Mikrobiologický ústav AV ČR, v. v. i.,
Registration number: 61388971,
Registered seat: Vídeňská 1083, 142 20 Praha 4 – Krč, the Czech Republic
Represented by its director Ing. Jiří Hašek, CSc.,
E-mail: mbu@biomed.cas.cz
(hereinafter ***the Institute of Microbiology***)

And

Nested Therapeutics, Inc.,
Business registration number: 86-2030497,
Tax registration number: 86-2030497,
Registered in Delaware,
Registered seat: 1030 Mass Ave., Suite 410, Cambridge, MA 02138, the United States of America
Represented by [redacted]
E-mail: [redacted]
(hereinafter ***the Partner***)

Each hereinafter referred to as ***a Party*** and jointly as ***the Parties***

Have entered on January 31, 2023 (the ***Effective Date***) into this Research Collaboration Agreement (***the Agreement***)

Research Collaboration Agreement

1. Subject Matter and Aim of the Agreement

1.1. The Institute of Microbiology is a Czech publicly funded institution engaged in research and development in areas of physiology, biochemistry and genetics of microorganisms, molecular biology, biocatalysis and microbial products.

1.2. The Partner is a company focused on small molecule, precision oncology and drug discovery.

1.3. The Parties have skills and resources to collaboratively undertake proteomic and structural mass spectrometry experiments, and to test novel workflows (hereinafter ***Research***).

1.4. This Agreement constitutes a framework agreement in which the Parties set forth the terms and conditions of their mutual collaboration. The terms and conditions of a particular Research project shall be set forth in a research plan executed by the Parties in writing (hereinafter ***Research Plan),*** the form of which is attached hereto as Annex 2. Each such Research Plan will contain material terms for the Research specifically requested by the Partner and agreed upon by the Institute of Microbiology (e.g., project objectives, research tasks, timeline, fees, payment schedule and deliverables). In addition, each Research Plan will identify: (a) the Project Leader (as defined below) for each Party; and (b) Key Project Team Members (as defined below) who will be assigned to such Research Plan. To the extent any terms set forth in the Research Plan conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed in writing by the Parties in such Research Plan referencing the applicable provision of this Agreement.

2. Material Transfer

2.1. As a prerequisite for the Research, the Partner (hereinafter also ***the Provider***) will provide the Institute of Microbiology (hereinafter also ***the Recipient***) a material to be analyzed (hereinafter ***the Material***).

2.2. The Provider shall provide the Material in a quality suitable for the Research and in the quantity set forth in the applicable Research Plan. The Provider shall provide the Material together with the Material's proofs of integrity and purity, and with the

accompanying information on the Material's stability, composition, sequence and structure. Upon the Recipient's reasonable request, the Provider will also provide the Recipient with any reagent or software access which is in the Provider's possession or control and needed for the performance of Recipient's obligations under the Research.

2.3. The Provider retains ownership of any and all of the Material, including, without limitation, any derivatives (unmodified or otherwise), modifications, progeny or improvements developed therefrom, and any combination of any of the foregoing with other substances or technology.

2.4. The Recipient agrees that the Material

2.4.1. is to be used solely for the purpose of the Research and in accordance with the terms of this Agreement;

2.4.2. will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the prior written consent of the Provider; and

2.4.3. will not be transferred to anyone else than the Recipient without the prior written consent of the Provider.

2.5. The Recipient agrees that

2.5.1. any use of the Material for any purpose other than stipulated in Section 2.4 of this Agreement shall be deemed to be a material breach of this Agreement;

2.5.2. it shall not make any attempt to analyze, characterize, reverse engineer, deconstruct or in any way ascertain the structure, formulation, composition, or amino acid or nucleic acid sequence of any of the Material, and expressly agrees not to make derivatives of the Material or perform experiments to determine its chemical composition, structure, or physiochemical properties except as expressly agreed in writing by the Partner and as necessary for the Research.

2.5.3. the Material is experimental in nature and may have unknown characteristics and therefore the Recipient shall use prudence and reasonable care in the use, handling, storage, transportation, disposition, containment and disposal of the Material.

2.5.4. it shall comply with all applicable laws and regulations relating to the use and handling of the Material.

2.6. 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 licences or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider related to the Material, including any altered forms of the Material made by the Provider.

