

Agreement on Invention

Between

University Hospital Tübingen

for the Eberhard Karls Universität Tübingen, Faculty of Medicine
Geissweg 3
72076 Tübingen
Germany

- hereinafter referred to as "UKT/MFT" -

and

Ústav organické chemie a biochemie AV ČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences)

Flemingovo náměstí 542/2
160 00 Praha 6
Czech Republic

- hereinafter referred to as "IOCB" -

- hereinafter UKT/MFT and IOCB each as "Party" and jointly as "Parties" -

Preamble

Research at IOCB [REDACTED]
[REDACTED] (as defined in Article 1). IOCB filed a European patent application with the European Patent Office [REDACTED]
[REDACTED].

In collaboration with IOCB, UKT/MFT scientists have performed research work [REDACTED]
[REDACTED] (the "UKT/MFT Data"). In agreement with UKT/MFT, IOCB filed a further European patent application claiming the Invention and incorporating the UKT/MFT Data in its sole name with the European Patent Office [REDACTED]
[REDACTED].

IOCB envisages that an international PCT patent application claiming the priorities of the two afore-mentioned European patent applications will then be filed before the priority year expires.

The Parties agree that the UKT/MFT Data are useful to support the Invention. However, the parties agree that they do not claim UKT/MFT Data to constitute an additional or an inventive contribution to the Invention itself.

This agreement is therefore intended to address that and how UKT/MFT will share in the revenues due to commercial exploitation of the Invention.

Against this background, the parties enter into the following agreement:

Art. 1 Definitions

"Invention" [REDACTED]

"Priority IP Rights" means the patent applications listed in Exhibit 1.

"Contractual IP Rights" means Priority Rights and any future patents and patent applications claiming priority of any of the Priority IP Rights.

"Exploitation" means any commercial use of the Invention and/or Contractual IP Rights, in particular through licensing or IP right sales to third parties.

"Exploitation Revenues" means the gross revenues, net of sales tax, actually received by IOCB from the Exploitation.

"Patent Costs" are all out-of-pocket costs and expenses in direct relation with the applications, prosecutions (e.g., examination proceedings), maintenance (e.g., renewal fees) and defenses (e.g., oppositions, nullity attacks) and enforcement (e.g. court fees) of the Contractual IP Rights, including costs of a patent attorney firm or other legal representatives engaged for this purpose as evidenced through invoices.

Art. 2 Registration, maintenance and cost allocation

1. IOCB shall be designated as applicant in the Contractual IP Rights.
2. IOCB shall be solely responsible for the proceedings in connection with the applications, prosecutions, maintenance and defenses of the Contractual IP Rights, unless there is a case of Art. 2 paras. 4 and 5. From time to time (at least once in a calendar year, unless a case of Art. 2 para. 4 or para. 5 applies) IOCB shall keep UKT/MFT reasonably informed about the status of the Contractual IP Rights.
3. The Patent Costs shall be borne by IOCB, unless a case of Art. 2 para. 4 or para. 5 applies.
4. If IOCB does not wish to continue a Contractual IP Right, it shall offer UKT/MFT the transfer of its rights to the Contractual IP Right for a reasonable and fair consideration determined by an independent third party IP valuation expert mutually agreeable to both Parties (the Parties shall equally share the costs of such expert services), and with a grant-back license enabling IOCB to use the Invention under the Contractual IP Right on the relevant territory for any non-commercial purposes. The offer to transfer the right shall be made in due time before the expiry of any deadline which may jeopardize the continued existence of the Contractual IP Right. If UKT/MFT is not interested in taking over the rights, IOCB may abandon the Contractual IP Right. UKT/MFT shall notify its interest in taking over the Contractual IP Right within a reasonable period of time in order to enable the selection of the valuation expert and performance of the valuation analysis. However, the above obligation of IOCB to offer to UKT/MFT does not apply if IOCB wishes to abandon Priority IP Right if at the same

time an International PCT Patent Application is pending validly claiming the priorities of Priority IP Rights. For this case, Priority IP Rights to be abandoned do not have to be offered by IOCB to UKT/MFT.

Art. 3

Defense and enforcement of contractual IP rights

IOCB shall be solely entitled and responsible for the enforcement of the Contractual IP Rights and shall have the sole discretion as to whether or not to enforce the Contractual IP rights against any infringements. IOCB shall bear any costs of such enforcement and shall keep any and all proceeds received as a result of such infringement. As soon as IOCB learns of an infringement of the Contractual IP Rights, it will inform UKT/MFT. Upon IOCB's request, UKT/MFT shall provide IOCB with reasonable assistance concerning the UKT/MFT Data if compellingly necessary for the enforcement of Contractual IP Rights. Such assistance by UKT/MFT is limited to information on how the UKT/MFT Data was generated and how the underlying experiments were performed.

