**RESEARCH SERVICE AGREEMENT**

(hereinafter referred to as the „Agreement“)

concluded in compliance with the provisions of § 1746 (2) and following of the Act No. 89/2012 Coll., Civil Code, as amended, between:

### 

### **Ústav molekulární genetiky AV ČR, v. v. i.**

### **(in English commonly referred to as “Institute of Molecular Genetics of the Czech Academy of Sciences”)**

### Identification number: 68378050

### With its registered seat at: Vídeňská 1083, 142 20 Prague 4, Czech Republic

### IBAN: CZ12 0100 0000 1984 8243 0287

### BIC: KOMBCZPPXX

### Represented by: RNDr. Petr Dráber, DrSc., director

### (hereinafter only “**IMG**”)

### and

**Dewpoint Therapeutics, Inc**.

TAX ID: 83-1952330

With its registered seat at 451 D Street, Suite 104, Boston, MA 02210, U.S.A., registered in the State of Delaware

Represented by: xxx, Ph.D., M.B.A., Vice President, Business Development

(hereinafter only **“Dewpoint”**)

### IMG and Dewpointhereinafter as **‘Parties’ or ‘Party’**.

**Preamble**

WHEREAS, Dewpoint is the owner of certain research material – substance (“Material” as described further), which they have developed and hold all proprietary rights to it;

WHEREAS, IMG has within its Czech Centre for Phenogenomics (“CCP”) certain expertise and experience related to preparing diverse mutant mouse models and providing in vivo studies using comprehensive phenotyping, complex organ and cell analyses and preclinical testing.

WHEREAS, Dewpoint requires certain services to be provided for its research project, specifically to conduct a mouse study for evaluating the cardiac function and subsequent analysis of the calcium/ contractility in isolated cardiomyocytes from adult mouse heart and IMG agrees to provide such services under the terms and conditions of this Agreement; and

WHEREAS, each Party’s “Confidential Information” defined herein shall be exchanged between the Parties solely for the purpose of fulfilling this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### **Definitions**

In this Agreement, the following words shall have the following respective meanings, unless another or different meaning or intent shall be clearly indicated by the context:

**“Material”** means lead compound provided by Dewpoint which is to be delivered to IMG by Dewpoint in order for IMG to do further research on the Material in accordance with this Agreement;

“**Research**” or “**Research project**” mean research aiming to verify the effectiveness of the Material in treatment of dilated cardiomyopathy.

### **“Intellectual Property”** means intellectual property rights, including (without limitation) patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights (whether or not any of these are registered or capable of being registered), and including all applications and the right to apply for registered protection of the foregoing, and all inventions, discoveries, ideas, improvements, trade secrets, know-how, techniques and confidential information and other proprietary knowledge and information, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term and together with any renewals or extensions;

**“Report”** means a report about the results of the research in accordance with this Agreement, prepared by IMG in an electronic format, in the English language, which will contain analyses of the Material's impact on overall clinical condition of the mice and study of its effects on individual organs and cell types of the mice, such as cardiomyocytes.

"**Confidential Information**" means all non-public data, documents and information (regardless of the form in which it is captured) of a technical, financial, operational, legal or commercial nature, including know-how and/or trade secrets (e.g. technical and security data, technological procedures, manuals, budgets, price calculations, process and financial analyses, customer and supplier data, marketing plans, business strategies and business plans) provided by either Party in connection with this Agreement, regardless of whether they are expressly marked or designated as confidential.

