

FRAMEWORK AGREEMENT

This Agreement ("Agreement"), effective as of 05.03.2024 ("**Effective Date**"), is made by and between

CEBINA GmbH FN 498654 s, offices at Karl-Farkas-Gasse 22, 1030 Vienna, Austria, (CEBINA),

Evotec International GmbH, Amtsgericht Hamburg HRB 72242, Manfred Eigen Campus, Essener Bogen 7, 22419 Hamburg, Germany, ("**Evotec**")

CEBINA Bridge Capital Ltd, Registration Number 121153, 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA ("**CBC**")

CEBINA, Evotec and CBC together are also addressed as "**DANUBE LABS**"

and

Ústav organické chemie a biochemie AV ČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences) having its principal place of business at Flemingovo náměstí 542/2, 160 00 Praha 6, Czech Republic ("**IOCB**")

DANUBE LABS and IOCB together are referred to as "**Parties**".

WHEREAS, DANUBE LABS [REDACTED]

WHEREAS, Evotec [REDACTED]

WHEREAS, Evotec is a drug discovery organization, providing research and drug development services to the pharmaceutical and biotechnology industry, and conducting research and development activities for internal and partnered drug development programs.

WHEREAS, CEBINA, is a biotech incubator and accelerator as well as a product development and research company with a focus on Central and Eastern Europe.

WHEREAS, CEBINA Bridge Capital [REDACTED]

WHEREAS, [REDACTED]

[REDACTED]

[REDACTED]

NOW, THEREFORE, IOCB, CEBINA, Evotec, CBC hereby agree to the following terms and conditions in this Agreement:

1. DEFINITIONS

- 1.1. **Affiliate** means, with respect to any person, any other person that directly or indirectly controls, is controlled by, or is under common control with such person but shall exclude any NewCo and any person controlled by that NewCo. As used in this definition, "**control**" means (a) ownership of more than 50% of the voting securities or other voting interest of any person, or (b) possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities, by contract, as a general partner, as a manager or otherwise. For clarity, IOCB Affiliates shall expressly include i&i Prague s.r.o..
- 1.2. **Agreement** means this Framework Agreement, comprising the agreement main body and all appendices attached hereto, as amended from time to time by the Parties, and the Work Plan entered into by the Parties.
- 1.3. **Award** means the funding provided for the Work Plan by **DANUBE LAB** as specified in Section 2.2 of this Agreement;
- 1.4. **Background IP** means Intellectual Property (other than Foreground IP) owned or controlled by a Party on the Effective Date that would be necessarily required or useful to be used in connection with the exploitation of the technology or concept to be developed under a Funded Project and which would be infringed by, or in case of Know-How is necessary or useful for, the exploitation of the technology to be developed under a Funded Project. Relevant Background IP of each of the Parties ("IOCB Background IP", "Evotec Background IP", "CEBINA Background IP" respectively) is specified in Annex 1 attached hereto;
- 1.5. **CEBINA Intellectual Property** shall mean CEBINA Background IP, CEBINA Foreground IP and CEBINA's interest in any Joint IP;
- 1.6. **Confidential Information** means all non-public scientific, technical, financial or business information, data, results, specifications, drawings, circuit diagrams, documents, programs, methods, concepts, specifications, formulations, designs, techniques, trade secrets and Know-How and other computer-readable media containing any of the foregoing, whether transmitted or delivered in writing, orally or electronically, which:
- 1.6.1. Either are (i) disclosed by one Party to another in connection with or pursuant to this Agreement and marked or labelled "Proprietary", "Confidential" or "Sensitive" by the disclosing Party at the time of disclosure or if delivered verbally, or (ii) are by their very nature proprietary confidential or sensitive; and
- 1.6.2. are written, prepared or generated in the course of, and as part of, the Funded Project.
- 1.7. **Deliverables** means such items that are identified to be delivered by one party to another party under this Agreement.

