

The Pershing Square Foundation
STATEMENT OF INTENTION

Grant Recipient: Ústav organické chemie a biochemie AV ČR, v.v.i. Inc. (The Institute of Organic Chemistry and Biochemistry of the Academy of Sciences of Czech Republic), Identification No.: 61388963, with its registered seat at Flemingovo nám. 2, 160 00 Praha 6, Czech Republic (collectively, "Grantee" or "You")

Expected Grant Amount: [REDACTED]

Purpose: Support of the research projects conducted by Principal Investigator [REDACTED] ("Awardee").

Expected Grant Period: January 31, 2024 – December 31, 2028 (or such later date if the Foundation grants an extension in its sole discretion in response to a request from Grantee)

Expected Disbursement: Five (5) Annual Installments (See "Expected Timing of Payment" below)

1. **The Foundation:** The Pershing Square Foundation (the "Foundation") is a private foundation, Identification No.: 20-8068401, based at 787 Eleventh Avenue, 9th Floor, New York, NY 10019.
2. **The Statement of Intention:** The Foundation intends to make grants (or request grants to be made or recommended by one or more Affiliated Donors, as defined below) to Grantee in support of Awardee's work in the combined total amount of [REDACTED]. Any funds paid to Grantee under this Statement of Intention regardless of whether made by the Foundation or an Affiliated Donor (including any interest earned from such funds, which are collectively referred to herein as the "Grant" or "Grant Funds") will be subject to the terms set forth below.
3. **Grant Recipient Tax-Exempt Status:** Our research informs us that you are not exempt from taxation under Internal Revenue Code Section 501(c)(3) and do not hold an IRS determination letter as a recognized tax-exempt organization. The Foundation, or an Affiliated Donor (as defined below) intends to obtain an "Equivalency Determination" as described in IRS Rev. Proc. 2017-53 in order to permissibly make a grant to Grantee. You agree to assist and cooperate with the Foundation's and Affiliated Donor's internal staff and external providers to support the initial equivalency determination and any ongoing reviews.
4. **Receipt of Funds:** Grantee wishes at this time to confirm its ability and willingness to accept any future payments under this Statement of Intention for the purpose of the Project (as defined below), upon the terms and conditions set forth herein.
5. **Affiliate Payment:** Grant Funds may be paid by the Foundation or one or more of the Foundation's Trustees or donor advised funds with respect to which the Foundation or any of its Trustees have advisory privileges (each such Trustee and donor advised fund, an "Affiliated Donor"). The Foundation will provide Grantee 30 days' prior notice of any payment that it anticipates will be made by an Affiliated Donor (such payment, an "Affiliate Payment") and the identity of such Affiliated Donor. All Affiliate Payments received by Grantee shall count towards the Expected Grant Amount. In consideration of, and upon receipt of, an Affiliate Payment, Grantee agrees that the purposes, terms and conditions applicable to Grant Funds received from the Foundation at set forth herein shall also apply to Affiliate Payments.
6. **Purposes; Use of Funds:** As of the date hereof and as of the date Grantee receives any Grant Funds, Grantee agrees, represents and warrants as follows:
 - i. **This grant is made solely to support research projects, to be conducted by [REDACTED]. The specific projects and associated milestones are stipulated in the Project proposal in Appendix B (the "Project").**

