

## RESEARCH AND PATENT COLLABORATION AND OPTION AGREEMENT

This Agreement (the “**License Agreement**”) is made by and between the **Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences** (Ústav organické chemie a biochemie AV ČR, v.v.i.), having seat at Flemingovo nám. 2, Praha 6, Czech Republic (the „**IOCB**”), and **SHINE Medical Technologies, LLC** having seat at Delaware, USA, and a place of business located at 3400 Innovation Court, Janesville, Wisconsin, 53546 USA, („**SHINE**”) and is effective on the date of publication in the Register of Contracts pursuant to Section 14 of the Act on the Register of Contracts (the “**Effective Date**”).

### RECITALS

WHEREAS, IOCB has developed a [REDACTED] technology which has properties for use in the field of [REDACTED];

WHEREAS, SHINE has developed a manufacturing process [REDACTED]  
[REDACTED]  
[REDACTED]; and

WHEREAS, SHINE and IOCB have enjoyed a long-standing and productive collaborative relationship, under which IOCB granted to SHINE a license on IOCB's intellectual property, SHINE has provided IOCB with assistance on intellectual property matters, and SHINE has been developing and intends to commercialize products in the field of [REDACTED], for the interest of public health and the mutual benefit of the parties; and

WHEREAS, SHINE is interested in the ongoing research and development at IOCB related to the field of [REDACTED]  
[REDACTED]; and

NOW, THEREFORE, in consideration of mutual covenants and obligations, SHINE and IOCB have agreed as follows:

### AGREEMENT

**1. DEFINITIONS.** The following terms will have the meaning set forth below.

**1.1 “Affiliate”** shall mean in relation to a Party a person or entity that directly or indirectly through one or more intermediates, controls, is controlled by, or is under common control with such Party. For the purpose of this definition, “*control*” shall mean a direct or indirect ownership of:

- a) at least fifty percent (50%) of equity or voting interest of the entity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction); or
- b) at least fifty percent (50%) of the capital stock or share capital entitled to vote for the election of directors of the entity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction); or

c) the ability to otherwise direct the management and operations of the entity;

**1.2 “Agreement”** shall mean this Research Collaboration and Option Agreement, including any and all of its existing or future Appendices, Attachments or Amendments;

**1.3 “Commercialization”** shall mean activities directed to development, registration, manufacture, production, testing, offering, marketing, promoting, distributing, importing, exporting or selling of Products. **“Commercialize”** shall have the correlative meaning.

**1.4 “Cover”** means, with respect to a Patent and a Product, that the Commercialization of such Product by an unlicensed Third Party would infringe a Valid Claim in such Licensed 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.

**1.5 “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.

**1.6 “Confidential Information”** shall mean any and all non-public information disclosed by one Party to the other Party pursuant to this Agreement and any and all technical or other information, ideas, patentable and non-patentable Know-How, know-how, unpublished patent applications, unpublished structures of compounds, mixtures and biological effects of these substances or mixtures, drawings, plans, patterns, processes, specifications, formulae, methods, models, assays, research plans, procedures, protocols, designs for experiments and tests and results of experimentation and testing (including results of research or development) processes (including manufacturing processes, specifications and techniques), laboratory records, chemical, pharmacological, toxicological, clinical, analytical and quality control data, trial data, case report forms, data analyses, reports or summaries and information contained in submissions to and information from ethical committees and regulatory authorities, trade secrets, information on prices, business partners financial and marketing plans relating to Know-How or other intellectual property rights, trade, research and development activities of either Party, and which are not in the public domain. For the avoidance of doubt, all non-public information pertaining to the IOCB Background IP, SHINE Background IP, Subject IP, Disclaimed Subject IP, and Joint Subject IP, shall be deemed Confidential Information regardless of the form and context of disclosure.