- 1.8. **Evotec Intellectual Property** shall mean Evotec Background IP, Evotec Foreground IP and Evotec's interest in any Joint IP;
- 1.9. **Foreground IP** means Intellectual Property arising from the conduct of the Funded Project by the respective Party; relevant Foreground IP of each of the Parties ("IOCB Foreground IP", "Evotec Foreground IP", "CEBINA Foreground IP" respectively) is a subset of Foreground IP;
- 1.10. **Funded Project** means the performance of the Work Plan funded by an Award.
- 1.11. **Intellectual Property** or **IP** means all copyright, database rights, rights in designs, rights in trademarks and service marks, rights in inventions, Know-How and Patents.
- 1.12. **IOCB Background IP** shall mean Intellectual Property related to the [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] ("IOCB Project IP") and [REDACTED] ("Additional IP"), as listed in Annex 1 of this Agreement.
- 1.13. **IOCB Intellectual Property** shall mean IOCB Background IP, IOCB Foreground IP and IOCB's interest in any Joint IP.
- 1.14. **i&i Prague** means **i&i Prague s.r.o.**, a limited liability company incorporated and existing under Czech law, with registered office at Flemingovo náměstí 542/2, Dejvice 160 00 Praha 6, Czech Republic, in the Commercial Register of the Municipal Court in Prague, File No.: C 275316. **i&i Prague** is a wholly owned subsidiary company of IOCB which was incorporated for the purpose of holding the shares in any legal entities (such as the NewCo) established in order to develop, use exploit and commercialize of IOCB Intellectual Property.
- 1.15. **i&i Biotech** means i&i Biotech Fund SCSp, a special limited partnership (société en commandite spéciale) organised and existing under the laws of Grand Duchy of Luxembourg, with address 6 rue Adolphe, L-1116 Luxembourg, Grand Duchy of Luxembourg, registered with the Trade Register under file no. B252970. i&i Biotech was established by **i&i Prague** as a venture capital investment fund for the purpose of investing into companies that commercialize IOCB Intellectual Property.
- 1.16. **Invention** means any invention, discovery, composition, enhancement, technology or data or technical information (whether or not patentable).
- 1.17. **Joint IP** means Intellectual Property acquired, identified, developed or first reduced to practice or writing jointly by two or more of the Parties during the term of this Agreement but outside of the agreed upon Work Plan;
- 1.18. **Know-how** means unpatented technical information (including information relating to inventions, material, data, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes,

techniques, specifications, software, analyses, reports and submissions) which is not in the public domain, regardless of the form or medium in which they are disclosed or stored;

- 1.19. **Materials** means all compounds, materials, or other substances meeting relevant specifications provided by one Party to another Party to perform the activities in the Work Plan.
- 1.20. **NewCo** means a separate corporate entity to be incorporated based on the results of the Funded Project in order to use, exploit, commercialize or further develop the [REDACTED].
- 1.21. **Patent** means any patent, patent application, reissues, reexaminations, and extensions thereof, and any corresponding national and regional applications based thereon, including supplementary protection certificates (SPCs) and comparable tools of extended intellectual property protection, and any patents issued on the aforementioned patent applications.
- 1.22. **Work Plan** means a description of the agreed work to be performed under the Funded Project, as set out in Annex 2.

2. PROJECT

- 2.1. IOCB has developed [REDACTED] and owns the IOCB Background IP as set forth in Annex 1 of this Agreement.
- 2.2. IOCB presented [REDACTED] to DANUBE LABS which was evaluated by DANUBE LABS and presented to the Joint Steering Committee of DANUBE LABS ("JSC") [REDACTED]. In the event the Funded Project requires additional work and/or funding, the Parties will negotiate in good faith such additional funding. In any case, such additional funding is subject to the decision of the JSC.