2.7. The Provider reserves the right to distribute similar Material to others and to use such Material for its own purposes. Recipient shall return or destroy (at Provider's option and expense) all unused Material, and products or materials derived from such Material to Provider upon Provider's written request upon completion of the Research or at any earlier time that Provider may request.

3. Research

3.1. The general scope of the Research shall be set forth in the applicable Research Plan.

3.2. The Partner shall inform the Institute of Microbiology of its Research requirements at least two weeks before a Research project is to commence. The Institute of Microbiology shall review the Partner's request and either accept it or propose further modifications thereof. The communication over the drafts takes place until both Parties agree on the Research Plan, as long as communication can be considered reasonable.

3.3. The Research Plan may be modified only upon mutual agreement of the Parties in writing.

3.4. The Parties shall provide each other with all information, materials and cooperation necessary for undertaking the Research.

3.5. The Institute of Microbiology agrees to carry out the Research diligently and competently, in due manner and time, by properly qualified employees, permitted subcontractors, and/or consultants ("Personnel"), and in accordance with accepted scientific and ethical principles, standards, and laboratory procedures, fully and

strictly in compliance with this Agreement, the applicable Research Plan and applicable laws, and obtain all necessary authorizations, approvals and licenses for the performance of the Research, and use commercially reasonable efforts to complete its obligations under the Research in the timeframe specified in the applicable Research Plan. Personnel include, but are not limited to, key project team members of the Institute of Microbiology who direct and oversee the Research to be performed under an applicable Research Plan, such as a lead biologist and a lead chemist (such key project team members, "Key Project Team Members").

3.6. The Parties shall organise an on-line meeting to discuss the progress of the Research at least once every two weeks. Each meeting shall appoint a minute-taker who shall circulate the minutes within one week after the meeting took place.

3.7. The Institute of Microbiology shall maintain accurate and complete laboratory notebooks, records and data relating to the Research and its activities, including documentation of any use or disposal of the Material (hereinafter ***Records***) for [redacted] after the completion of the applicable Research.

3.8. The Institute of Microbiology shall provide the Partner with regular reports (but no more frequently than quarterly) as described in the applicable Research Plan reasonably describing any deliverables and Research Results made, conceived, reduced to practice or otherwise generated in connection with the performance of its activities, or other information as required in the applicable Research Plan (each, ***a Report***). Unless otherwise set forth in the Research Plan, the Institute of Microbiology shall deliver a final Report to the Partner reasonably promptly after completion of the Research Plan summarizing the results of its activities under such Research Plan.

4. Personnel

4.1. The Parties shall each appoint a project leader (hereinafter ***the Project Leader***) in the Research who shall be responsible for:

4.1.1. coordinating and managing all research work, including overseeing the performance and quality thereof;

4.1.2. communication between the Parties in relation to the Research; and

4.1.3. other matters as may be agreed between the Parties from time to time.

4.2. The Parties may change their respective Project Leaders and their contact details unilaterally. Such change is effective as of the day following the receipt of the notice by the other Party, unless a later date is specified therein. The Party – recipient of the notice, is obliged to confirm the receipt of the notice without undue delay.

4.3. The Institute of Microbiology will hire one or more post-doctoral associate(s) who will be predominately dedicated to the Research (hereinafter the Postdoc).

5. Costs, Fees and Funding

5.1. The Partner will pay to the Institute of Microbiology a fee for its performance of the Research as set forth in the applicable Research Plan.

5.2. The Partner will provide funding for the Postdoc in the amount as set forth in the applicable Research Plan.

5.3. The Institute of Microbiology shall promptly invoice the Partner, with each invoice identifying what is being invoiced. In no event shall the Partner have any obligation with respect to fees or expenses not approved or pre-authorized by the Partner. Invoices will be sent to: [redacted]. The Partner shall pay the undisputed amount of such invoice to the Institute of Microbiology's bank account within [redacted] following the Partner's receipt of the Institute of Microbiology's invoice.

6. Intellectual Property Rights

6.1. While conducting the Research, the Parties undertake to respect the licensing terms of existing intellectual property rights of third parties.

6.2. The intellectual property rights owned by or controlled by a Party as of the Effective

Date of this Agreement or developed (obtained) outside this Agreement's scope and without use or reference to any Confidential Information of the other Party, that are necessary for carrying out the activities under this Agreement (hereinafter ***the Background Rights***), shall remain the property of that Party or, as the case may be, the relevant third party. A non-exhaustive list of the Background rights relevant to this Agreement is included in Annex 1 to this Agreement. Should the Background rights change, the Parties shall inform each other without undue delay and update the Annex 1.