- ii. **The Grant Funds may not be expended for any other purpose and, as stipulated in the Project Budget in Appendix C without the written approval of the Foundation. Transfer between budget cost items is possible in terms of particular years.** The Grant Funds are expected to be expended for the purposes set forth in this Statement of Intention by the end of the Expected Grant Period. An extension may be granted at the sole discretion of the Foundation. Any funds not expended by the end of the Grant Period including an extension granted by the Foundation (the "Actual Grant Period") must be immediately returned to the applicable donor(s). If any amount of the Grant Funds is not spent by the Grantee within the respective year, the unspent funds can be transferred to the succeeding year and used in the succeeding year. If the funds spent by the Grantee in the respective year exceed the budget for such year, Grantee may request permission from the Foundation to use the following year Grant Funds toward such excess. Once the Foundation or any Affiliated Donor has contributed Grant Funds, disbursement of future installments will be contingent upon Grantee's continued compliance with the restrictions set forth in this Statement of Intention and Grantee's satisfaction of its reporting and accounting obligations in connection with prior grant payments.
 - iii. It is expressly understood that the Foundation has no obligation to provide other or additional support for this or any other project or purposes. Grantee has secured an additional grant from the Other Donor equal to the Foundation's Grant (the "Other Donor Grant").
 - iv. **In no event may more than 5% of any Grant Funds (██████ year) be used for any indirect or overhead costs for the Project.** Grantee, by accepting any Grant payment and agreeing to the budget in Appendix C, explicitly agrees to assume responsibility of indirect or overhead costs. Any use of Grant Funds toward indirect or overhead costs requires prior approval from the Foundation.
 - v. In compliance with applicable United States tax laws and regulations, Grantee agrees that any Grant Funds received will be expended solely for charitable, scientific, literary or educational purposes as defined under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). No part of the Grant shall be used (i) for other than charitable purposes within the meaning of Section 170(c)(2)(B) of the Code, (ii) to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code or (iii) to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code.
 - vi. Grantee agrees that any Grant Funds received will not be used to satisfy a pre-existing charitable pledge or obligation of any Disqualified Person (as such term is defined in Section 4946 and 4958 of the Code) of the Foundation or an Affiliated Donor (if donated by a donor advised fund) or to provide any tangible economic benefit to any Disqualified Person of the Foundation.
 - vii. Grantee agrees that it will take all reasonable steps to ensure that any Grant Funds are not used to support terrorist activity. Payments under this Statement of Intention will be made, and Grantee will use the Grant Funds in compliance with all relevant laws. The Grantee represents and warrants that it is in compliance and, during the Actual Grant Period, will comply with all applicable laws restricting U.S. persons from dealing with any individuals, entities groups or countries subject to sanctions by the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"). Further, Grantee represents and warrants that it does not deal with individuals, entities or groups or countries subject to sanctions by OFAC or with any other persons known to such party to support terrorism or to have violated OFAC sanctions.
7. **Deliverables and Other Specific Requirements:** Payments made under this Statement of Intention are subject to any deliverables and meeting all milestones agreed to by the Foundation and Grantee (on behalf of itself and Awardee) and included in the Project proposal in Appendix B. Once an initial payment has been made, the

Foundation's willingness to make future payments will depend on, at a minimum, successful achievement of any deliverables and reporting to us about their achievement the Foundation may require as well as explanation of significant variances.

- 8. Reporting:** Assuming any Grant Funds are received by Grantee under this Statement of Intention, Grantee agrees to provide to the Foundation written narrative and financial reports regarding the use of any Grant Funds received and the progress that Grantee has made toward accomplishing the charitable purposes of the Grant (for which funds have been spent or remain outstanding in the relevant reporting period), following the schedule below:

<u>Report Due Date</u>	
01/15/2025	Annual Report (narrative and financial)
01/15/2026	Annual Report (narrative and financial)
01/15/2027	Annual Report (narrative and financial)
01/15/2028	Annual Report (narrative and financial)
02/28/2029	Final Narrative Report
3/31/2029	Final Financial Report

In the event a no-cost extension for the spending of Grant Funds has been granted by the Foundation, Grantee will continue to provide annual interim reports during the extension period. Final narrative and financials reports will be due no later than 30 days and 60 days, respectively, after the completion of the extension period.

Grantee will also provide annual audited financial statements within a reasonable time after the conclusion of Grantee's yearly accounting period for every year in which the Grant Funds have been received, expended or retained and in no case later than 30 days after the completion of Grantee's annual audit.