3. AWARD

- 3.1. Based on the decision of the JSC dated 1.03.2024 (Annex 4) and under the condition that this Agreement is agreed and signed by all Parties DANUBE LABS shall [REDACTED]
- 3.2. **Funded Project Governance:** Throughout the term of the Funded Project, the Funded Project shall be governed by the JSC of DANUBE LABS as part of the DANUBE LABS general governance procedures, however, provided that:
- i. IOCB's previously designated representatives (maximum 2) shall be timely informed of and have access to any meetings of the JSC where resolutions concerning the Funded Project ("Project Meetings") are to be made (such as termination, extensions or amendments of the Funded Project, Foreground IP, Joint IP, decisions on formation of the NewCo, additional funding);

- ii. IOCB's representatives shall have the right to actively participate in any and all Project Meetings under sub. (i), provide its comments and raise questions, and the JSC shall take IOCB's comments and questions into reasonable consideration, but without having any voting right. For clarity, a) the JSC makes its decisions at its sole discretion; and b) the JSC has no authority to legally bind IOCB beyond its obligations that are explicitly agreed herein, unless mutually agreed by the Parties in writing.

3.3. For the avoidance of doubt, it is foreseen by section 19.1 that upon formation of a NewCo (pursuant to Article 10 of this Agreement), this agreement will end. The JSC will no longer govern the Funded Project and the NewCo shareholders will establish corporate governance rules and bodies in accordance with the NewCo shareholders agreement and other related documents such as articles of association and by-laws.

4. WORK PLAN

CEBINA, Evotec and IOCB agreed on the work to be performed under the Work Plan described in Annex 2 by Evotec, IOCB, CEBINA and third-party service providers in a time frame of approximately 7 (seven) months from the Effective Date of this Agreement ("**Project Term**"), which may be extended by written agreement of the Parties.

5. BUDGET AND MILESTONES

5.1. The Parties to this Agreement agreed on a budget payment schedule and milestone plan which is an integral part of the Work Plan (Annex 2). CEBINA is instructed to pay the indicated amounts according to the Work Plan payment schedule within 30 days after IOCB invoicing the said amount.

5.2. CEBINA will report any payments under the Work Plan (Annex 2) in due course to CEBINA Bridge Capital.

5.3. In case VAT is applicable, the respective amount shall be invoiced and paid by the Party indicated as the recipient of the invoice.

6. CONTRIBUTIONS OF THE PARTIES

In accordance with the Work Plan:

6.1. CEBINA will be responsible for managing all the research activities and for the project management of the Funded Project, including preparational work for setting up the NewCo.

6.2. CBC shall make the funds available to cover the costs of the Work Plan activities following JSC approval and in accordance with the budget included in the Work Plan. These funds will be made available to perform the Work Plan. Any additional research services or activities required for the completion of the Work Plan which are not expressly provided in the budget included in the Work Plan shall be procured by and funded by DANUBE LABS, subject to JSC approval and funding

availability.

- 6.3. IOCB will provide its advice to the Funded Project during the Project Term [REDACTED] [REDACTED] included in the Work Plan: in carrying out its research activities, DANUBE LABS shall take IOCB' advice into reasonable consideration.

7. PERFORMANCE OF RESEARCH BY EVOTEC

Evotec will perform the research according to the Work Plan (Annex 2) and under the pre-agreed master-service agreement between CEBINA and Evotec (Annex 5).

8. PERFORMANCE OF RESEARCH BY IOCB

- 8.1. **Conduct of Research.** IOCB hereby agrees to use all reasonable efforts to undertake the research described in the Work Plan, in accordance with the requirements of the Work Plan (Annex 2) under the direction and supervision [REDACTED] ("Principal Investigator").

- 8.2. **Service standards.** IOCB will undertake the research (a) with reasonable skill and care, (b) in accordance with current scientific and technical standards, (c) in compliance with all Applicable Law to the conduct of the Services, and (d) pursuant to its standard operating procedures.

- 8.3. **Delays.** If IOCB becomes aware of any fact or matter which will or is reasonably likely to cause delay to any timings set out in the Work Plan or otherwise agreed by the Parties, IOCB will notify CEBINA hereof.

