

**RESEARCH AGREEMENT**  
**("Agreement")**

between

**Molecular Partners AG**

Wagistrasse 14, 8952 Schlieren, Switzerland

(hereinafter referred to as **MPAG**)

and

**University Hospital Olomouc**

I. P. Pavlova 185/6, 779 00 Olomouc, Czech Republic

(hereinafter referred to as **UHOL**)

(MPAG and UHOL hereinafter individually or collectively also referred to as **Party** or **Parties**, respectively)

**RECITALS**

- (A) MPAG has developed, owns or otherwise controls confidential and proprietary information pertaining to designed repeat proteins, including DARPin® proteins, and their research, development, clinical use, commercialization and collaboration projects (the **MPAG Technology**).
- (B) UHOL has developed, owns or otherwise controls confidential and proprietary information pertaining to the ex vivo processing and culturing of human tumour tissue samples (the **UHOL Technology**).
- (C) Each Party is interested and willing to disclose Confidential Information (as defined below) as well as to transfer certain material to the other Party exclusively for the Purpose (as defined below) under the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants and obligations contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

**1. DEFINITIONS**

**Affiliate** shall mean any UHOL or other legal entity, which, directly or indirectly, controls, is controlled by, or is under common control with a Party. The term control (including controlling, controlled by, and under common control with) means having ownership of more than fifty percent (50%) of the voting stock or a similar interest in a UHOL or legal entity. Affiliates of a Party shall not be deemed third parties for purposes of this Agreement.

**Confidential Information** shall mean any and all know-how, information, documentation or other material whatsoever regarding the MPAG Technology or the UHOL Technology, as applicable, disclosed or made available by either Party, its Affiliates and/or its representatives (the **Discloser**) to the other Party, its Affiliates and/or its representatives (the **Recipient**), irrespective of its form, including without limitation in written or printed form, in form of electronic data, in oral form, or in form of material, including in particular without limitation:

- (i) information relating to either Parties' business affairs, finances or commercial interests, which is disclosed pursuant to this Agreement;
- (ii) technical and other information, including information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, assays, research plans, procedures, designs for experiments and tests, 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, manufacturing data, or summaries and information contained in submissions to and information from ethical committees and regulatory authorities. Know-how includes documents containing know-how and any rights associated with the know-how, including trade secrets, copyrights, and database or design rights protecting such know-how. The fact that an item is known to the public shall not be taken to preclude the possibility that a compilation or combination including the item, and/or a development relating to the item, is not known to the public;

- (iii) the MPAG Material;
- (iv) any and all reports, data, findings, results and notes prepared by either Party under this Agreement, in whatever form; and
- (v) any progeny, copies, modifications and derivatives of the MPAG Material as well as any material (other than the MPAG Material) prepared by either Party under this Agreement, in whatever form.

Confidential Information disclosed or made available by MPAG may represent *insider information* pursuant to the Swiss Federal Act on Financial Market Infrastructures and Market Conduct in Securities and Derivatives Trading (Financial Market Infrastructure Act, FMIA).

**MPAG Material** shall mean the material to be provided by MPAG as detailed in the Research Plan.

**MPAG Sequence** shall mean any amino acid sequence of a DARPin<sup>®</sup> protein, or fragment or variant thereof, discovered, made, identified, created, conceived or first reduced to practice in connection with the Research Activities, or a nucleic acid encoding such amino acid sequence.