The Annual Reports must be in a format determined by the Foundation, using a template to be provided by the Foundation to the Grantee, on an annual basis at least one (1) month in advance of the Annual Report Due Date as stated here above. Grantee and/or Awardee should expect to include in the report, at a minimum, a substantive discussion of the following:

- i. Summary of activities and programs of the Project during the applicable reporting period, including impact metrics and scientific and lay summaries of any findings.
- ii. Summary of progress towards grant milestones.
- iii. Comments regarding challenges during the applicable reporting period and explanation of any permitted variances from the Project proposal and/or budget.
- iv. Description of any IP licensing discussions/research commercialization efforts.
- v. Outline of anticipated activities for the coming year (if applicable).
- vi. Budget reconciliation statement showing expenditures relative to the Project budget for such year.
- vii. List of any publications, presentations, conferences, additional funding leveraged from other sources, and any similar professional activities and outcomes supported by the grant.

In addition, during the Actual Grant Period, Grantee shall provide the Foundation with informal updates on or about August 31st and April 30th of each year, or as needed, in which Grantee provides information on recent activities and significant findings.

In addition, Grantee agrees to provide to the Foundation copies of any publications or presentations prepared in connection with the Project and shall, upon the Foundation's reasonable request, provide to the Foundation further information about the Project and the use of the funds as the Foundation believes is necessary for the Foundation to keep fully apprised of such matters.

9. Expected Timing of Payments

Assuming Grantee has returned a duly executed copy of this Statement of Intention to the Foundation before such date, the Foundation anticipates that an initial installment will be paid on or around 2/29/2024 by the Foundation or an Affiliated Donor. Additional payments are expected to be made according to the schedule provided in this Statement of Intention, provided however, that the Foundation's election to make such subsequent payment will be informed by, at a minimum, Grantee's satisfactory (i) compliance with the terms, conditions, and obligations set forth herein (including, without limitation, timely satisfying reporting and accounting requirements with respect to the previous payment), and (ii) fulfillment of the Grant's objectives, as determined by Foundation in its reasonable discretion. See Appendix A for detailed payment schedule.

10. Required Notices and Consultation: At any time after execution of this Statement of Intention, Grantee shall promptly notify the Foundation in writing in the event of any of the following described below (each, a "Material Adverse Event"). Any Material Adverse Event may impact the willingness of the Foundation or other Affiliated Donors to make the proposed grants, which shall be made in the Foundation's sole discretion.

- i. **Organizational Changes:** Grantee agrees to promptly notify the Foundation in writing with regard to any significant incidents or circumstances that affect or might affect Grantee's financial stability or viability and/or programmatic activities. These incidents or circumstances include, without limitation, (i) any change in Grantee's legal status or classification and in particular those that could affect the Equivalency Determination, (ii) any or all instances of claims (internal or by third-party sources) or findings fraud, misconduct (including without limitation, research misconduct or violation of Grantee's policies), or other situations that could negatively impact Grantee's, the Awardee's, the Foundation's or any Affiliated Donor's reputation in the Foundation's discretion or lead to material financial harm, (iii) major investment losses, (iv) changes to Grantee's core mission or purposes, (v) changes to any senior staff managing the Project (especially Awardee), (vi) Awardee no longer being employed by Grantee, (vii) Awardee no longer being able to serve as the director of the Project, (viii) material conflicts of interest, or (ix) plans involving the dissolution, merger or transfer of all or substantially all of the assets of Grantee. If there is any question as to the significance of a particular development, please contact the Foundation to discuss.
- ii. **Deviation from Purposes:** Once Grantee has received any Grant Funds, if Grantee discovers that any part of Grant Funds received have not been expended or committed for the Project (and in accordance with the budget in Appendix C), Grantee promptly will notify the Foundation. The Foundation will then determine, in its sole discretion, whether to rescind this Statement of Intention. The Foundation and Grantee may also mutually agree to change the terms or purposes of the grant, including retroactively for funds already expended, provided that such use serves the Foundation and Grantee's respective charitable purposes. If the terms or purposes of the Grant are changed pursuant to this paragraph, Grantee agrees to use the unexpended amount of the Grant Funds for the changed purpose of the Grant, and to provide an accounting as to the use of any previously expended Grant Funds. Any funds expended other than for the Project or otherwise not in accordance with this Statement of Intention (including any modified purpose approved under this sub-paragraph (ii)) must be immediately returned to the applicable donor(s) in an amount equal to the amount of Grant Funds so expended.

