Agreement between the Parties dated December 12, 2019, as amended on April 12. 4. 2021, which is attached hereto as **Exhibit B**.

1.11 "**Controlled**" means, with respect to any Intellectual Property, that the Party owns such Intellectual Property and has the ability to grant to the other Party a license or access (as appropriate) to, such Intellectual Property as provided for herein without violating the terms of any agreement or other arrangements with any Third Party.

1.12 "**Cover**" means, with respect to a Screening Patent and a Licensed Product, that the Manufacture, use, offer for sale, sale or importation of such Licensed Product by an unlicensed Third Party would infringe a Valid Claim in such Screening Patent; provided, however, that in determining whether a claim of a pending Patent application would be infringed, it shall be treated

as if issued in the form then currently being prosecuted. "**Covered**" and "**Covering**" shall have the correlative meanings.

1.13 "**Development Plan**" means the written development plan for performance of the Development Program. The Development Plan as of the Effective Date is attached hereto as **Exhibit A**; it may be amended from time to time in accordance with the terms and conditions of this Agreement.

1.14 "**Development Program**" means a collaborative program conducted in the laboratory [redacted] for the further development of the Alzheon Assay Technology to create an assay [redacted],

1.15 "**Dollars**" or "**$**" means the legal tender of the U.S.

1.16 "**Executive Officer**" means, with respect to Alzheon, [redacted], with respect to Institute, [redacted]

1.17 "**Field**" means any and all fields.

1.18 "**First Commercial Sale**" means, with respect to a country in the Territory, the first commercial sale to a Third Party of a Licensed Product in such country by Alzheon or its Affiliate after the granting of all regulatory approvals, if any, required in such country with respect thereto.

1.19 "**Institute Methods"** means all Institute-owned or controlled Know-How that [redacted].

1.20 "**Institute Technology**" means all Know-How and Patents that (a) are Controlled by Institute as of the Effective Date or during the Term, (as exemplified in, but not limited to, that listed in **Exhibit D** attached hereto, to be updated from time to time), and (b) necessary or reasonably useful for (i) performance of activities allocated to any of the Parties under the Development Plan or (ii) practice or exploitation of the Screening IP.

1.21 "**Intellectual Property**" means all rights in any intellectual property or industrial property now known or hereafter recognized anywhere in the world, including the following: (a) Patents; (b) Know-How; (c) copyrights or similar rights in writings, designs, mask works, or other works of authorship, and registrations or applications for registrations of copyrights in any jurisdiction; and (d) trademarks and service marks (registered or unregistered), trade dress, trade names, and other names and slogans embodying business or product goodwill or indications of origin, and all applications or registrations in any jurisdiction pertaining to the foregoing; and all goodwill associated therewith.

1.22 "**Know-How**" means inventions (whether or not patentable), discoveries, trade secrets, information, experience, data, formulas, know-how, materials, procedures and results,

including without limitation physical, chemical, biological, toxicological, pharmacological, clinical, and veterinary data, dosage regimens, control assays and product specifications, but excluding any Patents.

1.23 "**Licensed Product**" means (a) any [redacted]

1.24 "**Marks**" has the meaning set forth in Section 7.5.

1.25 "**Material IP**" means Material Know-How and Material Patents.

1.26 "**Material Know-How**" means Know-How developed, conceived, reduced to practice, or otherwise made by or on behalf of Institute in the course of performing the Development Program that constitute improvements, modifications, or other changes to Alzheon Material, excluding any Institute Methods.

1.27 "**Material Patent**" means any Patent that Covers, discloses or claims Material Know-How.

1.28 "**Material Transfer Agreement**" means that [redacted].

1.29 **"Net Sales"** means with respect to sales or other dispositions by Alzheon or its Affiliates of a Licensed Product, the gross amount collected by Alzheon or its Affiliates to end users, third party distributors or agents less:

(a) value added tax, sales tax, excise tax and similar taxes levied on and actually paid directly in relation to such sales or other dispositions of such Licensed Product (provided that such taxes are separately invoiced to such end users, distributors or agents) as reported in Alzheon´s or its Affiliates' internal accounting system;

(b) import and export duties, tariffs or other governmental charges, imposed on such Licensed Product to the extent included in the amount invoiced to such end users, distributors or agents;

(c) discounts, credits, rebates, chargebacks and allowances made or given with respect to federal, state or foreign governmental programs (including Medicaid and Medicare or similar or successor programs), public or private hospitals, healthcare organizations, wholesalers, distributors, buying groups, health insurance carriers, pharmacy benefit managers and managed care entities or patient care organizations;

(d) volume, quantity, trade, prompt settlement or similar discounts, rebates, chargebacks and allowances actually granted or allowed directly in connection with the sale of such Licensed Product other than those set forth in subpart (c);

(e) credits, refunds and allowances actually given to customers on account of rejection or returns of Licensed Products; and

(f) transportation costs, including insurance and shipping, freight, and handling charges, for such Licensed Product to the extent included in the amount invoiced to such end users, distributors or agents;

provided, however that (i) the total reductions applied under subparts (d) and (f) [redacted]; and (ii) [redacted].

Net Sales shall be calculated and reported in USD. With respect to Net Sales invoiced in a currency other than USD such amounts and amounts payable will be expressed in such currency and converted to USD using the exchange rate mechanism generally applied by such Party, provided that such mechanism is in compliance with the International Financial Reporting Standards.

If Licensed Products are sold or provided as a component of a combination of functional elements or services (a ***"Combination Product"***), Net Sales for such Combination Product shall be reduced to reflect a fair allocation, as determined by the Parties in good faith, [redacted].

If Alzheon or its Affiliates receive non-cash consideration for Licensed Product sold in the Field by Alzheon or its Affiliate to a Third Party, Net Sales for such sale will be determined by the fair market value of such non-cash consideration, as determined by the Parties in good faith or, in case of disagreement of the Parties, by an independent certified valuation analyst mutually acceptable to both Parties.

1.30 "**Patents**" means (a) pending patent applications, issued patents, utility models and designs; (b) reissues, substitutions, confirmations, registrations, validations, re-examinations, additions, continuations, continued prosecution applications, continuations-in-part, or divisions of or to any of the foregoing; and (c) extensions, renewals or restorations of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including supplementary protection certificate, patent term additions, patent term extensions or the equivalent thereof.

1.31 "**Screening IP**" means Screening Know-How and Screening Patents.

1.32 "**Screening Know-How**" means all Know-How (other than Material Know-How) developed, conceived, reduced to practice, or otherwise made in the course of performing the Development Program: (a) by or on behalf of Institute; (b) jointly by Alzheon and Institute; or (c) by or on behalf of Alzheon through the use of unpublished Institute Technology.

1.33 "**Screening Patent**" means any Patent that discloses or claims Screening Know-How.

1.34 "**Sublicensee Revenue**" means all cash or other value consideration received by Alzheon or its Affiliates from a Third Party sublicensee for the grant or practice of a sublicense to any of Screening IP or Institute Technology licensed to Alzheon under Section 3.2 in the Field including upfront, milestone and royalty payments, but in each case excluding (i) amounts received for the conduct or support of research or development of Licensed Products conducted by or on behalf of Alzheon or its Affiliates (other than activities to be performed by Institute under the Development Program) at the request of the Third Party sublicensee, (ii) reimbursements or payments for patent prosecution and maintenance, (iii) amounts received for Alzheon's equity to the extent less than or equal to the fair market value of such equity, (iv) amounts received in the form of a loan to the extent such amount is not forgiven, and (v) amounts allocable to anything other than Screening IP or Institute Technology.

1.35 "**Term**" has the meaning set forth in Section 11.1.

1.36 "**Territory**" means the entire world.

1.37 "**Third Party**" means any person or entity other than a Party or its Affiliates.

1.38 "**U.S.**" or "**USA**" means the United States of America, including all possessions and territories thereof.

1.39 "**Valid Claim**" means a claim (including a process, use, or composition of matter claim) of (a) an issued and unexpired Screening Patent that has not (i) irretrievably lapsed or been revoked, dedicated to the public or disclaimed or (ii) been held invalid, unenforceable or not patentable by a court, governmental agency, national or regional patent office or other appropriate body that has competent jurisdiction, which holding, finding or decision is final and unappealable or unappealed within the time allowed for appeal, or (b) a pending application for a Screening Patent that has been pending for no more than [redacted] since its priority date and has not been abandoned or finally disallowed without the possibility of appeal.

ARTICLE 2
GOVERNANCE

2.1 Joint Steering Committee.

(a) Formation. Within [redacted] after the Effective Date, the Parties shall form a joint steering committee (the "**JSC**"), which shall be responsible for the general oversight of the Development Program, including (i) reviewing the goals, strategy, milestone events, results of the Development Program and the activities performed thereunder, (ii) recommending and approving changes to the Development Plan, (iii) assigning relative priorities

in the Development Plan, (iv) terminating any specific activities under the Development Plan, (v) determining whether the research objectives or milestones in the Development Plan have occurred and whether the Development Plan has been completed, (vi) determining whether to continue pursuing the Development Program with respect to a particular [redacted], (vii) review and discuss results of the initial feasibility study, and (viii) attempting to resolve any disputes between the Parties concerning the research and development activities carried out under this Agreement.

(b) Members and Meetings. Each Party shall designate one (1) representative, unless the members of the JSC mutually agree to expand the size of the JSC by one or more additional representatives for each Party, each of whom shall be authorized to make decisions on behalf of the designating Party. Each Party shall have the right, at any time, to designate by written notice to the other Party, a replacement for any of such Party's members on the JSC. The JSC shall meet at such times as the members deem appropriate to perform the duties of the JSC, but [redacted]. Each Party may also call for special meetings of the JSC with reasonable prior written notice (it being agreed that at least [redacted] shall constitute reasonable notice) to resolve particular matters requested by such Party and within the decision-making responsibility of the JSC. Each Party shall be responsible for all of its own expenses incurred in connection with participating in all such meetings. Each Party shall provide the JSC such information as required under the Development Plan, or as reasonably requested by the other Party and reasonably available, relating to the progress of the goals or performance of activities under the Development Plan.

