

COOPERATION AGREEMENT

This Cooperation Agreement (the “**Agreement**”) for the purpose of “**TM05000031 – Targeting the Androgen Receptor: Developing Binder Molecules for Prostate Cancer Therapy and Advancing NMR-AI Platform for Enhanced Drug Design**” is made as of 13 July, 2023 (the “**Agreement Date**”), by and between the Contractual Parties including Project Leader, Project Partner and Project Participants (collectively as “**All Contractual Parties**” and each, an “**Contractual Party**”):

Project Leader

Name: **AI|ffinity s.r.o.**
Id. No.:
Registered seat: JIC INMEC, Purkyňova 127, 612 00 Brno-Medlánky, Czech Republic
Represented by: Thomas Evangelidis, M.Res., M.Phil., Ph.D., CEO & CSO
(the “**Receiver**”); and,

Project Partner

Name: **AnHorn Medicines Co., Ltd.**
Id. No.: 83523270
Registered seat: 5F, No. 99, Ln. 130, Sec. 1, Academia Rd., Nangang Dist., Taipei 115, Taiwan (R.O.C.)
Represented by: Chu-Chiang Lin, Founder & CEO
(the “**Partner**”); and,

Project Participants

Name: **NexMR GmbH**
Id. No.: CHE-461.095.635
Registered seat: IFJ Institut für Jungunternehmen AG, Wiesenstrasse 10A, 8952 Schlieren, Switzerland
(the “**NexMR**”); and,

Name: **Masaryk University, Central European Institute of Technology**
Id. No.: CZ00216224
Registered seat: Žerotínovo nám. 9, 601 77 Brno, Czech Republic
(the “**CEITEC MU**”)

(the “**Participants**”)

Preamble

All Contractual Parties cooperate in the implementation of Project No. **TM05000031** entitled “**TM05000031 - Targeting the Androgen Receptor: Developing Binder Molecules for Prostate Cancer Therapy and Advancing NMR-AI Platform for Enhanced Drug Design**” (the “**Project**”), which the Receiver submitted to the 5th public tender of the DELTA 2 support programme for applied research, experimental development, and innovation (the “**Programme**”) of the Technology Agency of the Czech Republic (the “**Provider**”).

Provided that the Provider enters into the Agreement on Granting of Subsidy to the Project with the Receiver (the “**Agreement on Granting of Subsidy**”), All Contractual Parties undertake herein to cooperate in Project implementation and in utilizing the results of the Project.

Article I

Subject Matter of Agreement

1.1 The subject matter of this Agreement is to describe the roles and rights and obligations of All Contractual Parties relating to the implementation of the Project, in particular to define the rights and duties of All Contractual Parties with respect to (i) rights to intangible property (e.g. intellectual property) necessary for the implementation of the Project, (ii) rights to intangible property created during or in relation to the Project and (iii) regulation of utilizing the results of the Project.

1.2 The nature, purpose, goals and expected results of the Project are specified (i) in the Project proposal registered with the information/application system of the Provider and (ii) in the responsible assignments which form **Annex 1** hereof.

Article II

Terms and Conditions of Cooperation apply to All Contractual Parties

2.1 All Contractual Parties shall cooperate in compliance with the proposed Project and other conditions and documents that are binding for the Project. All Contractual Parties become acquainted with the Project content before signing this Agreement, including the Project application and all Programme conditions.

2.2 All Contractual Parties undertake to use all necessary efforts in order to achieve the purpose, goals and expected results of the Project as defined in Annex 1 to this Agreement. Failure to accomplish the purpose, goals and/or expected results of the Project may only be justified by circumstances generally recognized and defined as *force majeure*.

2.3 All Contractual Parties undertake to act and perform in a manner that will not jeopardize the implementation of the Project and the interests of the Participants and the Investigators (as defined in Article III below).

Article III

Structure of the Project – Participants and the Investigators (collectively as “All Investigators”)

3.1 The person responsible for the scientific implementation of the Project by the **Receiver** is the principal investigator: Thomas Evangelidis, email: [REDACTED] telephone: [REDACTED] address: [REDACTED]

3.2 The person responsible for the scientific implementation of the Project by the **Partner** is the responsible investigator: Jerry Chou, email: [REDACTED] telephone: [REDACTED] address: [REDACTED]

3.3 The person responsible for the scientific implementation of the Project by **NexMR** is the responsible investigator: Félix Torres, email: ftorres@nexmr.com, telephone: [REDACTED] Address: [REDACTED]

3.4 The person responsible for the scientific implementation of the Project by the **CEITEC MU** is

the responsible investigator: Radovan Fiala, email: +radovan.fiala@ceitec.muni.cz,

telephone: [REDACTED] address: [REDACTED]

3.5 The investigators are involved in the activities necessary for the successful completion of the Project in compliance with the approved Project proposal.

Article IV

Project Management, Involvement of Respective Contractual Party in Project

4.1 The Receiver is the Project submitter and applicant for the provision of subsidy in the Czech Republic. The Receiver shall conclude an Agreement on Granting of Subsidy with the Provider. The Receiver is the coordinator of the Project and provides administrative cooperation with the Provider in the Czech Republic.