**II. Terms of the collaboration**

1. The Parties undertake to cooperate in order to successfully carry out the Research. Details of the Research are specified in Annex 1 to this Agreement (“Scope of Work”). Dewpoint shall provide IMG with the Material on its own cost, together with written documents and all relevant information (including special handling conditions) necessary to perform the Research, no later than 30 calendar days after the effective day of this Agreement. In the event of a delay in providing such Materials, the Parties agree that the time of completing of the Research shall be extended accordingly to reflect such delay. Dewpoint will arrange the relevant MTA and transfer of the frozen sperms from EMBLEM to IMG.
2. For the purpose of these tests IMG together with Dewpoint will develop special mouse models, in the required quality
3. Dewpoint, unless otherwise expressly stated in this Agreement shall be considered the owner of all rights and title to the Material. Nothing contained within this Agreement, shall restrict Dewpoint’s rights to use or distribute the Material to other entities for commercial or non-commercial purposes. All Intelectual Property in regard to the Material remains with Dewpoint.
4. It is hereby agreed that neither right of use nor license of any kind is hereunder granted to either Party on the other Party’s Intellectual Property obtained before, after and/or outside of this Agreement.
5. Material may not be used in human subjects. IMG agrees to comply with all relevant applicable Czech laws and regulations regarding the handling of the Material. IMG shall use the delivered Material, documents and information for the sole purpose of performing under this Agreement, to fulfil its obligations under applicable law or to protect its legally protected legitimate interests.
6. The Parties are obliged to inform each other about all circumstances and/or changes that might negatively affect the performance of the Agreement. Such information shall be sent to e-mail address specified in Article VII.3. of this Agreement.
7. Dewpoint shall reimburse the IMG for the costs connected with carrying out of the Research according to this Agreement, the remuneration is listed in the article IV. of this Agreement.
8. IMG shall communicate in writing (a communication via e-mail suffices) the progress / implementation of the Research and its interim results aat the end of November 2024. IMG shall provide Dewpoint with a Report at latest by the term of the Agreement. The communication, including delivering the Report, shall be carried out via e-mail addresses specified in Article IV.4. of this Agreement. Upon receipt of the Report, Dewpoint has 30 calendar days to comment on the Report in order to request clarification or removal of potential discrepancies. Within 14 calendar days of receiving the Dewpoint's comments, IMG will update / correct the Report or answer the Dewpoint's questions. Dewpoint shall then confirm the acceptance of the Report within 3 working days, and shall not delay the acceptance without objective reasons, otherwise the acceptance is presumed to be given. The day of acceptance of the Report is considered the day when IMG is entitled to issue an invoice for the remuneration according to article IV.3. of this Agreement. If Dewpoint does not comment on the original Report by 30 calendar days from its delivery (or within 14 calendar days in case of updated Report / answered questions as described above), acceptance is irrefutably presumed to be given and IMG is entitled to issue an invoice for the remuneration according to article IV.3. of this Agreement.
9. IMG shall not be entitled to use the Material outside of the scope of the Research defined by this Agreement and test it on other mouse models. If IMG should discover any results regarding characteristics / properties of the Material outside the scope of the Research, which could be according to its judgment of interest for Dewpoint, IMG should immediately inform Dewpoint in writing about such results or inventions. IMG hereby grants to Dewpoint an exclusive, sublicensable, royalty-free, non-cancellable license to any such results or inventions. Any Inventions made as a result of use outside the Limited Purpose, shall be deemed to be an unauthorized use. All rights, title and interest in Inventions made under, during the Term or as a result the Agreement, including without limitation, as a result of such unauthorized use shall be owned by Dewpoint; and IMG hereby agrees to assign such rights, title and interest and do all such other acts as appropriate to allow the Purchaser to perfect such rights, title and interest.
10. IMG shall have the right to publish its findings and results related to the Research provided that Dewpoint and the relevant Dewpoint’s Researcher/s are either named as co-authors of the publication or cited as the source of the Material, according to the respective contribution of the Material to the publication. IMG shall notify Dewpoint of all intended publications four weeks prior to their intended public disclosure; text of the intended publication shall be a part of the notification. This is in order to allow Dewpoint to evaluate prospective patent protection and implement a decision to file a patent application. If no written objection by Dewpoint is received by IMG within 30 days from the date of notice, consent to the publication shall be deemed to have been granted. If an objection has been raised, the Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting information before publication) and the objecting Party shall not unreasonably continue the opposition if appropriate actions are performed following the discussion. Notwithstanding anything to the contrary, Dewpoint may not withhold a publication upon the expiry of a 120-day period following the notification of the intended publication by IMG. It is hereby agreed that the above mentioned 120-day period determines the deadline for the appropriate steps to be taken in order to safe-guard the Dewpoint‘s legitimate interests, following which time the publication will automatically be permitted. Notwithstanding anything to the contrary, adequate credit shall be provided to each of the Parties in any presentation or publication related to the Research presented or published by the other Party.