6.3. Each Party hereby grants the other Party a royalty-free, fully paid-up, non-exclusive licence, with the right to sublicense to affiliates and permitted subcontractors, to use its Background Rights for the purpose of performing this Agreement. Outside the scope of this Agreement, as well as after termination or expiration of the Agreement, and except as explicitly agreed otherwise, the Parties shall refrain from using, applying or transferring Background Rights of the other Party.

6.4. All intellectual property of a Party developed independently of this Agreement and without use or reference to any Confidential Information of the other Party shall be and remain the intellectual property of such Party.

6.5. All intellectual property developed by a Party under this Agreement without any intellectual involvement of the other Party shall be owned by the Party that developed it. The other Party will have a non-exclusive licence to use such intellectual property for the purpose of performing this Agreement. Should the Party that developed the intellectual property elect not to apply for available protection (e.g. for a patent), such Party shall inform the other Party of such decision and offer it the option to obtain the protection for such intellectual property and transfer all rights in such intellectual property.

6.6. All intellectual property jointly developed by the Parties pursuant to this Agreement (hereinafter ***Research Results***) shall be owned jointly by the Parties, each Party having a share reflecting its contribution to the development. The Parties shall negotiate in good faith an agreement on the exploitation of the Research Results; without such agreement neither Party may commercialize the Research Results. The Parties intend to have the Research Results transferred (licensed) to the Partner for a compensation equivalent to the market price of the Institute of Microbiology's contribution while the Institute of Microbiology would retain a non-exclusive, royalty-free, fully-paid license for internal, non-clinical and non-commercial purposes without the right to sublicense or assign the license. The calculation of the Institute of Microbiology's compensation (license fee) shall take into account the fees and the funding provided by the Partner according to Section 5 of this Agreement and the Background Rights used for achieving the Research Results.

6.7. At the request and expense of the Partner, the Institute of Microbiology shall provide reasonable assistance with the filing and prosecution of any patents, trademarks, or other intellectual property rights necessary to implement and evidence the foregoing assignments, to effect, perfect, or evidence the ownership of any Research Results by the Partner, and to file for, prosecute, defend or enforce any associated intellectual property rights. Except as expressly provided herein, nothing in this Agreement is intended to confer or grant, or shall be construed to confer or grant by a Party to the other Party any license, right or other proprietary interest (including, without limitation, any patent or other intellectual property rights) in the other Party's Confidential Information, material, intellectual property or their use, whether by implication, estoppel or otherwise, except as expressly provided in this Agreement.

6.8. Each Party shall ensure that it obtains all proprietary rights of employees, subcontractors, agents, volunteers, interns, students and any other third parties taking part in the Research on its behalf to effectuate Partner's right, title and interest

in and to the Research Results as set forth herein.

6.9. The Parties agree that the Partner, Laboratory of Structural Biology and Cell Signaling, and the Institute of Microbiology may publish the Research's results jointly. Each Party will provide the other Party with a copy of any manuscript or abstract intended for publication, any paper or abstract intended to be orally presented, or any poster presentation, that includes any reference to the Research's results (hereinafter ***the Proposed Publication***) at least [redacted] prior to submission for publication for the purpose of enabling the other Party to review and provide comments. The Partner shall have the right to remove from the proposed publication any information that is considered confidential and/or proprietary. The Parties will cooperate to avoid jeopardising possible patent protection for the Research Results. Without limiting the foregoing, the Institute of Microbiology agrees to (i) delete from any such proposed disclosure Partner's Confidential Information, and (ii) refrain from publishing any such of at least [redacted] from the date of such written request, to enable Partner to appropriately file for the protection of any intellectual or proprietary property interests.

7. Confidentiality

7.1. Either Party (hereinafter ***the Discloser***) may in the course of mutual collaboration disclose to the other Party (hereinafter ***the Recipient***) non-public or proprietary information of any kind which the Recipient is provided, has access to or learns under this Agreement that relates to the Discloser's research or business (hereinafter ***the Confidential Information***).