Art. 4

Exploitation

1. IOCB is solely entitled and responsible for Exploitation as the sole owner of the Contractual IP Rights and upon its sole discretion. IOCB shall be the sole party entering into the Exploitation agreements.
2. UKT/MFT is entitled to identify or contact potential third party partners for Exploitation and may act as mediator to achieve Exploitation with such partners ("UKT/MFT Mediation"). However, UKT/MFT will not disclose any confidential information of IOCB (including, without limitation, any confidential information relating to the Invention) to potential third party partners in the context of UKT/MFT Mediation without prior consent from IOCB. Further, UKT/MFT will not enter into concrete agreement negotiations with the third party but will refer to IOCB in this regard. The costs incurred in connection with the efforts for an Exploitation shall be borne by the Party which incurred them. Notwithstanding the foregoing, UKT/MFT shall not be authorized to share any Confidential Information concerning the Invention or Contractual IP Rights with any third party without the prior written consent of IOCB (consent by e-mail being deemed sufficient).
3. UKT/MFT shall inform IOCB on a regular basis about its activities for UKT/MFT Mediation and shall in particular immediately provide IOCB with the names and contacts of potential exploiters (e.g., licensees, acquirers) with whom contact has been made, and the content of the communication.
4. Nothing in this Agreement shall be construed as an authorization of UKT/MFT to act or undertake any obligations on behalf of IOCB. In no event shall UKT/MFT act or make appearances of acting as an agent or representative of IOCB. The final decision whether or not to enter into any Exploitation agreement shall rest solely with IOCB.

Art. 5

Allocation of the exploitation revenues

1. All Exploitation Revenues shall be received by IOCB. It shall hold the share of UKT/MFT therein in trust.

2. In consideration for receiving the UKT/MFT Data, IOCB shall provide to UKT/MFT a share on Exploitation Revenues in the following amount:



3. IOCB will pay the UKT/MFT its share according to Art. 5 para. 2 by transfer to a bank account named by UKT/MFT within six (6) weeks after receipt of Exploitation Revenues.

Art. 6

Inventors' and contributors' remuneration

Each Party is itself responsible for the remuneration of its employees inventors or contributors (respectively). Each Party shall indemnify and hold harmless the other Party from and against claims of its employee-inventors or employee-contributors, respectively, for remuneration.

Art. 7

Rights to use of UKT/MFT

UKT/MFT is entitled to use the Invention and the subject-matter of the Contractual IP Rights non-commercially for research and teaching purposes, either independently or in cooperation with third Parties, without IOCB being entitled to compensation or indemnification. For the avoidance of doubt, the aforementioned non-commercial use by UKT/MFT shall not include use of the Invention and the subject-matter of the Contractual IP Rights for any clinical (patient care) purposes. Notwithstanding the foregoing, any permitted use by UKT/MFT hereunder shall always be subject to the confidentiality obligations stated in Article 10 of this Agreement.

Art. 8

Liability

1. The Parties shall neither be liable for the technical feasibility or commercial exploitability of the subject-matter of the Contractual IP Rights, nor for their protectability or successful Exploitation, nor for the fact that the Contractual IP Rights of third parties are not infringed. In addition, the Parties are not liable for patents being granted for the Contractual IP Rights at all or within a specific scope of protection, nor that they will exist at all or within a specific scope of protection.
2. The liability of the Parties among each other, including their employees and vicarious agents, shall be limited to intent and gross negligence, provided that no personal injury is involved or the breach of material contractual obligations is concerned.

Art. 9
Entry into force and term

This Agreement shall enter into force on the date of its execution by the last party and shall continue until the expiry of the last to expire Contractual IP Right or until a final decision on the non-granting or annulment or revocation of the last valid claim in the last valid Contractual IP Right, whichever is earlier. Exploitation Revenues generated after any of the foregoing dates shall continue to be subject to the provisions of Article 5.

Art. 10
Confidentiality

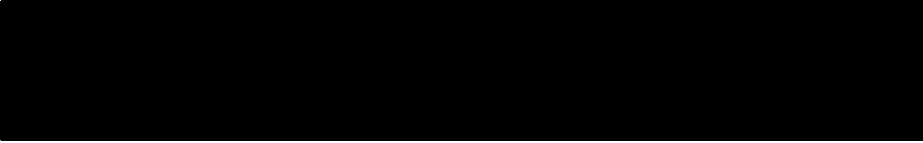
1. The Parties shall be obliged to keep secret all confidential information concerning the Invention and the UKT/MFT Data which they have disclosed to each other or which has accrued during the completion of the Invention and which is marked as confidential or the confidentiality of which results from the circumstances until the application for the Contractual IP Right containing the confidential information has been filed. Furthermore, the Parties are obliged to keep secret all confidential information from agreements concluded with third parties concerning the Exploitation which are marked as confidential or whose confidentiality results from the circumstances.
2. All employees and persons attributable to the Parties who have access to such confidential information shall be subject to a corresponding obligation of confidentiality.
3. The above obligations shall not apply if such information is already in the public domain or is required to be duly disclosed by official or court order.
4. The above obligations shall apply until the expiry of 5 (five) years from the termination of the term of this Agreement.