### **III. Confidentiality**

1. The Parties agree that all the Confidential Information shall be kept confidential by the receiving Party and shall not, without the prior written consent of the disclosing Party, be disclosed or made available to persons other than the receiving Party's authorized persons. For the avoidance of doubt as to what shall be considered a breach of the confidentiality obligations, complying with a legal obligation to notify or otherwise disclose Confidential Information to courts or governmental authorities does not constitute a breach of confidentiality obligation; in the event of disclosure of Confidential Information in the manner set forth in the preceding sentence, to the extent permitted by applicable law or individual legal act(s), a Party shall promptly inform the other Party of the scope and nature of the information it has been or will be required to disclose, to whom and based on what law or individual legal act.
2. Notwithstanding the foregoing, the following shall not be considered Confidential Information:
   1. information that was available to the receiving Party on a non-confidential basis prior to the disclosure of such information by or on behalf of the disclosing Party;
   2. or information that is public or publicly available or becomes public or publicly available other than as a result of a breach of this Agreement by the receiving Party;
   3. or information that has been lawfully received from a third party, provided that the receiving Party has a good faith belief that such third party is not subject to any obligation of confidentiality in relation to such information;
   4. or information that has been independently developed by the receiving Party, without reference to or use of the information received by the receiving Party as evidenced by written records.
3. Any Confidential Information shall continue to be treated as confidential under this Agreement, even after the termination / expiration of this Agreement, for a period of:
   1. Indefinite in the case of information that meets the legal definition of a trade secret (i.e., for as long as the information will be a trade secret), for a minimum of 10 years.
   2. For the duration of the protection of intellectual property rights, including industrial legal protection, e.g. patents, inventions, trademarks, etc.
   3. For a period of 3 years from the termination of this Agreement for other information not listed above.

**IV. Remuneration**

1. The remuneration amount for Research carried out by IMG is € 110 650 excl. VAT. The remuneration will be paid on the basis of two separate invoices. For avoidance of doubt the Parties declare that IMG is entitled to full amount stated in this Article regardless of the results of the Research, i.e. even in the event of proving ineffectiveness / not proving effectiveness of the Material.
2. The first invoice for € 60 000 excl. VAT (covering the management, initiation of Research) will be issued immediately after signature of this Agreement.
3. The second invoice for € 50 650 excl. VAT will be issued after acceptance of Report in accordance with Article II.8. of this Agreement.
4. IMG shall send all invoices electronically to Dewpoint to the contact person listed in Article VII.3. of this Agreement. All invoices according to this Agreement are due 30 calendar days from the date of issue.
5. In the event of Dewpoint's delay with any payment, IMG is entitled to a contractual penalty of 0.1 % of the amount due (incl. VAT, should such tax be included on the invoice) for each day of delay.

**V. Term of Validity**

1. This Agreement becomes valid on the date of its signature by both Parties and its Effective Date is the day of its publication in the Czech public contract registry (<https://smlouvy.gov.cz/>) which will be carried out by IMG pursuant to Act No. 340/2015 Coll. Annex No. 1 to this Agreement will not be published, due to being an information fulfilling the trade secret definition of the Act No. 89/2012 Coll., Civil Act, as amended.
2. This Agreement is concluded for the period of 9 months. The provisions concerning confidentiality, Intellectual Property protection and publications and warranties/liability shall survive the expiration and/or termination of this Agreement.
3. In the event of a substantial breach of obligations set out by this Agreement, either Party is entitled to terminate this Agreement by delivering a written notice to the Party in breach of this Agreement. The notice shall contain a request for redress/remedy of the breach of the Party's obligations within no less than 30 (thirty) calendar days, unless a redress/remedy is not feasible. If the Party in breach has not fully remedied the breach of their obligations under this Agreement within the given period or the breach cannot be remedied, the termination of the Agreement will be effective once the given period expires.
4. In the event of early termination of the Agreement by IMG due to a breach of the Agreement by Dewpoint, IMG is entitled to retain the remuneration already paid (or due) according to Article II.2. of this Agreement. Additionally, IMG is entitled to reimbursement of all costs incurred by IMG up to the date of the termination of this Agreement, which exceed the remuneration amount specified in Article II.2. of this Agreement, up to the limit of the amount stated in Article II.3. of this Agreement. IMG shall issue an invoice for such costs.
5. In the event of early termination of the Agreement by Dewpoint due to a breach of the Agreement by IMG, IMG shall return all the remuneration received from the Dewpoint that has not been already verifiably incurred on the activities of the research collaboration; a credit note in the amount of the paid remuneration would be issued by IMG.
6. In the event of the expiration or termination of this Agreement, and upon request from Dewpoint, IMG shall return or destroy any remaining Material and Confidential Information pertaining thereto. Similarly, Dewpoint shall return or destroy any Confidential Information of IMG in its possession upon such expiration or termination. Each Party may retain one copy of the Confidential Information in their confidential legal files for the purpose of establishing the extent of the disclosure and their obligations, including obligations set by laws, and/or to protect their legitimate interests. In such cases, they are bound by the same terms as stated in this Agreement even beyond its validity.