4.2 The Partner is an applicant for the provision of subsidy in the country of its origin under the terms and conditions applicable in the country where the subsidy is granted.

4.3 The Partner undertakes to exercise all necessary efforts to implement the Project, and to act in a manner that will not jeopardize the implementation of the Project, the Project goals and results and the interests of the Receiver and the Participants. The Receiver undertakes to exercise all necessary efforts to implement the Project, and to act in a manner that will not jeopardize the implementation of the Project, the Project goals and results and the interests of the Partner and the Participants.

4.4 All Contractual Parties and All Investigators undertake to perform within the set deadlines and defined extent the activities leading to the Project implementation as specifically determined in the Project proposal and/or any other activities as necessary or needed for proper Project implementation.

Article V

Course and Evaluation of Project

5.1 For the purposes of verification and evaluation of progress in the Partner's cooperation during the Project implementation, All Contractual Parties are obligated to provide any and all relevant progress information and documents during the monthly meeting; and each party is responsible to prepare reports for their country.

5.2 All Contractual Parties undertake to cooperate on the execution of implementation plan to the Project results.

Article VI

Rights and Duties to All Contractual Parties

6.1 All Contractual Parties are obligated to notify each other any and all changes concerning the Project, any inability to perform obligations under this Agreement duly and in a timely manner and any and all material changes and facts that could affect the implementation, expected results and goals of the Project no later than seven (7) calendar days from the day on which they become aware thereof. All Contractual Parties are further obligated to prove at any time that they remain qualified to participate in the Project implementation.

6.2 All Contractual Parties undertake to archive documents relating to the Project for at least ten (10) years from the completion of the Project.

Article VII

Intellectual Property, Tangible Property

7.1 This Agreement governs the rights and obligations of All Contractual Parties to the existing intellectual property prior to entering into this Agreement (the "**Pre-Existing Knowledge**") and sets forth the rules of utilization of such Pre-Existing Knowledge for the purposes of implementation of the Project. Further, the Agreement governs the rights and obligations of All Contractual Parties to intellectual property created during the term hereof.

7.2 Intellectual property for the purposes of this Agreement means any results of intellectual activity, based on which any objectively perceivable intangible property is created. In particular, this includes inventions, technical solutions protected as a utility model, industrial designs, innovations and rationalization proposals, biotechnological inventions, trademarks, copyrighted works, know-how and other results of an intellectual activity.

7.3 Pre-Existing Knowledge which is necessary for the implementation of the Project or the utilization of its results shall remain the property of respective Contractual Party, however such Contractual Party shall permit the other Contractual Party to use any of its Pre-Existing Knowledge to the extent as necessary for the purposes of implementation of the Project.

7.4 All Contractual Parties acknowledged a separate license agreement between the AI|ffinity and CEITEC MU, file n. 005-2022-Bur as amended on June 15, 2023, including right to option and back-license to CEITEC MU for the use of derivative works (the “**Separate License Agreement**”), shall not affect the Partner's freedom to use the Intellectual Property and Tangible Property created during the term of this agreement, and such usage shall be granted free of charge.

7.5 In the event of any inconsistency between this Agreement and the Separate License Agreement or any license agreements between each Contractual Party that were not fully disclosed to the Partner before the effective Agreement Date, this Agreement shall prevail.

7.6 All Contractual Parties agreed that the intellectual property rights of the Partner's AIMCADD platform and its technology, all the data generated by this platform, and all resulting hits, lead compounds, and related chemical structures generated from the Project are exclusively owned by the Partner. Furthermore, the Partner holds complete ownership over all experimental data generated during their research activities.

7.7 All Contractual Parties agreed that the intellectual property rights of AI|ffinity's upgraded NMR-AI software platform, all in silico data generated by this platform are the exclusive property of AI|ffinity. This includes all outsourced DNA vectors derived from the AR-V7 sequence, protein expression, and purification protocols and HDX-MS data. Moreover the processed NMR spectra (including chemical shift assignments) and all related structural data, processed X-ray and SAXS structural data generated at CEITEC CF, the 3D structures and MD trajectories of protein and protein-ligand complexes created by AI|ffinity in this project are unequivocally owned by AI|ffinity. This data can be utilized for the purpose of improving AI|ffinity's technology, but not for development and commercialization related to any Androgen Receptor applications unless the Receiver receives written approval from the Partner. AI|ffinity's use of 4D-GRAPHS software and other appropriate results remains subject to the Separate License Agreement. AI|ffinity's upgraded 4D-GRAPHS software and any derivatives will be available to CEITEC MU free of charge for noncommercial applications subject to the license agreement above.

7.8 All Contractual Parties agreed that NexMR is the sole owner of the intellectual property rights associated with its photo-CIDNP spectra collection, photo-CIDNP compatible fragment library, experimental methodologies, hit discovery and characterization methods, as well as any methodological development by a NexMR employee. In addition, NexMR shall have the sole ownership and rights to use all experimental data, including binding data, affinity data, and epitope restraints, derived from photo-CIDNP NMR experiments in this Project. This data can be utilized for the purpose of improving NexMR's technology and may be disclosed for this purpose, but not for commercialization.

