RESEARCH AGREEMENT

RESEARCH AGREEMENT (this "Agreement"), dated as of May 1, 2022 (the "Effective Date"), by and between CHDI Foundation, Inc., a Florida corporation (the "Foundation"), and Institute of Animal Physiology and Genetics ASCR, v.v.i. (the "Research Institution"). The Research Institution and the Foundation shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

The Research Institution conducts research in the interest of contributing to and promoting the public good and welfare.

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments, cures and preventions of Huntington's disease.

To further the Foundation's objective, the Foundation desires to fund certain research to be conducted at the Research Institution and, in the interest of the public good and welfare, the Research Institution is prepared to conduct that research.

The Parties have entered into this Agreement for the purpose of, among other things, ensuring that the results of that research are made readily available in a timely fashion to accelerate scientific discovery and facilitate the development of products that diagnose, treat, cure and prevent Huntington's disease.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Researcher; Research Project

1. Researcher. The "Researcher" means the individual identified as such in Appendix A.

2. Research Project; Conduct of the Research Project; Limited Right to Subcontract Research Project Activities; Force Majeure; Interim Research Project Review; Continuation of the Research Project; Foundation Provided Materials.

   (a) Research Project. The "Research Project" means the program of scientific research described in Appendix B.

   (b) Conduct of the Research Project; Limited Right to Subcontract Research Project Activities.

      (i) Conduct of the Research Project. Each of the Research Institution and the Researcher will use, or cause to be used, reasonable scientific efforts to conduct the Research Project in accordance with Appendix B. If at any time the Research Institution or the Researcher makes a good faith determination that (A) the Research Project cannot be conducted

substantially in accordance with Appendix B or the Budget (as defined in Section 3(a) of this Agreement) or (B) continued conduct of the Research Project in accordance with Appendix B is unlikely to yield scientifically valid or useful results, the Research Institution shall promptly give notice (a "Change of Circumstances Notice") to the Foundation.

(ii) Limited Right to Subcontract Research Project Activities. The Parties hereby acknowledge and agree that the Research Institution may sub-contract those activities expressly set forth in the Appendix B to be conducted by the third party (each such third party hereinafter referred to as a "Subcontractor") set forth in Appendix B. The Research Institution hereby agrees that (A) each Subcontractor shall agree in writing to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement as if the Subcontractor were a party hereto and (B) the Research Institution shall cause each Subcontractor to conduct such activities in accordance with, and subject to, the terms and conditions of this Agreement. The Research Institution hereby further agrees that the Research Institution shall be solely responsible and liable for the activities conducted by each Subcontractor as if such activities were conducted by the Research Institution.

(c) Force Majeure.

(i) Force Majeure Events. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any delay or failure in performing its obligations under this Agreement, if and to the extent such delay or failure is caused by or results from acts or events reasonably beyond the impacted Party's ("Impacted Party") direct control or foreseeability (any such act or event, a "Force Majeure Event") that occur after the date of this Agreement, including, but not limited to, the following acts or events: (A) acts of God; (B) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic or pandemic; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) government order or law; (E) action by any governmental authority; and (F) strikes or labor stoppages or slowdowns. If, due to the occurrence of a Force Majeure Event, an Impacted Party is unable to perform any of its obligations under this Agreement, the performance of such obligations so affected by such Force Majeure Event, shall be suspended for the duration of such Force Majeure Event only.

(ii) Obligations of Impacted Party.

(A) In the event of the occurrence of a Force Majeure Event, the Impacted Party shall give written notice ("Force Majeure Impact Notice") to the other party ("Non-Impacted Party") within 15 days

of the date on which such Force Majeure Event impacted the Impacted Party's ability to perform its obligations under this Agreement setting forth a reasonably detailed description of (1) the Force Majeure Event (including the date on which such Force Majeure Event initially impacted the Impacted Party's ability to perform its obligations under this Agreement) and (2) how such Force Majeure Event has impacted the Impacted Party's ability to perform its obligations under this Agreement (including the obligations impacted and an estimate of the period of time such Force Majeure Event is expected to impact the Impacted Party's ability to perform its obligations under this Agreement).

(B) During the occurrence of a Force Majeure Event, the Impacted Party shall (1) use diligent efforts to end its inability to perform its obligations under this Agreement and ensure the effects of such Force Majeure Event are minimized and (2) resume the performance of its obligations under this Agreement as soon as reasonably practicable after the removal or discontinuation of such Force Majeure Event. Promptly following the removal or discontinuation of a Force Majeure Event, the Impacted Party shall give written notice ("Force Majeure Removal Notice") to the Non-Impacted Party specifying the date on which the impact of such Force Majeure Event was removed or discontinued and no longer impacting the Impacted Party's ability to perform its obligations under this Agreement.

(iii) Rights of Non-Impacted Party. During the occurrence of a Force Majeure Event, the Non-Impacted Party (A) shall be relieved of performing any of its obligations under this Agreement and (B) shall not be liable or responsible to the Impacted Party, nor be deemed to have defaulted under or breached this Agreement, for not performing any of its obligations under this Agreement, including any payment obligations (other than any payment obligations due and payable by the Non-Impacted Party prior to the date on which such Force Majeure Event initially impacted the Impacted Party's ability to perform its obligations under this Agreement).

(d) Interim Research Project Review; Continuation of the Research Project. The Foundation shall have the right to elect not to provide financial support for any budget period of the Research Project following the initial budget period of the Research Project by giving written notice (a "Discontinuation of Funding Notice") to the Research Institution to such effect at any time prior to that date that is 30 days prior to the end of the then-current budget period of the Research Project.

(e) Foundation Provided Materials.

(i) Obligation to Provide Foundation Provided Materials and Foundation Provided Material Information. The Foundation shall be responsible for all aspects of providing, or causing to be provided, to the Research Institution sufficient amounts of those materials expressly identified in Appendix B (each such material, a "Foundation Provided Material") to be provided to the Research Institution by, or on behalf of, the Foundation to enable the Research Institution to conduct the Research Project. The Foundation shall also be responsible for all aspects of providing, or causing to be provided, to the Research Institution all information and data relating to a Foundation Provided Material that is necessary to enable the Research Institution to conduct the Research Project (all such provided information, the "Foundation Provided Material Information"). The Foundation hereby represents and warrants that all Foundation Provided Materials and Foundation Provided Material Information provided to the Research Institution by, or at the direction of, the Foundation will be provided to the Research Institution in compliance with all applicable federal, state, local and international laws, rules, regulations, orders and guidelines.

(ii) Use and Ownership of Foundation Provided Materials and Foundation Provided Material Information. The Research Institution hereby agrees that the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) and the Foundation Provided Material Information (A) shall be used by the Research Institution for the sole purpose of conducting the Research Project and for no other purpose (including not using the Foundation Provided Material or Foundation Provided Material Information to attempt to determine, or determine, the identity of any of the person from which the Foundation Provided Material and Foundation Provided Material Information were collected) and (B) shall not, without the prior written consent of the Foundation, be transferred to any third party. Except to the extent required to enable the Research Institution to conduct the Research Project, the Research Institution hereby further agrees that it will not, directly or indirectly, reverse engineer, deconstruct or in any way analyze or determine the identity, structure or composition of any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) or the properties thereof (chemical, biochemical, physical, biological or other). The Research Institution hereby further acknowledges and agrees that (1) all Foundation Provided Material Information shall be deemed Confidential Information (as defined in Section 14 of this Agreement) of the Foundation and (2) the Research Institution shall not disclose, reveal, report, Publish or give the Foundation Provided Material Information to any third party. The Research Institution hereby

acknowledges and further agrees that a) as between the Research Institution and the Foundation, the Foundation owns the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) and the Foundation Provided Material Information and b) the Research Institution shall have no ownership or other interest in any Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project) or any Foundation Provided Material Information. Immediately upon the earlier to occur of (x) the completion of the Research Project and (y) the termination or expiration of this Agreement, the Research Institution shall appropriately discard or destroy all such unused Foundation Provided Materials and Foundation Provided Material Information.

(iii) Intellectual Property Rights in Respect of the Foundation Provided Materials. The Research Institution acknowledges that the Foundation Provided Materials are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Research Institution under any patents, patent applications, trade secrets or other proprietary rights of the Foundation, including any altered forms of the Foundation Provided Materials made by the Research Institution. In particular, no express or implied licenses or other rights are provided to use the Foundation Provided Materials (including any Foundation Provided Materials contained or incorporated in any substances created in the course of the conduct, or resulting from the performance, of the Research Project), or any related patents of the Foundation for any purpose other than the conduct of the Research Project. The Research Institution is free to file patent application(s) claiming inventions made by the Research Institution through the use of the Foundation Provided Materials but agrees not to file any patent application containing a composition of matter claim for the Foundation Provided Materials per se.

(iv) No Warranties. Any Foundation Provided Materials and Foundation Provided Material Information provided to the Research Institution hereunder are understood to be experimental in nature and may have hazardous properties. THE FOUNDATION PROVIDED MATERIALS AND FOUNDATION PROVIDED MATERIAL INFORMATION ARE PROVIDED "AS-IS" AND THE FOUNDATION MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE

OF THE FOUNDATION PROVIDED MATERIAL OR FOUNDATION PROVIDED MATERIAL INFORMATION WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

Financial Support

3. Financial Support for the Research Project; Sources of Funding.

   (a) Obligation of the Foundation to Provide Financial Support. The Foundation will provide financial support for the Research Project as provided herein. The amount, purpose, timing and conditions of such financial support (the "Budget") shall be as set forth in Appendix A. Unless otherwise agreed to by the Foundation pursuant to a notice delivered to the Research Institution in accordance with this Agreement, all work shall be performed and funds expended for the purposes and within the time periods set forth in the Budget. Any funds not so expended or committed shall, unless otherwise agreed, be promptly returned to the Foundation.

   (b) Sources of Funding. The Research Institution understands that the Foundation may solicit financial support for the Research Project from third parties and agrees to use any financial support so offered to pay for items in the Budget. Such financial support shall be utilized in accordance with, and subject to, the terms and conditions of this Agreement. Notwithstanding the foregoing, prior to accepting any financial support from any such third party, the Research Institution shall have the right to (i) reasonably request information regarding the source of such financial support to determine whether the acceptance by the Research Institution of such financial support from such third party would violate the stated policies of the Research Institution and (ii) refuse to accept such financial support if in the reasonable determination of the Research Institution the acceptance of such financial support from such third party would violate the stated policies of the Research Institution. Any such determination by the Research Institution shall not relieve the Foundation of its obligations to provide financial support to the Research Institution in accordance with the terms of this Agreement.

4. Conditions to the Foundation's Financial Support. The Foundation may, but shall not be obligated to, advance any previously committed financial support for the Research Project to the Research Institution upon the occurrence and continuation of any of the following events:

   (a) Death, Incapacity or Employment of Researcher. The Researcher dies, suffers an incapacitating accident or illness, leaves the employ of the Research Institution or takes a sabbatical or leave of absence from the Research Institution;

   (b) Interruption. The Research Project is interrupted for more than 30 consecutive days at any time, or for more than 45 days in any 12-month period;

(c) Change in Research Project. The Research Institution gives a Change of Circumstances Notice to the Foundation;

(d) Lack of Approvals. The Research Institution notifies the Foundation that due to lack of necessary approvals it is incapable of performing its obligations under this Agreement;

(e) Force Majeure Event. A Force Majeure Event occurs and the Impacted Party's failure or delay to perform any of its obligations under this Agreement remains uncured for a period of 30 days following the Non-Impacted Party's receipt of the Force Majeure Impact Notice from the Impacted Party;

(f) Duties of the Researcher. The duties of the Researcher set forth in this Agreement are not fulfilled; or

(g) Breach of this Agreement. There is a material breach of this Agreement by the Research Institution.

Publication; CHDI Research Group and Results Sharing

5. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

(a) "Publish" means (i) to publish in a peer reviewed scientific journal of general circulation or (ii) present at a scientific meeting and "Publication" has a corresponding meaning.

(b) "Results" means any scientifically valid methods, data, outcomes or other results made in the course of the conduct, or resulting from the performance, of the Research Project.

(c) "Third Party Results" means any scientifically valid methods, data, outcomes or other results (i) made in the course of the conduct, or resulting from the performance, of research conducted by members of the CHDI Research Group (as defined in Section 7(a) of this Agreement) (other than the Research Institution and the Researcher) and (ii) funded by the Foundation or one of its affiliates.

6. Publication. The Researcher shall have (a) the sole and exclusive right to Publish Results and (b) the sole and final authority over any and all decisions related to Publication of Results. The Researcher shall use reasonable efforts to Publish, cause to be Published or otherwise publicly disseminate Results as soon as reasonably possible after such Results have been produced. The Researcher hereby agrees to provide appropriate acknowledgement of the Foundation's support of, and contribution to, the Research Project in any Publication of the Results.

7. CHDI Research Group; Sharing of Results With Others.

(a) CHDI Research Group. The Researcher and the Research Institution hereby acknowledge and agree that they are participating in a community of investigators and organizations (the "CHDI Research Group") funded by the Foundation and its affiliates whose objective is to find diagnoses, treatments, cures and preventions of Huntington's disease.

(b) Delivery of Results to the Foundation; Withdrawal of Results. The Researcher and/or the Research Institution shall inform the Foundation of all Results produced or discovered within a reasonable period of time following the production or discovery of each such Result. If at any time after informing the Foundation of Results pursuant to this Section 7(b), the Researcher or the Research Institution determines that there is a reasonable scientific basis to conclude that such Results are not scientifically valid, the Researcher or the Research Institution may so notify the Foundation and (i) the Foundation shall take reasonable steps to notify third parties to whom such Results have been disclosed that such Results are no longer scientifically valid and (ii) such Results shall not be deemed to be Results.

(c) Disclosure of Results Within the CHDI Research Group. The Foundation may disclose Results to any member of the CHDI Research Group who has agreed to each of the covenants set forth in Section 7(d) of this Agreement with respect to any Results disclosed to such member.

(d) Disclosure of Third Party Results to the Researcher or the Research Institution. With respect to any Third Party Results disclosed to the Researcher or the Research Institution, each of the Researcher and the Research Institution hereby agree:

(i) to hold all Third Party Results in confidence until such Third Party Results are Published or otherwise made publicly available (except by breach of this Agreement) so that the disclosure of the Third Party Results among members of the CHDI Research Group does not constitute a public disclosure and so that the ability to patent the Third Party Results is preserved; provided, however, neither the Researcher or the Research Institution shall be required to hold any Third Party Results in confidence if such Third Party Results (A) were previously known by the Researcher or the Research Institution other than by reason of disclosure by the Foundation; (B) were publicly disclosed except by breach of this Agreement either prior to or subsequent to the receipt of such Third Party Results by the Researcher or the Research Institution; (C) are rightfully received by the Researcher or the Research Institution from a third party without an express obligation of confidence to the Foundation or the member of the CHDI Research Group who discovered such Third Party Results; (D) are independently developed by the Researcher or the Research Institution without use or reliance upon Third Party Results provided by the Foundation; or (E) are disclosed pursuant to any

applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Researcher or the Research Institution, as the case may be, takes reasonable steps to provide the Foundation with sufficient prior notice in order to allow the Foundation to contest such request, requirement or order;

(ii) to discuss the Third Party Results only with those members of the laboratories of the Researcher that are advised (A) of the confidential nature of the Third Party Results and (B) that the Third Party Results must not be shared with anyone outside of the laboratories of the Researcher until the Third Party Results are made publicly available;

(iii) until the Third Party Results are made publicly available, to not Publish or otherwise publicly disclose methods, data or other results which are derived using the Third Party Results without appropriate written permission; and

(iv) to acknowledge other researchers appropriately if the Third Party Results have contributed to a Publication or presentation of Results.

(e) Disclosure not to Constitute Publication. The Parties acknowledge that it is the intention of the Foundation, the Research Institution and the other members of the CHDI Research Group that the sharing of Results and Third Party Results among members of the CHDI Research Group is to be conducted in a manner so that such sharing shall not constitute "disclosure" for patent purposes.

(f) Disclosure of Results Outside the CHDI Research Group. On and after the date (the "Disclosure Date") which is two years following the End Date specified in Appendix A, the Foundation shall have the right to disclose (other than through Publication) all Results to any individual or organization without any restrictions unless prior to the Disclosure Date the Researcher or the Research Institution notifies the Foundation that there exists good reasons for such disclosure to be withheld for an additional six-month period, in which case the Disclosure Date will be extended for an additional six months and the provisions of this Section 7(f) shall apply to such new Disclosure Date.

Intellectual Property

8. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

(a) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and

Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).

(b) "Made" when used in relation to any Patentable Invention means the conception or first actual reduction to practice of such Patentable Invention.

(c) "Other HD Intellectual Property" means any Other Intellectual Property relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.

(d) "Other Intellectual Property" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data conceived, discovered or invented in the course of the conduct, or resulting from the performance, of the Research Project which is not a Patentable Invention.

(e) "Patentable Invention" means any discovery, invention, formulation, know-how, method, technological development, enhancement, modification, improvement, computer software (including, but not limited to, source code and executable code) and documentation thereof, data or collection of data Made in the course of the conduct, or resulting from the performance, of the Research Project which (i) is or may be patentable or otherwise protectable under Title 35 U.S.C. and corresponding legislation in other jurisdictions and (ii) is the subject of a patent or pending patent application, including any continuation, continuation-in-part, division, extension, substitute, re-examination, reissue and any other derivative application or patent.

(f) "Patentable HD Invention" means any Patentable Invention relating to Huntington's disease or useful for the diagnosis, monitoring, treatment, cure or prevention of Huntington's disease.

9. Ownership.

(a) Ownership Rights of the Research Institution. The Research Institution shall own all intellectual property (including Patentable Inventions and Other Intellectual Property) conceived, discovered, invented or first reduced to practice in the course of the conduct, or resulting from the performance, of the Research Project. The Research Institution hereby agrees that it will not sell or otherwise transfer title to any Patentable HD Inventions or Other HD Intellectual Property to any third party unless such third party takes title to such Patentable HD Inventions or Other HD Intellectual Property (i) subject to the rights of the Foundation in such Patentable HD Inventions or Other HD Intellectual Property under this Agreement

and (ii) assumes the obligations of the Research Institution with respect to such Patentable HD Inventions or Other HD Intellectual Property under this Agreement.

(b) Ownership Rights of the Foundation. Except as expressly set forth in this Agreement, the Foundation shall have no interest in any intellectual property conceived, discovered, invented or first reduced to practice in the course of the conduct, or resulting from the performance, of the Research Project.