11. Recission and Survival:

- i. In the event of (i) any material violation by Grantee of the terms of this Statement of Intention (including without limitation, failure to conduct and use the Grant Funds in substantial compliance with the Project and the budget in Appendix C), (ii) any determination by the Foundation in its reasonable discretion that Grantee is unable to carry out the purposes of the grant, ceases to be an appropriate organization to carry out the purposes of the grant, is unable to secure a substitute grant for the Other Donor Grant as described in

Section 6 (iii) or otherwise does not conduct its program in a way that is compatible with the goals of the Foundation and the collaborative spirit of this Statement of Intention, or (iv) any Material Adverse Event, the Foundation may, in its sole discretion, terminate this Statement of Intention and, to the extent payments have already been made to Grantee, require Grantee to return any Grant Funds not yet expended or irrevocably committed to the Project to the applicable donor(s) immediately upon written notice to Grantee. The Foundation may also require Grantee to reimburse the applicable donor(s) for any Grant Funds expended not in accordance with the terms and conditions of this Statement of Intention.

- ii. Except with respect to Section 11(i), the Foundation may (but is not required to) provide Grantee with 30 days' prior notice and an opportunity to cure before exercising any of its options pursuant to this paragraph.
- iii. Irrespective of the reasons (if any) for the Foundation's decision to rescind the Statement of Intention or rescind the Grant once funds have been paid, Grantee shall promptly present the Foundation with a Final Report for all funds previously received as described in Section 8 (Reporting). In the event the Foundation terminates this Statement of Intention or otherwise decides not to make further grants for any reason, any Grant Funds retained by Grantee shall remain subject to the terms and conditions set forth in this Statement of Intention.
- iv. In no event shall the Foundation be responsible for any lost revenue, consequential damages, or other lost opportunities or damages arising from any decision not to make or to postpone further payments, cancel, revoke or rescind this Statement of Intention.
- v. In the event that Foundation elects to rescind this Statement of Intention due to Awardee no longer being employed or affiliated with Grantee, no longer being able to serve as the director of the Project, or as otherwise permitted hereunder, Grantee agrees to promptly refund any unspent, uncommitted (to the Project) portion of the grant to Foundation or assist Foundation and/or its designee, with the orderly transfer of any remaining Grant Funds under the Project to Foundation's designee as expeditiously as possible, and to render all assistance reasonably requested by Foundation and its designees in connection therewith, without any cost to Foundation.
- vi. The following terms of this Statement of Intention shall survive the Actual Grant Term (or earlier rescission) with respect to any Grant funds paid by the Foundation or any Affiliated Entity hereunder: The last sentence of Section 3, Section 5 solely with respect to the definition of Affiliated Donor (Affiliate Payment), Section 8 (Reporting, until all reports have been provided), this Section 11 (Rescission and Survival), Section 12 (Publicity and Acknowledgments), Section 12 (Transition Assistance), Section 13 (Entrepreneurship), Section 14 (Additional Requirements), Section 15 (Confidentiality), Section 16 (Enforcement and Governing Law), and Section 18 (Counterparts).

- 12. Publicity and Acknowledgments:** Any announcement, press release or other public statement relating to the contents of this Statement of Intention and/or the substance or progress of the Project will be subject to the approval of both parties hereto. With the exception of any reports or submissions that Grantee is legally required to file with governmental authorities, whenever Grantee publicly recognizes the Statement of Intention and/or the grants made by the Foundation or any Affiliated Donor(s), Grantee shall use the following acknowledgement: [REDACTED] In addition, Grantee shall use this acknowledgment in publications or other publicly released materials or information related to the Project, as well as any donor recognition vehicles utilized by Grantee, including print and online media, unless the Foundation otherwise directs Grantee.