7.9 All Contractual Parties agreed that the intellectual property rights of all raw data produced by measurements conducted at CEITEC CF, are solely owned by CEITEC MU. This data includes, but is not limited to, unprocessed NMR spectra, MST data, X-ray crystallography data, SAXS data, circular dichroism data, analytical size-exclusion chromatography (SEC) data, and any other biophysical measurements made at CEITEC CF. However, the ownership over all data and research outcomes generated from the processing of these raw data by AI|ffinity (characterization of protein-ligand interaction, Kd values, molecular shapes by SAXS, molecular weights by SEC, 3D structures), will belong to AI|ffinity, but not for development and commercialization related to any

Androgen Receptor applications unless the Receiver receives written approval from the Partner. CEITEC MU, receives compensation from the collaborating undertaking equivalent to market prices for the out-sourced services to the results assigned by the Project Leader of the Project. The arising activities and assigned to or accessed by the Project Leader undertaking after the conclusion of Project, predominantly the raw data produced shall be governed by the Separate License Agreement and without effect to the right of the Partner.

7.10 All Contractual Parties agreed that the Partner has unrestricted freedom to obtain and apply for internal R&D purposes all types of NMR and X-ray structural data of protein, protein-ligand, and related structural data derived from the Project.

7.11 All Contractual Parties agreed that the Partner has unrestricted freedom to submit patent applications in protection of the related chemical structures derived from the Project into the disease indications, including but not limited to, prostate cancer, breast cancer, liver cancer, lung cancer, bladder cancer, kidney cancer.

7.12 All Contractual Parties agreed that AI|ffinity and NexMR won't be listed as co-inventors and/or applicants on the patents for the therapeutic molecules. However, they will be the lead authors on any non-commercial scientific papers that get published. All Contractual Parties agree to provide appropriate acknowledgment of CEITEC MU as the source of the relevant data or relevant intellectual property in relevant publications and acknowledge CEITEC MU contributors as authors where appropriate.

7.13 All Contractual Parties agreed that the Intellectual property for which the protection is possible (patents, utility models etc.) cannot be disclosed until the respective applications for protection are submitted.

7.14 All Contractual Parties agreed to collaboratively choose suitable research findings, to be submitted for joint publication in a journal, after the patent application is submitted.

Article VIII

Ensuring Protection of Information and Outcomes Obtained in Connection with the Project

8.1 All Contractual Parties undertake to provide each other with all information as necessary to carry out the activities hereunder. Unless All Contractual Parties agree otherwise any and all information obtained from the other Contractual Party, which is not in the public domain is considered to be confidential (the “**Confidential Information**”).

8.2 Any of the respective Contractual Party that has obtained such Confidential Information is obligated to maintain confidentiality thereof and ensure sufficient protection against unauthorized access thereto. It must not disclose such Confidential Information to any other person/entity, save for its employees and other persons who are in charge of conducting activities under this Agreement and with whom the respective Contractual Party has concluded a confidentiality agreement with a scope similar to that stipulated for All Contractual Parties by this Agreement, and it shall not use the Confidential Information for any purpose other than the performance of activities under this Agreement.

8.3 Duties pursuant to para 8.1 apply without any change and remain valid for a period of ten (10) years after the termination of this Agreement, notwithstanding the reason for such termination.

Article IX

Liability for Damage

9.1 All Contractual Parties acknowledge that a breach of a duty under this Agreement by any of the Contractual Party may result in the other Contractual Party incurring damage, and undertake to compensate the other Contractual Party for any damage so caused.

Article X

Final Provisions

10.1 This Agreement becomes valid on the date of its signature by All Contractual Parties and the rights and obligations to the **Article VII Intellectual Property, Tangible Property** shall be effective as of the signature date of the Agreement on granting of Subsidy. The Agreement is concluded for the duration of the Project and for three (3) years after the completion of the Project. All Contractual Parties have agreed that those provisions of the Agreement which were apparently intended by All Contractual Parties to survive after the termination or expiry of the Agreement shall remain valid and effective (in particular Articles 7.1 - 7.9 and Articles 8.1 - 8.3).

10.2 All Contractual Parties have agreed to settle any disputes arising out of the implementation of the Agreement by mutual agreement. Should such amicable settlement prove to be impossible within a reasonable amount of time, Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator to be appointed by the President for the time being of the SIAC. The language of the arbitration shall be English. The language to be used in the proceedings shall be in English.

10.3 The Agreement may cease to exist upon full discharge of all obligations by All Contractual Parties arising hereunder, and/or by a written agreement of All Contractual Parties in which the Receiver and the Partner agree upon the terms and conditions of the termination of the Agreement.

10.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of Singapore. The terms and conditions of subsidy granted to each Contractual Party by its country of origin shall be governed by valid laws and regulations of the country granting such subsidy.

10.5 Changes and amendments to the Agreement may be made solely by agreement of All Contractual Parties in the form of written numbered amendments to the Agreement. The Partner is not entitled to transfer rights and duties hereunder to a third party without the prior written agreement of the Receiver during the Agreement on Granting of Subsidy.