(c) Decisions and Disputes. Decisions of the JSC shall be by consensus, with each Party having one (1) vote. If the JSC cannot reach consensus or a dispute arises which cannot be resolved within the JSC within [redacted], either Party may cause such dispute to be referred to Executive Officers for resolution. In the event that the Executive Officers do not resolve such matter within [redacted] of referral (or a longer mutually agreed period), then, Alzheon shall have final decision-making authority with respect thereto, provided that, in no event shall Alzheon exercise its decision-making authority pursuant to this Section 2.1(c) in a manner that would increase the costs and expense of the other Party under the Development Plan by more than [redacted], which shall require consensus. Notwithstanding the foregoing, the JSC shall have only the powers assigned expressly to it hereunder and shall not have the power to amend, modify, or waive any terms of this Agreement.

(d) Discontinuation. The JSC shall continue to exist until the first to occur of (i) the Parties mutually agreeing to disband the JSC or (ii) the completion of the Development Plan.

(e) Term of the Development Program. The activities in the Development Program are planned to be completed and the Development Program will expire [redacted] following the Effective Date (the "**Development Term**"), unless shortened or extended upon recommendation of the JSC and written agreement of the Parties, or earlier terminated pursuant to Section 11.3. Without limiting the foregoing, the JSC shall, at least [redacted] prior to expiry of the Development Term (or any extension thereof), discuss whether sufficient time remains to complete the Development Program in accordance with the Development Plan within the remainder of the Development Term or whether any extension hereof is advisable.

ARTICLE 3
LICENSES

3.1 Development Program Licenses. Subject to the terms and conditions of this Agreement, Alzheon hereby grants to Institute a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license, under the Alzheon Technology, to conduct the Development Program in accordance with the Development Plan. Subject to the terms and conditions of this Agreement, Institute hereby grants to Alzheon a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license, under the Institute Technology, to conduct the Development Program in accordance with the Development Plan.

3.2 Institute License to Alzheon. Subject to the terms and conditions of this Agreement, Institute hereby grants to Alzheon (a) an exclusive, royalty-bearing, sublicensable (through multiple tiers) license to practice and otherwise exploit Institute's interest in the Screening IP for all purposes in the Field in the Territory, including to make, have made, use, import, offer for sale, sell, and have sold Licensed Products in the Field in the Territory, and (b) a non-exclusive, royalty-bearing, sublicensable (through multiple tiers) license under any Institute Technology solely to the extent such Institute Technology is necessary or useful to practice or otherwise exploit the Screening IP in the Field in the Territory. For the avoidance of doubt, the licenses granted under letter (a) and (b) of this Section 3.2 shall be subject to a single royalty payment pursuant to Section 5.1.

3.3 Institute Retained Rights. Institute retains the right to make, have made and use the Screening IP solely for internal research purposes, which for clarity excludes performance of research for any for-profit, commercial entity as well as clinical and commercial uses. Institute retains the right to make, have made and use the Screening IP for academic publication purposes (solely in accordance with Section 9.3). With regards to Institute Technology, Institute retains the right to make, have made and use any of Institute Technology for any purposes without limitation, and reserves the right of its respective faculty and staff to publish (solely in accordance with Section 9.3) all information concerning Institute Technology, in accordance with Institute's academic mission.

3.4 No Other Licenses. Neither Party grants to the other Party any rights or licenses in or to any Intellectual Property, whether by implication, estoppel, or otherwise, other than the license rights that are expressly granted under this Agreement.

3.5 Exclusivity. During the Term, Institute and its Affiliates shall not directly or indirectly, collaborate with or perform any work for the benefit of any commercial Third Party that is related to the design, research, development, commercialization, or other exploitation of [redacted]

ARTICLE 4
DEVELOPMENT PROGRAM

4.1 Overview. The Parties shall conduct the Development Program in accordance with the Development Plan and the terms of this Agreement. Each Party shall perform the activities specifically assigned to it under the Development Plan and shall contribute such personnel and resources as are reasonably necessary to carry out such activities, in each case at its sole cost and expense. Each Party shall conduct its activities under the Development Plan in good scientific manner, and in compliance in applicable laws. Each Party shall use diligent efforts to initiate and complete the activities assigned to it under the Development Plan in accordance with the timeline specified therein and to achieve Development Plan's objectives efficiently and expeditiously. Neither Party will be responsible for any deficiency or delay in performing its obligations under the Development Plan to the extent such deficiency or delay results from circumstances beyond reasonable control of such Party, or the other Party's failure to fulfill its obligations under the Development Plan.

4.2 Development Plan. The conduct of the Development Program shall be governed by the Development Plan. The Parties may, through the JSC, amend the Development Plan from time to time. Each Development Plan shall describe the proposed overall program of development using the Alzheon Technology, as well as timelines for such activities. In the event of any conflict between the Development Plan and the terms of this Agreement, the terms of this Agreement shall govern.

4.3 Development Records and Audit. Each Party shall create and maintain, or shall cause to be created and maintained, complete and accurate written records, accounts, notes, reports, and data with respect to its activities under the Development Program, in sufficient detail to reflect all work done and results arising out of or in connection with the Development Program and appropriate for patent and regulatory purposes. Each Party shall maintain such documentation during the Term and for the longer of (a) [redacted] thereafter and (b) the retention period required by applicable law, if any. During such retention period, each Party shall employ reasonable measures and processes to safeguard all such documentation against loss, damage, and destruction arising from any cause. Upon reasonable advance notice and during regular business hours, each Party may inspect such development records of the other Party.

4.4 Subcontracting. Except as expressly provided in the Development Plan or as may be specifically permitted in writing by Alzheon, Institute shall not subcontract any of the work for which it is responsible in the performance of the Development Plan. In the case of any permitted subcontracting of Development Plan activities to a Third Party, Institute shall execute a written agreement with such Third Party that is consistent with this Agreement, including terms and conditions protecting and limiting use and disclosure of Confidential Information and Alzheon Materials at least to the same extent as under this Agreement, and shall provide that Institute owns all results and Intellectual Property generated by such subcontractor in connection with such subcontracted activities.

4.5 Materials Transfer. Alzheon shall transfer to Institute a reasonable quantity of those materials specified in the Development Plan to be provided by Alzheon. Institute shall use the Alzheon Materials solely for conducting the Development Program and for no other purpose, including without limitation any commercial purpose or research other than that described in the Development Plan. Institute shall not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of the Alzheon Materials. Institute shall not sell, transfer,

disclose or otherwise provide access to the Alzheon Materials or any material that could not have been made but for the foregoing to any person or entity without the written consent of the Alzheon, except that Institute may allow access to the Alzheon Materials to its employees, officers, approved subcontractors, and Affiliates who require such access in order to conduct the Development Program and solely for such purpose; provided that such employees, officers, approved subcontractors, and Affiliates are bound by agreement to retain and use the Alzheon Materials in a manner that is consistent with the terms of this Agreement. Upon completion of the Development Program, any remaining Alzheon Materials will be returned by Institute to Alzheon, or otherwise disposed of as instructed by Alzheon. Institute understands and agrees that the Alzheon Materials may have unpredictable and unknown biological and/or chemical properties. Institute will use the Alzheon Materials in compliance with all applicable laws, including without limitation any laws or regulations relating to the research, testing, production, storage, transportation, export, packaging, labeling or other authorized use of the Alzheon Materials.

4.6 Development Reports. Institute will keep Alzheon fully informed regarding the progress and results of Institute's activities under the Development Plan and those of its Affiliates, sublicensees, and approved subcontractors. Within [redacted] after the end of each Calendar Quarter, Institute shall provide Alzheon with a written report that summarizes, in reasonable detail, all such activities performed during such Calendar Quarter, and compares such performance with the goals and timelines set forth in the Development Plan. Institute shall also promptly provide Alzheon with any additional information reasonably requested by Alzheon regarding the Development Program.

4.7 Development Limitations. In the course of the Development Program, Institute shall not conduct or have conducted on its behalf, or enable any Third Party to conduct, [redacted]

4.8 Technology Transfer. Upon completion of the Development Plan, Institute shall promptly disclose and transfer to Alzheon, Screening Know-How and that portion of Institute Technology that is necessary or useful for practice or exploitation of the Screening IP and shall train the personnel of Alzheon with respect to performance and use of Licensed Products in the Field. For the avoidance of doubt, nothing of the foregoing shall be interpreted as an obligation of Institute to assign ownership of any Institute Patents under Institute Technology. At Alzheon's request and expense, and upon reasonable advance notice and consultation with the Institute, Institute shall provide reasonable technical assistance and ongoing support to Alzheon with respect to the exploitation of Material IP and Screening IP.

4.9 Licensed Product Development. As between the Parties, Alzheon shall be solely responsible, at its sole cost, for the development, manufacture, and commercialization of Licensed Product in the Field in the Territory, and Alzheon shall be responsible for preparing and filing all

regulatory filings and seeking all needed regulatory approvals with respect thereto including all communications and other dealings with the regulatory agencies relating to the Licensed Products in the Field in the Territory. As between the Parties, Alzheon shall be the legal and beneficial owner of all regulatory approvals for Licensed Products in the Field in the Territory. At Alzheon's request and expense, Institute shall cooperate with Alzheon in connection with regulatory submissions related to any Licensed Product in the Field in the Territory.

ARTICLE 5
PAYMENTS

5.1 Royalties.

(a) Royalty Rates. [redacted].

(b) Royalty Term. [redacted].