7.2. The Parties shall treat as the Confidential Information any and all information disclosed by the Discloser in course of the Parties' negotiations and collaboration as long as the information

- 7.2.1. is classified (identified) by the Discloser as confidential;
- 7.2.2. is reasonably understood by a person reasonably familiar with the Discloser's business to be confidential given the nature and context of the disclosure; or
- 7.2.3. is considered a trade secret.

7.3. Unless agreed otherwise, the Parties shall treat all Research Results as the Confidential Information of the Partner.

7.4. The Recipient agrees to keep the Confidential Information in strict confidence, in particular not to reveal, disclose or make accessible the Confidential Information to any other party without prior written approval of the Discloser.

7.5. The Parties shall use secured data platforms for sharing the Confidential Information in the electronic form.

7.6. The Recipient agrees to use the Confidential Information only to carry out the obligations under this Agreement and handle it with the same standard of care that it takes to protect its own information of comparable sensitivity, but in no event less than reasonable care.

7.7. The duty of confidentiality does not apply to any information that:

- 7.7.1. is publicly available at time of its disclosure to the Recipient;
- 7.7.2. is published or made publicly available after having been disclosed to the Recipient, without a duty of confidentiality through no action or inaction of the Recipient;
- 7.7.3. the Discloser approved for publication by the Recipient;
- 7.7.4. was already known to the Recipient before its disclosure by the Discloser, provided that the Recipient was not at that time bound by a duty of confidentiality, as shown by the Recipient's then-contemporaneous written records;
- 7.7.5. is received by the Recipient, without confidentiality restrictions, from a third

party with the right to disclose the information to the Recipient; or

7.7.6. is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information as shown by the Recipient's written records.

7.8. A Recipient shall not be prohibited from disclosing Confidential Information to the extent such information is required to be disclosed by court order or by applicable law, or government regulation; provided, however, that in such event, the Recipient shall (a) give reasonable advance notice (except where not permitted by applicable law) to the Discloser of such required disclosure, (b) at Discloser's request and expense, cooperate with the Discloser's efforts to contest such disclosure or to obtain a protective order or other confidential treatment of the Confidential Information required to be disclosed, and (c) limit its disclosure to that which is required to be disclosed. Except for such required disclosure, such information shall be treated as Confidential Information hereunder for all other purposes unless and until another exception set forth in 7.6 subsequently applies.

7.9. The Recipient may disclose the Confidential Information to its employees, contractors or agents that have a need to know in order to fulfil the aim of this Agreement. The Recipient shall ensure that each such person is informed of the Confidential Information's confidential nature and is under binding written obligations or professional duty of confidentiality and non-use which are at least as stringent as those set forth herein.

7.10. In the event of a breach of confidentiality, the Recipient shall without undue delay notify the Discloser of the circumstances of the breach and the Confidential Information concerned and shall take all necessary steps to minimise the negative consequences of the breach.

7.11. Immediately upon the termination or expiration of this Agreement, or upon written request of the Discloser, the Recipient must immediately upon being so requested in writing by the Discloser, deliver to the Discloser the Confidential Information in its possession and all tangible items containing the Confidential Information or summaries thereof. Any part of the Confidential Information which cannot conveniently be returned to the Discloser by the Recipient must be destroyed in the manner that the Discloser directs. The Recipient will, upon the Discloser's request, provide a written notice certifying that it has so returned or destroyed the Discloser's Confidential Information except that (a) one (1) copy of such Confidential Information may be maintained in the legal files for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information, and (b) the Recipient shall not be required to destroy any computers files stored securely by the Recipient that are created during automatic system backup; provided that any copies retained pursuant to the foregoing clauses (a)-(b) shall remain subject to the terms of confidentiality and non-use set forth in this Section for so long as such copies are retained.

7.12. Notwithstanding anything to the contrary in this Agreement, the Partner may disclose the terms of this Agreement to actual or bona fide potential investors, licensees or acquirors of the Partner provided that (a) the Partner first advises each such potential investor or acquiror to whom such Confidential Information is to be disclosed of the confidential nature thereof, and (b) such potential investor or acquiror is bound by commercially reasonable obligations of confidentiality and non-use.

7.13. Each party acknowledges and agrees that the other party's confidential information and material and any associated information, as applicable, are provided "as is," without any warranty of any kind, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement or non-violation of any intellectual property rights of any third party or any other warranty, express or

implied.