**1.7 “Effective Date”** shall mean the date of execution of this Agreement by the last Party;

**1.8 “First Commercial Sale”** means the first transfer by SHINE or any of its Affiliates or sublicensees for value of a Product for use or consumption by the general public in a country in the Territory;

**1.9 “Intellectual Property” or “IP”** shall mean any and all rights in any existing or future intellectual property or industrial property, including any Patents, Know-How, 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 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;

**1.10 “IOCB Background IP”** shall mean any and all Intellectual Property related to the Technology and existing on the Effective Date of this Agreement, including IOCB owned portion of Development IP generated under the License Agreement;

**1.11 “Know-How”** shall mean any and all of the following that are not in the public domain (other than as a result of a breach of this Agreement or other obligation of confidentiality): inventions (whether or not patentable), discoveries, improvements, modifications, trade secrets, technical data, information, material formulas, procedures and results, with the exclusion of Patents;

**1.12 “License Agreement”** shall mean the License Agreement dated 29 April 2019 concluded by and between SHINE and IOCB;

**1.13 “Net Sales”**

[REDACTED]

**1.14 “Patents”** shall mean any and all (a) pending and provisional 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.

**1.15 “Product”** shall mean any process, method, material, compositions, drug, or other product or service that (a) comprises, constitutes, or embodies any portion of the IOCB Background IP or Subject IP, or (b) requires use or practice of any portion of the IOCB Background IP or Subject IP;

**1.16 “Project” or “Projects”** shall mean IOCB’s research projects of the laboratory group led by [REDACTED] identified in Appendix A;

**1.17**

[REDACTED];

**1.18**

[REDACTED];

**1.19**

[REDACTED];

**1.20**

[REDACTED];

1.21

1.22 “Technology” shall mean the IOCB’s proprietary novel technology for

1.23 “Term” shall have the meaning assigned to it in Section 9.1;

1.24 “Territory” shall mean worldwide;

1.25 “Valid Claim” means any claim in an issued Patent that has not expired, been canceled, revoked, abandoned, been declared invalid, or been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise.

1.26 In addition to the definitions set forth in this Article 1, other terms used as definitions in this Agreement shall have the meaning assigned to them in the respective clause of this Agreement where such terms are defined.

## 2. RESEARCH AND PATENT COLLABORATION

2.1 The Parties agree to collaborate in relation to IOCB’s Projects under the terms of this Agreement.

2.2 Throughout the Term of this Agreement, IOCB shall be the scientific lead of the Projects responsible for carrying out the research at its sole discretion. Nothing in this Agreement shall be interpreted as a limitation of IOCB’s research freedom and right to control the content and scope of the research performed under the Projects.

2.3 Throughout the Term of this Agreement, SHINE agrees to assist IOCB with the following activities in connection with IOCB’s Projects:

- (a) consult with IOCB the progress of the Projects, interim results and any arising Subject IP;
- (b) conduct any SHINE studies pursuant to Article 5, when applicable;
- (c) consult with IOCB patent strategies relating to the Subject Know-How, and the filing, prosecution and maintenance of any Subject Patents.

### 2.4 Ownership of Subject IP.

(a) \_\_\_\_\_ and

(b) \_\_\_\_\_

i. \_\_\_\_\_, and



[illegible]

iv. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

2.5 [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]):

(a) [REDACTED]  
[REDACTED] or [REDACTED]

(b) [REDACTED]

## 5

deemed confidential.

**3.2** Each Party agrees to keep the JSC reasonably informed of its progress and activities within the Projects, SHINE Studies, IOCB studies and the performance of this Agreement.

**3.3** During the Term, the JSC shall meet or schedule a call each quarter in a manner, time and place as the Parties shall agree, to discuss any and all matters within its competence pursuant to Section 3.5. Each Party may request the other Party in writing to organize an emergency meeting of the JSC in case a Party is of the reasonable opinion that an urgent matter has arisen which necessitates such an emergency meeting. When making such request, the Party requesting the meeting will indicate its reasons for requesting such meeting. The other Party will not unreasonably refuse to organize such emergency meeting.

**3.4** With respect to the responsibilities of the JSC, each Party shall have one (1) collective vote in all decisions, and the Parties shall attempt to make decisions by unanimous vote. In case of equality of votes, the vote of IOCB shall prevail.

**3.5** Throughout the Term, the JSC shall be responsible, without limitation, for the following:

- (a) Overseeing and discussing the progress of the Projects;
- (b) Discussing extensions of the Term;
- (c) Discussing and overseeing any SHINE Studies;
- (d) Reviewing all new Subject IP, Joint Subject IP;
- (e) Reviewing any proposed publications;
- (f) Reviewing and discussing all matters related to Joint Subject IP;
- (g) Reviewing, discussing and mediating any disputes or controversies between the Parties in relation to the performance of this Agreement before escalating to each Party's leadership or referring the dispute to the dispute resolution institution pursuant to Section 10.4; and,
- (h) Any other responsibilities as may be assigned to the JSC pursuant to this Agreement or as may be mutually agreed upon by the Parties in writing from time to time.

