AMENDMENT NO. 1

TO THE SETTLEMENT AGREEMENT

NO. 2022-1042

DATED 28TH DECEMBER 2022

 (hereinafter as „Amendment“)

between the contracting parties:

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

with its registered office at: Vídeňská 1083, 142 20 Prague, Czech Republic

Registration No.: 68378050

VAT ID: CZ68378050

represented by: RNDr. Petr Dráber, DrSc., director

(hereinafter referred to as the „Buyer”)

a

HighRes Biosolutions Inc.

with its registered office at: Cherry Hill Drive 102, Beverly, MA 01915, USA

Registration No.: 20-1693803

VAT ID: 20-1693803

represented by: xxx, CEO

(hereinafter referred to as the „Seller“)

(“Buyer” and “Seller” hereinafter also collectively referred to as the “Contracting Parties”)

**Article I.**

1. The Contracting Parties agree that the Article II section 4 of the Settlement Agreement shall be replaced, as follows:

“4. The Contracting Parties agree that all claims according to Article II. shall be settled in full in a form of financial credit against 1) future performance or services, which the Seller shall provide to the Buyer after the end of the warranty period according to the Purchase Contract, or 2) any other financial commitments / obligations of the Buyer towards the Seller. If such services will not be provided in full until 28th February 2025, the Seller shall pay the remaining debt to the bank account specified by the Buyer, at latest by 31st March 2025.”

1. The Contracting Parties agree that the Article II section 6 of the Settlement Agreement shall be replaced, as follows:

“6.If the debt is not settled by the 31st March 2025, the Seller undertakes to pay the Buyer also a contractual penalty of 0,5 % of the amount owed and the financial interest according to the Czech laws.”

**Article II.**

1. Except as expressly amended by this Amendment, all terms, conditions, and provisions of the original Settlement Agreement shall remain in full force and effect.
2. This Amendment is concluded on the date of signature by both Contracting Parties and becomes effective on the date when it is published in Contract Register according to Act No. 340/2015 Coll., as amended. The Contracting Parties agree that publishing in Contract Register will be ensured by the Buyer.
3. This Amendment is drawn up in two originals with wet-ink signatures, each of which has the validity of an original and of which each of the contracting parties will receive one copy. Alternatively it may be concluded in one electronic original, signed by qualified electronic signatures of both parties.
4. The Contracting Parties confirm that they have read this Amendment before signing it and that they agree with its content without reservation. The Amendment is an expression of their true, real, free and serious will. In order to prove the authenticity and truthfulness of these declarations, the authorized representatives of the Contracting Parties attach their handwritten (eventually qualified electronic) signatures.

Prague, date: ……………………… Beverly, date: ………………………

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| Ústav molekulární genetiky AV ČR, v. v. i.…………………………………………  | HighRes Biosolutions Inc.…………………………………………  |
| RNDr. Petr Dráber, DrSc. | xxx |
| director  | CEO |