8.3.1. IOCB shall keep complete and accurate records of the work performed under this Agreement. IOCB shall provide DANUBE LAB with periodic reports, as mutually agreed to by the Parties, and a comprehensive final report of the research undertaken by IOCB under the Funded Project within thirty (30) days after termination of this Agreement ("Report").

- 8.4. **Material transfer.** IOCB will provide the materials to Evotec or CEBINA as listed in the Work Plan Annex 2 ("IOCB Material") at no cost to IOCB. Evotec and CEBINA will use the IOCB Materials as described in this Agreement.

8.4.1. All IOCB Material, including progeny and unmodified derivatives, exchanged pursuant to this Agreement shall remain the property of IOCB and shall be used solely for the purposes of the Funded Project. Upon termination of this Agreement, the unused portions of such IOCB Material will be returned to IOCB or will be disposed of as directed by IOCB in writing.

8.4.2. Except to carry out the Funded Project no rights are transferred to Evotec or CEBINA to use the IOCB Material for any purposes without prior written consent of IOCB. Nothing herein shall be deemed to grant rights in any intellectual property whether technologies, know-how or patents and no license to the IOCB Material is granted by this Agreement.

8.4.3. IOCB Material will not be sold, redistributed or released by Evotec to any third parties or entities for any purpose. In addition, Evotec and CEBINA agree not to reverse engineer,

reproduce or otherwise modify the IOCB Material. Evotec and CEBINA understands and agrees that the IOCB Material is experimental in nature and that it is provided without warranty of merchantability for fitness for any purpose and without any other warranty, express or implied and under no circumstances shall be used in humans. IOCB and its Affiliates, directors, officers, employees, or agents make no representation that the use of the IOCB Material will not infringe any patent, copyright, trademark or other right of any other party.

8.4.4. Evotec will provide the materials if any as listed in the Work Plan Annex 2 ("Evotec Material") to IOCB at no cost to Evotec. IOCB will use the Evotec Materials as described in this Agreement.

8.4.5. All Evotec Material, including progeny and unmodified derivatives, exchanged pursuant to this Agreement shall remain the property of Evotec and shall be used solely for the purposes of the Funded Project. Upon termination of this Agreement, the unused portions of such Evotec Material will be returned to Evotec or will be disposed of as directed by Evotec in writing.

8.4.6. Evotec Material will not be sold, redistributed or released by Evotec to any third parties or entities for any purpose. In addition, IOCB agrees not to reverse engineer, reproduce or otherwise modify the Evotec Material. IOCB understands and agrees that the Evotec Material is experimental in nature and that it is provided without warranty of merchantability for fitness for any purpose and without any other warranty, express or implied and under no circumstances shall be used in humans. Evotec and its Affiliates, directors, officers, employees, or agents make no representation that the use of the Evotec Material will not infringe any patent, copyright, trademark or other right of any other party.

9. INTELLECTUAL PROPERTY

9.1. This Agreement does not affect the ownership of any Background IP of any of the Parties or Intellectual Property rights in any other technology, design, work, invention, software, data, technique, Know-how, or materials. The Intellectual Property rights in them will remain the property of the party that contributes them to the Funded Project (or its licensors, where applicable). No licence to use any Background IP is granted or implied by this Agreement except the rights expressly granted in this Agreement. Each Party shall control patent prosecution and maintenance of any of its Background IP.

9.2. Subject to clause 9.6 on Joint IP, each Party shall own the Foreground IP it develops under the Funded Project. Each Party shall control patent prosecution and maintenance of any of its Foreground IP.

9.3. During the Project Term and subject to the terms and conditions of this Agreement, each Party grants the other Parties a royalty-free, non-exclusive non-sublicensable (except to Affiliates), non-transferable licence to use its Background IP and Foreground IP for the sole purpose of and to the extent necessary to execute the Work Plan (Annex 2).