(c) Royalty-Stacking. [redacted]

5.2 [redacted]

[redacted]

ARTICLE 6
PAYMENT; REPORTS; AUDITS

6.1 Alzheon Quarterly Royalty Payments and Reports.

(a) Until the expiration of the applicable Royalty Term, Alzheon agrees to make written reports to Institute within [redacted] after the end of each Calendar Quarter covering all sales of the Licensed Product in the Field in the Territory by Alzheon for which invoices were sent during such Calendar Quarter, each such written report stating for the period in question:

(i) gross sales of Licensed Product by Alzheon and its Affiliates during the applicable Calendar Quarter, on a Licensed Product-by-Licensed Product and country-by-country basis;

(ii) an itemized calculation of Net Sales [redacted]; and

(iii) a calculation of the amount of royalty payment due on such Net Sales pursuant to Section 5.1(a).

(b) For so long as Alzheon receives any Sublicensee Revenue, Alzheon shall provide written reports to Institute within [redacted] after the end of each Calendar Quarter stating for the period in question the amount and description of any Sublicensee Revenue received by Alzheon or its Affiliates during the applicable Calendar Quarter, and a calculation of Institute's share of such Sublicensee Revenue pursuant to Section 5.2.

(c) In addition to the reporting obligations under Sections 6.1(a) and (b), before the [redacted] of each year throughout the Royalty Term, Alzheon shall make commercially reasonable efforts to provide to Institute an estimate of the total amount of royalties due to the Institute for Net Sales during the preceding Calendar Year for the purposes of estimating the deferred income for annual closing. Alzheon shall also make commercially reasonable efforts to provide to Institute an estimate of Institute's share of Sublicensing Income for the preceding Calendar Year once such information becomes available to Alzheon. Institute acknowledges that such estimates will be based on the limited information available to Alzheon and the actual amounts may vary significantly from such estimates. Alzheon shall not have any liability on account of such variance.

(d) The information contained in each report under Sections 6.1(a) and (b) and the estimates provided pursuant to Section 6.1(c) shall be considered Confidential Information of Alzheon. Concurrent with the delivery of each quarterly report, Alzheon shall make the payment due Institute under Section 5.1 or 5.2 (as appropriate) for the Calendar Quarter covered by such report.

6.2 Non-Creditable, Non-Refundable. All payments made by Alzheon pursuant to this Agreement shall be non-creditable and non-refundable.

6.3 Accounting. Alzheon agrees to keep full, clear and accurate records for a period of at least [redacted] after the relevant payment is owed pursuant to this Agreement (including after expiration or termination of this Agreement, as the case may be), setting forth its or its Affiliates' sales of Licensed Products in sufficient detail to enable royalties payable to Institute hereunder to be determined. In addition, Alzheon agrees to keep full, clear and accurate records for a period of at least [redacted] after the relevant payment is owed pursuant to this Agreement (including after expiration or termination of this Agreement, as the case may be), setting forth Institute's share of Sublicensing Income. Alzheon will make commercially reasonable effort to include in all of the aforementioned records, to the extent such information is available to Alzheon, all relevant invoice numbers, issue date, invoiced amount, number of Licensed Products sold, applicable VAT and other deductible items. Upon receipt of the records, the Institute shall issue a corresponding invoice. Alzheon further agrees to permit such records to be examined by an independent accounting firm selected by Institute to verify reports provided pursuant to Section 6.1. Such audit shall not be performed more frequently than once per Calendar Year nor more frequently than once with respect to records covering any specific period of time. Such examination is to be made at the expense of Institute, except in the event that the results of the audit reveal an underpayment of royalties to Institute under this Agreement of [redacted] or more over the period being audited, in which case Institute's reasonable out-of-pocket audit fees for such examination shall be paid by Alzheon.

6.4 Methods of Payments. All payments due to either Institute under this Agreement shall be paid in Dollars by wire transfer to a bank designated in writing by Institute.

6.5 Taxes. If applicable law of any country of the Territory requires withholding of taxes of any type, levies or other charges with respect to any amounts payable hereunder to Institute, Alzheon shall promptly pay such tax, levy or charge for and on behalf of Institute to the proper governmental authority, and shall promptly furnish Institute with receipt of such payment. Alzheon shall have the right to deduct any such tax, levy or charge actually paid from payment due to Institute or be promptly reimbursed by Institute if no further payments are due to Institute. Alzheon agrees to assist the Institute in claiming exemption from such deductions or withholdings under double taxation or similar agreement or treaty from time to time in force and in minimizing the amount required to be so withheld or deducted.

ARTICLE 7
INTELLECTUAL PROPERTY

7.1 Ownership. Alzheon shall own all right, title, and interest in and to the Material IP. Subject to Section 11.4, the Parties shall jointly own all right, title, and interest in and to the Screening IP, with each Party having an undivided one-half interest thereto, with the right to license, assign and exploit it without consent of or a duty of accounting to the other Party except as set forth in Section 6.3; provided, however, that Institute's rights to the Screening IP are subject to the exclusive rights granted to Alzheon pursuant to this Agreement.

7.2 Disclosure and Assignment. The Parties shall promptly disclose to each other in writing all Intellectual Property arising out of the Development Program. Institute hereby assigns, and shall ensure its Affiliates and subcontractors performing activities hereunder shall assign, to Alzheon (a) all rights, title, and interest in and to any and all Material IP and (b) an undivided one-half right, title and interest in and to any and all Screening IP.

7.3 Patent Filings.

(a) Alzheon shall have the sole right, but not obligation, to prepare, file, prosecute and maintain ("**Prosecute**"), at its cost and expense, any Material Patents without input from Institute. Alzheon shall provide Institute with any draft application for any Material Patent that includes any disclosure of any Institute Methods in the claims, description or examples of the application for review at least [redacted] prior to filing such application. Within [redacted] of confirmed receipt by Institute, Institute shall notify Alzheon in writing (via electronic means of communication) if Institute believes the draft application contains Confidential Information of the Institute, or a patentable invention owned solely by Institute, or is reasonably likely to have a material adverse impact on Institute´s Intellectual Property rights (individually or collectively, a "Disclosure Issue") and the nature of the Disclosure Issue. If the Disclosure Issue relates to a patentable invention owned solely by Institute, Institute will further inform Alzheon of Institute's intention to file a patent application covering such subject-matter. On receipt of such notice, Alzheon shall delay filing of such Material Patent application for an additional period of [redacted] (or such shorter or longer period mutually agreed by the Parties) to permit preparation and filing of a patent application on the disclosed subject matter or to mitigate any material adverse impact on Institute´s Intellectual Property rights, as applicable. Notwithstanding any of the foregoing, if any patent application for a Material Patent also claims any Institute Methods, then it shall be deemed to be a Screening Patent and handled in accordance with Sections 7.3(b) and 7.4(b)(ii).

(b) Alzheon shall have the first right, but not obligation, to Prosecute, at its cost and expense and in the name of both Parties as joint owners, any Screening Patents. Alzheon shall keep Institute reasonably informed of the status of each Screening Patent, and shall give reasonable consideration to any suggestions or recommendations of Institute concerning the Prosecution thereof. If Alzheon decides not to Prosecute a Screening Patent in a given country, Alzheon shall notify Institute of such intention at least [redacted] prior to any applicable regular deadline, and Institute shall thereupon have the right, but not the obligation, to assume Prosecution of such Screening Patent at its cost and expense.

7.4 Patent Enforcement.

(a) Notice. If either Party becomes aware of any infringement, threatened infringement, or alleged infringement of any Material Patent, Screening Patent or Institute Technology Patent (an "**Infringement**"), it will promptly notify the other Party thereof including available evidence of Infringement. The Parties will cooperate and use reasonable efforts to stop such alleged Infringement without litigation.

(b) Enforcement.

(i) Alzheon will have the sole right, but not obligation, at its cost and expense, to take appropriate steps to address any Infringement of any Material Patent, including without limitation the initiation of a suit, proceeding or other legal action by counsel of its own choice.

(ii) Alzheon will have the first right, but not obligation, at its cost and expense, to take appropriate steps to address any Infringement of any Screening Patent and Institute Technology Patent, including without limitation the initiation of a suit, proceeding or other legal action by counsel of its own choice. Institute will have the right to participate and be represented in any such suit by its own counsel at its own expense. If Alzheon fails to take appropriate initial steps to address such Infringement (e.g., by the sending of a "cease and desist letter") within [redacted] after the date a Party provided notice to the other Party of such Infringement, or if such initial steps do not result in the termination of such Infringement, Alzheon fails to initiate a suit, proceeding or other legal action within [redacted] after the date a Party provided notice to the other Party of such Infringement, then Institute will have the right, but not the obligation, at its cost and expense, to take appropriate steps to address such Infringement of such Screening Patent, including without limitation the initiation of a suit, proceeding or other legal action by counsel of its own choice.

(c) Cooperation. If one Party brings any suit, action or proceeding under this Section 7.4, the other Party agrees to be joined as party plaintiff if necessary to prosecute the suit, action or proceeding and to give the first Party reasonable authority to file and prosecute the suit, action or proceeding; provided, however, that neither Party will be required to transfer any right, title or interest in or to any property to the other Party or any other party to confer standing on a Party hereunder. The Party not pursuing the suit, action or proceeding hereunder will provide reasonable assistance to the other Party, including by providing access to relevant documents and other evidence and making its employees available, subject to the other Party's reimbursement of any out-of-pocket expenses incurred by such Party in providing such assistance. Neither Party will settle or otherwise compromise any such suit, action or proceeding in a way that adversely affects the other Party's Intellectual Property or its rights or interests with respect to the Licensed Products without such Party's prior written consent.

(d) Recovery. Except as otherwise agreed to by the Parties as part of a cost-sharing arrangement, any settlements, damages or other monetary awards (the "**Recovery**") recovered pursuant to a suit, proceeding, or action brought pursuant to Section 7.4 will be allocated first to the costs and expenses of the Party taking such action, and second, to the costs and expenses (if any) of the other Party (to the extent not otherwise reimbursed), and any remaining amounts will be [redacted]; provided, however, that i[redacted]. Such payment will be processed in accordance with [redacted] reporting and payment processing for the calendar quarter in which recovery occurs.