**Purpose** shall mean the pre-clinical testing of MPAG's Material as described in the Research Plan.

**Research Activities** shall mean the services to be performed by UHOL as described in the Research Plan.

**Research Plan** shall mean the plan set forth in Annex A.

## 2. OBLIGATIONS OF THE UHOL AND PROJECT LEADER

- 2.1 **Research Activities.** Subject to the provisions of this Agreement, UHOL hereby agrees to use best efforts and all due care for the performance of the Research Activities and to meet the timelines, as agreed in the Research Plan. For the avoidance of doubt, any Research Activity described in the Research Plan shall be performed by UHOL unless stated otherwise in the Research Plan.
- 2.2 **Supply of Samples.** UHOL shall provide to MPAG the patient samples as further described in Section 6 below.
- 2.3 **Project Leader.** The Research Activities will be carried out by the UHOL under the supervision of Assoc. Prof. Bouchal (the **Project Leader**), an employee of the UHOL. The Project Leader will choose qualified personnel and will be responsible for the organization of the Research Activities.
- 2.4 **Compliance with Research Plan.** If it becomes evident that the Research Activities cannot be performed in accordance with the Research Plan, the Project Leader shall inform MPAG without delay of this situation.
- 2.5 **Compliance with Laws.** The UHOL and the Project Leader shall perform the Research Activities using the UHOL's facilities, personal and equipment, in a state-of-the-art scientific manner and in compliance with all applicable laws and regulations (incl. European directives and regulations), governmental regulations, laboratory practices and ethical requirements.

- 2.6 **Change in Project Leader.** Should the Project Leader cease to be responsible for the Research Activities, UHOL shall promptly notify MPAG in writing and shall use best efforts to find and propose to MPAG as soon as possible a replacement for MPAG's written approval.
- 2.7 **No Use of Third Party.** UHOL and Project Leader shall not be entitled to outsource (any part of) the Research Activities to third parties without MPAG's prior written approval and provided that the confidentiality arrangements between UHOL and any such third party (i) are not less stringent than those under this Agreement and (ii) have been concluded prior to the exchange of any confidential information with such third party.

### 3. OBLIGATIONS OF MPAG

MPAG shall provide to UHOL the MPAG Material as further described in Section 7 below.

### 4. REPORTING, ACCESS AND DATA

- 4.1 **Final Report.** No later than within six (6) weeks after the completion of all Research Activities UHOL shall submit to MPAG a written draft final report describing the performed Research Activities and the respective results, for MPAG's review. Any comments provided by MPAG on the draft final report shall be promptly taken- into account by UHOL, and UHOL shall submit to MPAG the final report for approval.
- 4.2 **Access to Raw Data and Samples.** UHOL shall grant MPAG, to the extent legally allowed and in accordance with any applicable laws and regulations and in accordance with Section 5, access to all primary data generated in the performance of the Research Activities, including without limitation electronic raw data and data contained in the methods used in the performance of the Research Activities, laboratory notebooks, as well as samples of any materials obtained in the course or as a result of the performance of the Research Activities. MPAG shall have the right to make copies of the UHOL's primary data at regular intervals for archiving and regulatory purposes, without restricting any other rights of MPAG with respect to such data under this Agreement.

### 5. PUBLICATION

- 5.1 **Publication Rights of UHOL.** Notwithstanding UHOL's obligations under Sections 2, 3, 5 and 9 and without limiting MPAG's right of publication as described below, not earlier than upon completion of the Research Activities, UHOL shall have the right to publish results of the Research Activities performed by UHOL under this Agreement, provided that (i) UHOL submits the proposed publication to MPAG for review at least sixty (60) days prior to the scheduled submission or disclosure of such proposed publication to any third party (including, without limitation, scientific presentations, posters, grant applications, manuscript submissions to any journal for review, and the like) and (ii) MPAG consents to the proposed publication in writing in advance of the submission or disclosure of such proposed publication to any third party. MPAG shall have sixty (60) days to notify the UHOL of any objections to the proposed publication. If an objection is raised, a discussion shall be held without delay to determine acceptable modifications to resolve the issue and allow dissemination of the results. MPAG shall not unreasonably withhold consent to the proposed publication. MPAG may withhold consent to any proposed publication if it determines that such proposed publication may harm its ability to fully protect its intellectual property rights.
- 5.2 **Publication Rights of MPAG.** MPAG shall have the right to publish results of the Research Activities performed by UHOL under this Agreement, provided that MPAG submits the proposed publication to UHOL for information at least thirty (30) days prior to the scheduled submission, allowing UHOL to comment to the proposed publication in writing (inc. email) in advance of the submission. If an objection is raised by UHOL, a discussion shall be held without delay to discuss potential modifications; provided, however, that MPAG shall be obliged to remove any Confidential Information of UHOL from the planned publication upon UHOL's written request.