**VI. Warranties and liability**

1. IMG shall perform the Research by applying its best scientific knowledge and best scientific standards. IMG has only an obligation of means in the performance of the Research.
2. Dewpoint acknowledges that the outcome of the Research is inherently uncertain and unpredictable. IMG makes no warranties, express or implied, as to particular results of the Research, the merchantability or fitness for a particular purpose of the results, or as to any other matter related to the Research. IMG shall be liable towards Dewpoint only in the event of fraud or gross negligence for any damages suffered in connection with this Agreement.
3. If Dewpoint decides to commercialize products and/or services based on the Research, Dewpoint shall bear the sole responsibility for the conception, use and commercialization of such products or services, including all costs related thereto. Dewpoint shall also be liable towards third parties in connection with this conception, use or commercialization.

**VII. Final Provisions**

1. The present Agreement may be prolonged, modified or amended solely through written amendmends agreed upon by authorized representatives of each of the Parties.
2. Unless stated otherwise, all notifications concerning changes to or termination of the Agreement, or regarding any alleged breaches of Agreement, shall be delivered in writing to the registered address of the other Party as specified herein.
3. For any communication not specifically addressed in Article VII.2, the following individuals serve as the designated contact persons:
   1. Dewpoint: xxx
   2. IMG: xxx

xxx

xxx

Changes to contact persons do not necessitate an amendment as per Article VII.1. of this Agreement, a simple e-mail notification regarding the change of contact persons is sufficient.

1. This Agreement shall be governed by the law of the Czech Republic. The Parties exclude the application of conflict of laws rules of international law. In accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the Parties agree to the local jurisdiction of the court of first instance in the place of the IMG’s registered office for the settlement of disputes arising from this Agreement.
2. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of any contradiction between the text of this Agreement itself and its annexes, the text of Agreement itself will prevail.
3. If any of the articles herein, which does not constitute substantial part of the present Agreement, becomes invalid or unenforceable as a whole or in part, or if it contains any inaccuracies or ambiguities or formal imperfections and can be separated from other provisions of this Agreement, it will have no impact on validity and enforceability of this Agreement as a whole.
4. No waiver by either Party of any breach or default under this Agreement shall be deemed a waiver of such Party’s rights arising out of such breach or default, unless such waiver is recorded in writing, and any such waiver shall not be considered a waiver of any subsequent or similar breach or default.
5. This Agreement shall not be assignable by either Party, without the prior written consent of the other Party. Any and all assignments not made in accordance with this section shall be void.
6. The present Agreement shall be drafted in the English language, in two wet-ink counterparts, each of which shall be valid as the original. Each Party shall receive one counterpart. Alternatively, it may be signed by both Parties with qualified electronic signatures in accordance with the “eIDAS” regulation of European Union, which shall constitute an original of this Agreement.
7. Both the Parties declare having thoroughly read this Agreement and understood its contents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of Ústav molekulární genetiky AV ČR, v. v. i.**:**

--------------------------------------------- Date:

RNDr. Petr Dráber, DrSc., director

For and on behalf of Dewpoint Therapeutics, Inc.:

--------------------------------------------- Date:

xxx, Ph.D., M.B.A., Vice President, Business Development

**Annex 1: REDACTED**