7.5 Trademarks. Alzheon shall be responsible for the selection, registration, maintenance, and defense of all trademarks for use in connection with the sale or marketing of

Licensed Products in the Field in the Territory (the "**Marks**"), as well as all expenses associated therewith. All uses of the Marks shall comply with all applicable laws (including, without limitation, those laws and regulations particularly applying to the proper use and designation of trademarks in the applicable countries). Alzheon shall not, without Institute's prior written consent, use any trademarks or house marks of Institute (including the Institute's name), or marks confusingly similar thereto, in connection with Alzheon's commercialization of Licensed Products under this Agreement. Alzheon shall own all Marks.

ARTICLE 8
REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that as of the Effective Date:

(a) Such Party is a corporation or entity duly organized and validly existing under the laws of the state or other jurisdiction of its incorporation or formation;

(b) The execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate action;

(c) Such Party has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and such performance does not conflict with or constitute a breach of any agreement of such Party with a Third Party;

(d) Such Party has the right to grant the rights and licenses described in this Agreement;

(e) The personnel assigned by such Party to perform the Development Program will be obligated to assign, and will assign, to such Party all right, title and interest in and to all Screening Know-How and all Screening Patents;

(f) In relation to its personnel, such Party will perform all necessary and required acts to secure all right, title and interest in and to all Screening Know-How and Screening Patents;

(g) Such Party shall be responsible for all remuneration owed to any of its personnel who are inventors of any Screening Know-How or Screening Patents;

(h) This Agreement is enforceable against such Party in accordance with its terms and conditions.

8.2 Additional Institute Representations and Warranties. In addition to the representations and warranties made in Section 8.1, Institute further represents and warrants to Alzheon that:

(a) The personnel assigned by Institute to perform the Developmental Program will have requisite skill and expertise required to carry out the tasks to which they are assigned; and

(b) Institute's entry into and performance of its obligations under this Agreement do not and will not violate any rules, regulations, legislation, or statutory requirements relating to the activities of public institutions, public contracting entities, or the receipt of state funds.

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL LICENSES, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION GRANTED OR PROVIDED BY ONE PARTY TO ANOTHER PURSUANT TO THIS AGREEMENT ("DELIVERABLES") ARE "AS IS". EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES, IN ALL CASES WITH RESPECT THERETO.

8.4 Limitation of Liability. EXCEPT WITH RESPECT TO BREACH OF CONFIDENTIALITY UNDER ARTICLE 9, INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 10, OR BREACH OF EXCLUSIVITY UNDER SECTION 3.5, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EACH PARTY'S PERFORMANCE OR LACK OF PERFORMANCE HEREUNDER, OR ANY LICENSE GRANTED HEREUNDER.

ARTICLE 9
CONFIDENTIALITY

9.1 Confidentiality. The confidentiality, non-use and non-disclosure obligations of the Confidentiality Agreement shall apply to all Confidential Information, which shall be deemed to be Proprietary Information under the Confidentiality Agreement. Notwithstanding anything to the contrary in the Confidentiality Agreement, (a) the Material Know-How shall be the Proprietary Information of Alzheon, and Institute shall be the Recipient with respect thereto, (b) the Institute Technology shall be the Confidential Information of the Institute, and Alzheon shall be the Recipient with respect thereto, (c) the Screening Know-How shall be the Confidential Information of both Parties, and each Party shall be the Recipient with respect thereto, (d) the terms and conditions of this Agreement shall be the Confidential Information of both Parties (to the extent not published in the Register of Contracts pursuant to Section 9.2(d), and each Party shall be the Recipient with respect thereto, (e) the Recipient may disclose Confidential Information of the Disclosing Party to (i) the Recipient's Affiliates who are bound by written obligations of confidentiality substantially similar to those of the Confidentiality Agreement and (ii) actual or prospective investors, lenders or acquirors, merger partners, licensees, sublicensees, subcontractors, or other collaborators who are subject to reasonable confidentiality obligations. If the Confidentiality Agreement expires or is terminated by the Parties in accordance with the terms therein during the Term, then the confidentiality, non-use, and non-disclosure obligations therein shall continue to apply to Confidential Information during the Term and for a period of [redacted].

9.2 Public Filing or Publication.

(a) In the event a Party reasonably determines in good faith that this Agreement must be filed with any government body, including the U.S. securities exchange or a Czech state registry (subject to specific procedure set forth under Section 9.1.(d), such Party shall promptly notify the other Party in writing and provide the other Party with a reasonable opportunity to review and comment upon the proposed redactions to this Agreement prior to any such filing.

(b) Alzheon acknowledges that one of Institute´s primary rights and purposes of its academic mission is to publish scientific information arising from research conducted by or on behalf of the Institute. During the Term of this Agreement, including during the Development Term, either Party shall have the right to publish information arising from the Development Program, subject to the procedures set forth in Section 9.2(b) and (c). Prior to public disclosure or submission for publication of a proposed publication describing results of the Development Program, the Party disclosing or submitting such proposed publication ("**Submitting Party**") shall send the other Party ("**Responding Party**") an electronic copy of the proposed publication to be submitted and shall allow the Responding Party at least [redacted] from the date of confirmed receipt in which to determine whether the proposed publication contains subject matter for which patent protection should be sought for the purpose of protecting an invention, or whether the proposed publication contains the Confidential Information of the Responding Party, or in the case where Alzheon is the Responding Party, whether the proposed publication contains information that is reasonably likely to have a material adverse impact on Alzheon´s competitive advantage in the development or commercialization of any Licensed Product. For the purposes of reviewing publications pursuant to Section 9.3(b) and (c), the Joint Steering Committee shall discuss the publications without undue delay via means of distant communication (e-mail, teleconference, videoconference). Following the expiration of applicable time period for review, the Submitting Party shall be free to submit such proposed publication for publication and publish or otherwise disclose to the public such results, subject to the procedures set forth in Section 9.2(c).

(c) If the Responding Party believes that the subject matter of the proposed publication contains its Confidential Information or a patentable invention or is reasonably likely to have a material adverse impact on Alzheon´s competitive advantage in the development or commercialization of any Licensed Product, then prior to the expiration of the applicable time period for review, the Responding Party shall notify the Submitting Party in writing (via electronic means of communication) of its determination that such proposed publication contains such information or subject matter for which patent protection should be sought. On receipt of such notice from the Responding Party, the Submitting Party shall delay public disclosure of such information or submission of the proposed publication for an additional period of [redacted] (or such shorter or longer period mutually agreed by the Parties) to permit preparation and filing of a patent application on the disclosed subject matter or to mitigate any material adverse impact on Alzheon´s competitive advantage in the development or commercialization of any Licensed Product, as applicable. The Parties agree that whenever any delays or modifications of publications are required, it shall be done in a way that interferes as little as reasonably possible with the other Party's right to publish information. The Submitting Party shall thereafter be free to publish or disclose such information.

(d) Register of Contracts. The Parties acknowledge that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts) and shall become legally binding upon the Institute only upon such publication in the Register of Contracts. The parties have agreed that prior to disclosure of this Agreement, any and all provisions of this Agreement and appendices hereto designated by the parties as business secrets prior to the signing of this Agreement shall be removed (blackened); pursuant thereto, the parties hereby designate the following provisions of this Agreement and appendices as business secret. The Institute undertakes to remove (blacken) such provisions prior to disclosure: Sections 5.1(a) and 5.2, and the content of all Exhibits and Attachments attached hereto. The obligatory disclosure of this Agreement pursuant to the Act on the Register of Contracts shall be made by the Institute.

(e) Alzheon acknowledges that the Institute is subject to the Act No. 106/1999 Coll., On Free Access to Information (Information Act). With regards to the fact that a substantial part of the text of this Agreement contains business secret within the meaning of Section 9 Paragraph 1 of the Information Act, the Parties acknowledge and agree that, in the event of any request made under the Information Act, the Institute may provide information only within the scope of the text actually published in the Register of Contracts pursuant to Section 9.2(d)).

9.3 Publicity. Any publication, news release or other public announcement relating to this Agreement or to the performance hereunder, shall first be reviewed and approved by both Parties; provided, however, that any disclosure which is required by applicable law as advised by the disclosing Party's counsel may be made without the prior consent of the other Party, although the other Party shall be given prompt notice of any such legally required disclosure and to the extent practicable shall provide the other Party an opportunity to comment on the proposed disclosure.

ARTICLE 10
INDEMNIFICATION

10.1 Indemnification by Institute. Institute agrees to indemnify, hold harmless and defend Alzheon, its Affiliates, and their directors, officers, employees and agents (the "**Alzheon Indemnitees**") from and against any and all liabilities, expenses and/or losses (including without limitation attorneys' fees, court costs, witness fees, damages, judgments, fines and amounts paid in settlement) ("**Losses**") to which any Alzheon Indemnitee may become subject as a result of any Third Party suits, claims, actions, demands ("**Claims**") to the extent that such Losses arise out of (a) Institute's breach of this Agreement, (b) Institute´s or its Affiliate's negligence or willful misconduct, except in each case of (a)-(b) to the extent such Losses arise out of any activities for which Alzheon is obligated to indemnify the Institute Indemnitee under Section 10.2. This obligation shall survive termination of this Agreement.