10. Inventorship. The identity of the inventor of all Patentable Inventions shall be determined in accordance with United States Patent law (or, if the jurisdiction in which patent or other protection is being sought does not permit the application of United States Patent law to identify the inventor, then in accordance with the applicable law in that jurisdiction).

11. Disclosure of Inventions; Disclosure of Patent Filings.

(a) Inventions. If the Research Institution or the Foundation believes any intellectual property (including Patentable Inventions and Other Intellectual Property) has been conceived, discovered, invented or first reduced to practice in the course of the conduct, or resulting from the performance, of the Research Project, such Party will promptly give notice of such intellectual property to the other Party.

(b) Patent Applications. Within 30 days following the filing of a patent application (including provisional patent applications and each patent application filed corresponding to a previously filed provisional patent application) claiming any Patentable HD Invention, the Research Institution shall give notice to the Foundation setting forth the date of filing of such patent application and shall include with such notice a complete and accurate copy of the patent application filed.

12. Non-Exclusive Licenses.

(a) Non-Exclusive Licenses of Patentable HD Inventions. With respect to each patent (including (i) any patent application, divisional, continuation, continuation-in-part, substitute, renewal, reexamination, extension or reissue in respect of such patent or (ii) any intellectual property rights claimed in respect of such patent) claiming a Patentable HD Invention, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (A) make, have made, use and have used products or processes resulting from such Patentable HD Invention, (B) practice and have practiced such Patentable HD Invention and (C) use and have used the Confidential Information (as defined in Section 14 of this Agreement) relating to such Patentable HD Invention. The foregoing license (1) shall be for HD Research and Development only, (2) shall not include any right to manufacture

for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (3) shall not be subject to royalties or other fees and (4) shall include the right to grant sublicenses on the same terms; provided, that, such sublicense a) is granted without payment of royalties, other fees or profit and b) prohibits the sublicensee from granting sublicenses.

(b) Non-Exclusive Licenses of Other HD Intellectual Property. With respect to any Other HD Intellectual Property, the Research Institution shall, upon the request of the Foundation, grant to the Foundation a non-exclusive, paid-up, irrevocable, perpetual license throughout the world for HD Research and Development including a license to (i) make, have made, use and have used products or processes resulting from such Other HD Intellectual Property, (ii) practice and have practiced such Other HD Intellectual Property and (iii) use and have used the Confidential Information relating to such Other HD Intellectual Property. The foregoing license (A) shall be for HD Research and Development only, (B) shall not include any right to manufacture for sale or sell (including any transfer of services or products made using intellectual property rights, whether or not for consideration, other than a transfer of services or products solely for research and development purposes without fee or profit), (C) shall not be subject to royalties or other fees and (D) shall include the right to grant sublicenses on the same terms; provided, that, such sublicense (1) is granted without payment of royalties, other fees or profit and (2) prohibits the sublicensee from granting sublicenses.

13. Non-Assert Covenant. The Research Institution hereby undertakes not to bring any action or assist others in bringing any action, and undertakes to ensure, by contract or otherwise, that its licensees and assignees of any Patentable Invention or Other Intellectual Property will not bring any action or assist others in bringing any action, against the Foundation, its licensees or assignees of any Patentable HD Invention or Other HD Intellectual Property or any other person on the ground that the practice or use, as the case may be, of (a) the inventions described or claimed in any Patentable HD Invention or (b) Other HD Intellectual Property for HD Research and Development infringes or misappropriates the proprietary rights of the Research Institution, its licensees or assignees in any Patentable Invention or Other Intellectual Property.

Confidential Information; Publicity

14. Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean this Agreement and all information provided by one Party (the "Disclosing Party") to another Party (the "Receiving Party") that is clearly identified as "Confidential" by the Disclosing Party at the time of disclosure. If such transmittal occurs orally, the Disclosing Party will promptly reduce such transmittal to writing, mark and identify it as confidential, and provide such record to the Receiving Party. Specifically excepted from Confidential Information is all information that: (a) was previously known by the Receiving Party other than by reason of disclosure by the Disclosing Party; (b) is

publicly disclosed except by breach of this Agreement either prior to or subsequent to the Receiving Party's receipt of such information; (c) is rightfully received by the Receiving Party from a third party without an express obligation of confidence to the Disclosing Party; (d) is independently developed by the Receiving Party without use or reliance upon Confidential Information provided by the Disclosing Party; (e) is disclosed pursuant to any applicable federal, state, local, or international law, or any judicial or government request, requirement or order, provided that the Receiving Party takes reasonable steps to provide the Disclosing Party with sufficient prior notice in order to allow the Disclosing Party to contest such request, requirement or order; or (f) was provided by the Disclosing Party more than five years prior to disclosure by the Receiving Party (or if the confidential nature of the information was specifically reaffirmed in writing by the Disclosing Party during such five-year period, five years after such reaffirmation).

15. Confidentiality. The Receiving Party shall not disclose any Confidential Information without prior written authorization from the Disclosing Party, except (a) the Foundation may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 7 of this Agreement; (b) the Foundation may disclose Confidential Information in furtherance of the any license contemplated in Section 12 of this Agreement, provided that the Foundation imposes a corresponding obligation of confidentiality on the third party receiving such Confidential Information; and (c) either Party may disclose Confidential Information to the extent expressly permitted by the terms and conditions of Section 16 of this Agreement.

16. Publicity. No Party shall use the name, trademarks, logos, physical likeness or other symbol of another Party (or their employees) for any marketing, advertising, public relations or other purposes without the prior written consent of an authorized representative of the affected Party, except that (a) either Party may make reference to the Foundation's support of the Research Project, provided that, in any such reference, the relationship of the Parties shall be accurately and appropriately described and (b) either Party may disclose, without the other Party's approval, (i) the existence of this Agreement; (ii) a general summary of the subject matter of the Research Project; (iii) the aggregate dollar amount of financial support to be provided under this Agreement; and (iv) any specific terms of this Agreement that are a matter of public record except by breach of this Agreement.

Representations and Covenants

17. Representations and Covenants. The Research Institution hereby agrees to each of the following:

    (a) Compliance with Law. The Research Project will be conducted in compliance with all applicable federal, state, local, international, health authority and institutional laws, rules, regulations, orders and guidelines.

    (b) Reports. The Research Institution shall provide the Foundation with (i) written progress reports in respect of the Research Project within 30 days of the end of

each consecutive six-month period during the period beginning on the Start Date specified in Appendix A and continuing until the End Date specified in Appendix A and (ii) a final written progress report in respect of the Research Project within 30 days of the End Date specified in Appendix A (or, if in accordance with Section 2(d) of this Agreement funding for any subsequent budget period of the Research Project is not to be provided by the Foundation, then within 30 days of the end of the budget period of the Research Project then being funded by the Foundation). Each progress report shall (A) provide a reasonably detailed description of the status and progress (including a reasonably detailed analysis of milestones achieved or not achieved) of the Research Project for the six-month period covered by such progress report and (B) include a copy of all Results and underlying data.

(c) Audit; Access. The Research Institution shall provide the Foundation with a financial report detailing the use of all funds expended under this Agreement within 60 days of the end of each budget period specified in Appendix A. At reasonably convenient times and dates, (i) the Foundation and its representatives shall have the right to audit the Research Institution's compliance with this Agreement; provided, however, the Foundation shall not be entitled to exercise such audit rights more than one time during any calendar year and (ii) the Research Institution will provide the Foundation and its representatives with reasonable access to the Research Project facilities, data and personnel (including the Researcher) in order to assess the progress of the Research Project; provided, however, the Foundation shall not be entitled to exercise its access rights more than two times during any calendar year. The Foundation shall be responsible for any expenses incurred by the Foundation in connection with its exercise of the audit and access rights set forth in this Section 17(c).

(d) Permits and Approvals. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has obtained all, and will use its best efforts to obtain all future assignments, permits, consents and other approvals necessary for the Research Institution to perform its obligations and convey the rights granted under this Agreement.

(e) Conflicting Obligations. To the best knowledge of each of the Researcher and the Research Institution, the Research Institution has not granted and will not knowingly grant any right, and has not entered into and will not knowingly enter into any agreement or understanding that conflicts with the Research Institution's obligations or the Foundation's rights under this Agreement.

(f) Capital Equipment. If (i) the Budget includes funds to purchase property specifically identified as "capital equipment" on Appendix A and (ii) either (A) the Research Institution ceases to conduct research supported by the Foundation or (B) the Research Institution continues to conduct research supported by the Foundation but no longer requires the use of such capital equipment in connection with such research, then, at the request of the Foundation, the Research Institution

shall transfer title to such capital equipment for nominal consideration to the Foundation or as the Foundation may otherwise direct. Any such capital equipment shall be relocated as directed by the Foundation at the Foundation's expense and risk of loss.

(g) Research Materials. Subject to any other material transfer agreements, the Research Institution shall, upon the request of the Foundation, make any reagents, cell lines, compounds, animal models or other materials produced in the course of the conduct, or resulting from the performance, of the Research Project ("Research Materials") available to third parties under the terms of the material transfer agreement attached hereto as Exhibit 1. Subject to any other material transfer agreements, the Research Institution shall, upon the request of the Foundation, make any Research Materials available to the Foundation under the terms of the material transfer agreement attached hereto as Exhibit 2.

(h) Research Team. The Research Project shall only be conducted by individuals (including the Researcher) who have agreed to assign any rights they may acquire in any resulting intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement. The Research Institution shall cause any such individual to assign any such intellectual property to the Research Institution so that the Research Institution may perform its obligations under this Agreement.

(i) Responsibility for Breaches by the Researcher. The Research Institution hereby acknowledges and agrees that (i) the failure by the Researcher to (A) discharge the obligations of the Researcher set forth in this Agreement or (B) comply with the provisions set forth in this Agreement applicable to the Researcher (including Section 14 and Section 15 of this Agreement to the extent that the Researcher is a Receiving Party of Confidential Information) shall constitute a breach of this Agreement by the Research Institution and (ii) the Research Institution shall be liable to the Foundation for any such breach.

(j) Further Assurances. The Research Institution shall execute such further documents, instruments, licenses and assurances and take such further actions as the Foundation may reasonably request from time to time to better enable the Foundation to exercise its rights under this Agreement.

Payments; Use of Funds

18. Payments. Subject to the terms and conditions of this Agreement, payments will be remitted to the Research Institution in currency specified in the Budget at the address for payment, or by wire transfer at the account information provided by the Research Institution, as set forth in Appendix A and shall include a reference to the Researcher.

19. Use of Funds. Unless otherwise agreed to by the Foundation pursuant to a notice delivered to the Research Institution in accordance with this Agreement, all funds

provided by the Foundation will be used in accordance with the Budget and for no other purpose. Except to the extent expressly set forth in the Budget, the Research Institution confirms that it has agreed to waive its indirect and/or overhead costs on the Research Project. The Research Institution hereby further agrees that, except to the extent expressly set forth in the Budget, no financial support provided by the Foundation under this Agreement shall be used to pay for the Research Institution's indirect and/or overhead costs.

Term; Termination; Effect of Termination

20. Term; Termination; Effect of Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the later to occur of (i) the End Date specified in Appendix A (or, if in accordance with Section 2(d) of this Agreement funding for any subsequent budget period of the Research Project is not to be provided by the Foundation, the end of the budget period of the Research Project then being funded by the Foundation) and (ii) the date on which the final written progress report on the status and progress of the Research Project submitted by the Research Institution pursuant to Section 17(b) of this Agreement is approved by the Foundation (such approval not to be unreasonably withheld), unless earlier terminated in accordance with the terms hereof.

(b) Termination by the Foundation. The Foundation may, by giving notice to the Research Institution, elect to terminate this Agreement and discontinue the Research Project upon the occurrence and continuation of any of the following events:

(i) Non-Curable Conditions; Force Majeure Event. The occurrence and continuation of any of the events described in Section 4(a) through Section 4(d) of this Agreement. A Force Majeure Event occurs in which the Research Institution is the Impacted Party and the Research Institution's failure or delay to perform any of its obligations under this Agreement remains uncured for a period of 30 days following the Foundation's receipt of the Force Majeure Notice from the Research Institution.

(ii) Breach of this Agreement. If the Research Institution or the Researcher defaults in the performance of any of their respective obligations under this Agreement (including failing to deliver progress reports required to be provided by the Research Institution pursuant to, and in accordance with, Section 17(b) of this Agreement) and such default is not remedied within 45 days of the receipt by the Research Institution of notice of such default from the Foundation.

(c) Termination by the Research Institution. The Research Institution may, by giving notice to the Foundation, elect to terminate this Agreement and discontinue the

Research Project upon the occurrence and continuation of any of the following events:

(i) Researcher; Force Majeure Event. The Researcher dies, suffers an incapacitating accident or illness, or leaves the employ of the Research Institution. A Force Majeure Event occurs in which the Foundation is the Impacted Party and the Foundation's failure or delay to perform any of its obligations under this Agreement remains uncured for a period of 30 days following the Research Institution's receipt of the Force Majeure Notice from the Foundation.

(ii) Breach of this Agreement. If the Foundation defaults in the performance of any of its obligations under this Agreement and such default is not remedied within 45 days of the receipt by the Foundation of notice of such default from the Research Institution.

(d) Effect of Termination.

(i) In the event (A) the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 20(b)(i) of this Agreement or (B) the Research Institution elects to terminate this Agreement and discontinue the Research Project pursuant to Section 20(c) of this Agreement, (1) the Foundation shall only be obligated to provide financial support to the Research Institution for the Research Project under this Agreement in an amount necessary to pay for all outstanding non-terminable or non-cancelable obligations (whether such obligation is due and payable before, on or after the date of termination of this Agreement) incurred by the Research Institution up to the date of the occurrence of the event giving rise to the Foundation's right to terminate this Agreement under Section 20(b)(i) of this Agreement or the Research Institution's right to terminate this Agreement under Section 20(c) of this Agreement, as the case may be, and (2) the Research Institution shall pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to the amount all funds previously advanced to the Research Institution under this Agreement but unused through the date of termination of this Agreement in excess of the amount of financial support the Foundation is obligated to provide to the Research Institution under (1) above.

(ii) In the event the Foundation elects to terminate this Agreement and discontinue the Research Project pursuant to Section 20(b)(ii) of this Agreement, (A) the Foundation shall not be obligated to advance any further financial support to the Research Institution for the Research Project under this Agreement; (B) the Foundation shall not be obligated to pay for any outstanding non-terminable or non-cancelable obligations incurred by the Research Institution through the date of termination of this

Agreement; and (C) the Research Institution shall pay to the Foundation, within 60 days of the date of termination of this Agreement, an amount equal to the amount all funds previously advanced to the Research Institution under this Agreement but unused up to the date of termination of this Agreement.

(e) Facilitation of Continued Research. Upon any termination of this Agreement, if requested by the Foundation, the Research Institution will use its reasonable efforts to facilitate the continuance of the Research Project elsewhere.

(f) Survival of Certain Provisions.

(i) Limited Survival of Certain Provisions. This Section 20(f)(i) (Limited Survival) and Section 14 (Confidential Information), Section 15 (Confidentiality), Section 17(b) (Reports), Section 17(c) (Audit; Access) and Section 20(e) (Facilitation) of this Agreement shall survive the termination of this Agreement for a period of five years.

(ii) Indefinite Survival of Certain Provisions. This Section 20(f)(ii) (Survival) and Section 2(b)(ii) (Subcontracting), Section 2(c) (Force Majeure), Section 2(e) (Foundation Provided Materials), Section 5 (Definitions), Section 6 (Publication), Section 7 (CHDI Research Group), Section 8 (Definitions), Section 9 (Ownership), Section 10 (Inventorship), Section 11 (Disclosure of Inventions and Patent Filings), Section 12 (Licenses), Section 13 (Non-Assert), Section 16 (Publicity), Section 17(f) (Capital Equipment), Section 17(g) (Research Materials), Section 17(i) (Responsibility for Breaches by the Researcher), Section 17(j) (Further Assurances), Section 20(d) (Effect of Termination), Section 23 (Notices), Section 24 (Indemnity), Section 25 (Alternate Dispute Resolution), Section 26 (Assignment), Section 27 (Entire Agreement), Section 28 (No Waiver), Section 29 (Severability), Section 30 (Interpretation), Section 31 (Governing Law) and Section 32 (Strict Construction) of this Agreement shall survive the termination of this Agreement indefinitely.

Miscellaneous

21. Independent Contractor. The Research Institution is acting as an independent contractor and not an agent, joint venturer or partner of the Foundation.

22. Independent Research. Nothing in this Agreement shall be construed to limit the freedom of the Research Institution to engage in similar inquiries made independently under other grants, contracts or agreements with parties other than the Foundation.

23. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the Party at its address

set forth in Appendix A or such other address as the Party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.

24. Indemnity.

(a) Indemnification by the Foundation. The Foundation shall indemnify the Research Institution, including, as applicable, its members, trustees, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Research Institution (and/or such other related persons) as a result of the Foundation's negligence, willful misconduct or breach of this Agreement.

(b) Indemnification by the Research Institution. The Research Institution shall indemnify the Foundation, including, as applicable, its members, directors, employees and agents, against any and all losses, costs and damages (including reasonable legal fees) suffered by the Foundation (and/or such other related persons) as a result of the Research Institution's or the Researcher's negligence, willful misconduct or breach of this Agreement.

25. Alternative Dispute Resolution.

(a) Mediation. If a dispute arises out of or relates to this Agreement, or breach thereof, and the dispute is not resolved by negotiation, the Parties hereby agree to try in good faith to settle the dispute through mediation. Either Party to the dispute may give notice to the other Party of such Party's desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given. The Parties must jointly appoint a mutually acceptable mediator. The mediation shall take place in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties). If the Parties are unable to agree upon the appointment of a mediator within 10 days after a Party has given notice of a desire to mediate the dispute, either Party may apply in writing to the organization or person agreed to by the Parties in writing, for appointment of a mediator. The Parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a Party for representation by counsel. If the dispute is not resolved in this manner within 30 days after the commencement of mediation, either Party may submit the dispute to arbitration pursuant to the terms of this Agreement. The Parties agree that any and all such proceedings shall be confidential.