9.4. **Exclusivity.** Throughout the duration of this Agreement:

- i. IOCB represents and undertakes not to disclose, offer, assign, transfer or otherwise dispose of any of IOCB Background IP and IOCB Foreground IP or to engage in any negotiations or collaborations concerning an identical subject matter as the Funded Project; and
- ii. Each of the Parties represents and undertakes not to disclose, offer, assign, transfer or otherwise dispose of any of its Foreground IP or interest in any Joint IP, or to engage in any negotiations or collaborations concerning an identical subject matter as the Funded Project.

9.5. During the course of the Funded Project, DANUBE LABS representatives may consult informally with the Principal Investigator at his discretion and convenience regarding the Funded Project.

9.6. **Joint IP:** Despite the fact that the Parties do not foresee creation of any Joint IP, for the sake of clarity and legal certainty the Parties have agreed that should any Joint IP arise, it shall be owned jointly by the Parties who developed it and the following principles shall apply:

- i. The Parties shall promptly notify each other and the Joint Steering Committee of DANUBE LABS of any Joint IP;
- ii. The NewCo shall have a right of first refusal to obtain a license to any such Joint IP;
- iii. In the absence of a separate agreement governing the same subject-matter that would supersede this clause by a License Agreement, Direct License or license agreement pursuant to Section 19.5.2, each Party shall (a) obtain prior approval of the other Party, which co-developed it, to practice, license, assign or commercially exploit any Joint IP (such approval not to be unreasonably withheld); (b) participate on decision-making and bear its share on costs, disclosure, legal actions and undertakings, prosecution and maintenance of any jointly owned Patents; (c) have a right to participate on revenues generated from any commercial exploitation of the Joint IP by the other Party or Parties. Throughout the term of existence of any Patents covering Joint IP (if any), including after termination or expiration of this Agreement, the principles of joint ownership outlined in this clause 9.6 (ii) shall remain valid and applicable in relation to any Joint IP.
- iv. Each Party shall have a non-exclusive, irrevocable, free of charge and non-transferable right to use Joint IP for research and non-commercial or academic purposes (including publication), provided, however, that such use will comply with the confidentiality obligations under this Agreement.

10. NEWCO FORMATION

10.1. Within 30 days of completion of the Work Plan (on receipt of final reports from each Party performing work under the Work Plan), the JSC will decide whether or not to form the NewCo to further develop and commercialize the [REDACTED].

10.2. Before the formation of NewCo, the Parties agree to conclude a license agreement based on the binding termsheet as set forth in Annex 3 ("**License Agreement**") comprising:

10.2.1. [REDACTED];

10.2.2. [REDACTED]

[REDACTED]

10.3. [REDACTED]

10.4. [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

10.5. [REDACTED]

10.6. [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

[REDACTED]

11. FUTURE INVESTMENTS

11.1.

[REDACTED]

12. SCIENTIFIC PROJECT MEETINGS

- 12.1. To ensure regular discussions and exchange of information, and in addition to the Joint Steering Committee meetings, the scientific teams from CEBINA, Evotec and IOCB participating in the Funded Projects shall hold meetings at approximately every two (2) weeks, or at any other time at the request of any of the Parties.
- 12.2. The meetings shall take place by teleconference, videoconference or any other technology that enables everyone participating in the meeting to communicate interactively and simultaneously with each other.
- 12.3. The designated scientific project leader shall take simple minutes of the meeting.
- 12.4. The Parties agree that representatives of i&i Prague s.r.o. and i&i Bio will be invited to participate in the meetings as guests.