10.6 This Agreement may be terminated under the following circumstances: (i) Any Contractual Party may terminate this Agreement if, upon receipt of written notice from the non-breaching party, the breaching party fails to rectify its breach of this Agreement within a reasonable period of time specified in the notice; or (ii) either the Receiver or the Partner may terminate this Agreement if the application for Granting of Subsidy is rejected.

10.7 An electronic copy, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by e-mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any electronic copy, telecopy or other reproduction hereof.

10.8 All Contractual Parties hereby declare that they have read through the whole Agreement, agree with the context and further represent that this Agreement has been concluded in full compliance with their internal policies and that they are fully aware of the obligations they assume by concluding this Agreement.

(signature page follows)

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

The RECEIVER:

AI|ffinity s.r.o.

Name: Thomas Evangelidis
Position: Founder, CEO & CTO

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

The PARTNER:

AnHorn Medicines Co., Ltd.

Name: Chu-Chiang Lin
Position: Founder & CEO

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

The PARTICIPANT:

NexMR GmbH

Name: Félix Torres

Position: Founder & CEO

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

The PARTICIPANT:

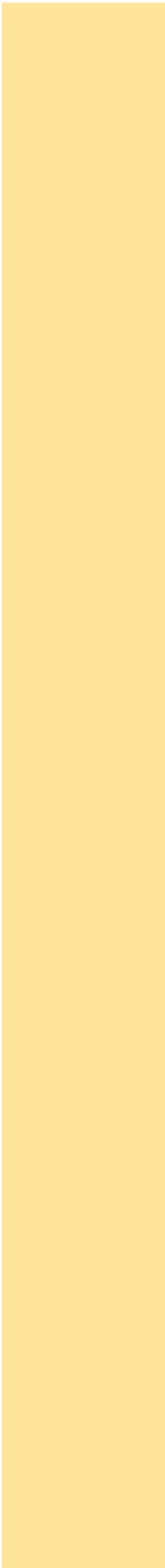
Masaryk University

Name: prof. MUDr. Martin Bareš, Ph.D.

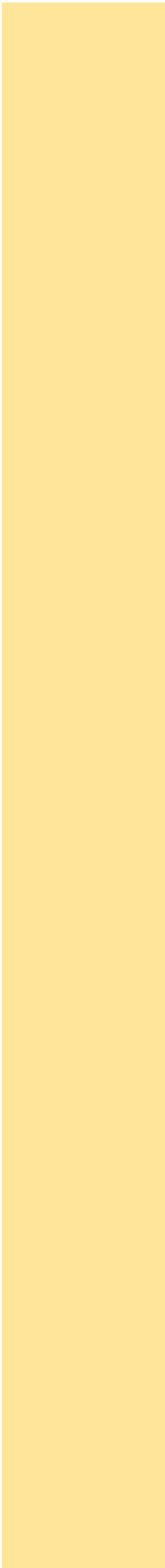
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Annex 1 – Responsible Assignments and Key Milestones of the Project