(b) Arbitration. In the event that the parties do not resolve the dispute through mediation as provided above, such dispute arising out of or relating to this Agreement, or breach thereof, shall be settled by a single arbitrator in an arbitration in Boston, MA, Chicago, IL, Los Angeles, CA or New York, NY (as is most convenient to both the Parties) administered by JAMS under (i) its

Comprehensive Arbitration Rules and Procedures if the arbitration is held in New York, NY or (ii) the JAMS International Arbitration Rules if the arbitration is held in Prague, Czech Republic. The award rendered by the arbitrator shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction thereof if reasonably necessary for enforcement. The Parties agree that, notwithstanding anything to the contrary in such rules, any and all such proceedings shall be confidential.

26. Assignment. The Research Institution may not assign this Agreement without the written consent of the Foundation. The Foundation may assign this Agreement so long as the assignee expressly assumes in writing the Foundation's obligations in this Agreement.

27. Incorporation of Addenda, Appendices and Exhibits; Entire Agreement; Amendment. The addenda, appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any addendum, appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the Parties relating to the Research Project and all prior understandings and agreements relating to the Research Project are superseded hereby. This Agreement may not be amended except by a document signed by the Research Institution and the Foundation.

28. No Waiver. Any failure of a Party to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the Party against whom such waiver is sought to be enforced. A waiver by any of the Parties of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.

29. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

30. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

31. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

32. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any of the Parties by virtue of the authorship of any of the provisions of this Agreement.

33. Counterparts. This Agreement may be signed, including by the exchange of the signed Agreement by electronic means (e.g., DocuSign, exchange of .PDF files via email), in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument. The parties hereto acknowledge and agree that the exchange of the signed Agreement by such electronic means shall have the same legal value and probative force as the exchange of original signatures, and that in the event of any dispute or claim arising out of this Agreement, each of the parties hereby waives the right to invoke any defense and/or waiver based on the signature and transmission of an original in any such electronic form.

*** * * * ***

In witness to the foregoing, the Parties have executed this Research Agreement as of the date first written above.

FOUNDATION:

CHDI Foundation, Inc.

By: [redacted]
Na
Title:

RESEARCH INSTITUTION:

Institute of Animal Physiology and
Gen [redacted]

By: [redacted]
Name: Ing. Michal Kubelka, Ph.D.
Title: Director

The undersigned hereby agrees that I am the Researcher as defined in this Agreement. I also agree to be bound by the provisions of Section 6 and Section 7 and each of Section 14 and Section 15 of this Agreement to the extent that I am the "Receiving Party" of "Confidential Information" (both as defined in the Agreement). I hereby acknowledge that I have read this Agreement and further acknowledge that certain actions by me or my failure to perform certain actions shall constitute a breach of this Agreement by the Research Institution. I hereby assign, and agree to assign, to the Research Institution any and all right, title and interest I have in and to all my interest in the Patentable HD Invention and Other HD Intellectual Property.

RESEARCHER:

[redacted]

Appendix A To Research Agreement

Foundation				
Name:	CHDI Foundation, Inc.		Telephone:	212-660-8102
Contact Person/Title:	Ruth Basu / Chief Administrative Officer		Fax:	212-239-2101
Address:	c/o CHDI Management, Inc. 350 Seventh Avenue Suite 200 New York, NY 10001		E-Mail:	ruth.basu@chdifoundation.org
Research Institution				
Name:	Institute of Animal Physiology and Genetics ASCR, v.v.i.		Telephone:	+420 315 639 591
Contact Person/Title:	Michal Kubelka / Director of IAPG CAS, v.v.i.		Fax:	+420 315 639 510
Address:	Rumburska 89 277 21 Libechov Czech Republic		E-Mail:	kubelka@iapg.cas.cz
Account Information:	Account number: 19-8264720227/0100 Address of the bank: Komerční banka a.s., Nám. Míru 26, 276 01 Mělník IBAN: CZ53 0100 0000 1982 6472 0227 SWIFT: KOMBCZPPXXX			
Researcher				
Name:	Zdenka Ellederova, Ph.D.		Telephone:	+420 315 639 570
Title:	Head of Laboratory of Cell Regeneration and Plasticity		Fax:	+420 315 639 510
Address:	Rumburska 89 277 21 Libechov Czech Republic		E-Mail:	ellederova@iapg.cas.cz

Research Project – Title, Start Date and End Date

Research Project Title:	Phenotypic Studies of the Huntington's Disease Knock –in Minipig Model-prolongation
Research Project Start Date:	May 1, 2022
Research Project End Date:	April 30, 2024

Research Project – Budget Summary[(1)(2)]

Local Currency CZK	**Period 1** **05/01/22 - 04/30/23**	**Period 2** **05/01/23 - 04/30/24**
Item	Amount	Amount
Personnel	1,716,000	1,716,000
Consumables	1,101,162	883,742
Animal Costs	18,000	18,000
Reimbursable Costs[(3)]	0	844,794
Other Costs	1,085,500	1,085,500
Total Direct Costs for Period	3,920,662	4,548,036
Total Indirect/Overhead Costs for Period[(4)]	422,574	389,961
Total Budget for Period	4,343,236	4,937,997
Total Budget for Period (excluding Reimbursable Costs)	4,343,236	4,093,203
Total Budget		**9,281,233**
Total Budget (excluding Reimbursable Costs)		**8,436,439**

(1) See the attached detailed budget description in respect of each budget period for detailed information relating to the budgeted line items.

(2) Provided that total expenditures do not exceed the total budget for the period, within a budget period the Researcher and the Research Institution may, without the prior written consent of the Foundation, expend up to 105% of the amount originally budgeted for an individual line item in the attached detailed budget. This does NOT apply to the following line items: Principal Investigator Personnel Cost, Reimbursable Costs, Travel, and Indirect/Overhead Costs. Any line item expenditures exceeding 105% of the amount originally budgeted require prior written consent of the Foundation notwithstanding the fact that total expenditures do not exceed the total budget for the period.

(3) All Reimbursable Costs require the submission of an invoice from the Research Institution accompanied by appropriate receipts evidencing payment amount and date.

(4) Total Indirect/Overhead Costs are calculated as 15% (or such lower indirect/overhead rate applicable to the Research Institution) of the sum of total budgeted Personnel and Consumables costs. Total Indirect/Overhead Costs are subject to adjustment based upon total actual Personnel and Consumables expenditures; provided, however, the amount of Total Indirect/Overhead Costs payable by the Foundation in respect of a budget period will be the lower of (a) the original amount set forth in the Budget for such budget period and (b) 15% of the sum of the actual Personnel and Consumables costs for such budget period.

Research Project – Detailed Budget – Budget Period 1
05/01/22 - 04/30/23

Local Currency CZK

Personnel

		Project Role	Annual Salary	Annual Fringe Benefits Cost	Annual FTE Amount	Line Item Amount
[redacted]		researcher-AimI	750,000	30.00%	40.00%	390,000
		researcher-AimII	750,000	30.00%	30.00%	292,500
		researcher-AimII	750,000	30.00%	30.00%	292,500
		researher-Aim III	750,000	30.00%	30.00%	292,500
		researcher-Aim III	750,000	30.00%	30.00%	292,500
		PI, researcher Aim I and Aim III	800,000	30.00%	15.00%	156,000
					Total Personnel	**1,716,000**

Consumables

Line Item Description	Line Item Amount
Tissue culture reagents (media, antibiotics, etc.)	41,766
Molecular biology reagents	172,025
Antibodies	175,760
Chemicals/Pharmaceuticals	207,343
Test Kits/Tools	264,426
Supplies (surgical supplies; general lab supplies; plasticware; glassware; pipettes; filtering; personal protection/sterility)	239,842
Total Consumables	**1,101,162**

Animal Costs

Type	Source	# Animals	Cost per Animal	Line Item Amount
Acquisition	No line items			0

Type	Unit Type	Line Item Amount
Housing	Animals	0
Housing	Cages	0

Type	Line Item Description	Line Item Amount

Miscellaneous	transport of pigs and people from stable to stable and to veterinary clinic for MRI scan	18,000
	Total Animal Costs	**18,000**

Reimbursable Costs[1]

Type	Line Item Description	Line Item Amount
Equipment[2]	No line items	0
Htt Quantitation Assay Services	No line items	0
Other Reimbursable Costs	No line items	0
	Total Reimbursable Costs	**0**

Other Costs

Line Item Description	Line Item Amount
NovaSeq 2x150 SP (700-800M reads/line) 2 lines + QC for 2 libraries	136,000
HPST analysis of RNAseq data	49,500
MRI scan, settings, analysis per 10 animals	900,000
Total Other Costs	**1,085,500**
Total Direct Costs	**3,920,662**
Total Indirect/Overhead Costs[3]	**422,574**
Total Budget	**4,343,236**
Total Budget (excluding Reimbursable Costs)	**4,343,236**

[1] All Reimbursable Costs require the submission of an invoice from the Research Institution accompanied by appropriate receipts evidencing payment amount and date.

[2] All purchased equipment shall be deemed "capital equipment" for purposes of Section 17(f) of this Agreement.

[3] Total Indirect/Overhead Costs are calculated as 15% (or such lower indirect/overhead rate applicable to the Research Institution) of the sum of total budgeted Personnel and Consumables costs. Total Indirect/Overhead Costs are subject to adjustment based upon total actual Personnel and Consumables expenditures; provided, however, the amount of Total Indirect/Overhead Costs payable by the Foundation in respect of a budget period will be the lower of (a) the original amount set forth in the Budget for such budget period and (b) 15% of the sum of the actual Personnel and Consumables costs for such budget period.

Research Project – Detailed Budget – Budget Period 2

Detailed Budget - Budget Period Two
05/01/23 - 04/30/24

Local Currency CZK

Personnel

		Project Role	Annual Salary	Annual Fringe Benefits Cost	Annual FTE Amount	Line Item Amount
[redacted]		Researcher Aim I	750,000	30.00%	40.00%	390,000
		Researcher Aim II	750,000	30.00%	30.00%	292,500
		Researcher Aim II	750,000	30.00%	30.00%	292,500
		Researcher Aim III	750,000	30.00%	30.00%	292,500
		Researcher Aim III	750,000	30.00%	30.00%	292,500
		PI, Researcher I-III	800,000	30.00%	15.00%	156,000
					Total Personnel	**1,716,000**

Consumables

Line Item Description	Line Item Amount
Tissue culture reagents (media, antibiotics, etc.)	28,266
Molecular biology reagents	95,825
Antibodies	154,260
Chemicals/Pharmaceuticals	191,715
Test Kits/Tools	233,458
Supplies (surgical supplies; general lab supplies; plasticware; glassware; pipettes; filtering; personal protection/sterility)	180,218
Total Consumables	**883,742**

Animal Costs

Type	Source	# Animals	Cost per Animal	Line Item Amount
Acquisition	No line items			0

Type	Unit Type	Line Item Amount
Housing	Animals	0
Housing	Cages	0

Type	Line Item Description	Line Item Amount

Miscellaneous	transport of pigs and people from one stable to another, and to the veterinary clinic for MRI scan	18,000
	Total Animal Costs	**18,000**

Reimbursable Costs[(1)]

Type	Line Item Description	Line Item Amount
Equipment[(2)]	No line items	0
Htt Quantitation Assay Services[(3)]	Evotec	828,794
Htt Quantitation Assay Services[(4)]	Shipping Costs	16,000
Other Reimbursable Costs	No line items	0
	Total Reimbursable Costs	**844,794**

Other Costs

Line Item Description	Line Item Amount
HPST analysis of RNAseq data	49,500
NovaSeq 2x150 SP (700-800M reads/line) 2 lines + QC for 2 libraries	136,000
MRI scan, setting and analysis per 10 pigs	900,000
Total Other Costs	**1,085,500**
Total Direct Costs	**4,548,036**
Total Indirect/Overhead Costs[(5)]	**389,961**
Total Budget	**4,937,997**
Total Budget (excluding Reimbursable Costs)	**4,093,203**

[(1)] All Reimbursable Costs require the submission of an invoice from the Research Institution accompanied by appropriate receipts evidencing payment amount and date.

[(2)] All purchased equipment shall be deemed "capital equipment" for purposes of Section 17(f) of this Agreement.

[(3)] The cost of the Htt Quantitation Assay Services by Evotec will be paid by the Research Institution. The Foundation will reimburse the actual amount paid by the Research Institution in the Agreement currency for such services up to the Agreement currency equivalent of the quoted cost per sample as set forth in Schedule 1, or such adjusted rate agreed to between the Foundation and Evotec on an annual basis, as of the date of payment to Evotec.

[(4)] The cost of shipping Htt Quantitation Assays to Evotec will be paid by the Research Institution. The Foundation will reimburse the actual amount paid by the Research Institution in the Agreement currency equivalent of each shipment.

[(5)] Total Indirect/Overhead Costs are calculated as 15% (or such lower indirect/overhead rate applicable to the Research Institution) of the sum of total budgeted Personnel and Consumables costs. Total Indirect/Overhead Costs are subject to adjustment based upon total actual Personnel and Consumables expenditures; provided, however, the amount of Total Indirect/Overhead Costs payable by the Foundation in respect of a budget period will be the lower of (a) the original amount set forth in the Budget for such budget period and (b) 15% of the sum of the actual Personnel and Consumables costs for such budget period.

Research Project – Fixed Payments

Payment Number	Payment Amount	Date(s) and/or Condition(s) of Payment
Payment 1	CZK Kč 1447745	Execution of this Agreement by the Parties.
Payment 2	CZK Kč 1447745	Submission of an interim progress report in respect of the Research Project activity during the period from 05/01/22 through 10/31/22 reasonably acceptable to the Foundation. Achievement of the milestones in respect of the period from 05/01/22 through 10/31/22 as set forth in the Description of the Research Project attached hereto as Appendix B to the reasonable satisfaction of the Foundation.
Payment 3	CZK Kč 1447746	Submission of an interim progress report in respect of the Research Project activity during the period from 11/01/22 through 04/30/23 reasonably acceptable to the Foundation. Achievement of the milestones in respect of the period from 11/01/22 through 04/30/23 as set forth in the Description of the Research Project attached hereto as Appendix B to the reasonable satisfaction of the Foundation. Submission of a financial audit report in respect of the budget period beginning 05/01/22 and ending 04/30/23 reasonably acceptable to the Foundation.
Payment 4	CZK Kč 1,364,401	The Foundation has not given notice to the Research Institution pursuant to Section 2(d) of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project.
Payment 5	CZK Kč 1,364,401	The Foundation has not given notice to the Research Institution pursuant to Section 2(d) of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project. Submission of an interim progress report in respect of the Research Project activity during the period from 05/01/23 through 10/31/23 reasonably acceptable to the Foundation. Achievement of the milestones in respect of the period from 05/01/23 through 10/31/23 as set forth in the Description of the Research Project attached hereto as Appendix B to the reasonable satisfaction of the Foundation.

Payment 6	CZK Kč 1,364,401	The Foundation has not given notice to the Research Institution pursuant to Section 2(d) of this Agreement that the Foundation has determined not to provide financial support for Budget Period 2 of the Research Project. Submission of a final progress report in respect of the Research Project activity during the period from 11/01/23 through 04/30/24 reasonably acceptable to the Foundation. Achievement of the milestones in respect of the period from 11/01/23 through 04/30/24 as set forth in the Description of the Research Project attached hereto as Appendix B to the reasonable satisfaction of the Foundation. Submission of a financial audit report in respect of the budget period beginning 05/01/23 and ending 04/30/24 reasonably acceptable to the Foundation.
Total Payments	CZK Kč 8,436,439	

Research Project – Reimbursable Payments

Item #	Payment Amount	Date(s) and/or Condition(s) of Payment
Item 1	CZK Kč 828,794	Execution of this Agreement by the Parties. Submission of appropriate invoice and shipping receipts evidencing the payment for the Evotec services described in the attached detailed budget for Budget Period 2
Total Reimbursement Payments	CZK Kč 828,794 (1)(2)(3)	

(1) The cost of the Htt MSD Assay by Evotec will be billed and paid by the Research Institution in CZK, The Foundation will reimburse the actual CZK amount paid by the Research Institution for such services up to the CZK equivalent of the cost per sample in Euros as set forth in Schedule 1, or such adjusted rate agreed to between the Foundation and Evotec on an annual basis, as the date of payment to Evotec.

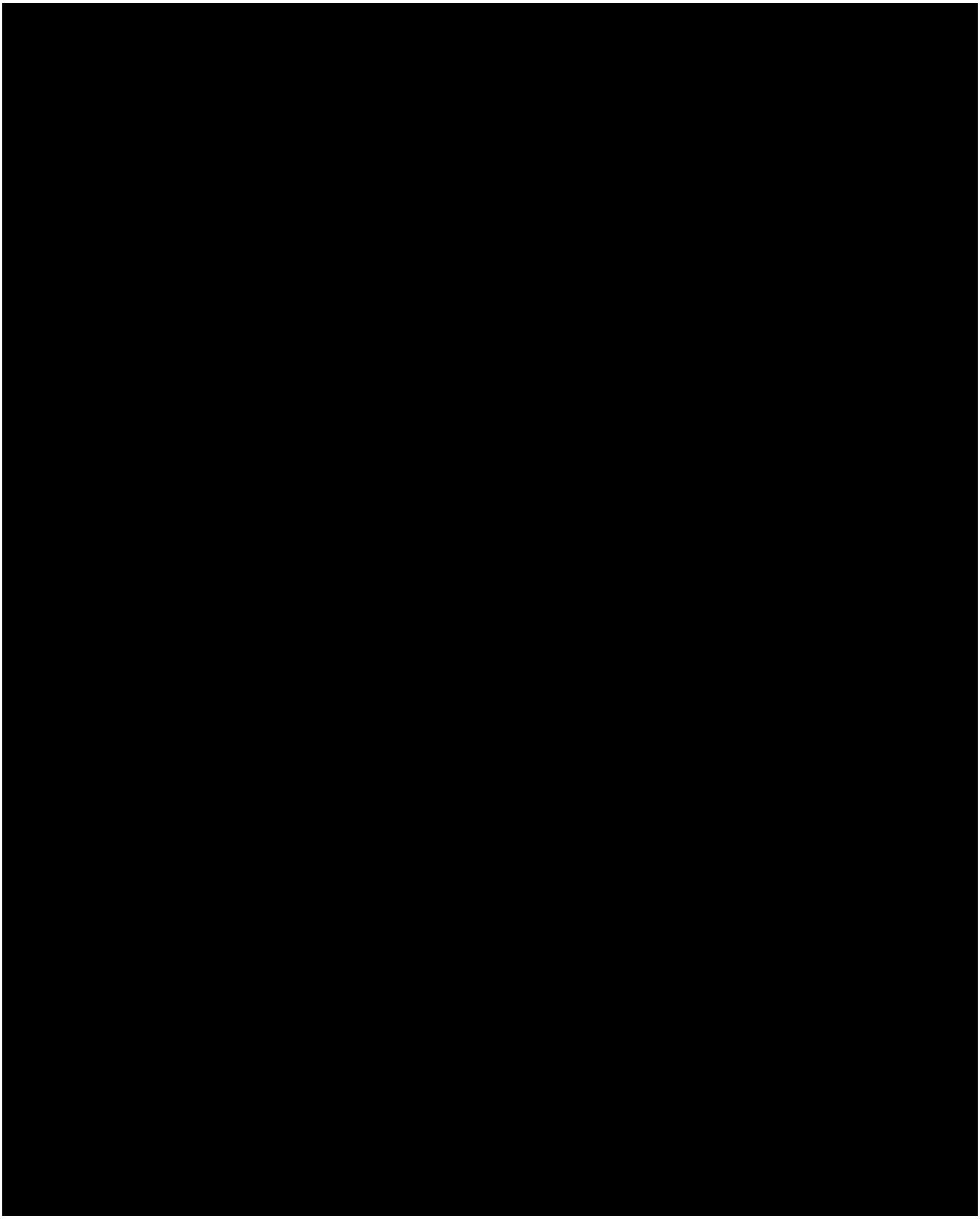
(2) The cost of the Singulex Assay by Evotec will be billed and paid by the Research Institution in CZK, The Foundation will reimburse the actual CZK amount paid by the Research Institution for such services up to the CZK equivalent of the cost per sample in Euros as set forth in Schedule 1, or such adjusted rate agreed to between the Foundation and Evotec on an annual basis, as the date of payment to Evotec.