13. CONFIDENTIALITY

- 13.1. **Disclosure to Third Parties.** Neither Party shall, except with the express prior written consent of the Disclosing Party, disclose any Confidential Information of the Disclosing Party to any person or entity other than its or its Affiliates' officers, directors, employees, agents, collaborators and consultants who need to know such information for the performance of this Agreement and who are bound by a written confidentiality agreement no less stringent than the terms of this Agreement or by professional rules of secrecy.
- 13.2. **Exceptions.** The above confidentiality obligations shall not apply to information which, as can be established by the Receiving Party, (a) was communicated to the Receiving Party from a Third Party entitled to make such a disclosure; or (b) was already in the public domain or subsequently entered the public domain through no fault of the Receiving Party; or (c) was already known by the Receiving Party or developed independently by the Receiving Party without reference to or reliance upon information provided by the Disclosing Party; or (d) is to be disclosed pursuant to any legal, regulatory or stock exchange requirement (but only to the extent such information needs to be disclosed).
- 13.3. **Survival.** The above confidentiality obligations shall survive any expiration or termination of this Agreement and shall continue for a period of seven (7) years from the date of expiration or

termination of this Agreement. To the extent that any of the Confidential Information disclosed hereunder is a trade secret, the obligations set forth herein will survive the termination of this Agreement for so long as the information disclosed qualifies as a trade secret under the requirements of the Applicable Law.

- 13.4. All Parties shall be obliged to make those arrangements with their staff members and collaborators (whether employed or otherwise engaged with them) that are necessary or expedient to ensure that these persons are equally bound by secrecy and confidentiality.

14. PUBLICATION

14.1. IOCB may publish or present the IOCB Foreground IP it generates during the Funded Project, provided such publication or presentation does not disclose any of the other Parties' Confidential Information. The Parties agree that any publication or presentation of IOCB Foreground IP shall appropriately cite the contributions of the relevant Parties, using customary standards of scientific attribution. Each party shall provide the other Parties with such publication or presentation sixty (60) days prior to submission for presentation or publication to permit protection of any Confidential Information and/or patent rights, if desired and applicable. Since IOCB' Foreground IP is subject to the License Agreement detailed in clause 10.3, DANUBE LABS may request a delay in publication for up to three (3) months to enable patenting, and at its sole discretion request that IOCB files a patent application to protect the findings.

14.2. Subject to Section 24 of this Agreement, neither Party shall disclose the existence or nature of this Agreement to any third party except as required by law and neither Party will use the name or logo of the other Parties or its employees in any advertisement, press release, or other publicity without prior written approval of the relevant Party.

15. PROJECT TIMELINE

Each Party is responsible to the others to report promptly any and all events which may affect the timing of the Funded Project or such Party's ability to perform any tasks assigned to it in a timely manner. The target date to complete the Funded Project is determined in Annex. 2 and may be amended on decision by the JSC.

16. REPRESENTATIONS AND WARRANTIES

16.1. Each Party warrants and represents that it has the right to enter into this Agreement and that the terms of this Agreement are not inconsistent with other contractual obligations it may have or with the policies of any entity with which it is associated.

16.2. Neither of the Parties, except under this clause 16, makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees or students who work on the Funded Project, or the content or use of any Results, Background IP or Materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third-party rights.

16.3. DANUBE LABS understands and agrees that the IOCB Material is experimental in nature and that it is provided without warranty of merchantability for fitness for any purpose and without any other

warranty, express or implied and under no circumstances shall be used in humans. IOCB and its Affiliates, directors, officers, employees, or agents make no representation that the use of the IOCB Material will not infringe any patent, copyright, trademark or other right of any other party.

16.4. IOCB warrants that

16.4.1. The IOCB Project as described in Annex . 1 was developed by IOCB based on the research conducted by IOCB and all relevant information on the [REDACTED] was disclosed to DANUBE LABS.

16.4.2. IOCB is the owner of all IOCB Background IP and has the full and unrestricted right to dispose of the IOCB Background and IOCB Foreground IP as described in Annex 1.

16.4.3. IOCB is not aware of any other patent right or know-how that might impede the freedom to operate for the IOCB Background and/or IOCB Foreground IP.

16.4.4. IOCB has the necessary permits and licences in place to work on the Work Plan and will employ the necessary standard of care to undertake the Work Plan.

