This **CONSULTING SERVICES AGREEMENT** ("Agreement") dated as of with effective date as date of last authorized signature October 11, 2023 ("Effective Date"), is by and between **MCRA, LLC,** with an address at 803 7th Street, NW, 3rd Floor, Washington, DC 20001 ("MCRA"), and **Center of Administration and Operations of the Czech Academy of Sciences**, registered public research institution, ID No 60457856, with an address at Národní 1009/3, 110 00 Praha 1, Czechia ("Company") (individually, a "Party" and collectively the "Parties").

1. Services. MCRA is hereby retained by Company to provide (i) consulting services regarding regulatory, cybersecurity, clinical research, reimbursement, compliance, and/or quality, as requested by Company from time to time and/or (ii) specific projects and services as may be requested by the Parties from time to time (such services, the "Services") as set forth in a statement of work or proposal (the "Work Order"). For the purposes of this Agreement, the location of the provision of the Services shall always be deemed to be the location of MCRA. Upon completion of any Services, MCRA shall provide the Company with electronic copies of all outputs, results, or deliverables produced during the provision of such Services via electronic means.

2. Relationship Between the Parties. MCRA's relation to Company shall be that of an independent contractor retained only for the purpose and to the extent set forth in this Agreement. No employee of MCRA shall be considered an employee of or entitled to participate in any plans, arrangements or distributions of Company or its affiliates pertaining to or in connection with any pension, stock, option, bonus, profit sharing or similar benefits for their regular employees. MCRA shall not sign the name of Company to any contract or agreement or bind Company in any respect (whether by written contact or verbal agreement), it being the express understanding that MCRA shall have no authority to do so. MCRA shall have the right to subcontract any Services to a third party ("Subcontractor").

3. Compensation. Company shall pay MCRA for the Services rendered under this Agreement by MCRA or any Subcontractor in accordance with the following hourly rates ("Hourly Rates"): (i) Regulatory, Cybersecurity, Biostatistics, & Healthcare Compliance: [redacted]

[redacted]. MCRA shall determine, in its sole discretion, the appropriate level to perform the Services or portions thereof.

4. Payment Terms. MCRA shall invoice Company on a monthly basis, in arrears, for the Services and for all ordinary and necessary business and travel expenses ("Expenses") incurred hereunder. Clinical Research Associate travel time will be invoiced at an hourly rate of $150. All other travel time will be invoiced at one-half the applicable Hourly Rate. Invoices shall be payable within thirty (30) days of the date of the invoice. MCRA reserves the right to charge interest upon any unpaid balance overdue, from the date the invoice is rendered until the date it is paid, at the lesser of 1.5% per month or the maximum rate allowable by law. Hourly Rates shall be subject each year to a four percent (4%) annual increase of the rates in effect immediately prior to the increase. The annual four percent increase shall be effective on the applicable anniversary date of the Effective Date each year.

5. Term and Termination. This Agreement shall commence on the Effective Date and remain in effect until completion of the Services, unless earlier terminated as provided herein (the "Term"). This Agreement may be terminated by either Party as follows: (i) in the event of a material breach by the other Party which remains uncured for a period of fourteen (14) days following receipt of written notice thereof; (ii) upon fourteen (14) days prior written notice, if the performance of this Agreement by either Party would be in violation of any laws, requirements or regulations; or (iii) upon sixty (60) days prior written notice to the other Party for any reason or no reason at all. All obligations of Company to pay any amounts due to MCRA pursuant to this Agreement shall survive termination of this Agreement.

6. Confidential Information. The Parties acknowledge and agree that each Party may be provided, come into contact with, become aware of or develop information, data and/or communications of a commercially sensitive, proprietary nature ("Confidential Information") which, if disclosed, could have an adverse effect on the other Party (the "Disclosing Party"). Confidential Information includes, but is not limited to, this Agreement, business, scientific or technical information relating to the Disclosing Party's research, product plans, products, services, operating methods, business plans, technology, ideas, proprietary data, trade secrets, developments, inventions, marketing and regulatory strategy, customer lists and databases and any other nonpublic information relating to the Disclosing Party. MCRA acknowledges that confidential information of the Company may contain confidential information of its collaborating institutions, namely the Institute of Physics of the Czech Academy of Sciences, Institute of Rock Structure and Mechanics of the Czech Academy of Sciences and the Czech Technical University in Prague ("Collaborating institutions"). Since the consulting services provided by MRCA to the Company also concern the Company's Collaborating institutions, the Company may need to share Confidential information of MCRA with these Collaborating institutions. The Company is responsible for ensuring that these Collaborating institutions are bound by conditions in this Agreement. Each Party hereby acknowledges that it shall not disclose or use (other than in connection with or expressly permitted by this Agreement), any Confidential Information during the Term and for two (2) years thereafter. All Confidential Information shall remain the property of the Disclosing Party. The obligation not to disclose Confidential Information shall not apply to information: (i) already known or available to the Party, without confidentiality restrictions, at the time of disclosure; (ii) already known or