The Foundation may from time to time reasonably require the Grantee to present its name and/or logo, and the names of the Foundation's Trustees in the Grantee publicity materials that reference the project, such as an annual report or a web site, and the Grantee agrees to comply with any such requirement. Any such

requirement will be designed to be consistent with the Grantee's customary representation of donors and shall take into account the significance of the Foundation's Statement of Intention. Grantee must seek authorization in advance from the Foundation for the use of the Foundation's name or logo or the name of its Trustees in its materials and comply with any guidelines for the use of such provided by the Foundation. The Foundation may refer to this Statement of Intention and Grantee on its web site or in other materials. Grantee acknowledges and agrees that the Foundation will be required to disclose any grants paid to Grantee by the Foundation in connection with this Statement of Intention in its regulatory and legal filings.

- 13. Entrepreneurship:** The Foundation is excited about the work its grantees are doing and is interested in learning about other ways it might be able to support their endeavors. Therefore, should Grantee create or participate in a commercial enterprise related to Awardee's research (whether or not related to the Project), Grantee shall or shall cause Awardee to inform the Foundation of such activities, to the extent the Grantee/Awardee are not prohibited from sharing such information due to prior third party restrictions on such disclosures, [REDACTED]

- 14. Additional Requirements:** In addition, as a condition of any disbursement of Grant Funds, Grantee shall represent and warrant the following as of the date of such disbursement:

- i. **Safe Environment:** Grantee is committed to safe work environments free from discrimination and harassment. The Foundation expects Grantee to maintain a safe, non-discriminatory, and harassment-free work environment at all times.
- ii. **Equal Employment:** In connection with its use of the Grant Funds, Grantee shall not discriminate against any employee, applicant for employment, or other person because of race, religion, color, gender, national origin, disability, age, or ancestry. Grantee certifies it has internal policies to ensure that any persons involved with activities funded by the Foundation, including employees, subcontract employees, and volunteers, are treated during their employment without regard to any of the aforementioned categories.
- iii. **Conflicts of Interest:** Grantee certifies that it has an institutional policy for the review and management of financial conflicts of interest. Grantee will follow that policy in the conduct of any activities funded by the Foundation pursuant to this Statement of Intention.

- 15. Confidentiality:** Any party hereto (for the purposes of this Section, the "Recipient Party") may receive information from another Party hereto (for the purposes of this Section, the "Disclosing Party") that is confidential or under the circumstances should be recognized as being confidential ("Confidential Information"). Each Party agrees to take reasonable measures to protect the Confidential Information of the Disclosing Party from disclosure to any other persons or entities. The Recipient Party will not use Confidential Information of the Disclosing Party except for the purpose of carrying out of the terms and conditions of this Statement of Intention and shall not disclose any Confidential Information to a third party, unless required by a court or governmental body to do so, in which case the Recipient Party shall, if not legally forbidden, (i) give prompt written notice of such requirement to the Disclosing Party, (ii) reasonably cooperate with the Disclosing Party (at the Disclosing Party's written request and cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such required disclosure, and (iii) furnish the minimum level of disclosure necessary to comply with the legally compelled disclosure. Confidential Information that is disclosed by judicial or administrative process shall remain otherwise subject to the confidentiality and non-use provisions set forth herein.

"Confidential Information" shall not include information that (i) is or becomes public through no fault of the Recipient Party, (ii) was in the possession of the Recipient Party, without being subject to confidentiality restrictions, at the time of disclosure by the Disclosing Party, as shown by written records, (iii) is authorized

for release by the Disclosing Party, or (iv) is independently developed by the Recipient Party without reliance upon the Confidential Information.