- 5.3 **Opportunity to File Patent Applications.** If, during its sixty (60) day review period, MPAG notifies UHOL that it desires patent application(s) to be filed on any invention(s) disclosed or contained in the proposed publication, UHOL will defer publication until notified by MPAG that all such desired patent application(s) have been filed. MPAG shall make a good faith effort to provide such notification to UHOL as soon as possible and within a maximum of one hundred and twenty (120) additional days.
- 5.4 **Acknowledgement and Authorship.** UHOL shall acknowledge MPAG as the supplier of the MPAG Material in any publication or disclosure made by UHOL based on results of the Research Activities performed by UHOL under this Agreement. Moreover, UHOL shall follow customary principles concerning scientific publications in determining and attributing authorship of any proposed publication that involves MPAG personnel.

## 6. SUPPLY OF SAMPLES BY UHOL

- 6.1 **Principle.** UHOL shall (i) make available for the performance of the Research Activities and (ii) supply to MPAG, the patient samples as described in the Research Plan.
- 6.2 **Patient Consent.** UHOL and Project Leader represent and warrant that (i) the patient samples have been collected on the basis of and in accordance with a valid informed consent form signed by the patient concerned, and (ii) any use of patient samples for the purpose of the Research Activities will be made in strict compliance with applicable law and regulations, including without limitation ICH E18 'Genomic Sampling and Management of Genomic Data' regulating the collection, storage and further processing of human biological material and health related data, including consent of the donors, and ethical standards as well as in accordance with the informed consent form signed by the patients concerned. UHOL shall promptly inform MPAG writing in case of withdrawal of consent by a patient from whom a sample has been provided to MPAG under this Agreement; if applicable, MPAG ought to anonymize the sample concerned according to the Swiss Human Research Ordinance as per the UHOL's request, unless one of the exceptions listed in Article 10 of the Human Research Ordinance applies.
- 6.3 **Ethic Committee Approval.** The UHOL and Project Leader herewith represent and warrant that they have obtained the required authorisations and/or certificates from the responsible governmental bodies and/or ethic committees (if any) for the collection and transfer of patient samples and for the performance of the Services.

## 7. SUPPLY OF MPAG MATERIAL

- 7.1 MPAG shall supply to UHOL sufficient quantities MPAG Material, all of which is in MPAG's possession and which MPAG considers reasonably necessary for the performance of the Research Activities. UHOL shall confirm receipt of the MPAG Material in writing (incl. email).
- 7.2 UHOL shall not make available the MPAG Material to any third party. UHOL shall limit access to the MPAG Material to those employees involved in the Research Activities. UHOL shall impose on them restrictions on disclosure and use equivalent to those set out herein. UHOL agrees that the MPAG Material is and shall remain the sole property of MPAG. Nothing in this Agreement shall be construed as a grant of any rights in the MPAG Material other than expressly provided herein.
- 7.3 Any MPAG Material is understood to be experimental in nature, and MPAG makes no representations and extends no warranties of any kind, either express or implied, with regard to MPAG Material. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of MPAG Material will not infringe any patent, copyright, trademark, or other rights, or that MPAG Material will not pose a safety or health risk.
- 7.4 The handling of MPAG Material shall be in accordance with published scientific information and applicable statutes and regulations. In no event shall MPAG Material be used in human beings. UHOL shall use the MPAG Material solely for the purpose of the Research Activities. UHOL also

agrees not to use the MAPG Material in any way, or to test or reverse engineer any MPAG Material, except for the purpose of the Research Activities or as otherwise permitted by MPAG in writing.