**3.6 Diligence.** Throughout the Term of this Agreement, the Parties shall use commercially reasonable efforts to perform their respective works and obligations in accordance with the terms of this Agreement. Subject to the terms and conditions of this Agreement, each Party agrees:

- (a) to make available and apply such resources (including the appropriate human resources) for the purposes of performing the activities assigned to it under this Agreement;
- (b) to comply with all applicable laws, rules and regulations and other governmental requirements relating to the performance of this Agreement;
- (c) to avoid unnecessary changes of the employees who participate directly in the research activities;
- (d) during the entire Agreement, undertake any and all reasonable measures to ensure confidentiality of any and all Subject IP.

**3.7 Subject Patents Filing, Prosecution and Maintenance.** IOCB shall have the sole right and title to file, prosecute and maintain any Subject Patents in its own name and

at its sole discretion and costs unless and until such Subject Patents become Licensed Subject Patents, at which point Section 4.2(d)(iv) will control. IOCB shall keep SHINE (through the JSC and under the terms of strict confidentiality) reasonably informed on the progress of Subject Patents filing and prosecution pursuant to this Section 3.7.

**3.8 Expenses.** Each Party shall bear its own costs associated with the performance of this Agreement.

**3.9 Third Party Contractors.** IOCB shall have the right to outsource and/or subcontract certain activities that form part of the Project at IOCB's sole discretion, provided, however, that such subcontract (i) shall not interfere in any manner with the rights granted to SHINE hereunder, (ii) shall have agreed in advance in writing to be bound by analogical confidentiality obligations and provisions regarding ownership and disclosure of Intellectual Property (including any Subject IP) that provide the same degree of protection as the corresponding provisions comprised within this Agreement.

4. [REDACTED]

4.1 [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

4.2 [REDACTED].

(a)

(b) [REDACTED]

[illegible]

[REDACTED]

ii.

[REDACTED]

(d)

[REDACTED]

i.

[REDACTED]

ii.

[REDACTED]

iii.

[REDACTED]

iv.

[REDACTED]

v.

:

(w)

; and

(x)

;

(y)

; and

(z)

.

vi.

.

vii.

.

viii.

.

ix.

x.

xi.

(e)

(f)

(g)

i.

ii.

4.3

**5. TRANSFER OF MATERIALS.**

**5.1** Should at any time throughout the Term IOCB consider desirable to perform studies of the Subject IP in collaboration with SHINE (such as, without limitation, evaluate certain compounds or other materials that are proprietary to IOCB) requiring transfer of physical material to SHINE (the “**SHINE Studies**”), and should SHINE agree to perform such SHINE Studies, the terms of this Article 5 shall apply.

**5.2** To facilitate the conduct of any SHINE Studies, IOCB agrees to transfer to SHINE, at SHINE’s expense, reasonable quantities of certain proprietary IOCB materials (including, without limitation, compounds, reference materials and information relating thereto) necessary or useful for SHINE to perform such studies (collectively, the “**IOCB Materials**”). Prior to the transfer of any such IOCB Materials, SHINE and IOCB will execute a Form Materials Transfer Agreement for SHINE Studies substantially in the form attached hereto as Appendix B (the “**SHINE Form MTA**”). The SHINE Form MTA will set forth the identity and quantity of the IOCB Materials being transferred to SHINE and will include a research plan describing the SHINE Studies that will be conducted.

**5.3** SHINE agrees that it shall use the IOCB Materials solely for the SHINE Studies, and shall not transfer the IOCB Materials to any third party without prior written consent of IOCB and only provided that such third party’s obligations with regards to the IOCB Materials are equivalent to the obligations of SHINE under the SHINE Form MTA.