17. INDEMNIFICATION

17.1. To the extent allowable under applicable laws, IOCB agrees to indemnify, defend and hold harmless the other Parties and their respective trustees, officers, staff, representatives and agents against all damages, expenses, claims, demands, suits, or other actions arising from IOCBs conduct of the Work Plan, but only in proportion to and to the extent such are directly caused by or directly result from any of the following:

- The gross negligent or intentional acts or omissions of IOCB, its officers, agents or employees and/or;
- the possible infringement of third-party rights by performing the Work Plan, which infringement is not solely and directly related to use of the DANUBE LABS Materials and/or;
- breach of the a IOCB's warranties in section 16.4.

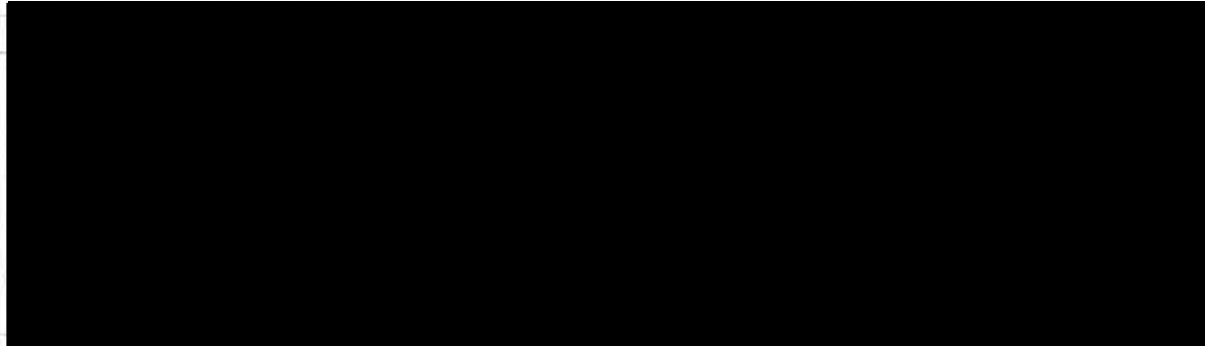
17.2. To the extent allowable under applicable laws, IOCB agrees to indemnify, defend and hold harmless DANUBE LABS against all damages, expenses, claims, demands, suits, or other actions arising from the DANUBE LABS authorized use of the IOCB Foreground IP, but only in proportion to and to the extent such are caused by or result from the negligent or intentional acts or omissions of IOCB, its officers, agents or employees.

17.3. Neither Party shall be liable to the other for any amounts representing loss of profit, loss of business or other incidental, consequential or punitive damages of the other Party.

18. NOTICE

18.1. Except for the remittance of payments which are governed by the budget in Annex 2 whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received if;

- 18.1.1. Delivered by hand, at the time of delivery;
- 18.1.2. By courier on a business day, on the day delivered if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business days after being posted;
- 18.1.3. Delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission; if sent by first-class certified or registered mail, postage prepaid, to the following addresses:



19. TERM AND TERMINATION

- 19.1. This Agreement shall be effective for a period of 7 months after completion of the Work Plan, and may be extended by written mutual consent of the Parties. However, this Agreement shall end with the formation of NewCo.
- 19.2. During the Funded Project, in the event of a technical failure, meaning that one of the predefined milestones listed in the Work Plan is not met, DANUBE LABS may elect to terminate the Funded Project as of the date such milestone is not met.
- 19.3. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after written notice thereof, the party not in default shall have the option of terminating this Agreement by giving written notice of termination with an immediate effect to the defaulting party.
- 19.4. Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to termination. Upon termination or expiration of this Agreement, any provisions herein which are intended to continue and survive such termination or expiration (including without limitation, clauses 1, 9, 12, 13, 16, 17, 19.4, 19.5, 19.6, 25, 26, 27) shall survive any expiration or termination of this Agreement.
- 19.5. If following the conclusion of the Funded Project, the JSC elects not to commercialize [REDACTED] [REDACTED] neither through formation of a NewCo, or via direct out-licensing) then:
 - 19.5.1. IOCB shall continue to be the sole and exclusive owner of all IOCB Background IP, IOCB Foreground IP and DANUBE LABS will not have any claims for compensation against IOCB in relation to any aforementioned Intellectual Property, subject to the provisions of clause 19.6 below;