10.2 Indemnification by Alzheon. Alzheon shall indemnify, hold harmless and defend Institute, its Affiliates, and their directors, officers, employees and agents (the "**Institute Indemnitees**") from and against any and all Losses to which any Institute Indemnitee may become subject as a result of any Claims to the extent that such Losses or Claims arise out of (a) Alzheon's breach of this Agreement, (b) the negligence or willful misconduct of Alzheon or its Affiliates, (c)

infringement of a Third Party's intellectual property rights caused by Institute's use, in accordance with the terms of this Agreement, of Alzheon Materials; or (d) the possession, use, practice or exploitation of the Screening IP by or on behalf of Alzheon or its Affiliates, agents, licensees or sublicensees, including but not limited to, any claims of product liability personal injury, death, damage to property or violation of any law or regulation, except in each case of (a)-(d) to the extent such Losses arise out of: (x) any activities for which Institute is obligated to indemnify the Alzheon Indemnitees under Section 10.1; and/or (y) the possession, use, practice or exploitation of the Screening IP by or on behalf of the Institute or its Affiliates, agents, licensees or sublicensees, including but not limited to, any claims of product liability, personal injury, death, damage to property or violation of any law or regulation. This obligation shall survive termination of this Agreement.

10.3 Procedure. In the event of a claim by a Third Party against a Party entitled to indemnification under this Agreement ("**Indemnified Party**"), the Indemnified Party shall promptly notify the other Party ("**Indemnifying Party**") in writing of the claim and the Indemnifying Party shall undertake and solely manage and control, at its sole expense, the defense of the claim and its settlement. The Indemnified Party shall cooperate with the Indemnifying Party, including, as requested by the Indemnifying Party entering into a joint defense agreement. The Indemnified Party may, at its option and expense, be represented in any such action or proceeding by counsel of its choice. The Indemnifying Party shall not be liable for any litigation costs or expenses incurred by the Indemnified Party without the Indemnifying Party's written consent. The Indemnifying Party shall not settle any such claim unless such settlement fully and unconditionally releases the Indemnified Party from all liability relating thereto, unless the Indemnified Party otherwise agrees in writing.

ARTICLE 11
TERM AND TERMINATION

11.1 Term. The term of this Agreement shall begin on the Effective Date and, unless earlier terminated in accordance with the terms of this Article 11, will expire on the date on which Alzheon does not and will not have any additional payment obligations to Institute under this Agreement (the "**Term**"). Upon expiration of this Agreement, the licenses set forth in Section 3.2 shall become fully paid, perpetual and irrevocable.

11.2 Termination for Breach. Subject to the terms and conditions of this Section 11.2, a Party (the "**Non-Breaching Party**") shall have the right, in addition to any other rights and remedies, to terminate this Agreement upon written notice in the event the other Party (the "**Breaching Party**") materially breaches this Agreement and does not cure such breach with [redacted] after the Non-Breaching Party's written notice thereof; provided, however that if any breach is not reasonably curable within such [redacted] period and if the Breaching Party is using commercially reasonable efforts cure such breach, then such cure period shall be extended for an additional [redacted] in order to permit the Breaching Party to cure such breach. If the Breaching Party disputes in good faith the existence or materiality of a breach specified in a written notice from the Non-Breaching Party or any allegation that the Breaching Party failed to cure or remedy such breach, then the Non-Breaching Party shall not have the right to terminate this Agreement under this Section 11.2 unless and until a competent court, in accordance with Section 12.2, has determined that the Breaching Party has materially breached or failed to such a

material breach of this Agreement and, following such determination, the Breaching Party fails to cure such breach within the applicable cure period set forth above (but commencing upon such determination), at which time the Non-Breaching Party may terminate this Agreement by giving the Breaching Party written notice of termination, which termination shall be effective immediately upon the Breaching Party's receipt of such notice of termination. For clarity, during the pendency of such dispute, the applicable cure period will be tolled, all the terms of this Agreement will remain in effect, and the Parties will continue to perform all of their respective obligations hereunder.

11.3 Termination by Alzheon. Alzheon shall have the right to terminate this Agreement at any time on [redacted]' prior written notice to Institute. In the event of such termination by Alzheon during the Development Term, Alzheon shall compensate a proportionate part of IOCB´s costs incurred directly in connection with and for the purposes of performing the Development Project (i.e. purchase or lease of equipment).

11.4 Effects of Termination. Upon termination of this Agreement for any reason,

(a) Each Party shall, at the other Party's sole option, promptly return to the other Party or destroy all relevant records and materials in its possession or control containing or comprising the other Party's Confidential Information and to which the Party does not retain rights hereunder, provided that such Party may retain one copy of the other Party's Confidential Information for archival purposes and to determine its ongoing obligations under this Agreement;

(b) All licenses granted hereunder shall terminate;

(c) The terms of joint ownership of Screening IP (Sections 7.1, 7.3(b), 7.4) shall survive termination subject to letters (d) and (e) of this Section 11.4, unless the Parties agree on an assignment of the undivided one-half right, title and interest of one Party in and to any and all Screening IP to the other Party;

(d) Each Party shall have the right to use any Screening IP it owns (whether solely or jointly with the other Party) for research purposes, whether carried out solely or jointly with one or more Affiliates or Third Parties;

(e) Neither Party shall have the right to use, develop, commercialize, license or sublicense any products or services using, comprising, Covered by or based on any Screening IP owned jointly with the other Party, unless (i) the Parties agree in writing on a mechanism allowing the other Party a fair share of revenues generated from such use or (ii) if the Parties fail to reach such an agreement within [redacted] after a request by one Party, such a mechanism shall be determined by an independent certified valuation analyst mutually acceptable to both Parties; and

(f) All of Alzheon's sublicenses under the license in Section 3.2 will terminate as of the effective date of termination of this Agreement, provided, however, that if at such time any sublicensee is not in breach of its respective sublicense with Alzheon, then, at the written request of such sublicensee and subject to a written consent of Institute, which shall not be denied, delayed or conditioned unless such sublicensee has been convicted of fraud in connection with the provision of medical products or services, such sublicense shall survive termination of this Agreement as a direct license from Institute under its interest in the Screening IP.

11.5 Survival; Accrued Rights. The rights and obligations of the Parties under Sections 6.3, 7.1, 7.3, 7.4, 8.1, 8.4, 9, 10, 11.4, 12, 13.4 and 13.6 shall survive expiration or any termination of this Agreement. In any event, expiration or termination of this Agreement shall not relieve the Parties of any liability which accrued hereunder prior to the effective date of such expiration or termination nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement, nor prejudice either Party's right to obtain performance of any obligation.

ARTICLE 12
DISPUTE RESOLUTIONS; GOVERNING LAW

12.1 Disputes. Unless otherwise set forth in this Agreement, in the event of a dispute arising out of or in connection with this Agreement (each a "**Dispute**") and the Parties are unable to resolve such Dispute within [redacted] after such Dispute is first identified by either Party in writing to the other, the Parties shall refer such Dispute to the Executive Officers for attempted resolution. If the dispute is not resolved within such [redacted] after such referral, either Party may commence court proceedings with respect to the subject matter of the Dispute and with respect to any other claims it may have pursuant to Section 12.2, and thereafter neither Party shall have any further obligation under this Section 12.1. For clarity, any Dispute concerning the propriety of the commencement of the court proceedings or the applicability of the Agreement to resolve shall be finally settled by the court determined in Section 12.2. Notwithstanding the foregoing, and without waiting for the expiration of any such [redacted] periods, each Party shall each have the right to apply to any court of competent jurisdiction for appropriate interim or provisional relief, as necessary to protect the rights or property of that Party.

12.2 Dispute Resolution. Subject to Section 12.1, all Disputes, including existence, validity, interpretation, performance, breach or termination thereof, shall be submitted to and finally resolved by the courts of London, England.

(a) Confidentiality of Dispute Resolution. The existence and content of the court proceedings and any rulings or awards shall be kept confidential by the Parties and members of the court except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority, (ii) with the consent of all Parties, (iii) where needed for the preparation or presentation of a claim or defense in this proceedings, (iv) where such information is already in the public domain other than as a result of a breach of this clause, or (v) by order of the court upon application of a Party.

12.3 Governing Law. This Agreement, and all questions regarding the validity, interpretation, breach or performance of this Agreement, and the respective rights of the Parties hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the England and Wales, without reference to its conflicts of law principles.

ARTICLE 13
MISCELLANEOUS

13.1 Assignment. Alzheon may assign this Agreement without the prior written consent of Institute (a) to any Affiliate of Alzheon, provided that Alzheon provides Institute with written notice of such assignment and remains fully liable for the performance of its obligations hereunder by such Affiliate, or (b) in connection with the sale or transfer of all or substantially all of the assets to which this Agreement relates. Any other assignment of this Agreement by a Party requires the prior written consent of the other Party, not to be unreasonably withheld, conditioned, or delayed. Any assignment in violation of this Section 13.1 shall be null and void. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the Parties hereto.

13.2 Force Majeure. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including acts of God, fire, flood, explosion, earthquake, pandemic, disease, or other natural forces, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the affected Party has not caused such event(s) to occur. The affected Party shall give notice to the other Party of failure or delay in performance due to force majeure within [redacted] after its occurrence.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and, effective on the Effective Date, supersedes all previous agreements between the Parties with respect to the subject matter herein, whether written or oral, except for the Confidentiality Agreement. This Agreement shall not be changed or modified orally, but only by an instrument in writing signed by both Parties.

13.4 Severability. If any provision of this Agreement is declared invalid by a court of last resort or by any court or other governmental body from the decision of which an appeal is not taken within the time provided by law, then and in such event, this Agreement will be deemed to have been terminated only as to the portion thereof that relates to the provision invalidated by that decision and only in the relevant jurisdiction, but this Agreement, in all other respects and all other jurisdictions, will remain in force; provided, however, that if the provision so invalidated is essential to the Agreement as a whole, then the Parties shall negotiate in good faith to amend the terms hereof as nearly as practical to carry out the original intent of the Parties, and, failing such amendment, either Party may submit the matter for resolution pursuant to Section 12.