- 7.5 Upon the written request of MAPG, UHOL and Project Leader shall immediately return all documents and MPAG Material, including any Confidential Information, or shall at the request of MPAG destroy all documents and MPAG Material in its possession or under its custody or control and shall in addition remove any Confidential Information from any computer or word processing system and confirm in writing to MPAG that all such documents and MPAG Material have been destroyed.

## 8. CONFIDENTIALITY

- 8.1 **No Use.** Each Party as the Recipient agrees not to use the Confidential Information of the Discloser in any way, or to manufacture or test or reverse engineer any product embodying Confidential Information of the Discloser, except for the Purpose or as otherwise permitted by the Discloser in writing.
- 8.2 **No Disclosure and No Distribution.** Each Party as the Recipient will use the Confidential Information of the Discloser only for the Purpose and will disclose and distribute such Confidential Information only to such of its and its Affiliates` officers, employees duly authorized representatives, consultants and/or agents who (i) are directly involved in the performance of the Research Activities, (ii) are bound by obligations of confidentiality, non-use and non-distribution no less restrictive than those set forth herein and (iii) will not disclose or distribute such Confidential Information to a third party or use such Confidential Information for any purpose other than the Purpose, either for itself or for any third party, without the Discloser`s prior written consent. Each Party as the Recipient shall take affirmative measures to ensure that its and its Affiliates` officers, employees, duly authorized representatives, consultants and agents are aware of the confidential and proprietary nature of the Confidential Information, comply with the obligations under this Agreement and will accept responsibility for each of them, as if their activities in relation to the Confidential Information were carried out by the Recipient itself. The terms “distribute” or “distribution” in this Section 8.2 shall encompass all forms of transfer of, or providing access to, Confidential Information.
- 8.3 **Protection of Secrecy and Possession.** Each Party as the Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information of the Discloser, and to prevent the Confidential Information of the Discloser from falling into the public domain or into the possession of any unauthorized third parties.

## 9. LIMITS ON CONFIDENTIAL INFORMATION

Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information hereunder, where the information:

- a) was known to the Recipient prior to receiving any of the Confidential Information from the Discloser, as shown by the Recipient`s contemporaneous records; or
- b) has become publicly known through no fault of the Recipient; or
- c) was developed by the Recipient independently from and without use of or reference to any Confidential Information of the Discloser, as shown by the Recipient`s contemporaneous records; or
- d) subsequent to disclosure by the Discloser hereunder is rightfully disclosed to the Recipient by a third party without confidentiality or non-use obligations.

Nothing in this Agreement shall prevent the disclosure of those parts of the Confidential Information which are required to be disclosed by law or court order; provided, however, that in such case the Party receiving the request shall provide (i) the other Party with prompt written notice of such requirement so that the other Party may seek a protective order or other

appropriate remedy to prevent or limit such disclosure and (ii) limit the disclosure to the minimum possible.

#### **10. NO OBLIGATIONS AND NO WARRANTIES**

Except as detailed in the Research Plan, neither Party shall have any obligation whatsoever under this Agreement to actually disclose any Confidential Information to the other Party or update any Confidential Information once disclosed to the other Party. Neither Party as the Discloser assumes any liability or makes any representation that any of its Confidential Information is complete, accurate or fit for the Purpose. Any Material is understood to be experimental in nature, and the Party providing Material makes no representations and extends no warranties of any kind, either express or implied, with regard to the Material. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of Material will not infringe any patent, copyright, trademark, or other rights, or that Material will not pose a safety or health risk.

The handling of Material shall be in accordance with published scientific information and applicable statutes and regulations. In no event shall Material be used in human beings.