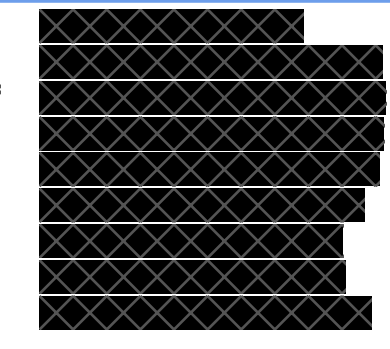
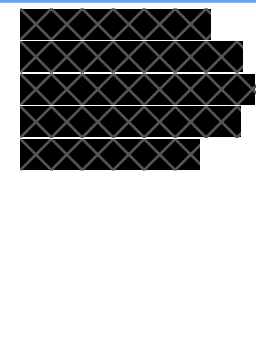
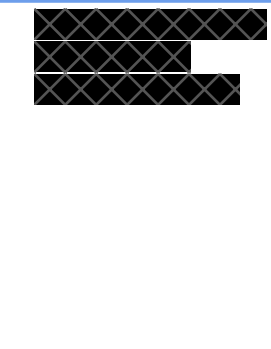
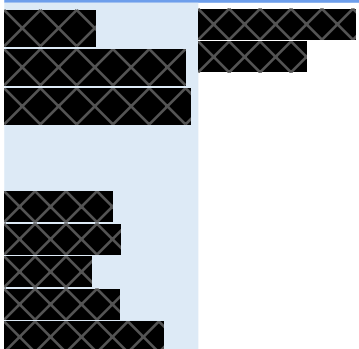
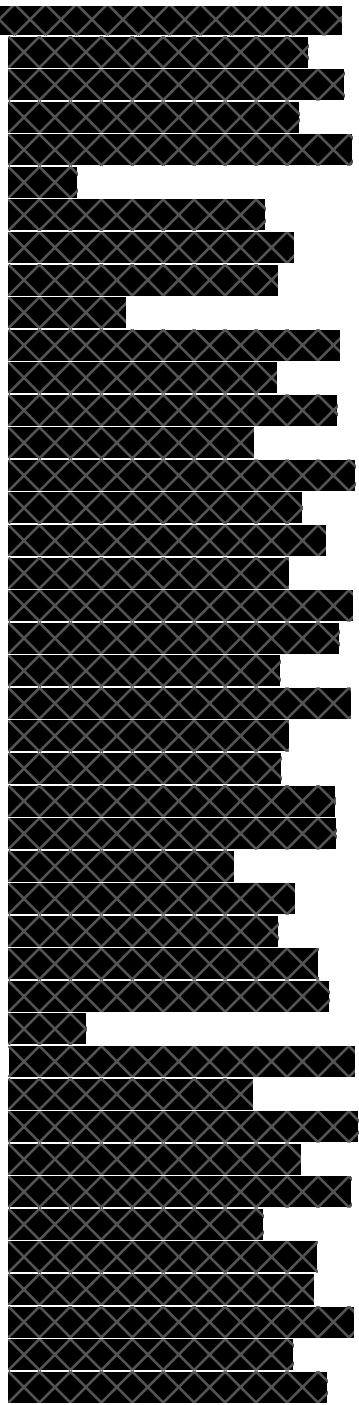
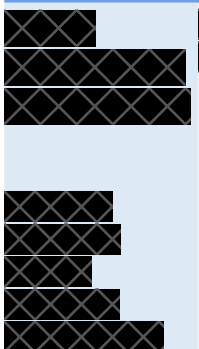
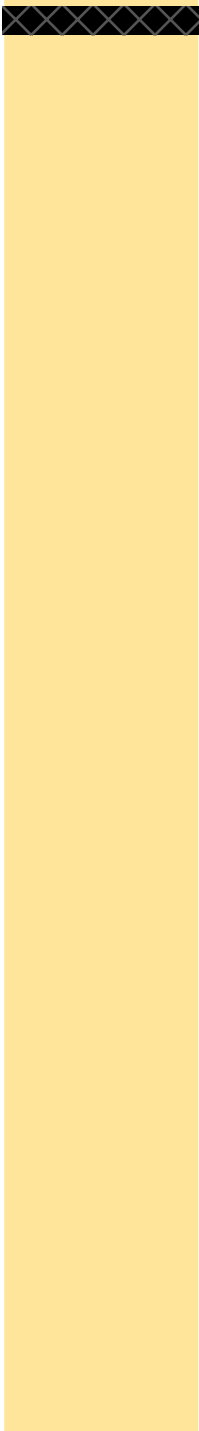
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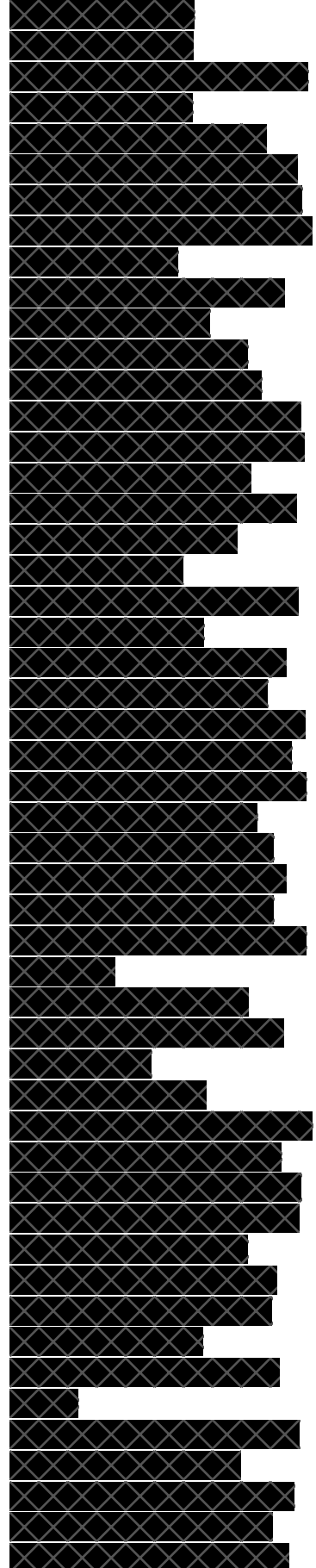
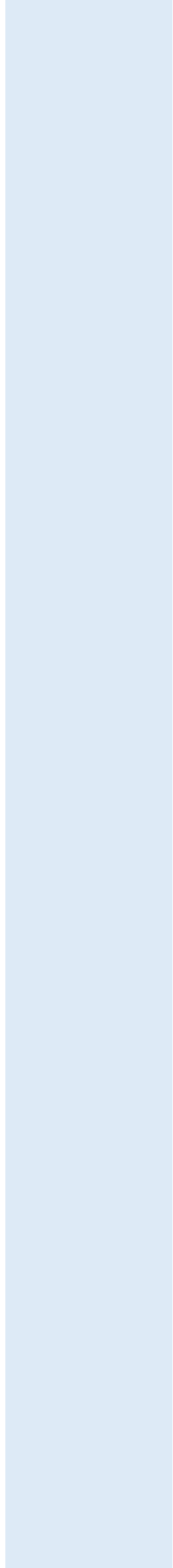
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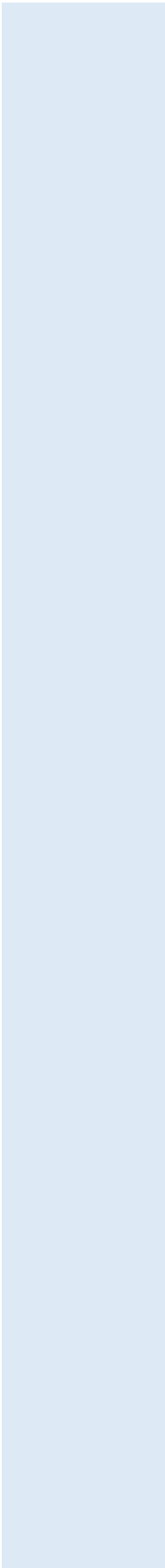
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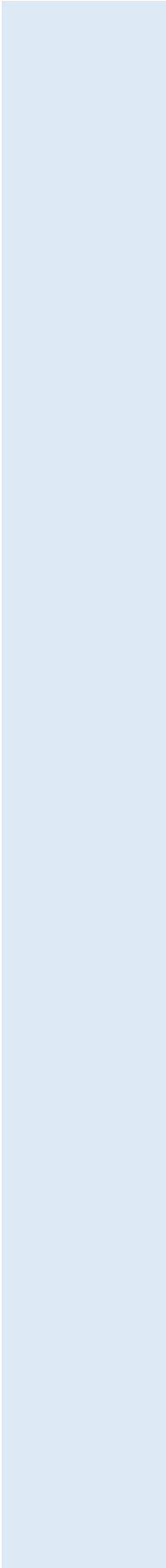