**5.4** IOCB retains all right, title and interest in and to IOCB Materials. Except as expressly provided herein, this Agreement, along with any SHINE Form MTA that may be executed in connection herewith, does not give SHINE any right or license to any IOCB Materials or any Intellectual Property or other rights owned by or licensed to IOCB, by implication or otherwise, except the right to use IOCB Materials solely for the SHINE Studies.

**5.5** Upon completion of the work described in each SHINE Form MTA, SHINE will promptly provide to IOCB a report summarizing all Know-How, results, data, and other information or materials derived from SHINE’s use of IOCB Materials (the “**SHINE Results**”). SHINE Results shall be deemed Joint Subject IP under this Agreement.

**6. CONFIDENTIALITY.**

**6.1 Nondisclosure of Confidential Information.** During the Term of this Agreement and for a period of eight (8) years thereafter, a party receiving such item of Confidential Information of the other Party will (a) maintain in confidence such item of Confidential Information and not to disclose such item of Confidential Information to any third party without prior written consent of the disclosing Party, and (b) not use the other Party’s Confidential Information for any purpose except those permitted by this Agreement.

**6.2 Exceptions.** The obligations in Section 6.1 will not apply with respect to any

portion of the Confidential Information that the receiving Party can show by competent written proof:

- i. Is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving party hereunder;
- ii. Was known to the receiving party or its Affiliates without obligation to keep it confidential, prior to disclosure by the disclosing Party;
- iii. Is subsequently disclosed to the receiving Party or any of its Affiliates by a third party lawfully in possession thereof and without obligation to keep it confidential;
- iv. Is published by a third party or otherwise becomes publicly available or enters the public domain through no fault of the receiving Party, either before or after it is disclosed to the receiving Party; or
- v. Has been independently developed by employees or contractors of the receiving party or any of its Affiliates without the aid, application or use of Confidential Information of the disclosing party.

**6.3 Authorized Disclosure.** Each Party may disclose the Confidential Information belonging to the other Party to the extent such disclosure is required by law, regulation or valid court order, provided that such Party will give prompt notice to the other Party of such requirement, disclose the other Party's Confidential Information only to the extent required by such law, regulation or court order, and use reasonable efforts to seek a protective order or confidential treatment in connection with such disclosure.

**6.4 Publications.** In accordance with its academic mission, IOCB retains the right of publication of the results of its research activities conducted under the Projects, including any IOCB Background IP and any Subject IP. Notwithstanding the foregoing, and in order to avoid any interference with the Parties' rights and interests under this Agreement, any oral or written disclosure, publication or communication concerning any of the Subject IP (unless it became a Disclaimed IP), Joint Subject IP, Projects, or SHINE Studies requires a written approval by the JSC in accordance with the following procedure. The Party which intends to make a publication shall provide the other Party with a written summary of any proposed oral disclosure or a full manuscript of any proposed publication thirty (30) days in advance of the proposed disclosure or publication and the other Party shall answer within thirty (30) days of receipt of such summary or manuscript whether publication or disclosure can proceed with or without amendments or omissions and whether any delay in publication or disclosure is required by this Party in order to secure filing of appropriate patent applications Covering the subject-matter of the publication. If no comment to the intended publication or presentation is delivered within thirty (30) days of the receipt of the said summary or manuscript, then the Party which intends to make a publication is free to proceed with the intended publication or presentation.

**6.5** The provisions of this Article 6 "CONFIDENTIALITY" shall supersede any existing written or oral confidentiality and non-disclosure agreements made or entered into by the parties before the Effective Date of this Agreement, concerning the subject matter hereof. For the avoidance of doubt, the pre-existing agreements shall remain effective and enforceable in relation to any other subject-matter covered therein.



**7. EXCHANGE OF INFORMATION.** To foster the spirit of the collaborative efforts between the Parties under this Agreement and also, to the extent applicable, under any Amendment or New Agreement executed between the Parties pursuant to Section 4.2, the Parties may disclose to each other certain technical information and Know-How that each of them may acquire during the Term, as may be useful for the furtherance of both Parties' interests under the Agreement. Each Party agrees to grant the other the right to use such technical information and Know-How for the mutual benefit of the Parties under this Agreement. Neither Party grants the other any right, title, or interest in any such Know-How except to use such Know-How for purposes that are consistent with this Agreement. In the event that such Know-How is protected by a Patent in any country, the use of such Know-How in such country shall, where applicable, be subject to the grant of a formal license pursuant to the provisions of this Agreement. Any Know-How disclosed by one Party to the other under this Article 7 shall be subject to the confidentiality provisions set forth in Article 6.

