

**Amendment No. 1 to Agreement  
("Amendment No. 1")**

**Amendment No. 1 Date:** October 18, 2021

**Name of Original Agreement:** Evaluation and Licence Agreement (the "Original Agreement," and together with any previous amendments which may be described below, the "Agreement")

**Effective Date of Original Agreement:** July 22, 2020 ("Effective Date")

**Parties:** Pfizer Inc., a Delaware corporation, having offices at 235 East 42<sup>nd</sup> Street, New York, New York, 10017 ("Pfizer") and Ústav organické chemie a biochemie AVČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences), having seat at Flemingovo nám. 2, Praha 6, Czech Republic ("IOCB")

**Dates of Previous Amendments:** None

WHEREAS, the parties hereto desire to amend, among other things, certain terms of the Agreement, including the transfer of certain Pfizer Materials to enable a new Evaluation Plan activities.

NOW, THEREFORE, in order to accommodate the desired amendments, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. Amendments to the Agreement.

2.1. A new Aim 5 is added to the Evaluation Plan (Exhibit A) as follows:

Objective	Aim	Milestone Description	Duration (consideration)

2.2. A new Pfizer Material is added to the Materials section of the Evaluation Plan (Exhibit A) as follows:



Transferor	Description	Amount	To be used in Aim:

For the avoidance of doubt, all written information related to such Pfizer Materials, including, but not limited to, any compound specifications will be deemed Confidential Information of Pfizer under the Agreement.

3. Ratification of the Agreement. Except as expressly set forth in Article 2 above, the Agreement shall remain unmodified and in full force and effect. The execution, delivery and effectiveness of this Amendment No. 1 shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the parties to the Agreement, nor constitute a waiver of any provision of the Agreement.

4. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original instrument and all of which, when taken together, shall constitute one and the same agreement.

5. Contracts Register. The Parties shall deem the Confidential Information of each Party to include information which is competitively significant, identifiable, valuable and in relevant business circles normally unavailable facts related to the Party, whose confidentiality is ensured by the Party in its own interest, which may be qualified 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 Amendment No. 1 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 its disclosure, the following provisions of this Amendment represent business secret and shall be redacted (blackened): the charts included in Sections 2.1 and 2.2 of this Amendment. The obligatory disclosure of this Amendment pursuant to the Act on the Register of Contracts shall be made by IOCB.

SIGNATURES IMMEDIATELY FOLLOWING ON NEXT PAGE



IN WITNESS WHEREOF, the duly authorized representatives of Pfizer and IOCB have executed this Amendment No. 1 as of the date first above written.

**Ústav organické chemie a biochemie  
AVČR, v.v.i.**

By

Name: Zdeněk Hostomský

Title: Director

**Pfizer Inc.**

By

Name:

Title: SVP, Head Medicine Design