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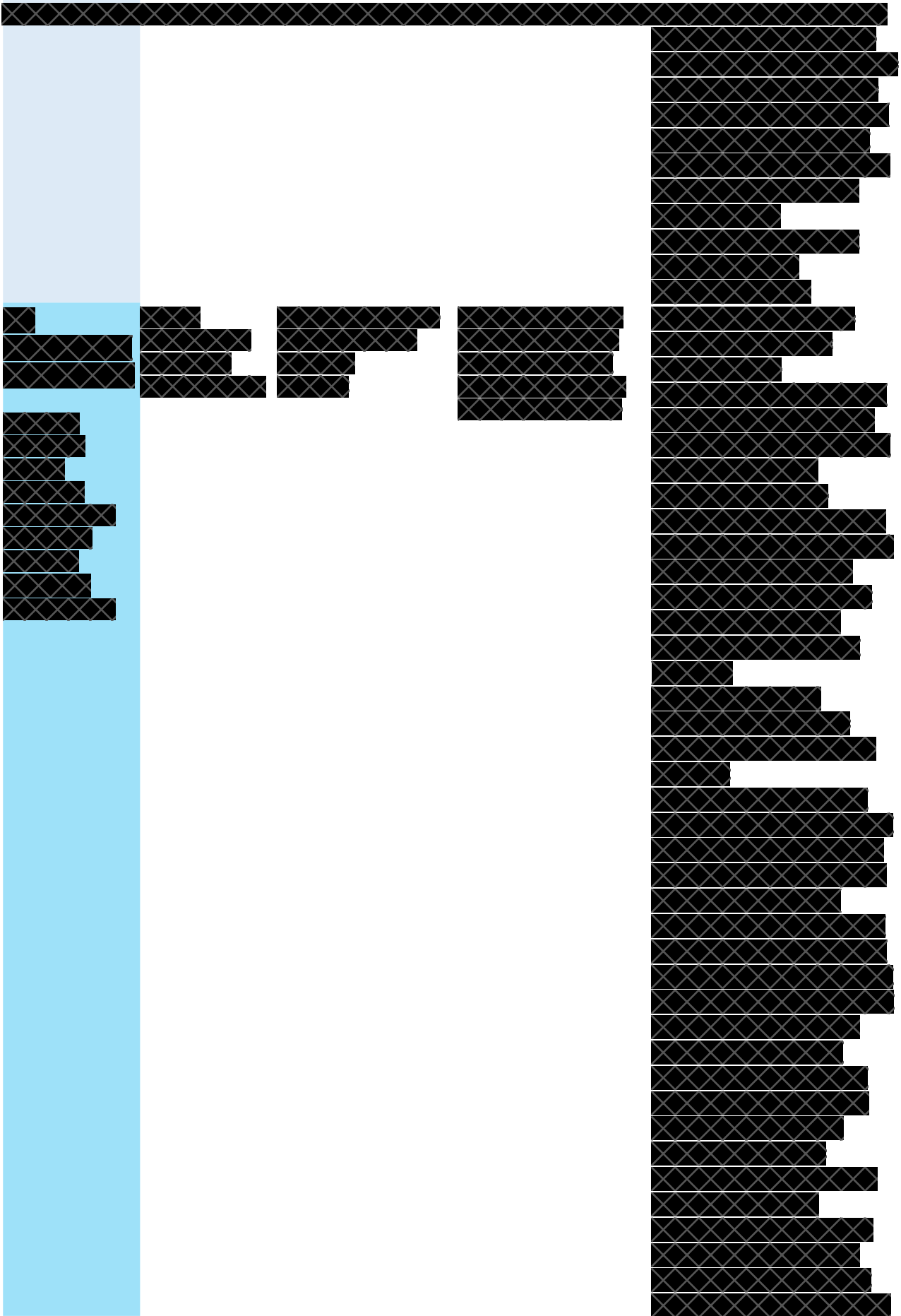