#### **11. OWNERSHIP OF CONFIDENTIAL INFORMATION**

Each Party as the Recipient agrees that all Confidential Information of the Discloser shall remain the property of the Discloser, and that the Discloser may use such Confidential Information for any purpose without obligation to the Recipient. Except as set forth in Section 10 below, (i) nothing in this Agreement shall be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, title, or interest in and to such Confidential Information except for the Purpose and (ii) no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

#### **12. INTELLECTUAL PROPERTY**

MPAG shall own all rights, title and interest in and to any and all inventions, discoveries, and know-how made or developed by MPAG and/or by UHOL, solely or jointly, (i) using Confidential Information of MPAG and/or (ii) relating to MPAG Material, MPAG Sequence or MPAG Technology (“**Project IP**”). UHOL herewith assigns and transfers to MPAG all of its rights, title and interest in and to Project IP, and agrees to take, and to cause its Representatives to take, all further acts reasonably required to evidence such assignment and transfer to MPAG, at MPAG’s reasonable expense. All inventions, discoveries, and know how, which are developed solely by UHOL when performing the Research Activities and which do not relate to MPAG Technology, MPAG Sequence or MPAG Material and are not Project IP, and all intellectual property related thereto, shall be owned solely by UHOL. For clarity, MPAG shall own, and UHOL herewith assigns and transfers to MPAG and agrees to take, and to cause its Representatives to take, all further acts reasonably required to evidence such assignment and transfer to MPAG, at MPAG’s reasonable expense, all rights, title, and interest in project records, material (other than the Material), results, findings, data, reports and any other documents obtained by UHOL from MPAG or created by either Party under this Agreement and relating to MPAG Technology, MPAG Material, MPAG Sequence, Confidential Information of MPAG and/or Project IP. UHOL has the right to (i) use all results solely related to the methods used in the Research Activities for any and all purposes and (ii) use all results related to MPAG Material solely for internal academic research and teaching purposes.

#### **13. LIABILITY**

Each Party shall be responsible for its own acts and omissions arising under this Agreement (including with respect to the performance of the Research Activities). UHOL will indemnify and hold MPAG harmless from any third- party claims, resulting from UHOL’s breach of its obligation under this Agreement, its negligence or wilful acts. Neither Party shall be liable for any indirect or

consequential damage with regard to this Agreement or its subject matter, including but not limited to loss of reputation, customers, revenues, profits or production.

#### **14. TERM AND TERMINATION**

- 14.1 This Agreement shall become effective on October 18, 2021 (the **Effective Date**) and shall remain in effect until the Research Activities have been completed by UHOL, unless earlier terminated by either Party in accordance with this Agreement.
- 14.2 Each Party may terminate this Agreement at any time by notice in writing with immediate effect if the other Party fails to perform its obligations hereunder and does not cure such failure (if capable of cure) within thirty (30) calendar days upon receipt of written notice thereof from the non-defaulting Party. MPAG may terminate this Agreement (i) if UHOL cannot make available the required number of patient samples, or (ii) at any time by written notice with immediate effect if the Project Leader ceases to have significant responsibility for the Research Activities or ceases to be employed by UHOL.
- 14.3 Upon expiration or termination of this Agreement, either Party shall promptly, as directed by the other Party, return to the other Party or destroy any and all Confidential Information of the other Party and all copies thereof, except for one (1) copy of each item of Confidential Information, which may be retained in confidential files exclusively as archival record to determine the continuing obligations of the Parties hereunder.

#### **15. SURVIVAL OF RIGHTS AND OBLIGATIONS**

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, (a) MPAG, its successors, and assignees; and (b) UHOL, its successors and assignees. Sections 2.5, 4, 5, 6.2 and 6.3, 8, 9, 10, 11, 12, 13 and 14.3 of this Agreement shall survive expiration or termination of the Agreement.

#### **16. ENTIRE AGREEMENT; AMENDMENTS, NO ASSIGNMENT**

This Agreement sets forth the entire understanding and agreement between MPAG and UHOL as to the subject matter hereof, superseding as of the Effective Date any and all prior understandings and agreements as to the subject matter. In case of any inconsistency between the terms of this Agreement and the Research Plan, the terms of the Agreement shall prevail. Any amendment of this Agreement shall not be valid unless in writing and signed by authorized representatives of MPAG and UHOL. This Agreement or any right or obligation hereunder may not be assigned to any third party without the prior written consent of MPAG.

