

## AMENDMENT NO. 1 TO SPONSORED RESEARCH AGREEMENT

This AMENDMENT NO. 1 TO SPONSORED RESEARCH AGREEMENT (“**Amendment No. 1**”) is effective December 1<sup>st</sup> 2023 or by its publication in the Register of Contracts in accordance with Act No. 340/2015 Coll. of the Czech Republic, on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), whichever occurs later (the “**Amendment No. 1 Effective Date**”) and is made by and between BioMarin Pharmaceutical Inc. (“**BioMarin**”) and Masaryk University (“**Institution**”), pursuant to that certain Sponsored Research Agreement dated March 15, 2023 (the “**Agreement**”). BioMarin and Institution are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.” Except as expressly modified hereby, the Agreement shall continue in full force according to its terms. Capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the same meaning as set forth in the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment will control.

1. **Section 3.1** of the Agreement, entitled “**Research Funding**,” is hereby deleted and replaced in its entirety with the following:

**3.1 Research Funding.** In consideration of Institution’s (including Principal Investigator’s) performance of the Research, BioMarin shall pay Institution the amounts set forth below, up to a total of \$78,791.00 (inclusive of all overhead and direct and indirect costs of Research activities), to fund the Research (“**Fees**”). Institution acknowledges that the Fees have been paid in full to Institution as of July 23, 2023 and BioMarin has no further payment obligations to Institution.

BioMarin shall not be obligated to make any payments to Institution (including, without limitation, any overhead or direct or indirect costs) except as expressly set forth in this Article 3 unless the Parties otherwise mutually agree in writing. All payments pursuant to this Article 3 shall be by wire transfer to such account as Institution may specify in writing below.

Name of Bank:

Address of Bank:

Account Name:

Account Number/IBAN:

SWIFT:

2. **Exhibit A** of the Agreement, entitled “**Research Plan**” is hereby deleted and replaced in its entirety with **Attachment 1** attached hereto.
3. This Amendment No. 1 shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors, trustees, transferees and assigns.
4. The Parties agree that the governing law of the Agreement shall apply to this Amendment No. 1.

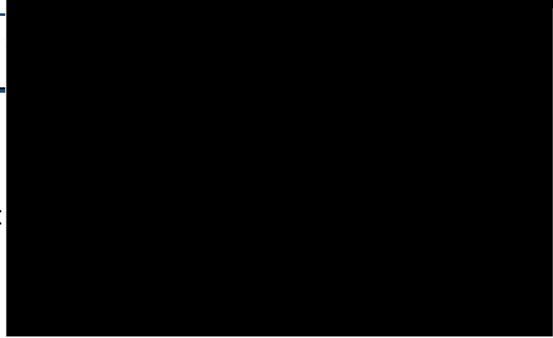
5. This Amendment No. 1 may be executed in one or more counterparts (including by .pdf), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Amendment No. 1 to be executed and delivered by their proper and duly authorized officers effective as of the Amendment No. 1 Effective Date.

**MASARYK UNIVERSITY**

**BIOMARIN PHARMACEUTICAL INC.**

\_\_\_\_\_



BY: \_\_\_\_\_

BY:

ITS: \_\_\_\_\_

ITS:

DATE: \_\_\_\_\_

DA

As Principal Investigator under the Agreement, I attest that I have read this Amendment No. 1 in its entirety, that I consent to the terms hereof, and that I shall use my best efforts to perform my obligations and responsibilities hereunder:

BY: \_\_\_\_\_

Dr. Pavel Krejci  
Principal Investigator