13.5 Notices. Any notice or other communication required under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be deemed given only if (a) delivered by hand, (b) sent by internationally recognized overnight delivery service, or (c) or sent by email and confirmed by registered or certified mail, addressed to the Parties at their respective addresses specified below or to such other address as a Party may specify in accordance with this Section 13.5. Such notice shall be deemed to have been given as of the date delivered, if delivered

by hand or by email, or on the second Business Day (at the place of delivery) after deposit with an internationally recognized overnight delivery service.

If to Institute:

Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (Ústav organické chemie a biochemie AV ČR, v. v. i.)
[redacted]
Flemingovo nám. 542/2
160 00 Praha 6
Czech Republic

If to Alzheon:

Alzheon, Inc.
[redacted]
111 Speen Street, Suite 306
Framingham, MA 01701 USA

13.6 Further Assurances. The Parties agree to reasonably cooperate with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things (including working collaboratively to correct any clerical, typographical, or other similar errors in this Agreement), all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

13.7 Independence. Neither Party is, nor will be deemed to be an employee, agent or representative of the other Party for any purpose. Each Party is an independent contractor, not an employee or partner of the other Party. Neither Party shall have the authority to speak for, represent or obligate the other Party in any way without prior written authority from the other Party.

13.8 No Waiver. Any omission or delay by either Party at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof, by the other Party, shall not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement. Any waiver by a Party of a particular breach or default by the other Party shall not operate or be construed as a waiver of any subsequent breach or default by the other Party.

13.9 No Strict Construction. This Agreement has been prepared jointly by the Parties and shall not be strictly construed against either Party.

13.10 Interpretation. The headings of clauses contained in this Agreement preceding the text of the sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction. All references in this Agreement to the singular shall include the plural where applicable. Unless otherwise specified, references in this Agreement to any Article shall include all Sections, subsections and paragraphs in such Article, references to any Section shall include all subsections and paragraphs in such Section, and references in this Agreement to any subsection shall include all paragraphs in such subsection. The word "including" and similar

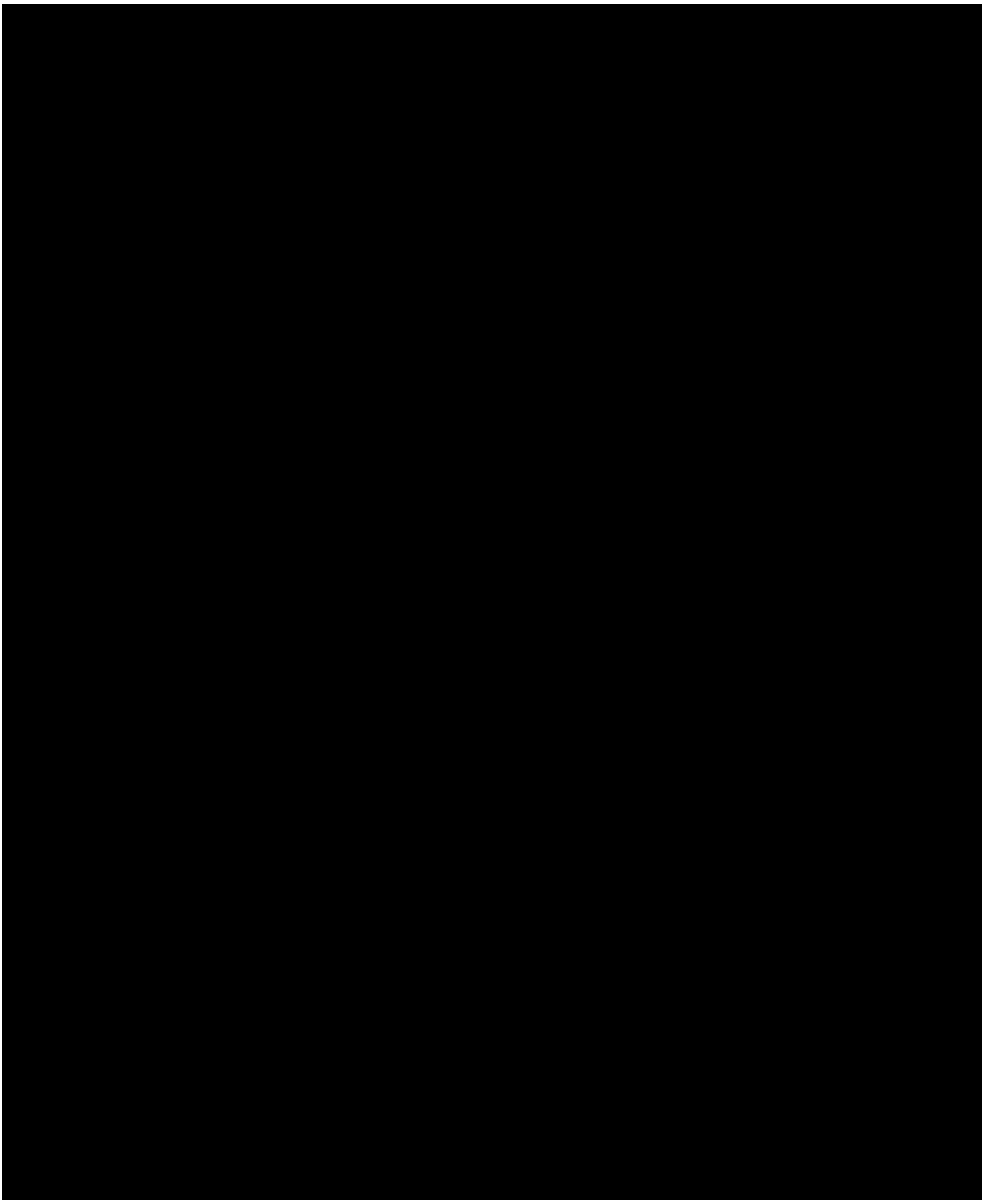
words means including without limitation. The word "or" means "and/or" unless the context dictates otherwise because the subject of the conjunction are mutually exclusive. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision. All references to days in this Agreement mean calendar days, unless otherwise specified. Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either Party, irrespective of which Party may be deemed to have caused the ambiguity or uncertainty to exist. This Agreement has been prepared in the English language and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the Parties regarding this Agreement shall be in the English language.

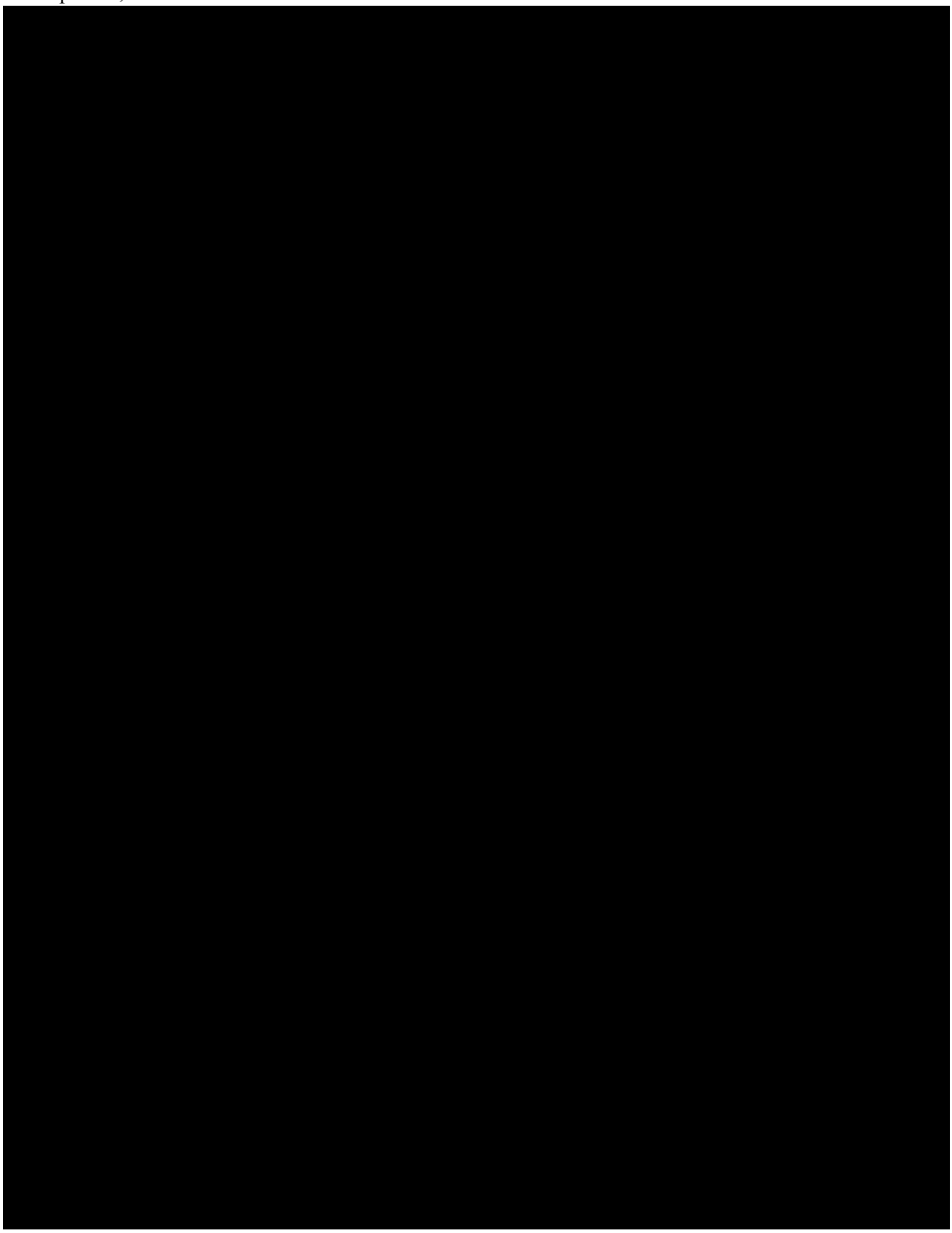
13.11 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be regarded as one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Collaboration and License Agreement through their duly authorized representatives to be effective as of the Effective Date.