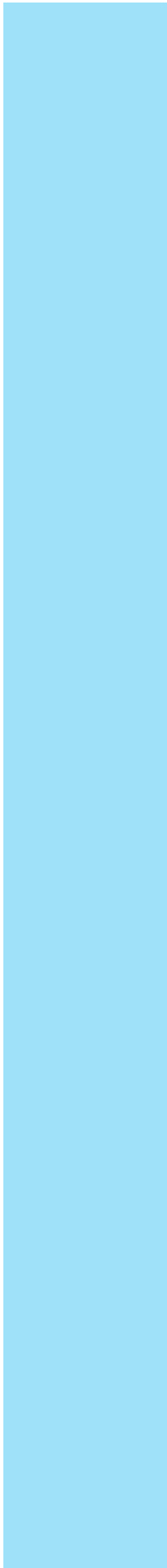
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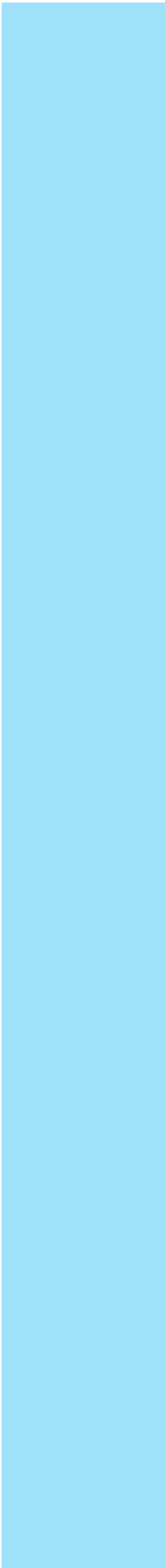
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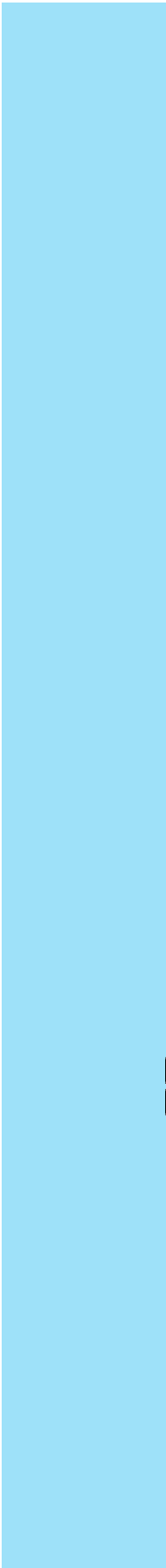