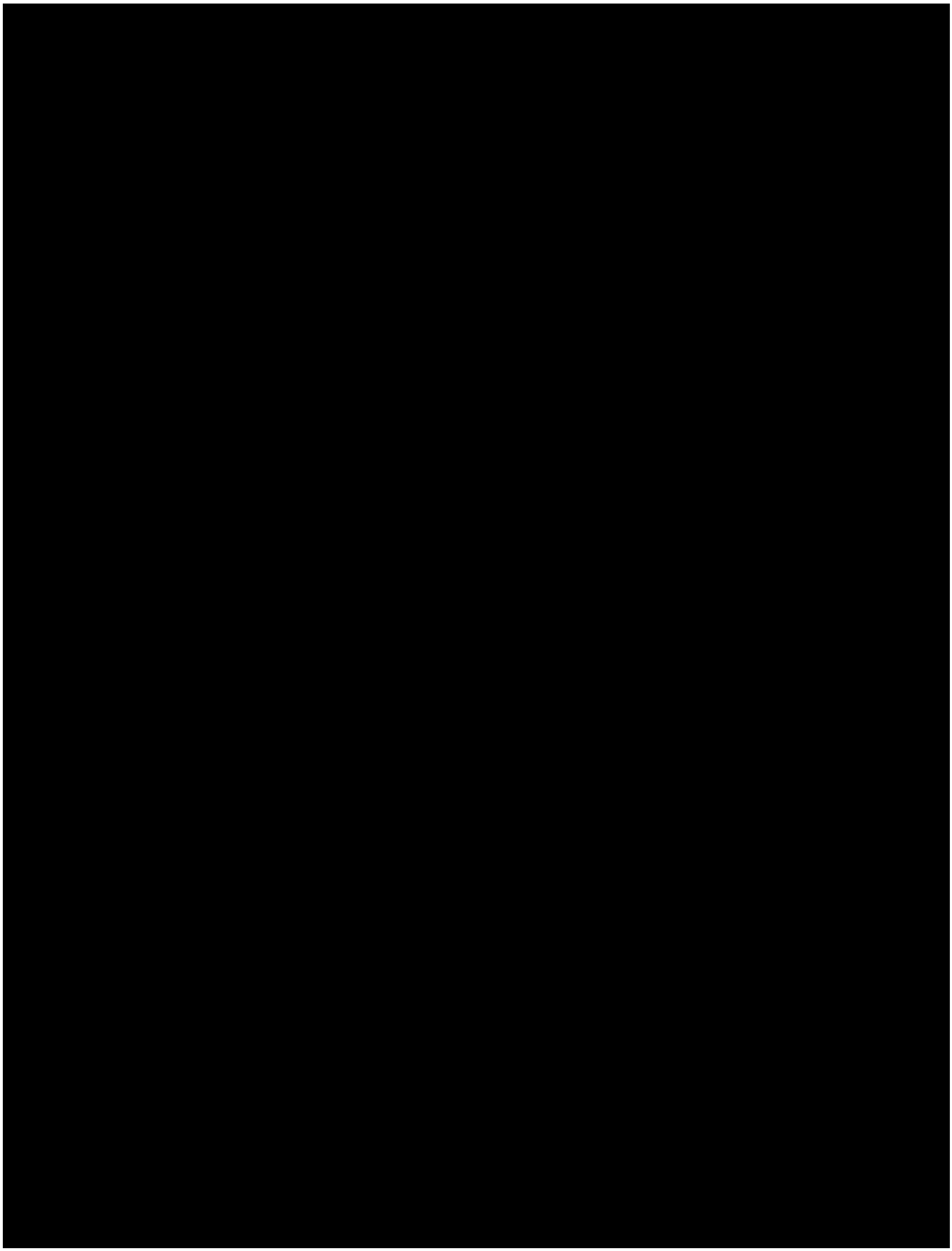
(3) The cost of shipping samples to Evotec will be billed and paid by the Research Institution in CZK. The Foundation will reimburse the actual USD amount paid by the Research Institution for such services up to the CZK equivalent of 16,000 per shipment as of the date of payment to Evotec.

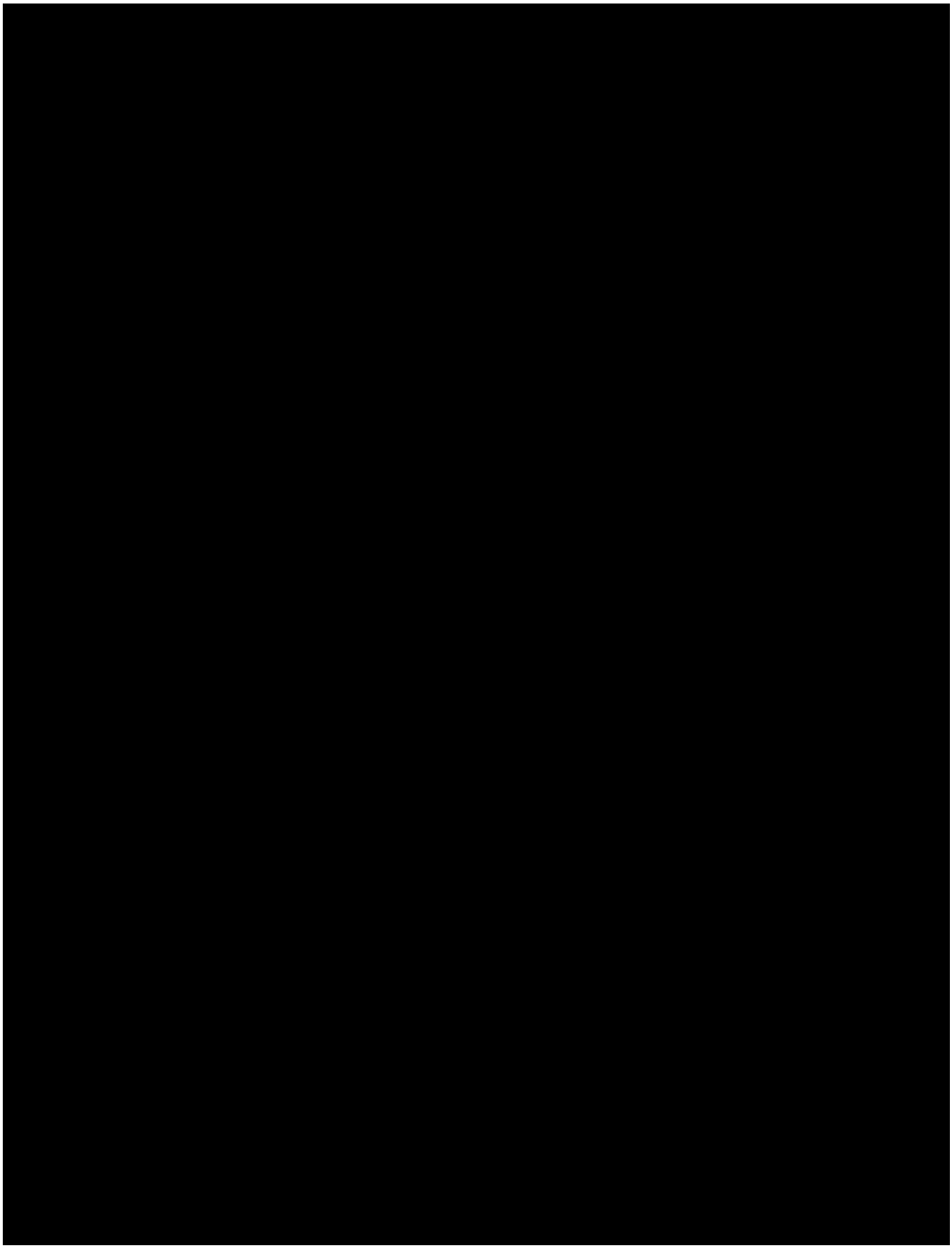
Execution Copy

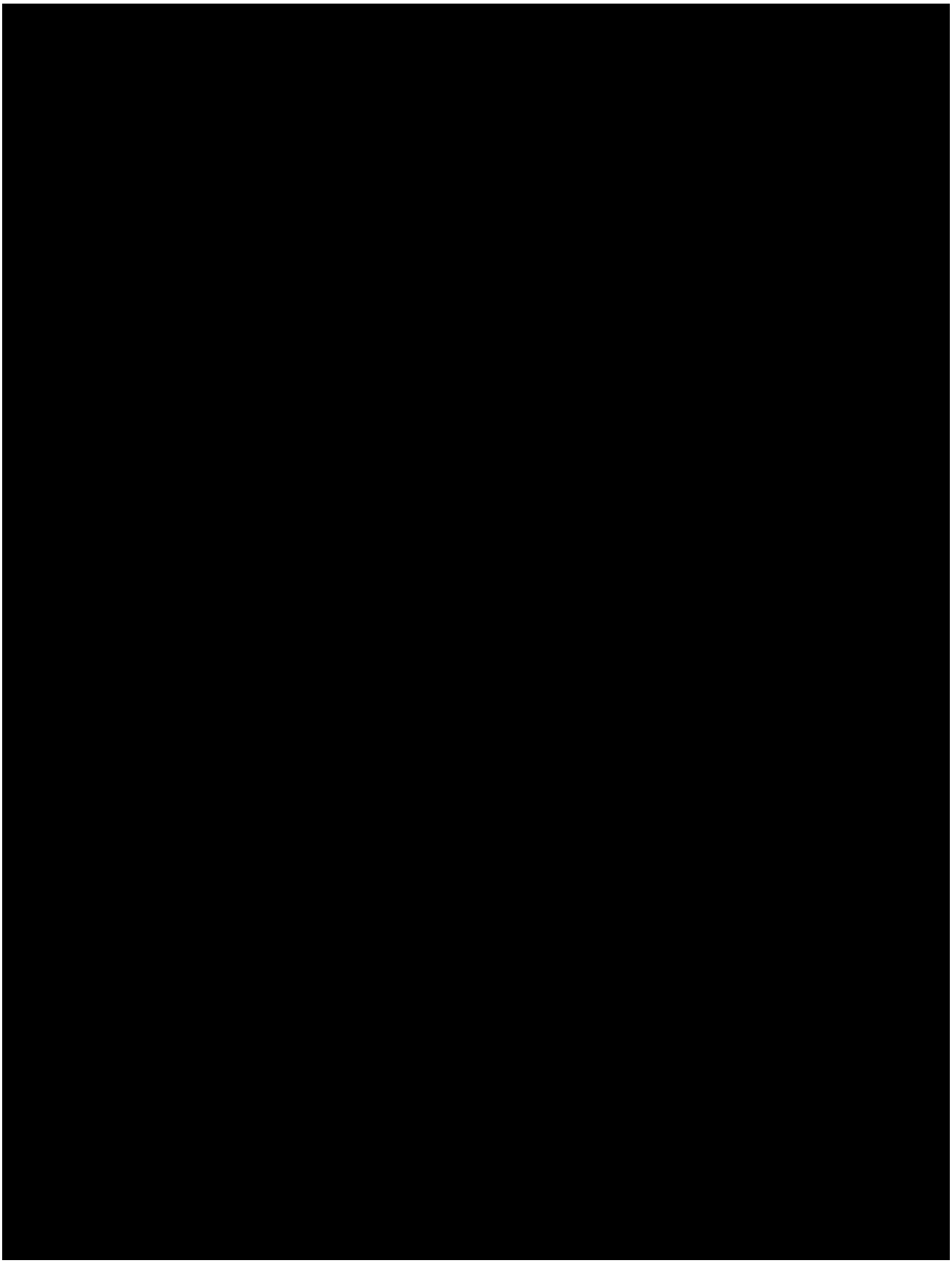
Appendix B to Research Agreement

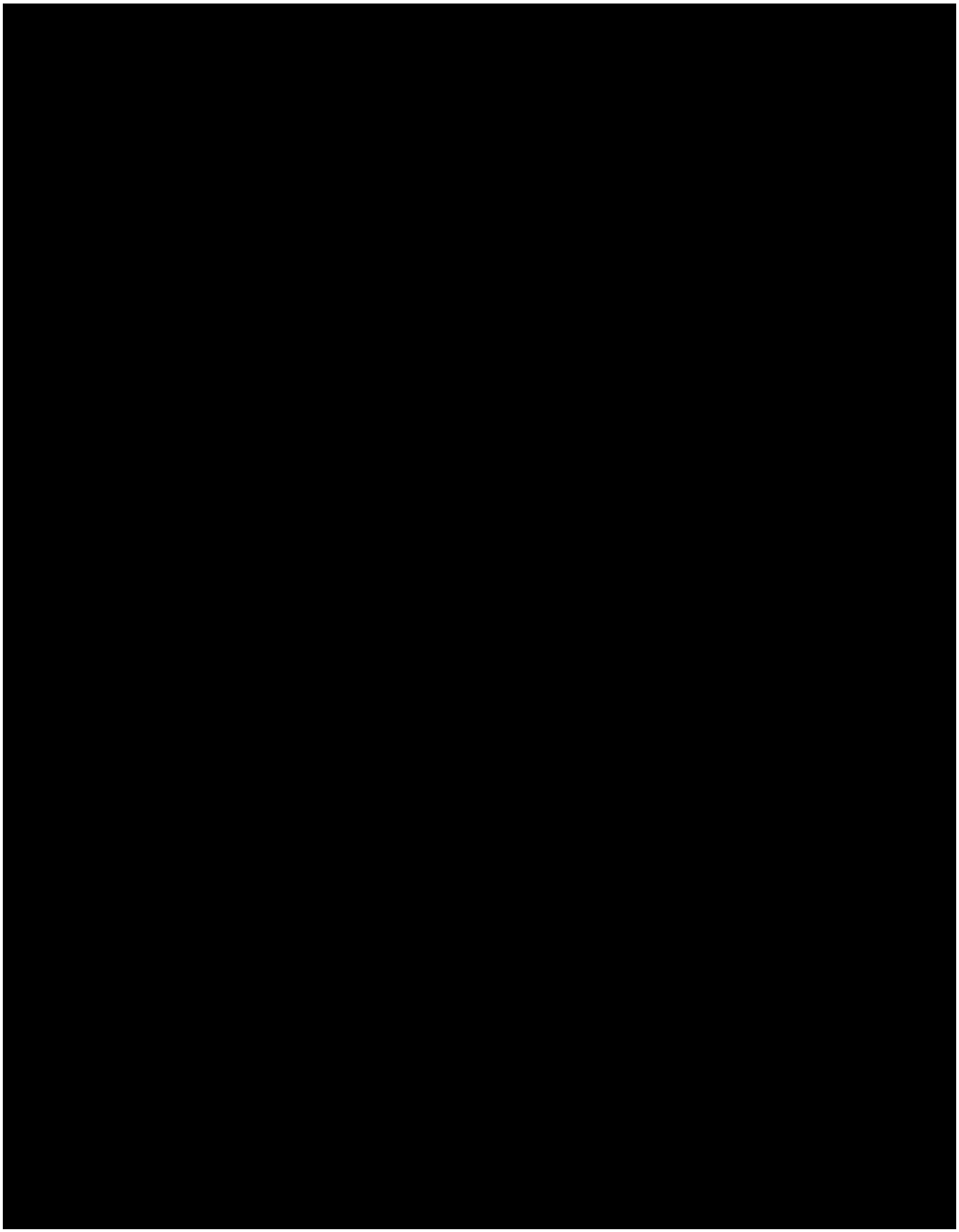
(Description of Research Project)