available to the public, or which becomes available to the public, except where such knowledge or availability is the result of an unauthorized disclosure or breach by the Party; or (iii) required to be disclosed in compliance with a governmental regulation, law, court order or other legal process. Upon termination of this Agreement, upon request, a Party will promptly return to the Disclosing Party any materials containing Confidential Information of the Disclosing Party that were prepared by or for the Party, including, without limitation, documents, records and other materials in any medium ("Retained Materials"); provided, however, the returning Party may retain a copy of Retained Materials for the sole purpose of defending or otherwise responding to any claim made regarding or arising out of the Services, including electronic backup copies created in the regular course of business, and Retained Materials shall remain subject to this Agreement.

7. Healthcare Compliance. The Parties represent and warrant that they shall comply with all applicable laws including, without limitations, those relating to privacy and data protection, the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Federal False Claims Act (31 U.S.C. §§ 3729-3733), and the AdvaMed Revised and Restated Code of Ethics, Section X relating to the Provision of Coverage, Reimbursement and Health Economics Information. If either Party is required to enter into a Business Associate Agreement with a physician or other healthcare provider to obtain Patient Data and/or enable MCRA to provide the Services, such Party will do so. The Parties represent and warrant that they will comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), the regulations promulgated thereunder, and applicable state law. Any such Business Associate Agreement shall (i) permit de-identified Patient Data to be provided to the Company as well as to payers for use in accordance with this Agreement; and (ii) permit MCRA to de-identify protected health information. In addition, with respect to any reimbursement Services, the Parties acknowledge that such Services are not provided by MCRA as an improper inducement for referrals of any item or service reimbursed by a Federal health care program and are not intended to influence or usurp the sole responsibility of a healthcare provider for clinical decision-making and determinations of medical necessity related to any individual patient receiving treatment from such healthcare provider. MCRA shall promptly notify the Company in writing if, in the course of providing its Services under this Agreement, it becomes aware that the Company may need to comply with any of the aforementioned U.S. laws, regulations, or ethical standards. This notification will include a brief description of the potential compliance requirements and the reasons for such compliance.

8. No License or Rights. This Agreement confers no license or right to any copyright, trademark, trade name, patent or similar intangible property owned by either Party or any of their affiliates and neither Party shall make any use whatsoever of said intangible property without the other Party's prior written consent.

9. Non-Solicitation. Each Party agrees that during the Term and for the two (2) year period thereafter, such Party shall not nor shall such Party encourage or assist in any way any entity or individual to entice away, employ or solicit for employment or consultancy (i) any current employee or consultant of MCRA who provides Services hereunder and any current employee or consultant of the Company who works on the project related to the Services (collectively, the "Project Employees and Consultants") or (ii) any Project Employees and Consultant of MCRA and the

Company whose employment or consultancy arrangement ended with the other Party within one (1) year after the termination of this Agreement; provided however, this Section 9 shall not prohibit MCRA and the Company or any of their representatives from soliciting or hiring any Project Employees and Consultants of MCRA and the Company who responds to a general advertisement or solicitation, including but not limited to advertisements or solicitations through newspapers, trade publications, periodicals, radio or internet database, or efforts by any recruiting or employment agencies, not specifically directed at employees of the other Party.