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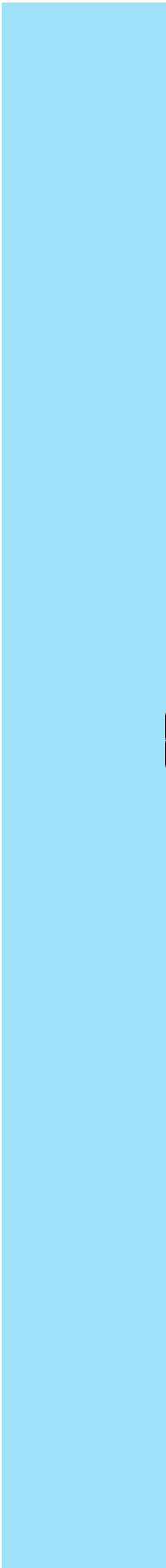
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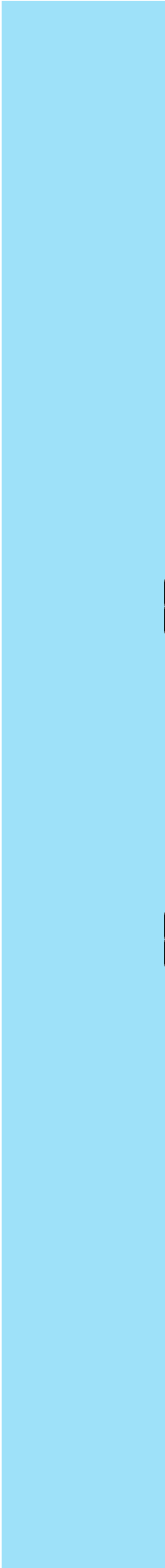
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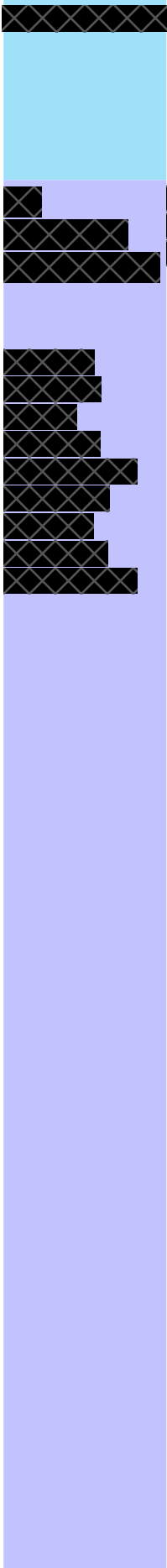
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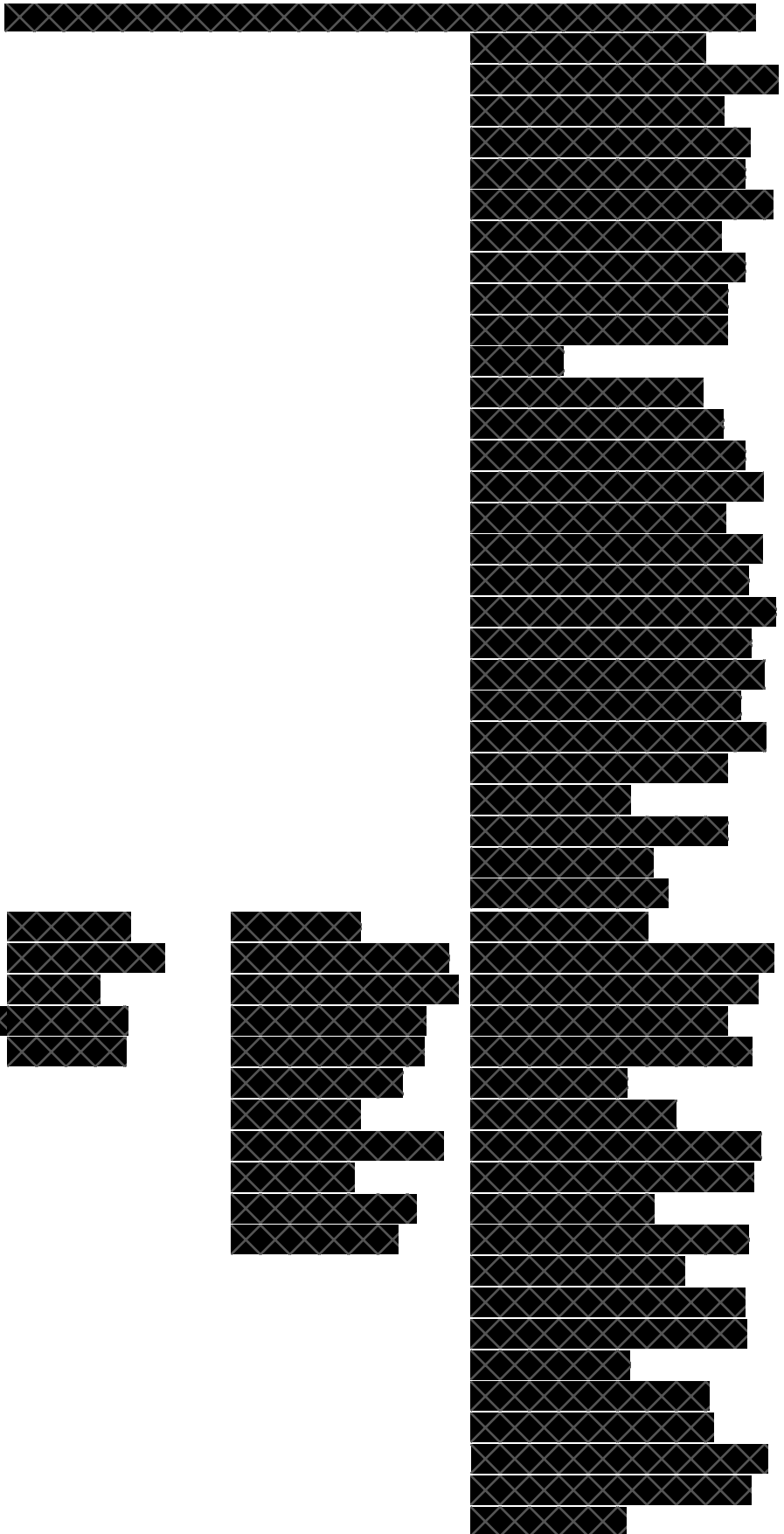
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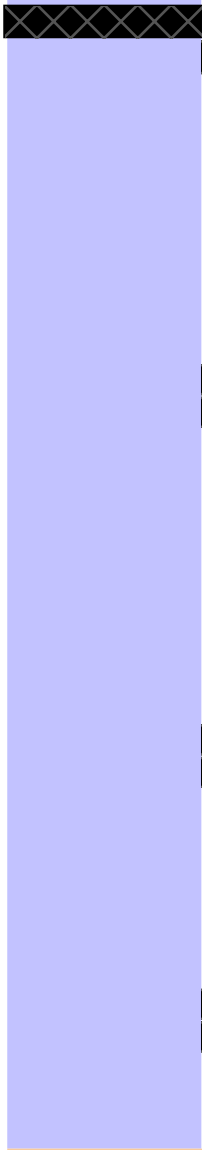
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