Institute of Organic Chemistry and Biochemistry	Alzheon, Inc.
By:_____	By:_____
Name: RNDr. PhDr. Zdeněk Hostomský, CSc. Title: Director	Name: [redacted] Title: Founder, President & CEO

EXHIBIT A
DEVELOPMENT PLAN





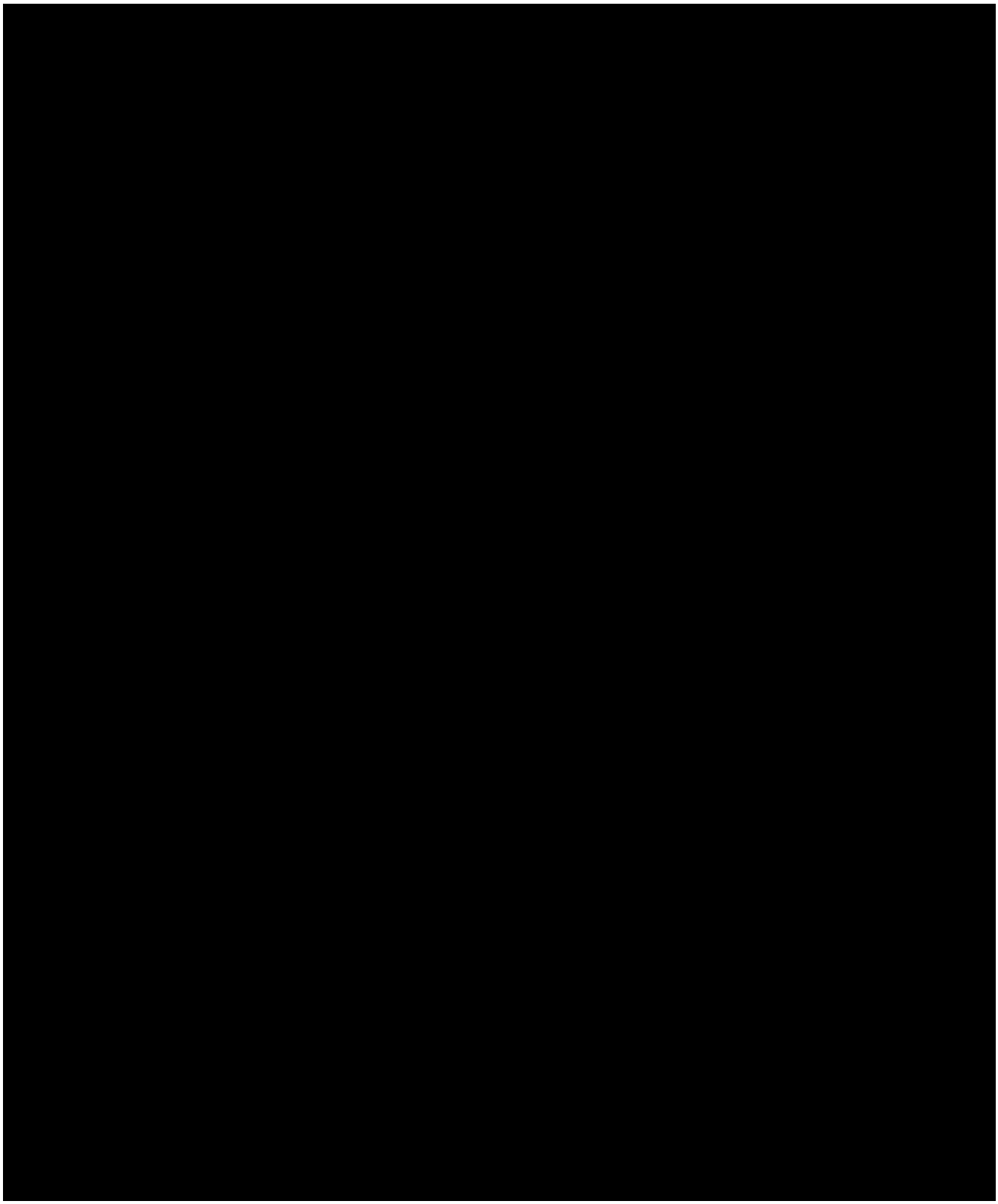
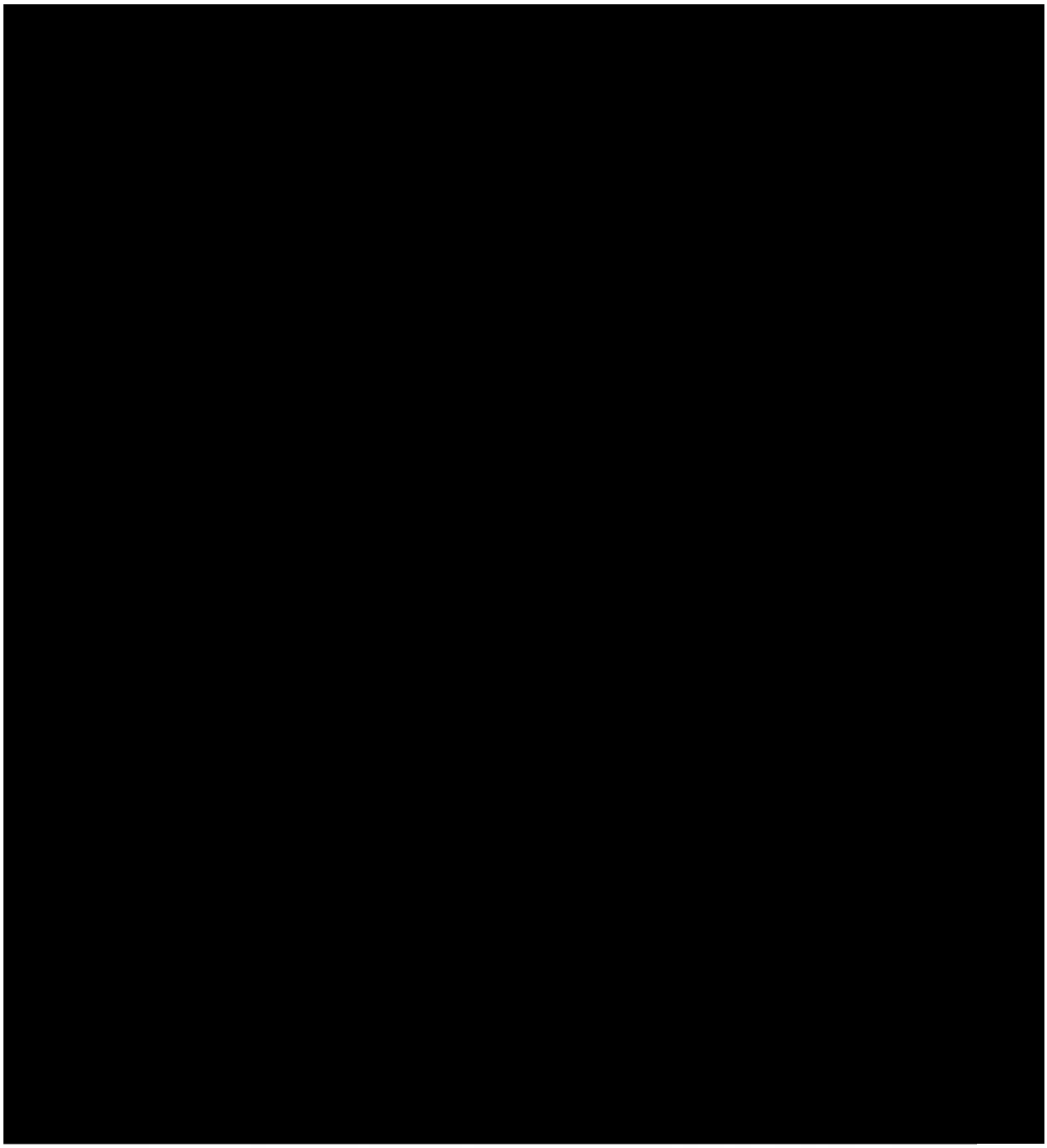
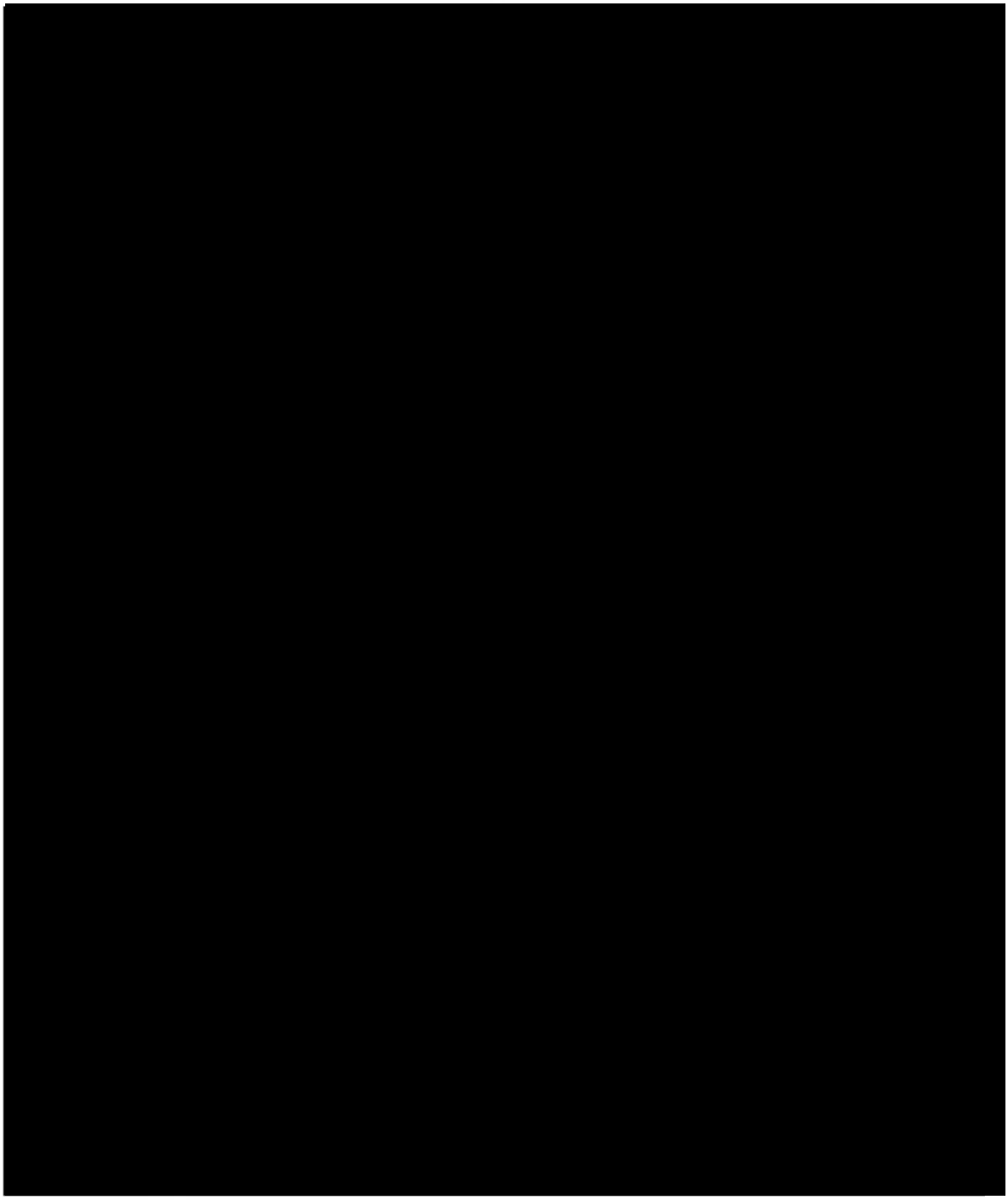
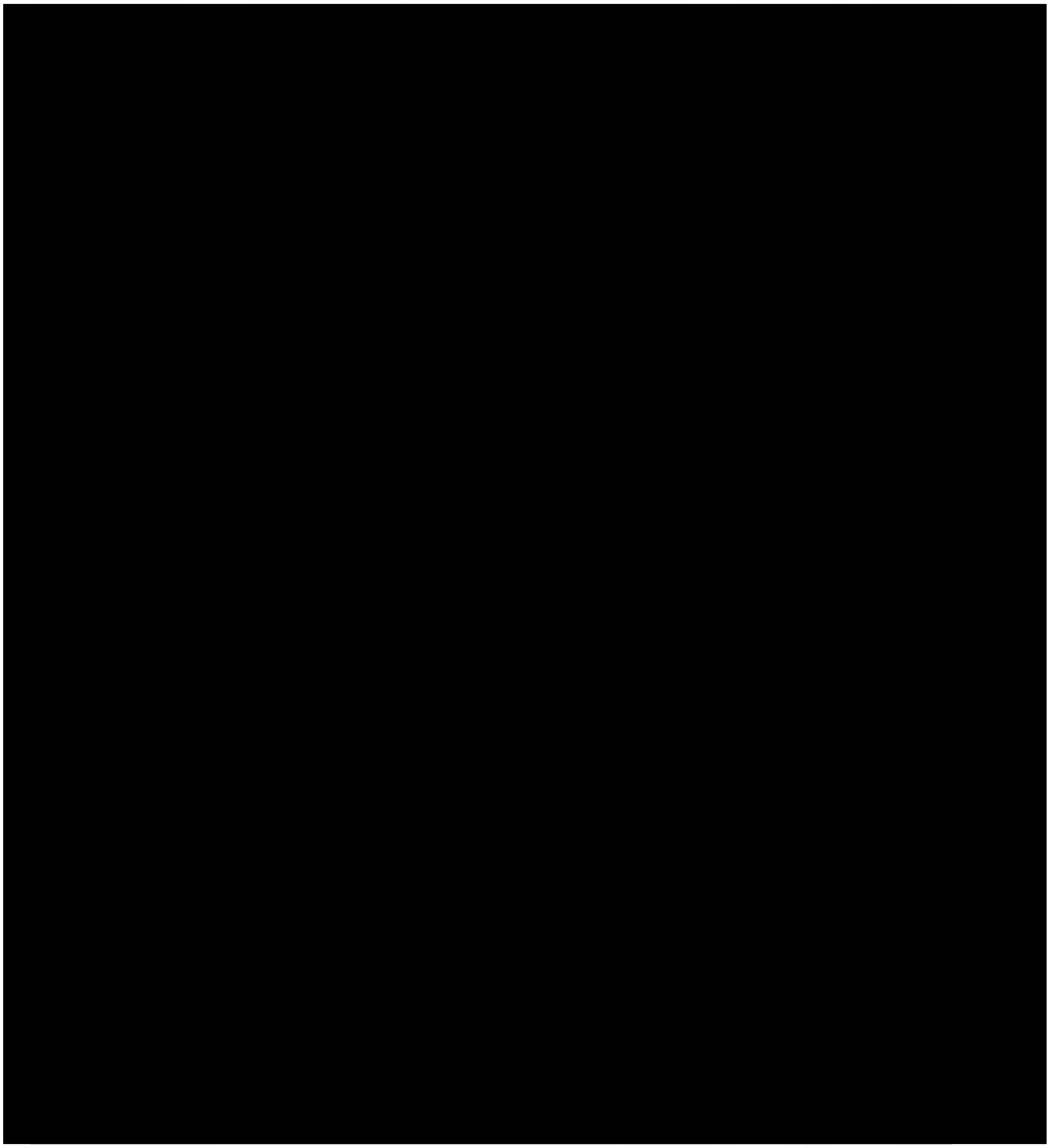