**8. REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants to the other Party that:

- (a) it has the authority and right to enter into and perform this Agreement;
- (b) this Agreement is a legal and valid obligation binding upon it; and
- (c) its execution, delivery and performance of this Agreement will not (i) conflict in any material fashion with the terms of any other agreement or instrument to which it is or becomes a party or by which it is or becomes bound, (ii) obligate either Party to violate or breach any of its obligations with third parties, including obligations of confidentiality, or (iii) violate any law or regulation of any court, governmental body or administrative or other agency having authority over it.

**9. TERM AND TERMINATION.**

9.1 [REDACTED]

9.2 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

9.3 [REDACTED]

(a) [REDACTED]

(b)

(c)

(d)

(e)

(f)

#### 10. MISCELLANEOUS.

**10.1 Contracts Register.** The Parties shall deem the Confidential Information of each Party as a trade secret of such party within the meaning of Section 504 of the Czech Act no. 89/2012 Coll., the Civil Code. The Parties take note 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 Contract (Act on the Register of Contracts) and shall become legally binding upon the IOCB 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 Annexes or appendices hereto designated by SHINE as business secret prior to the signing of this Agreement shall be removed (blackened); pursuant thereto, SHINE hereby designates the following provisions of this Agreement and appendices as business secret and requests that the IOCB remove (blacken) such provisions prior to disclosure: Articles 1-4, and 9 and the content of all Annexes attached hereto. The obligatory disclosure of this Agreement pursuant to the Act on the Register of Contracts shall be made by IOCB.

**10.2 Complete Agreement; Modification.** This Agreement constitutes the entire agreement, both written and oral, between the Parties with respect to the subject matter hereof, and any and all prior mutual agreements respecting the subject matter hereof, either written or oral, expressed or implied, are superseded hereby, merged and canceled, and are null and void

and of no effect. No amendment or change hereof or addition hereto will be effective or binding on either of the Parties hereto unless reduced to writing and duly executed on behalf of both Parties.

**10.3 Governing Law.** Resolution of all disputes arising out of or related to this Agreement or the performance, enforcement, breach or termination of this Agreement and any remedies relating thereto, will be governed by and construed under the substantive laws of England and Wales, without regard to conflicts of law rules requiring the application of different law.

**10.4 Dispute Resolution.** All disputes arising out of or in connection with the Agreement and not otherwise resolved by the Parties through the JSC shall be submitted to and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The proceeding shall be held in the English language and shall take place in London, England.

**10.5 Independent Contractors.** The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint venturers of the others for any purpose as a result of this Agreement or the transactions contemplated thereby. At no time will any Party make commitments or incur any charges or expenses for or in the name of the other Party.

**10.6 Assignment.** Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other, except a party may make such an assignment without the other Party's consent to an Affiliate or to a successor to substantially all of the business of such Party to which this Agreement relates, whether in a merger, sale of stock, sale of assets or other transaction. Any permitted assignment will be binding on the successors of the assigning Party. Any assignment or attempted assignment by either party in violation of the terms of this Section 10.6 will be null and void and of no legal effect.

**10.7 Notices.** Any notices given under this Agreement will be in writing, addressed to the Parties at the following addresses, and delivered by person, by e-mail, or by a reputable international courier service. Any such notice will be deemed to have been given as of the day of personal delivery, one (1) day after the date sent by e-mail or on the day of successful delivery to the other Party confirmed by the courier service.

For SHINE:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

For IOCB:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



**10.9 Severability.** In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect without said provision. In such event, the parties will in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which will most nearly approximate the intent of the parties in entering this Agreement.

**10.10 Force Majeure.** Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

**10.11 Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**10.12 Counterparts.** This Agreement may be executed in two (2) counterparts, each of which will be an original and both will constitute together the same document.

**[Signature Page Follows]**

IN WITNESS WHEREOF, SHINE and IOCB have executed this Agreement by their respective duly authorized representatives as of the Effective Date.

**For the Institute of Organic Chemistry and Biochemistry of the Academy of Sciences of the Czech Republic:**


By: 

Name: RNDr. PhDr. Zdeněk Hostomský, CSc.