The Foundation may request release of the confidentiality obligations with respect to reports and notices (or any other Confidential Information) from Grantee by contacting [REDACTED]:

- 16. Enforcement and Governing Law:** This Statement of Intention constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior correspondence and communications of the parties hereto with respect to the subject matter herein. This Statement of Intention shall be governed in all respects by the laws of the State of New York, without regard to its conflicts of law rules. This Statement of Intention or any portion hereof may not be assigned except by written instrument signed by the parties hereto.
- 17. Establishment of US Entity:** The Grantee has informed the Foundation that it is working towards establishing a corresponding US 501(c)(3) entity ("IOCB Boston") to conduct research in the US. The Grantee recognizes that if IOCB Boston receives a 501(c)(3) ruling from the US Internal Revenue Service, the Foundation and the Affiliated Donors may prefer to make any future payments under this Statement of Intention to IOCB Boston in their sole discretion. The Grantee will provide updates on the 501(c)(3) ruling once a quarter from the date of this Agreement and use best efforts to submit the Form 1023 for IOCB Boston as soon as possible. The Grantee shall (i) promptly inform the Foundation upon IOCB Boston's receipt of a 501(c)(3) ruling, and (ii) upon the Foundation's request, promptly transfer any unspent Grant Funds to IOCB Boston with a mutual agreement on the timing of the transfer.
- 18. Amendment:** The Foundation may amend or revise any portions of this Statement of Intention which, by their nature, describe the Foundation's anticipated support and are applicable solely the Foundation. Amendments to the portions of the Statement of Intention which apply to Grantee once Grant Funds are received shall require the written agreement of both parties, unless expressly reserved to the Foundation hereunder (including without limitation, right of recession or termination following payment under Section 11).
- 19. Counterparts:** This Statement of Intention may be executed in one or more original counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

AGREED TO:
THE PERSHING SQUARE FOUNDATION

March 1, 2024
Date: _____

AGREED TO:
THE INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY OF THE ACADEMY OF SCIENCES
OF CZECH REPUBLIC

By: _____ Date: 26 February 2024

Name/Title: _____
Institute Director

AWARDEE ACKNOWLEDGEMENT:

Although not individually a party to this Statement of Intention, I, the undersigned, as an employee of Grantee, have read and understand the terms of this Statement of Intention and I explicitly agree with the rights granted and obligations set forth. I understand that my explicit agreement to the terms of this Statement of Intention does not limit any requirements I may have as an employee of Grantee regarding the Project and this Grant.

By: _____
Name: _____
Title: Principal Investigator
Date: 2/26/24 _____

APPENDIX A

**THE PERSHING SQUARE FOUNDATION
STATEMENT OF INTENTION
THE INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY OF THE
ACADEMY OF SCIENCES OF CZECH REPUBLIC**

EXPECTED PAYMENT SCHEDULE

Year	Amount	Expected Date of Disbursement	Conditions
1	██████████ USD	On or around February 29, 2024, or within 30 days of the execution of this Intention	<i>Signed Statement of Intention</i>
2	██████████ USD	February 28, 2025	<i>Contingent upon compliance with this Statement of Intention, determined by the Foundation in its sole discretion</i>
3	██████████ USD	February 28, 2026	<i>Contingent upon compliance with this Statement of Intention, determined by the Foundation in its sole discretion</i>
4	██████████ USD	February 28, 2027	<i>Contingent upon compliance with this Statement of Intention, determined by the Foundation in its sole discretion</i>
5	██████████ USD	February 29, 2028	<i>Contingent upon compliance with this Statement of Intention, determined by the Foundation in its sole discretion</i>

APPENDIX B
THE PERSHING SQUARE FOUNDATION
STATEMENT OF INTENTION
THE INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY OF THE
ACADEMY OF SCIENCES OF CZECH REPUBLIC

PROPOSAL SUBMITTED [REDACTED]
(ATTACHED)

APPENDIX C
THE PERSHING SQUARE FOUNDATION
STATEMENT OF INTENTION
THE INSTITUTE OF ORGANIC CHEMISTRY AND BIOCHEMISTRY (IOCB) OF THE
ACADEMY OF SCIENCES OF CZECH REPUBLIC

BUDGET SUBMITTED BY IOCB PRAGUE
(ATTACHED)