EXHIBIT B

CONFIDENTIALITY AGREEMENT







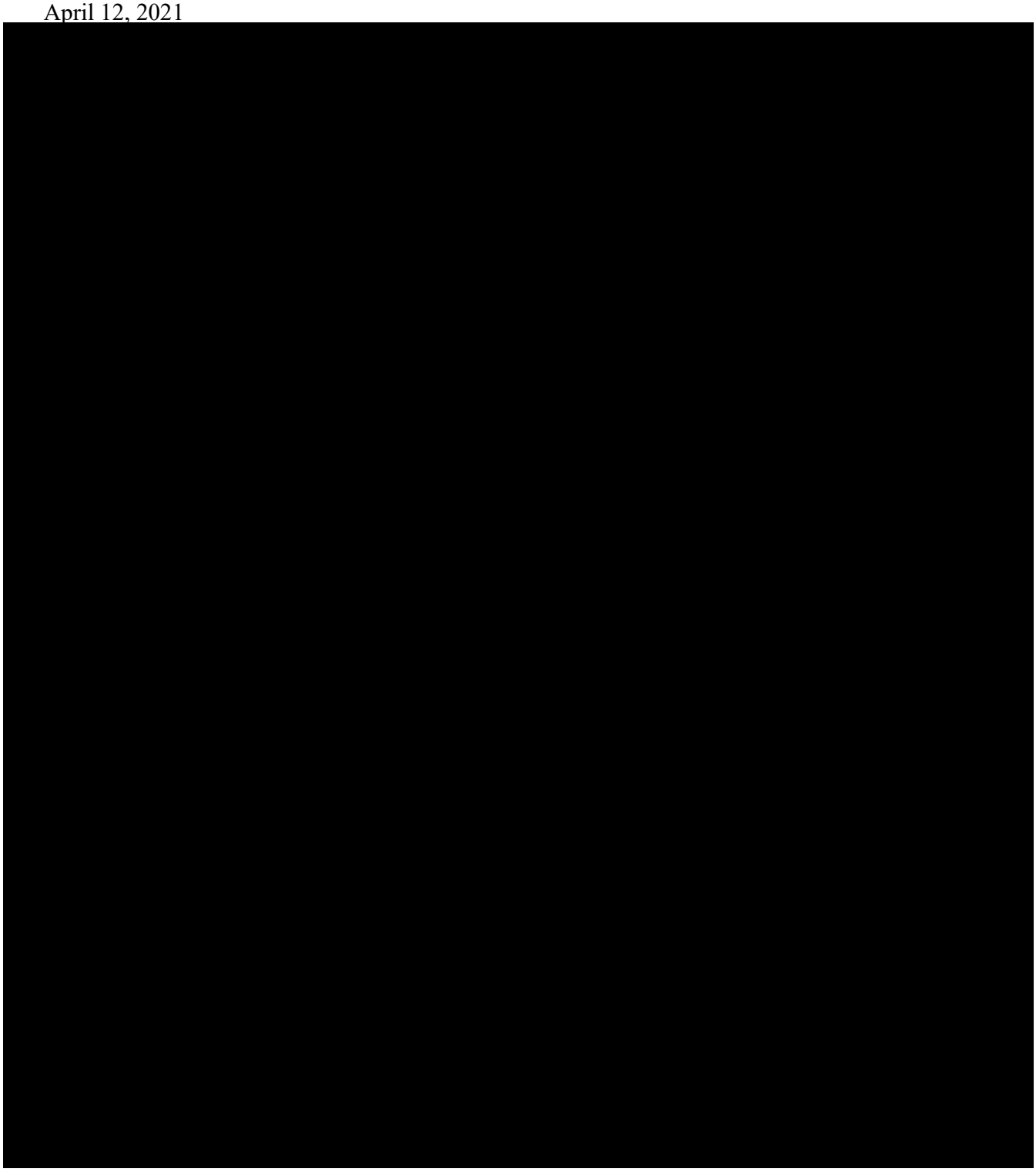


EXHIBIT C

EXHIBIT D