Title: Director

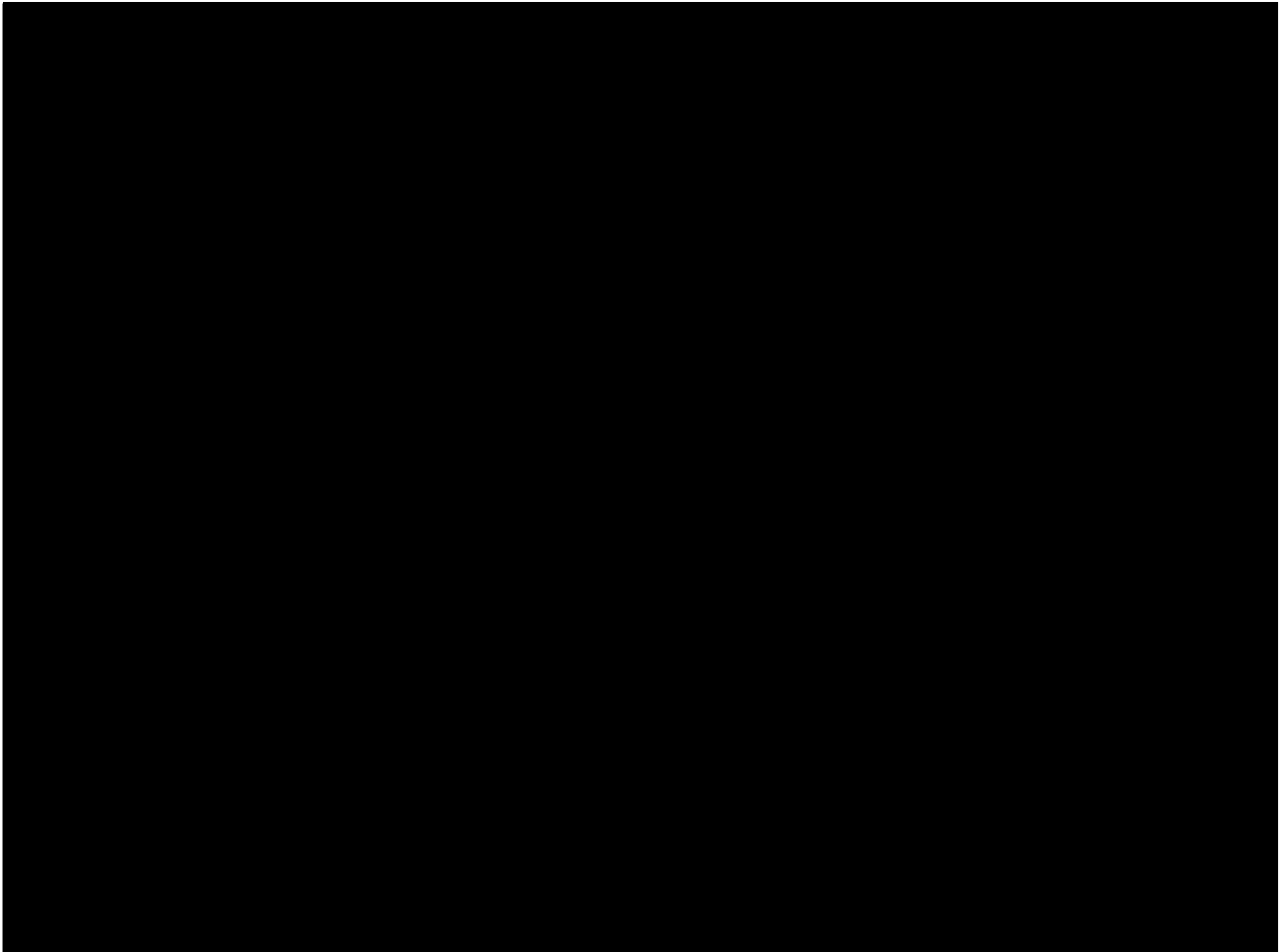
**For SHINE Medical Technologies, Inc.:**

By: 

Name: 

Title: President & CSO

**APPENDIX A**  
**IDENTIFICATION OF IOCB PROJECTS**



**APPENDIX B**