10. Indemnification and Limitations of Liability. MCRA agrees to indemnify, defend and hold harmless Company and Company's directors, officers, employees, agents, members, and affiliates from and against any and all third party claims, suits, actions, damages, expenses, costs, fees (including reasonable attorney's fees) and liabilities for any injury or damage (collectively, "Losses") arising out of or in connection with (i) MCRA's gross negligence or willful misconduct in the performance of the Services under this Agreement (ii) the non-fulfillment or breach by MCRA of any agreement or covenant set forth in this Agreement or in any Work Order, (iii) the inaccuracy or breach of any representation or warranty made by MCRA in this Agreement or in any Work Order, (iv) claims relating to MCRA's infringement of the intellectual property rights of a third party, or (iv) a claim by a third party alleging MCRA's failure to comply with applicable laws or regulations in violation of Section 7 of this Agreement, but excluding in each case any Losses caused by Company's gross negligence or willful misconduct. Notwithstanding anything to the contrary contained herein, in no event shall MCRA's liability to Company for Losses exceed the fees actually received by MCRA for the specific Services that resulted in MCRA's obligation to indemnify. Company agrees to indemnify, defend and hold harmless MCRA and MCRA's managers, officers, employees, agents, members, and affiliates from and against any and all Losses arising out of or in connection with (i) Company's gross negligence or willful misconduct, (ii) the non-fulfillment or breach by Company of any agreement or covenant set forth in this Agreement or in any Work Order, (iii) products liability, breach of warranty, unfair trade practices or similar claims arising out of Company products that MCRA provides Services hereunder, , (iv) claims relating to Company's infringement of the intellectual property rights of a third party, (v) the inaccuracy or breach of any representation or warranty made by Company in this Agreement or in any Work Order, , or (vi) a claim by a third party alleging Company's failure to comply with applicable laws or regulations in violation of Section 7 of this Agreement including, without limitations, an allegation of improper inducement or submission of a false claim to a Federal health care program, but excluding in each such case any Losses caused by MCRA's gross negligence or willful misconduct. Notwithstanding anything to the contrary contained herein, in no event shall Company's liability to MCRA for Losses exceed the fees actually received by MCRA for the specific Services that resulted in Company's obligation to indemnify. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ITS AFFILIATES FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE including, but not limited to, loss of profits or revenue, business or goodwill, in connection with any injury, loss or damage arising out of the Services. Each Party acknowledges and agrees that its sole and exclusive remedy with respect to any claims for indemnification relating to the subject matter of this Agreement shall be pursuant to the provisions set forth in this Section 10. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action it

may have for these claims arising under or based upon any statute, law, ordinance, rule or regulation (including, without limitation, any such rights, claims or causes of action arising under or based upon common law or otherwise).

11. Non-Exclusivity; Non-Disparagement. Company expressly acknowledges and agrees that MCRA may provide services, including those which are the same as, or similar to, the Services provided hereunder, to third parties which may be competitors of Company, including MCRA's affiliates, entities in which MCRA and/or its employees or agents have an ownership interest, and other third parties, which develop, market and manufacture products, services or devices that are directly or indirectly competitive with Company's products, services or devices. The provision of such services by MCRA to third parties shall in no way be deemed a breach or violation of MCRA's obligations hereunder. During the Term and at all times thereafter (i) neither Party shall defame, disparage, make negative statements about or act in any manner that is intended to or does any damage to the other Party or any of its affiliates and (ii) each Party shall use best efforts to cause all of its current or former consultants and employees to not defame, disparage, make negative statements about or act in any manner that is intended to or does any damage to the other Party or any of its affiliates.

12. Insurance. During the Term, Company shall maintain general business liability insurance coverage for all occurrences relating to Services with limits of liability in an amount sufficient to satisfy all of Company's obligations to MCRA hereunder. Company will also notify MCRA at least thirty (30) days in advance if Company desires to modify or cancel any such insurance.

13. Notices. Any notice by a Party shall be in writing and sent by certified or registered mail, return receipt requested, or by reputable overnight courier to the respective addresses set forth above. Either Party may designate, by notice in writing, a different address to which notices shall thereafter be made. Notices are deemed given when received.

14. Severability; Waiver. The invalidity of any portion of this Agreement shall not affect the validity, force, or effect of the remaining portions of this Agreement. Except as otherwise provided herein, either Party may waive in writing compliance by the other Party (to the extent such compliance is for the benefit of the Party giving such waiver) with any of the terms, covenants or conditions contained in this Agreement (except such as may be imposed by law). Any waiver by any Party of any violation of, breach of or default under any provision of this Agreement by the other Party shall not constitute or be construed as a continuing waiver of such provision or a waiver of any other violation of, breach of or default under any other provision of this Agreement.

15. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party, but no rights, obligations or liabilities hereunder shall be assignable by a Party without the prior written consent of the other Party. Notwithstanding the foregoing, in the event of a conveyance, sale or other disposition of all or substantially all of the business of MCRA, whether by merger, consolidation, sale of assets or otherwise, MCRA may assign and transfer this Agreement, and all of MCRA's rights and obligations hereunder, to the purchasing person or entity and Company hereby expressly consents to such assignment.