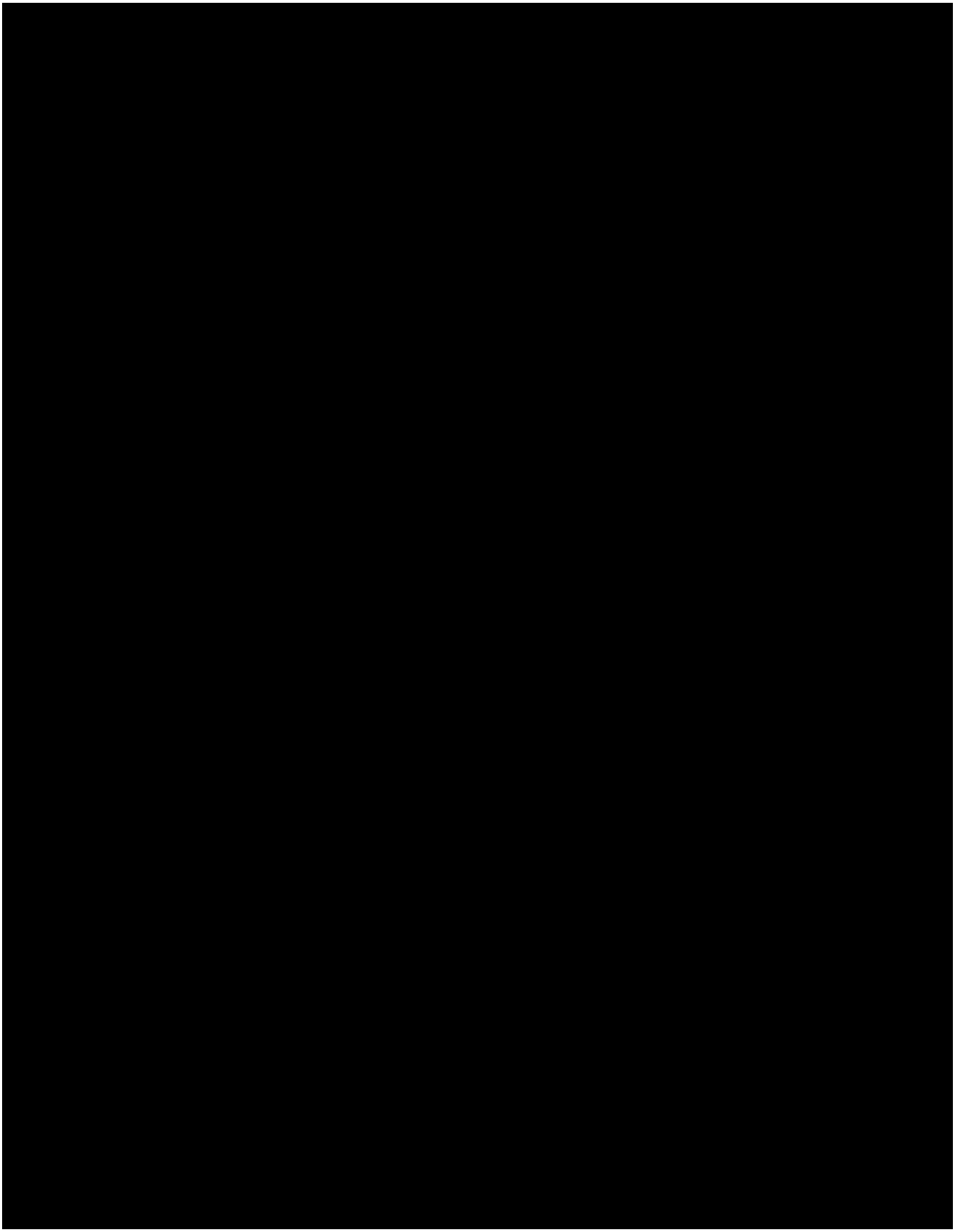


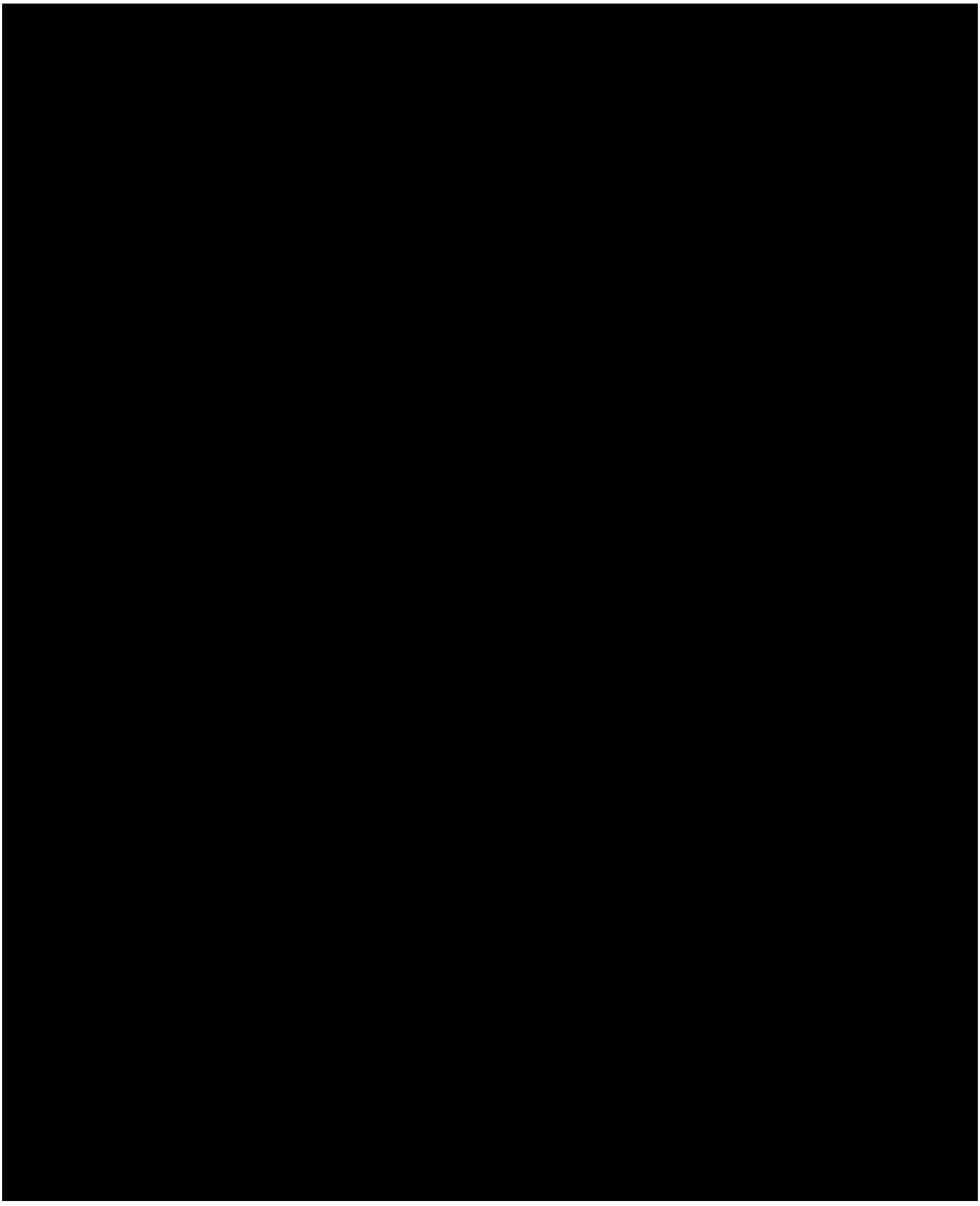


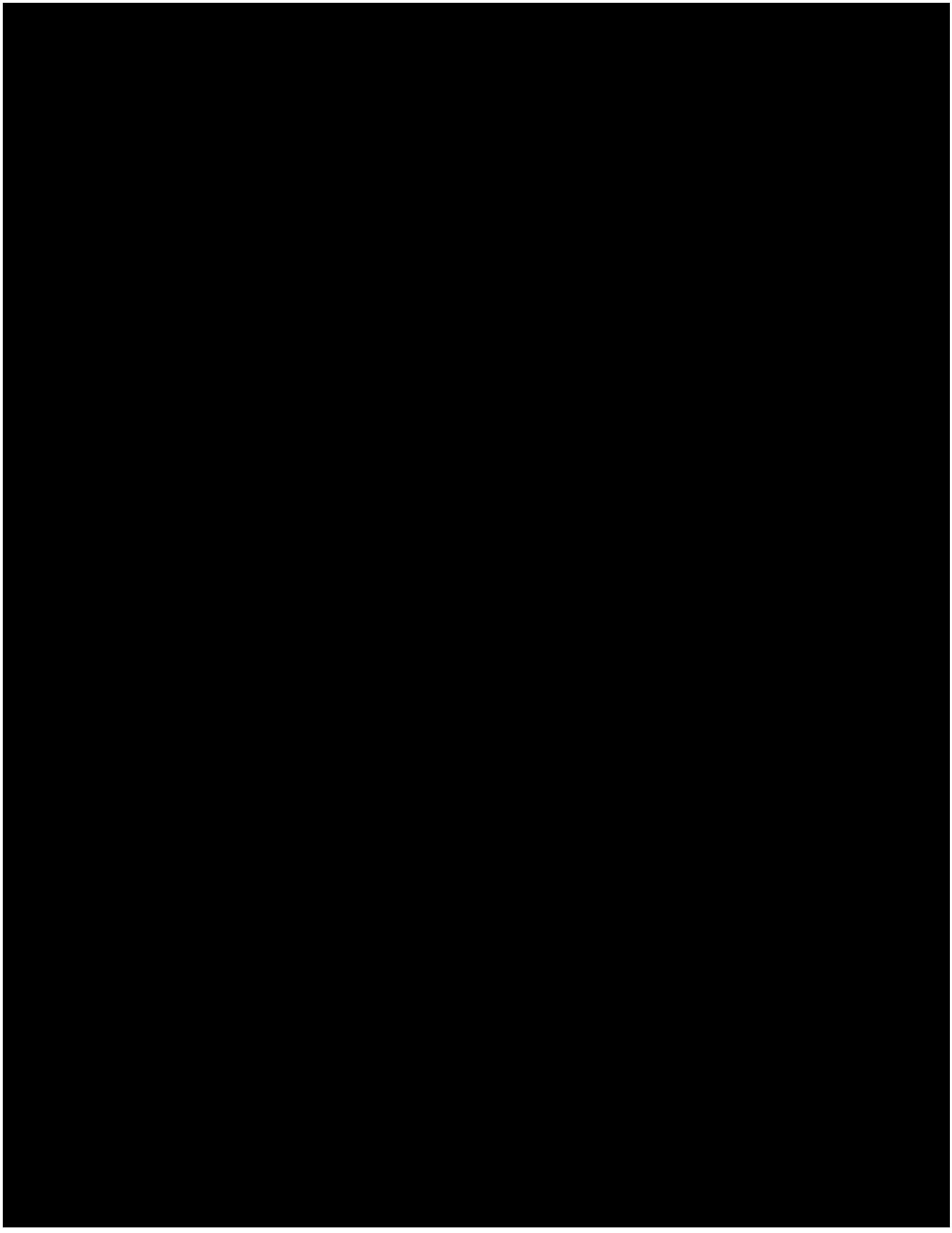


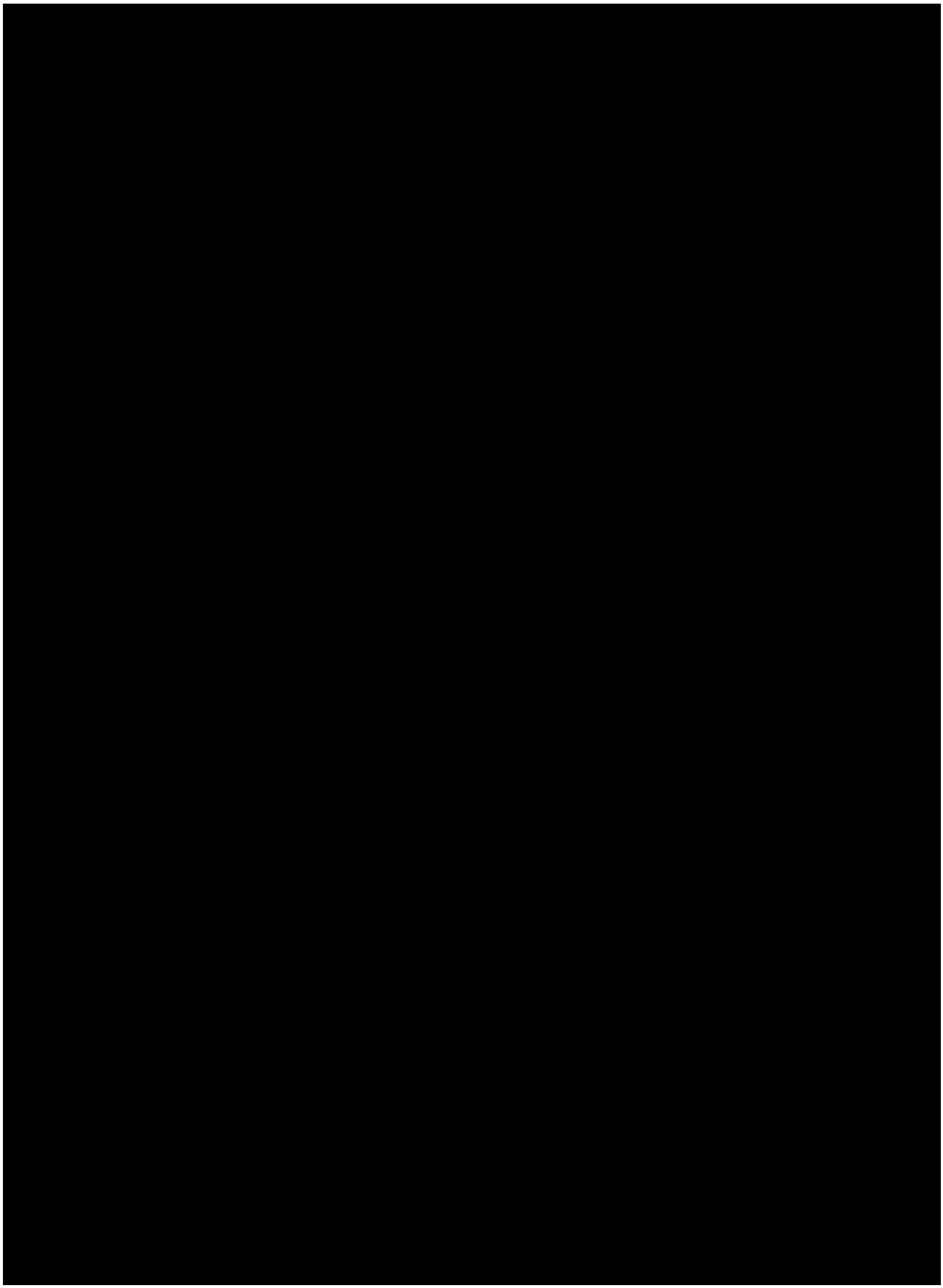


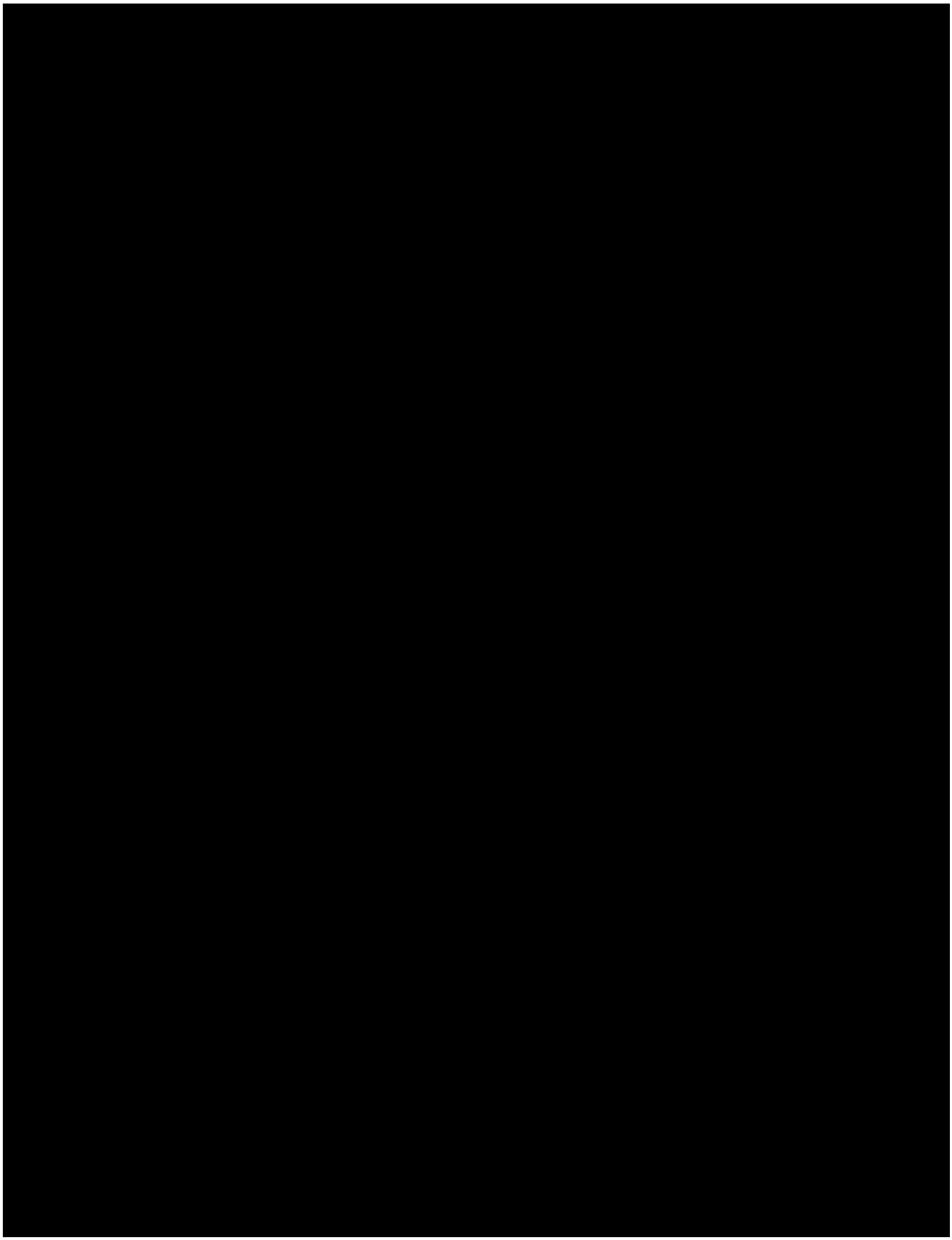


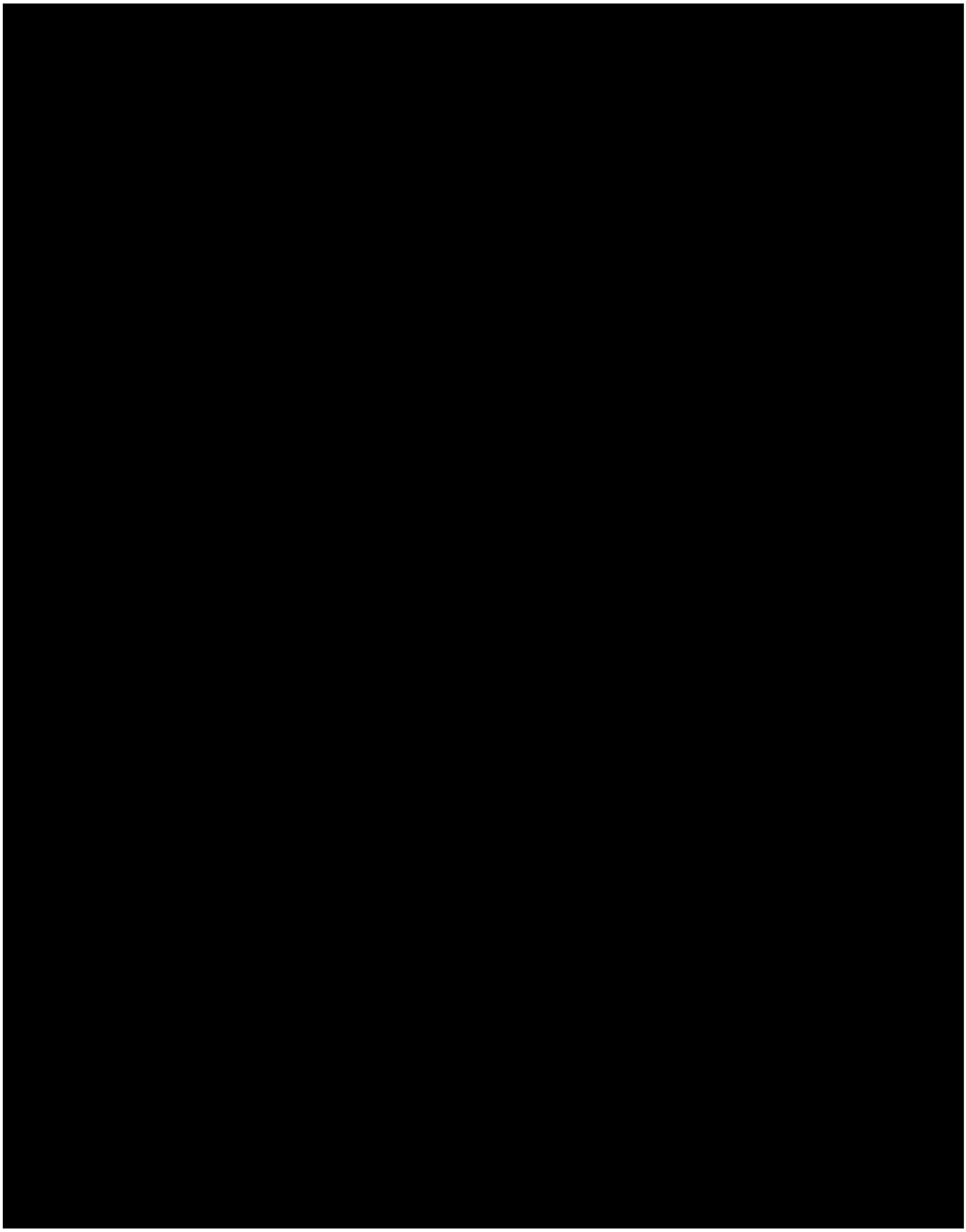


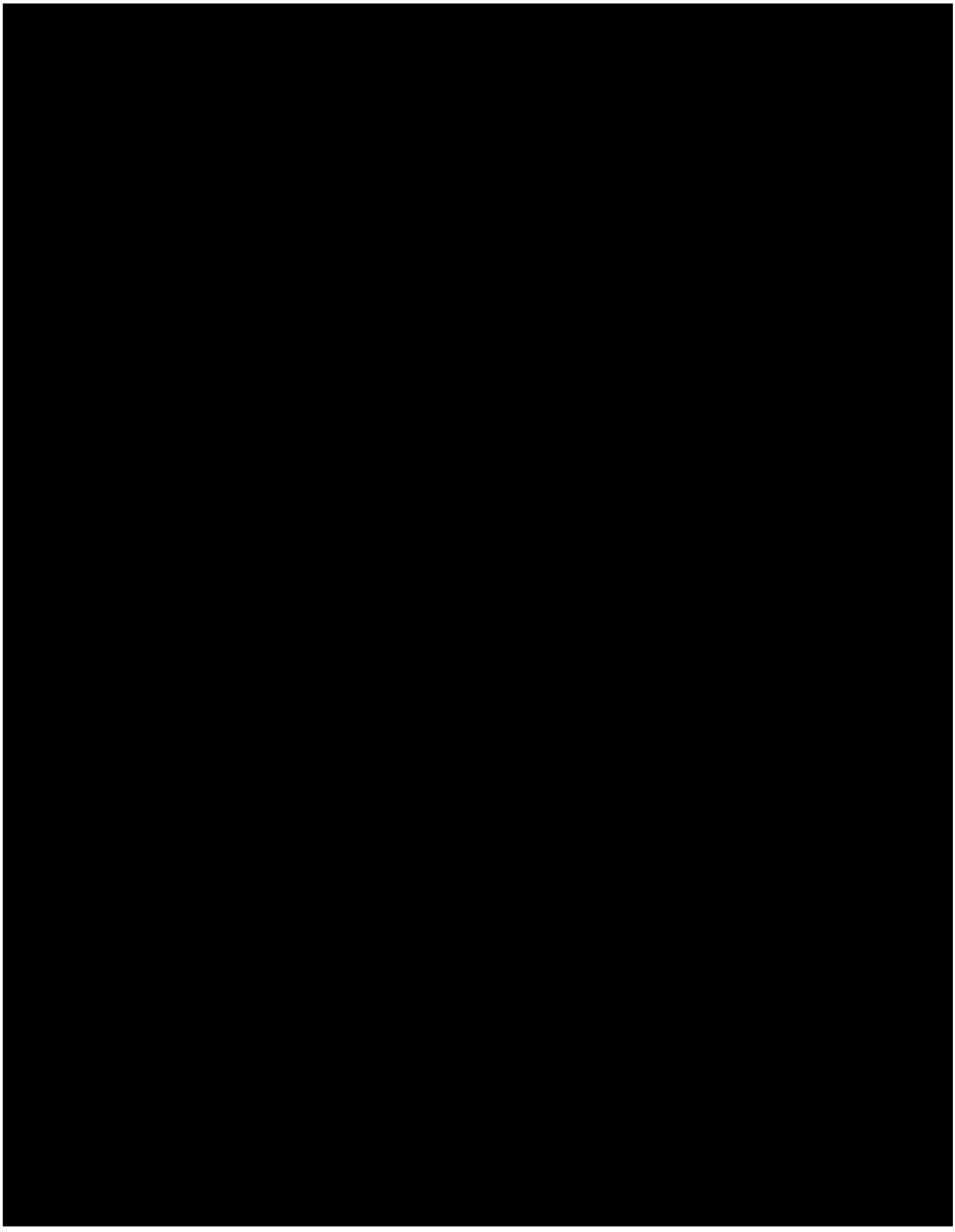


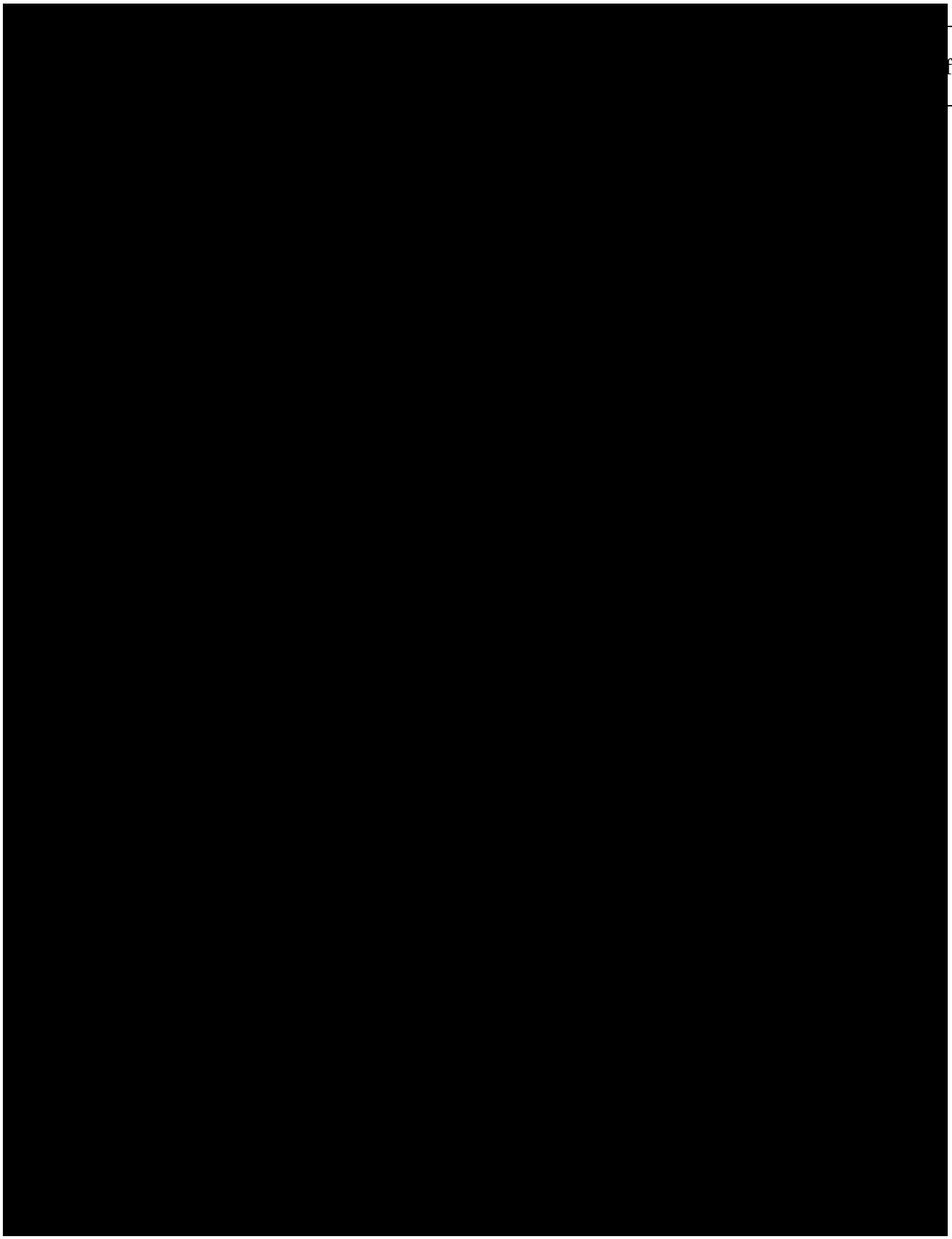


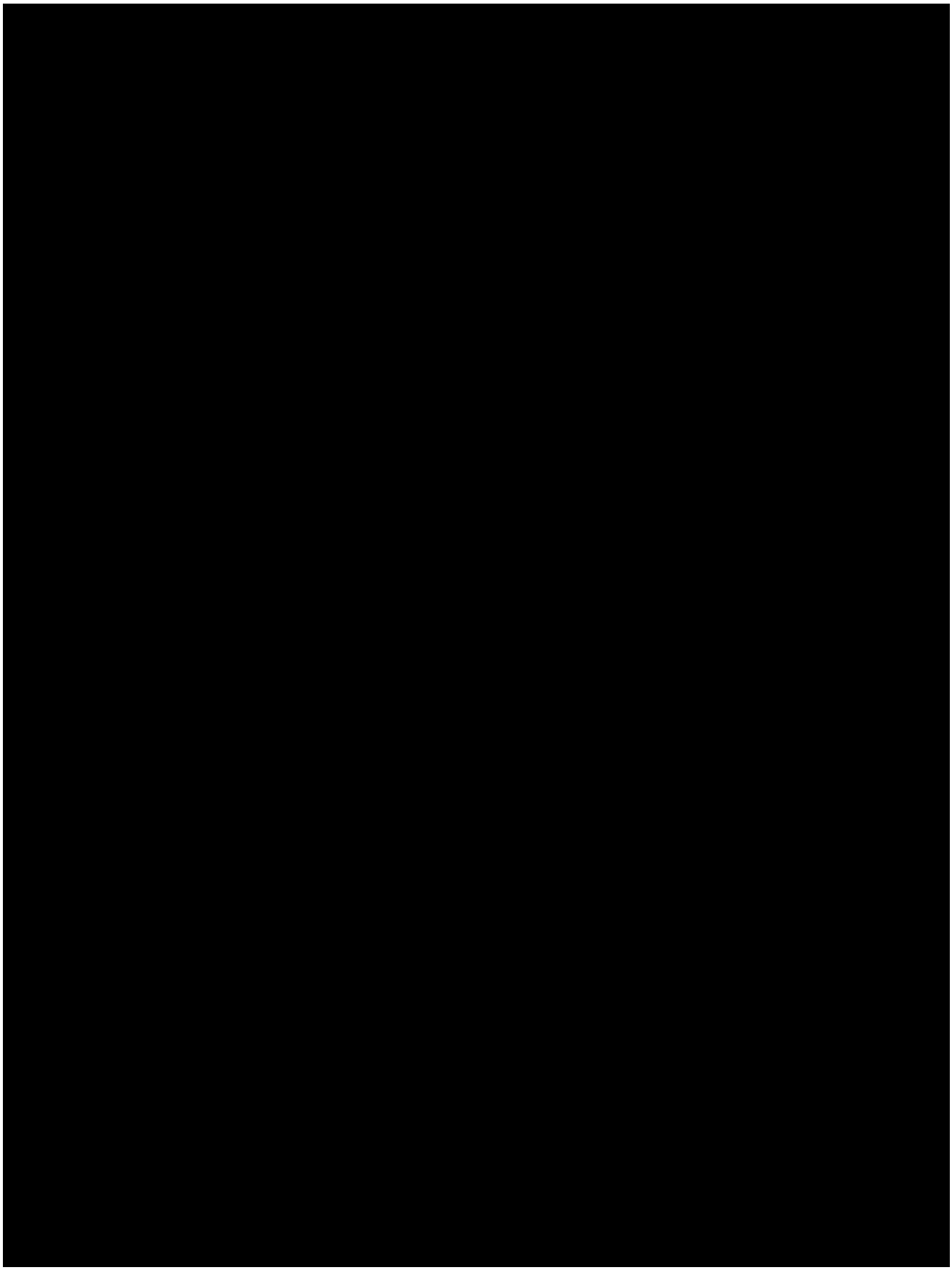


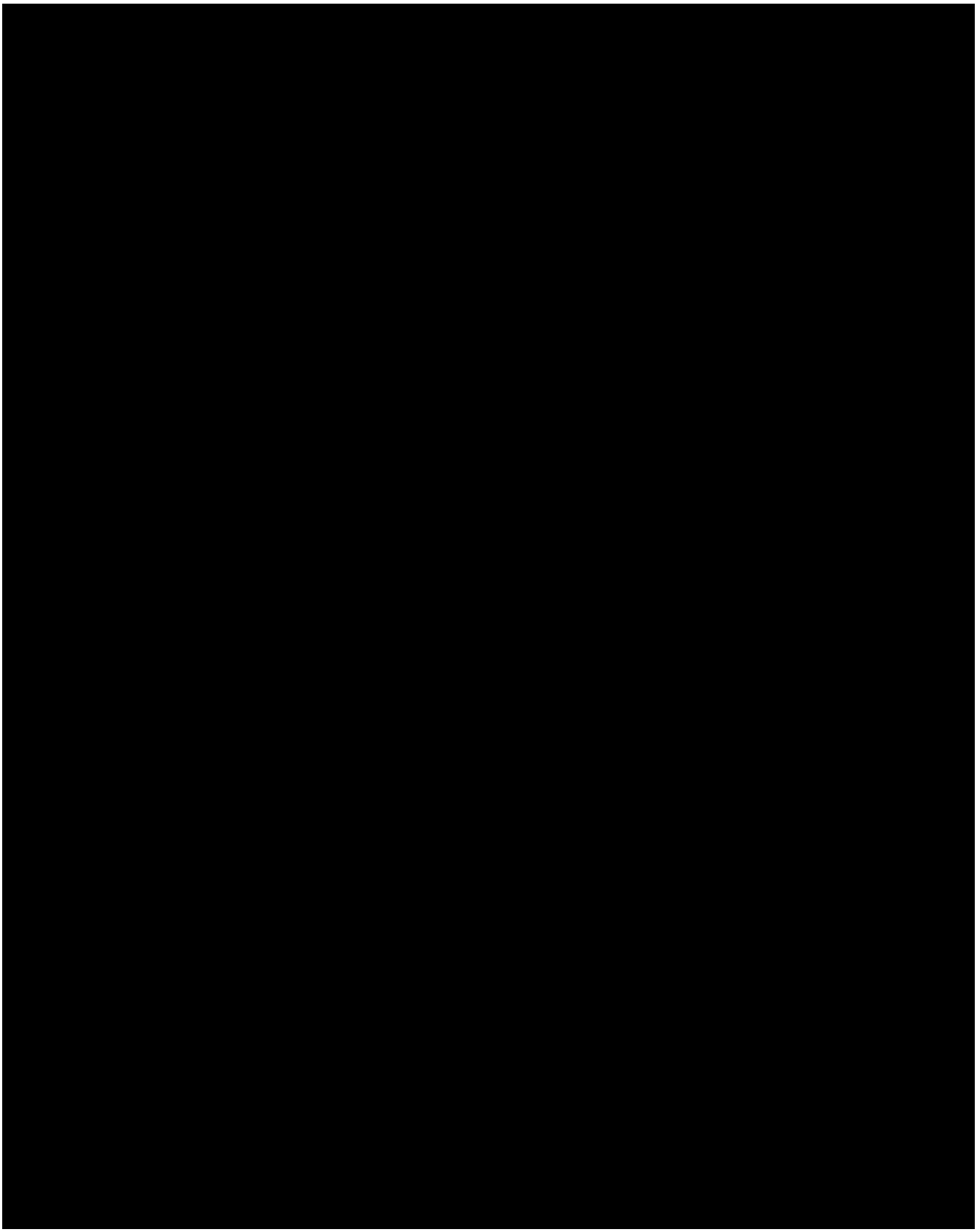


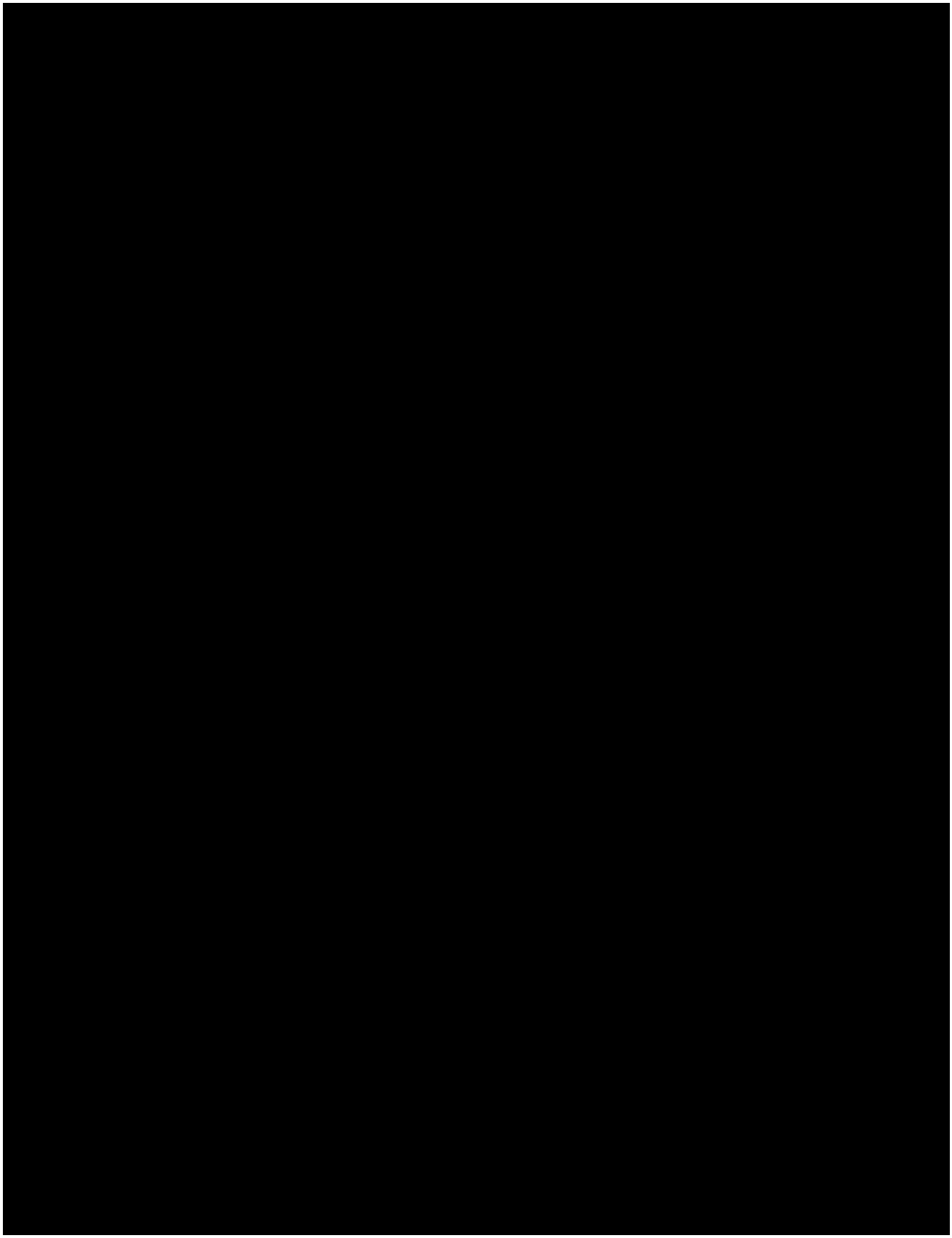


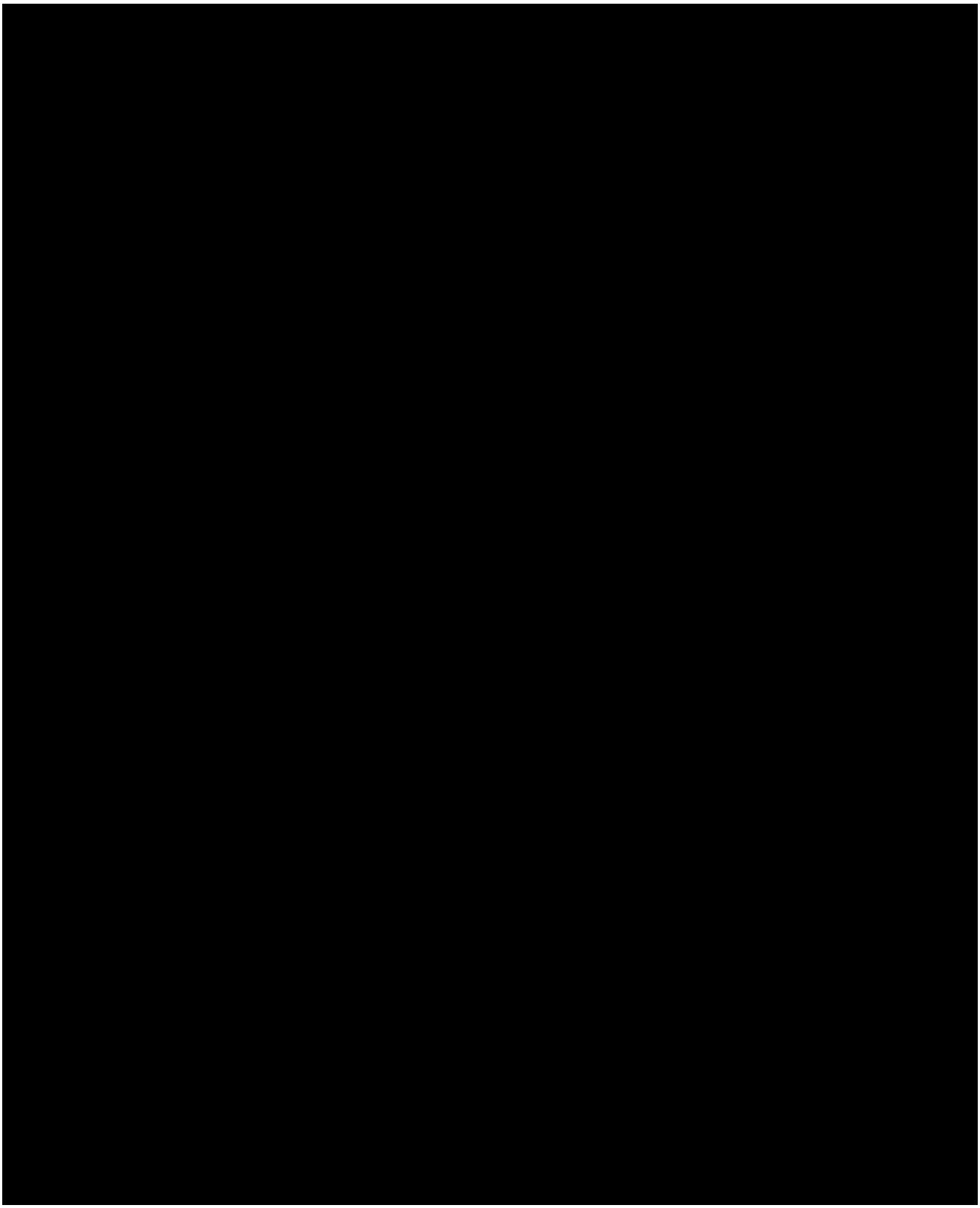


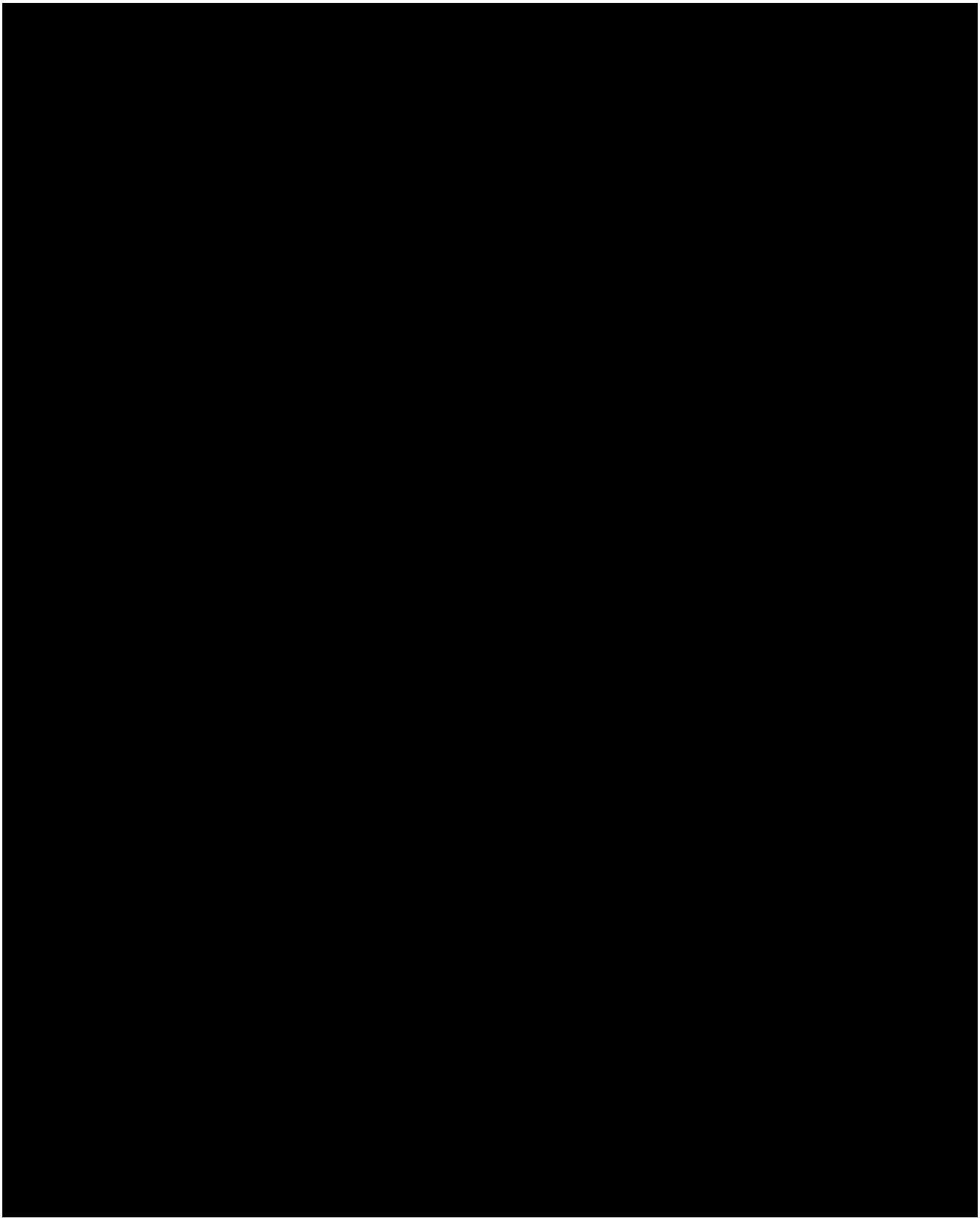