19.5.2. Each of the legal entities forming DANUBE LABS shall grant an exclusive perpetual sub-licensable license to IOCB free of charge, without prejudice to the provisions of clause 21.5.4 below, any Foreground IP it has developed during the Funded Project and that is in relation to the Funded Project which is required for the further development and commercialization of the Funded Project;

19.5.3. For a period of ten (10) years after the end of their collaboration with IOCB, each of the legal entities forming DANUBE LABS shall be obliged to keep secret and confidential any and all Confidential Information relating to the Funded Project, IOCB Background IP, Foreground IP and the [REDACTED] obtained from IOCB or developed by any of the Parties during the collaboration hereunder; They shall also be obliged to make those arrangements with their staff members and collaborators (whether employed or otherwise engaged with them) that are necessary or expedient to ensure that these persons are equally bound by secrecy and confidentiality; and

19.5.4. IOCB shall be free to commercialize the [REDACTED], the Foreground IP (pursuant to the license granted under 19.5.2) in its own name and upon its sole discretion.

19.6. [REDACTED]
[REDACTED]
[REDACTED].

20. ENTIRE AGREEMENT

This Agreement, together with any Annexes hereto, represents the entire understanding of the Parties and supersedes any prior or existing agreements or understandings between any of the Parties, Principal Investigator and/or Evotec with CEBINA with respect to the subject matter hereof.

21. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such provision had never been contained herein.

22. FORCE MAJEURE

The Parties to this Agreement shall be excused from any performance required hereunder if such performance is rendered impossible or unfeasible due to any catastrophes or other major events beyond their reasonable control, including, without limitation, war, riot, terrorism, and insurrection; laws, proclamations, edicts, ordinances or regulations; strikes, lock-outs or other serious labour disputes; and floods, fires, explosions, pandemics, or other natural disasters. When such events have abated, the Parties' respective obligations hereunder shall resume.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts.

24. REGISTER OF CONTRACTS

The Parties acknowledge that the 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, at their own discretion, 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 within 7 days after obtaining DANUBE LABS agreement with the publication version of the Agreement. In the event that IOCB fails to timely disclose the Agreement in the Register of Contracts, the Parties shall collaborate and provide assistance in order to remedy the situation (including execution and disclosure of a new agreement with identical content) without any delay. Unless any of the legal entities forming DANUBE LABS fail to provide the necessary assistance under this Section 24, IOCB will keep DANUBE LABS harmless for any adverse effects of an unremedied failure to disclose the Agreement in the Register of Contract.

25. DISPUTE RESOLUTION

- 25.1. DANUBE LABS and IOCB shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any relevant Contracts ("Dispute") before resorting to litigation.
- 25.2. If the Dispute is not settled through discussion between the DANUBE LABS and IOCB within a period of thirty (30) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chairman of the board (or equivalent) ("Senior Personnel") of each of the Parties for resolution.
- 25.3. If the Dispute is not settled within a period of thirty (30) Business Days by Senior Personnel the Party initiating this process can refer the dispute to the dispute resolution body pursuant to clause 27.

26. APPLICABLE LAW

This Agreement shall be governed by the laws of Austria, without regard to the conflict of law principles thereof.

27. JURISDICTION

Any disputes arising from this Agreement shall be settled exclusively by the competent courts in Vienna, Austria.

28. Annexes

Annex 1 IOCB Project

Annex 2 DANUBE LABS Project Description, WorkPlan and Budget

Annex 3 License Terms

Annex 4 Resolution of JSC granting award
Annex 5 Master Service Agreement with Evotec
Annex 6 Shareholders Agreement – draft
Annex 7 Articles of Association - draft

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first set forth above.

Agreed and Accepted By:

DANUBE LABS

The person signing has the power to sign on behalf of the company they represent