16. Disclaimer. Company acknowledges that the results of the Services are inherently uncertain and that, accordingly, there can be no assurance, representation, or warranty by MCRA with respect to the usefulness, functionality, or operability of the Services or the results thereof. MCRA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES. The Services under this Agreement are being provided solely for the use of Company and are not intended for any third party. MCRA disclaims any responsibility, liability or duty of care to others based on these Services.

The Services to be provided by MCRA herein may include MCRA providing reimbursement recommendations, reports and background research to the Company based on its assessment of the information and materials provided by the Company. Company acknowledges that in the event MCRA's Services under this Agreement include reimbursement Services, such reimbursement Services are advisory only and the Company bears sole responsibility for determining what information to provide to healthcare providers regarding the medical necessity and proper site of service for its procedures, and reimbursement codes, charges and modifiers for reimbursement to healthcare providers from third party payers. The Company understands that MCRA cannot provide legal or medical opinions, including regarding medical necessity or reimbursement codes, charges and modifiers. The Company agrees that it will require healthcare providers to accept responsibility for determining the appropriate codes, charges and modifiers for the services for which they seek reimbursement.

17. Force Majeure. Delay or failure to perform by either Party shall be excused and shall not constitute a breach or give rise to an action for damages, remuneration of expenses or termination of this Agreement if such delay or failure to perform is indirectly or directly caused in whole or in part by any condition beyond the Party's control, including, without limitation, fires, floods, earthquakes, snow, tornadoes, disasters, other acts of God, accidents, riots, wars, epidemics, pandemics, strikes, governmental action or regulations, or widespread shortages of labor, fuel, power or transportation. The foregoing does not apply to Company's obligations to pay MCRA under this Agreement.

18. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflict of law thereof (other than Section 5-1401 of the General Obligations Law). If a dispute arises between Company and MCRA regarding, relating to, or arising out of this Agreement including, without limitation, the Services, the Parties hereby agree that the arbitration provisions set forth in this Section 18 shall be the exclusive and sole remedy to resolve such dispute. The Parties hereby expressly and irrevocably waive any right to litigate any matter related to this Agreement. The disputing Party shall place such dispute in writing and provide it to the other Party. The Parties shall attempt in good faith to resolve such dispute. If the Parties do not resolve the dispute within thirty (30) days, such dispute shall be referred in writing, to a board of arbitration (the "Board") that consists of three (3) members, whose decision shall be final and binding in all respects. Each Party shall select one (1) member of the Board and these two (2) people shall jointly select one (1) additional neutral member, who shall be a member in good standing with the International Chamber of Commerce, and who shall act as chair of the Board. The arbitration shall take place in Vienna,

Austria, unless the Parties otherwise agree. The arbitrators shall consider the matter in controversy and may hold hearings regarding the same, and their decision shall be entered in writing within ten (10) days after the matter is finally submitted to them. Arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce. All reasonable expenses, costs, and fees of the entire arbitration proceeding (including, but not limited to, the reasonable expense, cost, and fee of the arbitrators) shall be borne by the "non-prevailing Party". The status of being the "non-prevailing" Party and the determination of all reasonable expenses, costs, and fees, shall be determined by the Board and shall be included in the final decision of the Board. In the event that the Board determines that neither Party is considered the "non-prevailing" Party, then each Party shall bear the costs, expenses, and fees of the arbitrator he or it selected and the costs, expenses, and fees of the neutral arbitrator shall be borne equally by Company and MCRA.

19. Miscellaneous. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written, among the Parties regarding the subject matter hereof and regarding any nondisclosure or confidentiality agreements previously entered into between or on behalf of the Parties or their agents. This Agreement may be amended only by a writing executed by each of the Parties. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either Party. The provisions of Sections 4 through 19 of this Agreement will survive the termination of this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed an original and all of which taken together shall constitute one agreement. The Parties expressly agree that this Agreement and any related documents may be electronically signed, and that such electronic signatures shall be treated, for purposes of validity, enforceability, and admissibility, as equivalent to handwritten signatures. Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement because it was signed electronically, and that it will not raise any defense to the validity of the Agreement based on either Party's use of electronic signatures or the fact that the Agreement was transmitted or communicated through electronic means. The Parties further recognize that they are subject to the electronic signature laws of their respective jurisdictions and both Parties agree to be bound by these laws in the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed upon the day and date first above written.

MCRA, LLC

By: [redacted]

Name:

Title: President

CENTER OF ADMINISTRATION AND OPERATIONS OF THE CZECH ACADEMY OF SCIENCES

By: [redacted]

Name: Ing. Tomáš Wencel, MBA

Title: Director