Art. 11
Final provisions

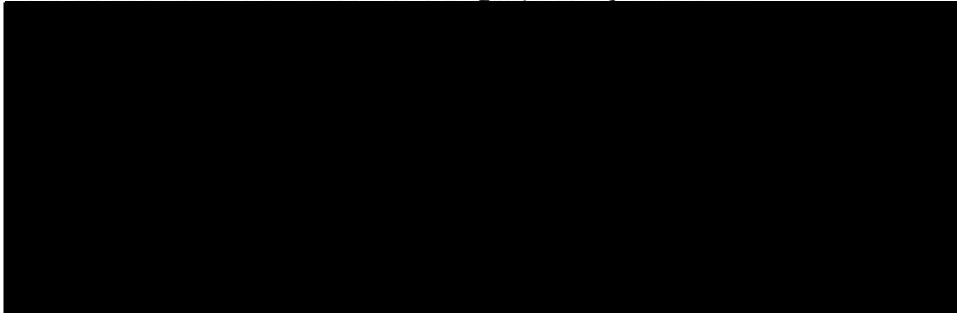
1. This agreement correctly and completely reflects the agreements between the Parties. There are no ancillary agreements. All amendments and supplements to this agreement must be in writing to be effective. This shall also apply to any waiver of the written form requirement.
2. The invalidity of one or more provisions of this agreement shall not affect the validity of the remaining provisions. In such a case, the Parties shall be deemed to have agreed on the valid provision that comes as close as possible to the economic meaning and purpose of the invalid provision, taking into account the purpose of the agreement. The same shall apply if it becomes apparent that this agreement contains a loophole concerning a point requiring regulation.
3. Any formal notices required or sent hereunder, shall be made in writing and delivered by certified mail to the other party's address indicated below, unless the parties agree herein or otherwise in writing that e-mail communication shall be deemed sufficient. For the avoidance of doubt, e-mail communication shall be deemed sufficient for ordinary communication between the parties and in matters regulated in Article 2 Section 2 (information on status of Contractual IP Rights),

Article 2 Section 4 (offer of transfer of Contractual IP Right), Article 3 (defense and enforcement of Contractual IP Rights), Article 4 Sections 2 and 3 (UKT/MFT Mediation) of this Agreement.

For IOCB: **Ústav organické chemie a biochemie AV ČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences)**



For UKT/MFT: **University Hospital Tübingen**
for the Eberhard Karls Universität Tübingen, Faculty of Medicine



4. This agreement shall be binding and inure to the benefit of the legal successors of the parties. Any assignment or transfer of rights and obligations arising from this agreement to third parties shall only be permitted with the written consent of the other Party. The parties acknowledge that this agreement will be 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). Prior to disclosure of this agreement, any and all provisions of this agreement and appendices thereof designated by the parties as business secrets prior to the signing of this Agreement shall be redacted (blackened); pursuant thereto, the parties shall designate provisions of the agreement and appendices as business secret. IOCB undertakes to redact (blacken) such provisions prior to disclosure. The obligatory disclosure of this agreement pursuant to the Act on the Register of Contracts shall be made by IOCB.
5. This agreement is executed in two (2) counterparts, each of which is an original and both constitute together the same document.

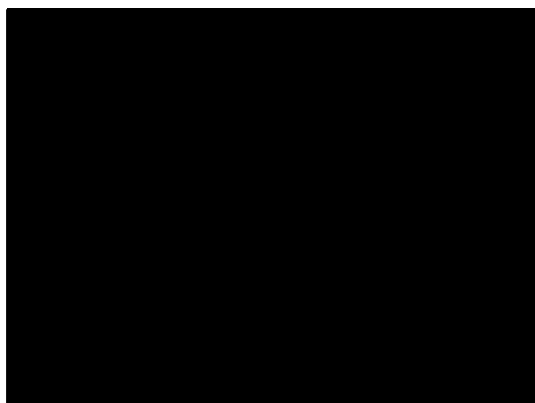
EXECUTION PAGE FOLLOWS.

University Hospital Tübingen
For the Eberhard Karls Universität Tübingen,
Faculty of Medicine

Tübingen, the 15.3.24



Prof. Dr. Jens Maschmann
Managing Medical Director



Ústav organické chemie a biochemie AV ČR, v.v.i.

Praha, the 22 March 2024



Prof. RNDr. Jan Konvalinka, CSc., Director

A blue handwritten signature or mark, possibly a stylized 'J' or 'K', located below the name of the director.

Exhibit 1 – Priority IP Rights