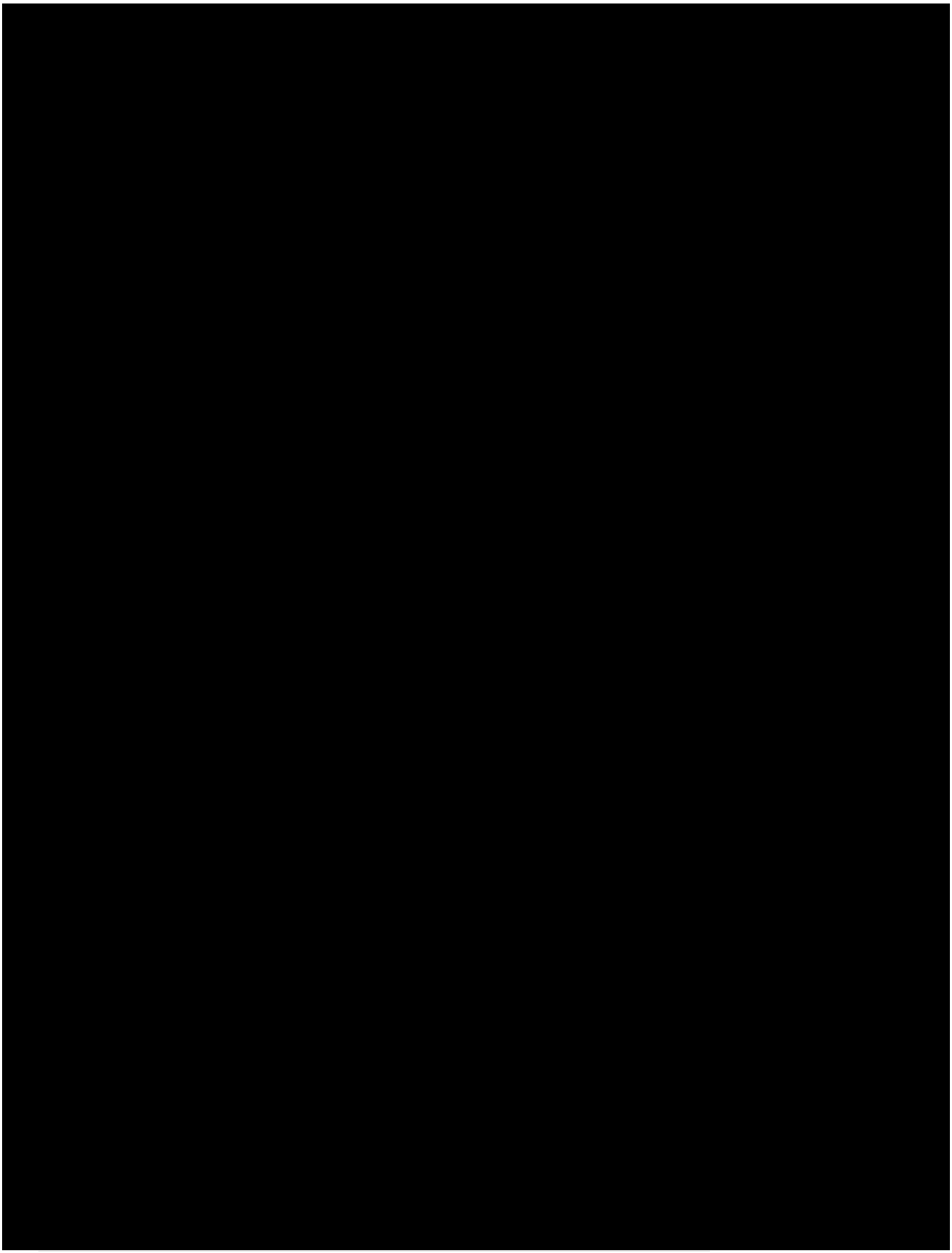


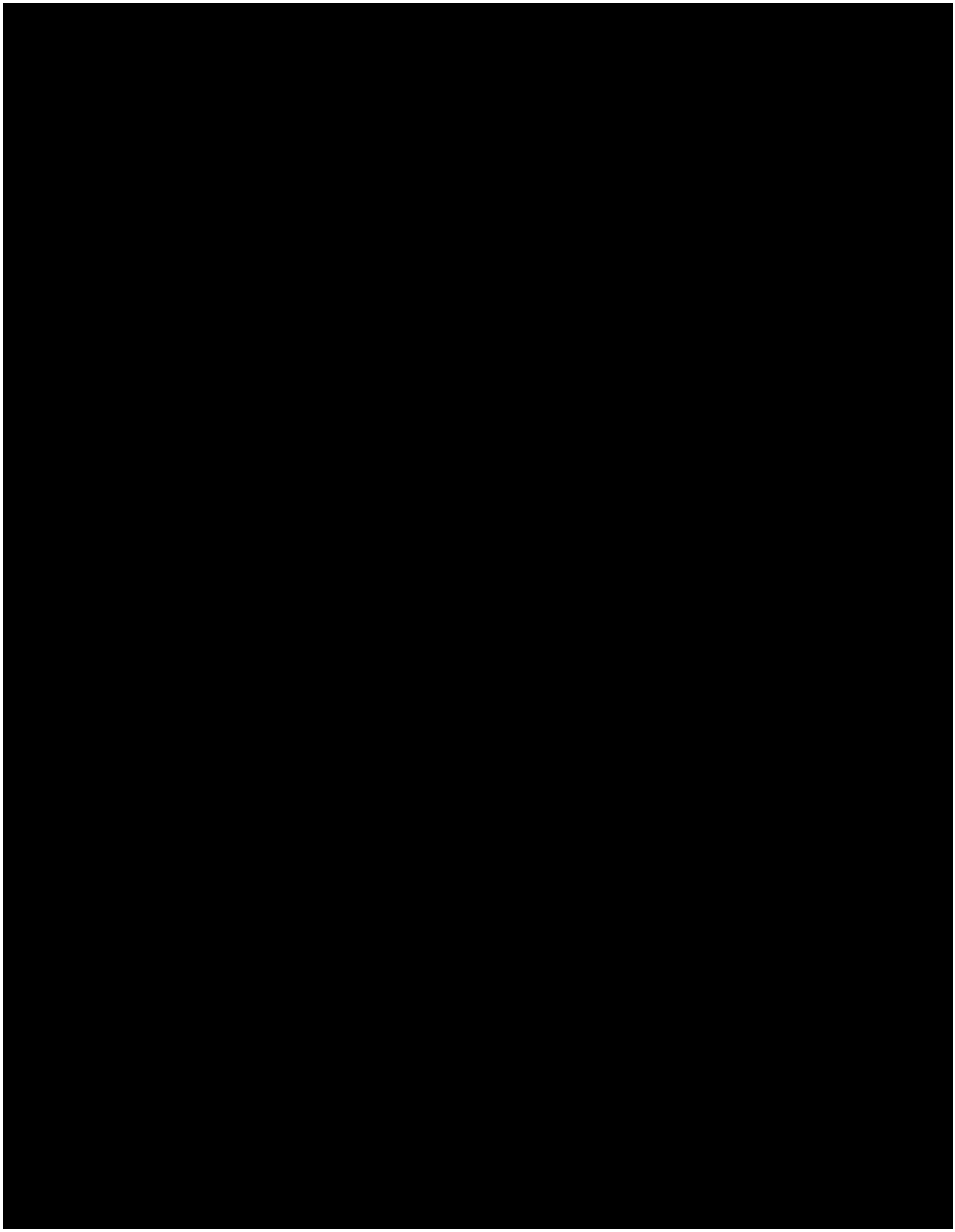












[redacted]

Exhibit 1 to Research Agreement

(Form of Material Transfer Agreement)

MATERIAL TRANSFER AGREEMENT

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [_____], by and between [_____] (the "PROVIDER"), [_____] (the "PROVIDER SCIENTIST"), [_____], a [_____] (the "RECIPIENT"), and [_____] (the "RECIPIENT SCIENTIST"). The address and other contact information of each party hereto is as set forth in Appendix A.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials between the parties hereto.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:

   (a) "HD RESEARCH AND DEVELOPMENT" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of Huntington's disease other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service (including any transfer of any such services or products made using intellectual property rights, whether or not for consideration, other than a transfer of any such services or products solely for research and development purposes without fee or profit).