#### **17. APPLICABLE LAW AND JURISDICTION**



This Agreement shall be construed under and be governed in all respects by the laws of Switzerland without any reference to the principles of conflict of laws thereof. All disputes arising out of or in connection with this Agreement shall be settled exclusively by the competent courts of Zurich. Notwithstanding that, either Party shall be entitled to seek preliminary or injunctive measures and remedies in any court of law having jurisdiction.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the Effective Date.

Date: 18-Oct-2021 | 13:34:03 CEST



18-Oct-2021 | 11:56:47 BST

**Molecular Partners AG**

DocuSigned by:  
  
 Signer Name: Anne Goubier  
 Signing Reason: I approve this document  
 Signing Time: 18-Oct-2021 | 13:33:59 CEST  
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Anne Goubier, PhD  
 Vice President Immuno-Biology

DocuSigned by:  
  
 Signer Name: Nicolas Leupin  
 Signing Reason: I approve this document  
 Signing Time: 18-Oct-2021 | 11:56:43 BST  
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Nicolas Leupin, MD, PhD  
 Chief Medical Officer

Date: \_\_\_\_\_

**University Hospital Olomouc**

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Jan Bouchal, PhD, Assoc. Prof.  
 Researcher

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Roman Havlík, MD, PhD, Prof.  
 Director

**Attachment:**  
 Research Plan



## Annex

### Research Plan

Capitalized terms used in this Research Plan shall have the meaning attributed to them in the Research Agreement unless otherwise defined herein.

#### A. Objective

The objective of these Research Activities is to assess the efficacy of MP0317 in an ex vivo setting, using patient-derived tumour tissue slices.

In case of excess of diagnostic tissue, certified pathologist may select part of the sample for Research Activities.

#### B. Research Activities

- **Tissue samples to be used in the Research Activities:**

1. Pancreatic adenocarcinoma
2. Lung adenocarcinoma
3. Colorectal Cancer

At least three (3) samples per indication showing acceptable levels of immune cell infiltration will be provided and analyzed by UHOL as described below, whereby UHOL is responsible for selecting appropriate samples.

- **Tissue preparation at timepoint 0 for quality check:**

Fresh frozen (FF) and formalin-fixed and paraffin-embedded (FFPE) tissue blocks will be prepared from each tissue sample at T0: one FF tumor tissue piece will be stored in RNAlater and one FFPE tumor tissue piece will be collected. H&E staining will be performed on the first section of each FFPE block and checked by a certified pathologist.

Quality check can be done retrospectively and not on the day of collection not to delay tissue processing.

The remaining tissue from each case will be used to prepare tissue slices for a functional assessment.

- **Preparation of Tissue slices for culture:**

Fresh tumor tissue samples will be sliced into approximately 300 µm thick tissue slices. Tumour slices will be distributed randomly in plates and treated for 48 h with the following compounds (in at least two replicates/treatment group):

- 1) untreated control
- 2) MP0317 at 20 nM
- 3) Selicrelumab at 20 nM
- 4) MP0317 at 0.8 nM
- 5) MP0317 at 4 nM

\*\*Conditions 1-3 should be prioritised.

UHOL will provide all consumables needed.

**Preparation of Tissue slices and samples at the end of the treatment (after 48h) and supply to MPAG:**

I) One tissue slice per condition (of the two replicates) will be frozen in RNA later and the second tissue slice will be individually paraffin-embedded (FFPE).

II) Supernatants will be collected individually from all cultured tissue slices. They will be centrifuged to spin down cell debris and then frozen in 2 aliquots.