8. Duration and Termination of the Agreement

8.1. The Agreement will take effect on the Effective Date and shall expire on the second anniversary of the Effective Date. Thereafter, this Agreement will be extended automatically for additional [redacted] periods, such extension to be repeated indefinitely, unless either Party gives written notification to the other Party of its decision to terminate the Agreement at least one month before the annual renewal date.

8.2. The Partner may terminate this Agreement for any or no reason upon [redacted] days prior written notice to the Institute of Microbiology.

8.3. Either Party may terminate this Agreement immediately upon notice in the event of an uncured material breach of the Agreement by the other Party, provided that the terminating party has previously informed the Party in breach of the breach in writing and has allowed the Party in breach [redacted] to rectify the breach.

8.4. Sections 3.7, 3.8, 6, 7, 8.4, 8.5, 11, 12 and 13 shall survive any termination or expiration of this Agreement. Termination or expiration of this Agreement shall not affect either Party's liability for any breach of this Agreement it may have committed before such expiration or termination.

8.5. Upon termination of the Agreement for any reason, (a) the Institute of Microbiology shall furnish the Partner any partial or completed work product, deliverable, Research Results (including Records and Reports) created pursuant to this Agreement; (b) each Party shall, at the other Party's instruction (in its sole discretion), promptly return or destroy any and all Confidential Information of the other Party in such Party's possession; (c) the Institute of Microbiology shall, at the Partner's instruction (in its sole discretion) and expense, promptly return or destroy any and all Material in the Institute of Microbiology's possession and (c) if applicable, the Institute of Microbiology shall promptly invoice the Partner for any amounts due for activities completed or deliverables provided to the Partner's reasonable satisfaction and prior to the effective date of termination, and the Partner will pay all undisputed invoiced amounts, provided, however, the Partner shall have no obligation to the Institute of Microbiology for activities completed and/or deliverables provided after the date of termination or in breach of this Agreement.

9. Subcontracting and Assignment

9.1. No Party may subcontract or assign any task or any part of the Research to a third party without the other Party's prior written consent, unless such assignment is to an affiliate or pursuant to a merger, consolidation or sale of such Party business or of all or substantially all of such Party's assets to which this Agreement relates.

9.2. In case any Party assigns or subcontracts any task or part of its obligations under the Agreement, such Party must oblige the subcontractor or assignee in writing to be bound by the confidentiality and intellectual property rights obligations of the assignor under this Agreement.

9.3. Any such written consent of subcontracting or assignment by the other Party shall not relieve the Party of its obligations under this Agreement, and such Party shall be and remain responsible for the activities of all of its subcontractors and affiliates under this Agreement as if such activities were conducted by itself.

10. Declarations and Warranties

10.1. The Parties declare that they have the power and authority to enter into this Agreement, and that they have solicited all required approvals.

10.2. Each Party hereby warrants to the other Party that the rights and obligations set forth

herein do not, and during the term of the Agreement shall not, conflict with any other right or obligation such Party has under any other agreement to which it is a party, including any sponsor or government entity.

10.3. The Parties acknowledge the fundamental uncertainty with respect to the results of the Research.

10.4. Each Party acknowledges that neither Party has made or makes any warranty or representation whatsoever as to:

10.4.1. the Research outcomes;

10.4.2. the patentability of any Research Results; or

10.4.3. the commercialisation and marketability of the Research Results.

11. Liabilities

11.1. Notwithstanding anything to the contrary in this Agreement, except for breaches of Section 7 (Confidentiality), or Section 6 (Intellectual Property Rights), a Party's entire liability under this Agreement, regardless of the basis on which the other Party is entitled to claim damages (including material breach, negligence, misrepresentation or other contract or tort claim), will be limited in the aggregate for all claims and causes of action to actual direct damages, but in no event more than the amount of the fees and the funding paid or payable under this Agreement.

11.2. Each Party shall indemnify, defend and hold harmless the other Party, its officers, employees, subcontractors and agents, from and against any and all costs, expenses, liabilities, damages, losses and harm (including reasonable legal expenses and attorneys' fees) arising out of or resulting from any third party suits, claims, actions, or demands to the extent resulting from or caused by: (a) the Party's performance under this Agreement; (b) the infringement by any Research outcome of any third party intellectual property right; (c) the gross negligence, recklessness or willful misconduct of the Party or its officers, directors, employees, subcontractors or agents; or (d) the Party's breach of its obligations, warranties, or representations under this Agreement, except in each case to the extent that the claim arises out of or results from the gross negligence, recklessness or willful misconduct of the other Party or the other Party's breach of its obligations, warranties, or representations under this Agreement.