   (b) "MATERIAL" means ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (i) MODIFICATIONS or (ii) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

   (c) "MODIFICATIONS" means substances created by the RECIPIENT which contain/incorporate the MATERIAL.

   (d) "ORIGINAL MATERIAL" means [_____] **[INSERT DESCRIPTION OF ORIGINAL MATERIAL]**.

   (e) "PROGENY" means unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.

   (f) "PROVIDER" has the meaning set forth in the preamble and is the organization providing the ORIGINAL MATERIAL.

(g) "RECIPIENT" has the meaning set forth in the preamble and is the organization receiving the ORIGINAL MATERIAL.

(h) "UNMODIFIED DERIVATIVES" means substances created by the RECIPIENT which constitute an unmodified functional subunit.

2. Provision of Material; Ownership.

(a) Provision of Material. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the PROVIDER shall provide to the RECIPIENT **[the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE]**.

(b) Ownership.

(i) The PROVIDER retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS.

(ii) The RECIPIENT retains ownership of: (A) MODIFICATIONS (except that, the PROVIDER retains ownership rights to the MATERIAL included therein) and (B) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES). If (1) a MODIFICATION referred to in (A) above or (2) a substance referred to in (B) above results from the collaborative efforts of the PROVIDER and the RECIPIENT, joint ownership may be negotiated.

3. Non-Exclusive License; Use of Material.

(a) Non-Exclusive License. The PROVIDER hereby grants to the RECIPIENT a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the MATERIAL and (ii) use the MATERIAL for the sole purpose of conducting HD RESEARCH AND DEVELOPMENT.

(b) Use of Material. The RECIPIENT and the RECIPIENT SCIENTIST agree that the MATERIAL:

(i) is to be used solely for HD RESEARCH AND DEVELOPMENT purposes only;

(ii) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;

(iii) is to be used only at the RECIPIENT organization and only in the RECIPIENT SCIENTIST's laboratory under the direction of the

RECIPIENT SCIENTIST or others working under his/her direct supervision; and

(iv) will not be transferred to anyone else within the RECIPIENT organization without the prior written consent of the PROVIDER.

4. Requests for Material from Third Parties. The RECIPIENT and the RECIPIENT SCIENTIST agree to refer to the PROVIDER any request for the MATERIAL from anyone other than those persons working under the RECIPIENT SCIENTIST's direct supervision.

5. Distribution of Substances and Modifications.

(a) The RECIPIENT and/or the RECIPIENT SCIENTIST shall have the right, without restriction, to distribute substances created by the RECIPIENT through the use of the ORIGINAL MATERIAL only if those substances are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS.

(b) Under an agreement at least as protective of the PROVIDER's rights, the RECIPIENT may distribute MODIFICATIONS to third parties for HD RESEARCH AND DEVELOPMENT purposes only.

(c) Without written consent from the PROVIDER, the RECIPIENT and/or the RECIPIENT SCIENTIST may not distribute MODIFICATIONS to third parties for any purpose other than HD RESEARCH AND DEVELOPMENT. It is recognized by the RECIPIENT that any use of MODIFICATIONS for any purposes other than for HD RESEARCH AND DEVELOPMENT may require a commercial license from the PROVIDER and the PROVIDER has no obligation to grant a commercial license to its ownership interest in the MATERIAL incorporated in the MODIFICATIONS. Nothing in this paragraph, however, shall prevent the RECIPIENT from granting commercial licenses under the RECIPIENT's intellectual property rights claiming such MODIFICATIONS, or methods of their manufacture or their use.

6. The Recipient's Acknowledgement of Intellectual Property Rights. The RECIPIENT acknowledges that the MATERIAL is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER, including any altered forms of the MATERIAL made by the PROVIDER. In particular, no express or implied licenses or other rights are provided to use the MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER for any purpose other than HD RESEARCH AND DEVELOPMENT.

7. Requirement to Negotiate Commercial License to Use the Materials. If the RECIPIENT desires to use or license the MATERIAL or MODIFICATIONS for any purpose other than HD RESEARCH AND DEVELOPMENT, the RECIPIENT agrees, in advance of

such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial license. It is understood by the RECIPIENT that the PROVIDER shall have no obligation to grant such a license to the RECIPIENT, and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government.

8. Right of the Recipient to File Patent Applications. The RECIPIENT is free to file patent application(s) claiming inventions made by the RECIPIENT through the use of the MATERIAL but agrees not to file any patent application claiming, the MATERIAL, MODIFICATIONS or method(s) of manufacture of the MATERIAL.

9. No Warranties. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

10. Assumption of Liability; Indemnification. Except to the extent prohibited by law, the RECIPIENT assumes all liability for damages which may arise from its use, storage or disposal of the MATERIAL. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER. Except to the extent prohibited by law, the RECIPIENT will indemnify the PROVIDER (and its officers, faculty, trustees, and agents) against any loss, claim or demand suffered by the PROVIDER due to or arising from the use of the MATERIAL by the RECIPIENT, except, to the extent permitted by law, when caused by the gross negligence or willful misconduct of the PROVIDER.

11. No Effect on Publication; Acknowledgement of Source of the Material. This Agreement shall not be interpreted to prevent or delay publication of research findings resulting from the use of the MATERIAL or the MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the MATERIAL in all publications.

12. Compliance with Law. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA.

13. Termination. This Agreement will terminate upon a material breach of any representation, warranty or covenant of this Agreement by the RECIPIENT and such breach is not remedied within 45 days of the receipt by the RECIPIENT of notice of such

breach from the PROVIDER. Upon the termination of this Agreement, the RECIPIENT will (a) discontinue its use of the MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining MATERIAL and (b) at the RECIPIENT's discretion, either destroy the MODIFICATIONS or remain bound by the terms of this Agreement as they apply to MODIFICATIONS.

14. Survival of Certain Provisions. Section 2(b) Section 6, Section 9, Section 10, Section 16, Section 17, Section 19, Section 20, Section 21 and Section 22 shall survive any termination of this Agreement.

15. Cost to Provide Material. **The MATERIAL is provided at no cost.]/[The Material is provided subject to a transmittal fee in the amount of $[_____] which amount solely covers the PROVIDER's preparation and distribution costs.] [SELECT AS APPROPRIATE]**

16. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service to the party at its address set forth in Appendix A or such other address as the party may, by notice, specify. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch.

17. Assignment. Neither the Recipient nor the Recipient Scientist may assign this Agreement without the written consent of the Provider.

18. Incorporation of Appendices and Exhibits; Entire Agreement; Amendment. The appendices and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix or exhibit attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.

19. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.

20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding

shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

21. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

22. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.

23. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

*** * * * ***

In witness to the foregoing, the Parties have executed this Material Transfer Agreement as of the date first written above.

PROVIDER:

[_____]

By: _____

Name:

Title:

RECIPIENT:

[_____]

By: _____

Name:

Title:

PROVIDER SCIENTIST:

_____

[_____]

RECIPIENT SCIENTIST:

_____

[_____]

Appendix A to Material Transfer Agreement

(Original Materials)

Provider			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	
Provider Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	
Recipient			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	
Recipient Scientist			
Name:		Telephone:	
Contact Person/Title:		Fax:	
Address:		E-Mail:	

Exhibit 2 to Research Agreement

(Form of Material Transfer Agreement for Research Materials)

MATERIAL TRANSFER AGREEMENT

MATERIAL TRANSFER AGREEMENT (this "Agreement"), dated as of [_____] (the "Effective Date"), by and between CHDI Foundation, Inc., a Florida corporation (the "Foundation"), and [_____], a [_____] corporation (the "Provider").

The Foundation supports basic, applied and clinical research aimed at finding diagnoses, treatments and cures of Huntington's disease ("HD") and has access to a variety of relevant research tools including in vitro and in vivo assays and animal models.

The Provider possesses certain materials and is willing to supply the Foundation with such materials to enable the Foundation to perform, or have performed, research and development related to HD.

The parties hereto desire to set forth certain terms and conditions to govern the transfer of certain materials from the Provider to the Foundation and the use of such materials by the Foundation.

In consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meanings set forth below:

   (a) "Foundation Collaborators" means those third parties to whom the Foundation grants the right to use the Material for HD Research and Development, including any entity collaborating with the Foundation in the conduct of HD Research and Development and/or fee for service laboratories providing services to the Foundation in the furtherance of the Foundation's conduct of HD Research and Development.

   (b) "HD Research and Development" means any activity useful for the creation, development, manufacture or distribution of a product or service for the diagnosis, treatment, cure or prevention of HD other than (i) the manufacture or distribution of any such product or service for sale or (ii) the sale of any such product or service. For the avoidance of doubt, HD Research and Development shall not include any right to (A) manufacture or distribute any such product or service for sale or (B) sell any such product or service.

   (c) "Material" means the Original Materials, Progeny and Unmodified Derivatives. The Material shall not include: (i) Modifications or (ii) other substances created by the Foundation or a Foundation Collaborator through the use of the Material which are not Modifications, Progeny or Unmodified Derivatives.

(d) "Modifications" means substances created by the Foundation or a Foundation Collaborator which contain/incorporate the Material.

(e) "Original Materials" means the materials described on Schedule A.

(f) "Progeny" means unmodified descendant from the Material, such as virus from virus, cell from cell, or organism from organism.

(g) "Unmodified Derivatives" means substances created by the Foundation or a Foundation Collaborator which constitute an unmodified functional subunit or product expressed by the Original Materials. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the Original Materials, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

2. Provision of the Original Materials; No Warranties; Ownership.

(a) Provision of the Original Materials; No Warranties.

(i) Provision of the Original Materials. Within a reasonable period of time following the execution of this Agreement by the parties hereto, the Provider shall provide to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator) **[the amount of the Original Materials as is specified on Schedule A] [MODIFY AS APPROPRIATE]. [The Foundation shall reimburse the Provider for the cost of the delivery of the Original Materials to the Foundation (or, as designated by the Foundation in writing, to a Foundation Collaborator).]/[The Original Material is provided at no cost.]/[The Original Material is provided subject to the payment of a transmittal fee by the Foundation in the amount of $[_____] which is the Provider's reasonable direct costs associated with so providing the Original Material.] [SELECT AS APPROPRIATE]**

(ii) No Warranties. Any Original Materials provided to the Foundation hereunder are understood to be experimental in nature and may have hazardous properties. THE ORIGINAL MATERIALS ARE PROVIDED "AS-IS" AND THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

(b) Ownership.

(i) Ownership of the Material. As between the Provider and the Foundation or any Foundation Collaborator, the Provider shall retain ownership of the Material, including any Material contained or incorporated in any Modification.

(ii) Ownership of Modifications and Other Substances. As between the Provider and the Foundation or any Foundation Collaborator, the Foundation or Foundation Collaborator, as the case may be, retains ownership of: (A) Modifications (except that the Provider retains ownership rights to the Material included therein) and (B) those substances created through the use of the Material or Modifications, but which are not Modifications, Progeny or Unmodified Derivatives (i.e., do not contain the Original Materials, Progeny or Unmodified Derivatives).

3. Non-Exclusive License; Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators; Use of the Material.

(a) Non-Exclusive License. The Provider hereby grants to the Foundation a non-exclusive, non-transferable, non-assignable, paid-up license throughout the world to (i) replicate the Material and (ii) use the Material for the sole purpose of conducting HD Research and Development.

(b) Storage of the Material and Conduct of the HD Research and Development at Foundation Collaborators. The Provider (i) acknowledges that the Foundation does not have any (A) material storage, handling or distribution capabilities or (B) laboratory capabilities and (ii) acknowledges and agrees that (A) the Material shall be stored, handled and distributed on behalf of the Foundation by a Foundation Collaborators engaged by the Foundation to store, handle and distribute the Material, (B) the programs of HD Research and Development shall be conducted by one or more Foundation Collaborators and (C) the Material may be transferred, and the rights granted to the Foundation pursuant to Section 3(a) of this Agreement may be sublicensed, to the Foundation Collaborators.

(c) Use of the Material. The Foundation hereby agrees:

(i) to use the Material for the sole purpose of conducting HD Research and Development and for no other purpose;

(ii) to use the Material in compliance with all applicable laws, rules and regulations;

(iii) not to use the Material in human subjects, in clinical trials or for diagnostic purposes involving human subjects;

(iv) except as expressly permitted by this Agreement, not to transfer the Material to any third party; and

(v) cause each Foundation Collaborator to agree to comply with each of Section 3(c)(i), Section 3(c)(ii), Section 3(c)(iii) and Section 3(c)(iv) of this Agreement.

4. Intellectual Property; Acknowledgements of the Foundation in Respect of Intellectual Property.

(a) Intellectual Property. The Provider hereby acknowledges and agrees that nothing in this Agreement gives the Provider any ownership interests or intellectual property or other rights in any (i) any substances created by the Foundation or any Foundation Collaborator through the use of the Material other than as expressly provided in Section 2(b)(ii) of this Agreement or (ii) any results, discoveries, inventions, formulations, know-how, methods, technological developments, enhancements, modifications, improvements, works of authorship, data or collections of data conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material. The Provider hereby further acknowledges and agrees that the Foundation and Foundation Collaborators are free to file patent application(s) claiming inventions conceived, discovered, invented, made or first reduced to practice by the Foundation or any Foundation Collaborator through the use of the Material; provided, that, the Foundation agrees, and shall cause each Foundation Collaborator to agree, not to file any patent application containing a composition of matter claim for the Material, per se.

(b) Acknowledgements of the Foundation in Respect of Intellectual Property. The Foundation acknowledges, and shall cause each Foundation Collaborator to acknowledge, that the Material is, or may be, the subject of a patent application. Except as expressly provided in this Agreement, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to the Foundation or any Foundation Collaborator under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, the Foundation hereby acknowledges and agrees, and shall cause each Foundation Collaborator to acknowledge and agree, that no express or implied licenses or other rights are provided to use the Material, Modifications or any related patents of the Provider for any purpose other than HD Research and Development.

5. Acknowledgement of the Source of the Material. The Foundation agrees, and shall cause each Foundation Collaborator to acknowledge and agree, to provide appropriate acknowledgement of the source of the Material in all publications related to HD Research and Development conducted using the Material.

6. Assumption of Liability; Indemnification; Limitation on Damages.

(a) Assumption of Liability; Indemnification. Except to the extent prohibited by law, the Foundation assumes all liability for damages to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. The Provider will not be liable to the Foundation for any loss, claim or demand made by the Foundation or a Foundation Collaborator, or made against the Foundation or a Foundation Collaborator by any other party, to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator. Except to the extent prohibited by law, the Foundation will defend and indemnify the Provider (and its directors, officers, employees, trustees, shareholders, members and agents) against any loss, claim or demand (including attorneys' fees and cost of defense and the enforcement of this provision) suffered by the Provider to the extent due to or arising from the use, storage or disposal of the Material by the Foundation or a Foundation Collaborator.

(b) Limitation on Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING LOSS OF PROFITS) UNDER THIS AGREEMENT EVEN IF SUCH PARTY OR AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR (I) DEATH OR PERSONAL INJURY OR (II) FRAUD.

7. Termination; Effect of Termination; Survival of Certain Provisions.

(a) Termination. This Agreement will automatically terminate upon a material breach of any representation, warranty or covenant of this Agreement by the Foundation and such breach is not remedied within 45 days of the receipt by the Foundation of notice of such breach from the Provider.

(b) Effect of Termination. Upon any termination of this Agreement, the Foundation (i) will immediately discontinue its use of the Material and any Modifications and (ii) will immediately and appropriately destroy or discard any remaining Material and any Modifications.

(c) Survival of Certain Provisions. This Section 7 and each of Section 1, Section 2(b), Section 4, Section 5, Section 6, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14 and Section 15 of this Agreement shall survive any termination of this Agreement.

8. Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be delivered by personal delivery, facsimile (provided the sender has evidence of successful transmission) or next day courier service. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by facsimile or courier service, on the day following dispatch. All such notices are to be given or made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

   If to the Foundation to:

   CHDI Foundation, Inc.
   c/o CHDI Management, Inc.
   350 Seventh Avenue, Suite 200
   New York, NY 10001
   Attention: Ruth Basu
   Fax: 212-239-2101

   With a copy to:

   CHDI Foundation, Inc.
   c/o CHDI Management, Inc.
   350 Seventh Avenue, Suite 200
   New York, NY 10001
   Fax: 212-239-2101
   Attention: Chief Legal Officer

   If to the Provider to:

   [_____]
   [_____]
   [_____]
   Attention: [_____]
   Fax: [_____]

9. Assignment. The Foundation may not assign this Agreement without the written consent of the Provider.

10. Incorporation of Appendices, Exhibits and Schedules; Entire Agreement; Amendment. The appendices, exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. If anything in any appendix, exhibit or schedule attached to this Agreement conflicts with any terms or conditions set forth in the body of this Agreement, the terms and conditions set forth in the body of this Agreement shall control. This Agreement constitutes the entire agreement among the parties hereto

relating to the subject matter hereof and all prior understandings and agreements relating to the subject matter hereof are superseded hereby. This Agreement may not be amended except by a document signed by each of the parties hereto.

11. No Waiver. Any failure of a party hereto to enforce any provision of this Agreement shall not be deemed a waiver of its right to enforce such provision on any subsequent occasion. No waiver of any provision of this Agreement shall be valid unless it is in writing and is executed by the party against whom such waiver is sought to be enforced. A waiver by any of the parties hereto of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or of any other provision of this Agreement.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

13. Interpretation; Headings. The word "including" shall mean "including without limitation". All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. All terms defined in this Agreement in their singular or plural forms have correlative meanings when used herein in their plural or singular forms, respectively. Headings used in this Agreement are for convenience of reference only and are not intended to influence the interpretation hereof.

14. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any of the parties hereto by virtue of the authorship of any of the provisions of this Agreement.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

16. Counterparts. This Agreement may be signed, including by facsimile signature, in two or more counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute the same instrument.

*** * * * ***

In witness to the foregoing, the parties hereto have executed this Material Transfer Agreement as of the date first written above.

PROVIDER:

[_____] [INSERT NAME OF THE PROVIDER

By: _____

Name:

Title:

FOUNDATION:

CHDI Foundation, Inc.

By: _____

Name:

Title:

Schedule A to Material Transfer Agreement

(Original Materials)

Item	Description of Original Material	Amount
1		
2		
3		
4		
5		
6		
7		

[LIST/PROVIDE DESCRIPTION AND AMOUNT OF EACH MATERIAL TO BE PROVIDED]