III) Tissue samples and supernatants will be sent to MPAG at MPAG`s costs for further analysis

• **Archival FFPE tissue samples:**

Upon mutual agreement of the Parties, UHOL will transfer archival FFPE sections to MPAG in order for MPAG to perform analysis of the tumour-microenvironment (e.g target protein expression, infiltration of immune subsets) by IHC/mIF.

**C. MPAG Material:**

MPAG will provide to UHOL the compounds to be tested (MP0317 and Selicrelumab)

**D. Timelines**

This study is based on a prospective collection of patient-derived tumour samples and therefore only an estimated timeline can be provided.

Based on the expected rate of patient recruitment this study is anticipated to be completed by Q1 2022.

**Certificate Of Completion**

Envelope Id: 3B567F92304C4FB2BC6B399666273DED	Status: Completed
Subject: Please DocuSign: UniPalacky_Bouchal_Research Agr_final_18Oct2021.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Helena Schuetter-mak
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna	Wagistrasse 14
	Zurich-Schlieren, Zurich 8592
	helena.schuetter-mak@molecularpartners.com
	IP Address: 84.226.129.38

**Record Tracking**


Status: Original	Holder: Helena Schuetter-mak	Location: DocuSign
18-Oct-2021   11:16		
	helena.schuetter-mak@molecularpartners.com	

**Signer Events**

Signer Events	Signature	Timestamp
Anne Goubier		Sent: 18-Oct-2021   11:18
Anne.Goubier@molecularpartners.com		Viewed: 18-Oct-2021   11:21
VP Biology		Signed: 18-Oct-2021   13:34
Anne Goubier	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (Required), Logged in	Signature ID: F7D4C1DF-984C-4300-8842-EF3362F6E57E	
	Using IP Address: 5.57.202.41	
	With Signing Authentication via DocuSign password	
	With Signing Reasons (on each tab):	
	I approve this document	

**Electronic Record and Signature Disclosure:**

Accepted: 28-Jan-2021 | 08:31  
ID: ee603785-dd2e-4298-b0ee-f0397b5e7462

Nicolas Leupin		Sent: 18-Oct-2021   11:18
Nicolas.Leupin@molecularpartners.com		Viewed: 18-Oct-2021   12:56
Nicolas Leupin,CMO		Signed: 18-Oct-2021   12:56
Security Level: Email, Account Authentication (Required)	Signature Adoption: Drawn on Device	
	Signature ID: C7693E83-E3A9-4CF3-9B3D-C4E17F23BC73	
	Using IP Address: 85.195.242.219	
	With Signing Authentication via DocuSign password	
	With Signing Reasons (on each tab):	
	I approve this document	

**Electronic Record and Signature Disclosure:**

Accepted: 13-Jul-2021 | 21:08  
ID: 06d6eabf-5cea-43de-b8da-686bf5a06a6d

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kyriaki Ioannou Kyriaki.ioannou@molecularpartners.com Security Level: Email, Account Authentication (Required)	<b>COPIED</b>	Sent: 18-Oct-2021   11:18
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	18-Oct-2021   11:18
Certified Delivered	Security Checked	18-Oct-2021   12:56
Signing Complete	Security Checked	18-Oct-2021   12:56
Completed	Security Checked	18-Oct-2021   13:34

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Molecular Partners AG Sub Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Molecular Partners AG Sub Account:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [athene.giesen@molecularpartners.com](mailto:athene.giesen@molecularpartners.com)

### **To advise Molecular Partners AG Sub Account of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [athene.giesen@molecularpartners.com](mailto:athene.giesen@molecularpartners.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Molecular Partners AG Sub Account**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [athene.giesen@molecularpartners.com](mailto:athene.giesen@molecularpartners.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Molecular Partners AG Sub Account**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [athene.giesen@molecularpartners.com](mailto:athene.giesen@molecularpartners.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Molecular Partners AG Sub Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Molecular Partners AG Sub Account during the course of your relationship with Molecular Partners AG Sub Account.