11.3. Each Party's agreement to indemnify, defend and hold harmless the other Party is conditioned on the indemnified Party: (a) providing written notice to the indemnifying Party of any claim or demand for which it is seeking indemnification hereunder promptly after the indemnified Party has knowledge of such claim; (b) permitting the indemnifying Party to assume full responsibility to investigate, prepare for and defend against any such claim or demand, except that the indemnified Party may cooperate in the defence at its expense using its own counsel; (c) assisting the indemnifying Party, at the indemnifying Party's reasonable expense, in the investigation of, preparing for and defence of any such claim or demand; and (d) not compromising or settling such claim or demand without the indemnifying Party's written consent.

12. Governing Law and Dispute Resolution

12.1. This Agreement shall be governed by the law of the State of New York, regardless of its conflict of law principles.

12.2. Any dispute arising under this Agreement will be resolved as follows. First, within [redacted] after either Party identifies the existence of a dispute, each Party will appoint a representative with authority to resolve the identified dispute and such representatives, within [redacted] after their appointment, will meet or organise a video call to resolve such dispute. If the representatives cannot resolve the dispute within [redacted], the dispute shall be referred to and finally resolved by a competent court of the State of New York.

13. Final Provisions

13.1. All schedules form an integral part of the Agreement.

13.2. The Parties acknowledge that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts) and shall become legally binding upon the Institute of Microbiology only upon such publication in the Register of Contracts. The Parties have agreed that prior to publication of this Agreement, the Institute of Microbiology will remove (black out) any and all provisions of this Agreement designated by the Parties as trade secrets or Confidential Information and provide the redacted Agreement to the Partner for approval prior to any submission for publication.

13.3. Any changes to this Agreement may only be made in writing in the form of numbered amendments to this Agreement, signed by duly authorized representatives of both Parties.

13.4. In the event that any of the terms and provisions of this Agreement are held to be invalid or unenforceable by any competent court, such determination shall not affect the operation of the remaining provisions of this Agreement, which shall remain in full force and effect.

13.5. The Agreement is executed in (2) two counterparts, each of which shall be deemed to be an original document. All such separate counterparts shall constitute only one and the same Agreement.

13.6. The Parties declare that they have read the Agreement, understand its content, agree with it in full and desire to be bound by it.

13.7. This Agreement constitute the entire, final, complete, and exclusive agreement between the Parties with respect to its subject matter and supersedes all previous agreements, understandings and representations, written or oral, with respect to such subject matter.

13.8. This Agreement and the Parties' rights and obligations hereunder shall bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns.

13.9. The Parties are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Parties as a joint venture, partnership, co-owners or otherwise as participants in a joint or common undertaking.

13.10. No failure or delay by a Party in exercising or enforcing any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective.

13.11. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by e-mail, addressed to the Party to be notified at such Party's address as set forth on the signature page, as subsequently modified by written notice. Notice sent by e-mail shall be deemed to have been delivered once the receiving Party confirms its receipt of such e-mail.

13.12. The Parties agree that copies of signatures (e.g., PDF or facsimile) have the same effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

The Institute of Microbiology	**The Partner**
Signed: [redacted]	**Signed:** _____
Name: _____**Jiri Hasek**_____	**Name:** _____
Title: _____**PhD.**_____	**Title:** _____
Email: [redacted]	**Email:** _____
Address: _____	**Address:** _____

Annexes:

1 Background Rights
2 Research Plan Template

Annex 1: Background Rights

[redacted]

Nested Therapeutics, Inc.

[redacted]

Annex 2: Research Plan Template

1. A description and quantity of the Materials (see Section 2.2):
2. The general scope of the Research (see Section 3.1):
    a. [a description of the work to be performed by the Institute of Microbiology]
    b. [a description of the work to be performed by the Partner]
3. Report (see Section 3.8):
4. Project Leader:
5. Key Project Team Members:
6. Timelines:
    a. [performance milestone dates (if any)]
    b. [estimated completion date (if any)]
7. A description of the Deliverables to be provided to the Partner by the Institute of Microbiology:
8. Fees (see Section 5.1):