

EXCLUSIVE LICENSE AGREEMENT

between

Charles University
as Licensor

and

TumorShot LLC
as Licensee

CUIP 035/2024

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EXCLUSIVE LICENCE AGREEMENT (the “Agreement”) between THE UNDERSIGNED:

1. **Charles University**, with its registered office at: Ovocny trh 560/5, 116 36 Prague 1, Czech Republic, VAT: CZ00216208, concerning the part First Faculty of Medicine, whose address is Kateřinská 32, Prague 2, 121 08, Czech Republic formed and existing under the laws of Czech Republic represented under mandate agreement by **Charles University Innovations Prague a.s. (CUIP)**, with its registered office at: Ovocny trh 560/5, 110 00 Prague 1, Czech Republic represented by: Otomar Slama, MBA, MPA, chairman of the board, formed and existing under the laws of Czech Republic, hereinafter referred to as “**Licensor**”.
2. **TumorSHOT LLC**, a limited liability company incorporated under the laws of the United States, with its registered office at 108 West 13th Street, Wilmington, Delaware 19801, USA, hereinafter referred to as the “**Licensee**”.

Licensor and Licensee are hereinafter jointly referred to as the “**Parties**” and each individually as a “**Party**” as the context may require.

WHEREAS:

- A. Licensor is the owner of the Technology (as defined hereinafter);
- B. Licensee is a company incorporated for the purposes of developing and commercializing products and/or services in the healthcare industry; and
- C. Licensee wishes to obtain an exclusive license to the Technology, and Licensor is willing to grant such exclusive license, all upon the terms and conditions set forth in this Agreement.

THEREFORE, IT IS AGREED AS FOLLOWS:

Article 1. Definitions and Interpretation

- 1.1 Definitions. All capitalized terms used in this Agreement shall have the meaning ascribed to them below:

“Affiliate”

means any individual, corporation or other entity which either directly or indirectly, at present or in the future, controls, is controlled by or is under common control with a Party. As used in this definition only, “control” means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting shares or securities or the ability to elect or appoint a majority of the board of directors or other managing authority of such an entity; whether by voting stock, contract or otherwise.

“Agreement”

means this exclusive license agreement including its Schedules which may be amended in written form from time to time.

“Assignment Option”	has the meaning set out in Article 3.1.
“Commercialize”	means to offer to sell, have offered to sell, sell, have sold, import, have imported, export, have exported, distribute, have distributed for use by general public.
“Confidential Information”	has the meaning set out in Article 7.1.
“Effective Date”	means the date of publication of this Agreement in the Register of Contract of the Czech Republic by the Licensor.
“Field”	means any field of use without limitation.
“First Commercial Sale”	means the first transfer by Licensee or any of its Affiliates for value of Licensed Product for use or consumption by the general public in the Territory on arms length basis.
“Force Majeure Event”	has the meaning set out in Article 9.1.
“Intellectual Property Rights”	means (i) patents, rights to inventions, designs, copyright and related rights, rights in and to database rights (including rights to prevent the extraction or reutilisation of information from a database), trade marks, related goodwill and the right to sue for unfair competition, and trade names, in each case whether registered or unregistered, utility models and supplementary protection certificates; (ii) proprietary rights in domain names; (iii) knowhow, trade secrets and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent or similar effect to any of them anywhere in the world, whether or not any of them are registrable or registered, and including applications for registration of any of them.
“Improvements”	means any and all improvements which, if used or practiced without licence from the Licensor, would infringe any Intellectual Property Rights in the Technology, and any other changes to (any part of) the Technology, developed by either Party after the Effective Date.
“Infringement”	has the meaning set out in Article 5.2.
“Knowhow”	means all proprietary and confidential information, techniques, technology, practices, trade secrets, inventions (whether patentable or not), materials, methods, processes, knowledge, know-how, skill, experience, data and results (including pharmacological, toxicological and clinical test data and results), reports, analytical and quality control data, results or descriptions, software and algorithms, and other know-how in any form (including without limitation comprised in or derived from concepts, discoveries, drawings, data, data formulae, designs,

designs for experiments and tests and results of experimentation and testing procedures, information in submissions to regulatory authorities, specifications, notes, samples, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods) developed, owned or controlled by Licensor at the Effective Date, i.e., all discoveries, designs, databases, procedures, processes, techniques, data, formulae, results of experiments or tests, except for the Physical Transfer Items which are not considered Knowhow.

“License”

has the meaning set out in Article 2.1.

“Licensed Product”

means any products and/or services of which the manufacture, rendering, use or sale of which would, on a country-by-country basis, infringe a Valid Claim of Patent Rights or would use any portion of the Knowhow.

“Net Sales”


means the gross amount actually paid to the Licensee, its Affiliates in consideration for the sale of a Licensed Product to a Third Party less the Permitted Deductions.

In the case where the Licensed Product is co-packaged, co-formulated, or otherwise sold in a manner that includes one or more active therapeutic ingredients in addition to a Licensed Product (a **“Combination Product”**), "Net Sales" for the purposes of calculating royalty payments on such a Combination Product will be determined by
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“Permitted Deductions”

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(iii) 

(iv) 

“Physical Transfer Items”

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“Prosecution of the Patent Rights”	has the meaning set out in Article 5.1.
“Representatives”	has the meaning set out in Article 7.1.
“Royalties”	has the meaning set out in Article 4.1.
“Sublicense Sales”	means any and all cash or other financial consideration actually received by Licensee or its Affiliates from third parties from sublicensing the Technology or licensing the joint Improvements or from assignment of the rights or option rights related thereto.
“Territory”	means XXXXXXXXXXXXXXXXXXXXX.
“Technology”	means the technology that includes the Patents and/or all information, data, material and other Knowhow developed, owned or controlled by Charles University as of the Effective Date in the claims, descriptions or examples set forth in any filed patent applications for the Patents.
“Term”	has the meaning set out in Article 10.2
“Valid Claim”	means (a) any granted claim of a patent included in the Patent Rights, which has not been held unenforceable or invalid by a court or office for intellectual property or any other authorized governmental agency, and (b) any pending claim of a patent application included in the Patent Rights which has not been cancelled, withdrawn, abandoned or finally disallowed with the possibility of appeal or reflecting of such application.

1.2 Interpretation. In this Agreement, unless the context requires otherwise:

- a) a reference to an Article, Clause or Schedule, is a reference to an Article of, Clause of or Schedule attached to, this Agreement, as the case may be;
- b) references to this Agreement include the Schedules attached hereto, which form an integral part of this Agreement for all purposes, as this Agreement may be amended from time to time in accordance with its terms and conditions, it being agreed that in case of discrepancy between this instrument and one or more of the Schedules hereto, this instrument shall prevail;
- c) words using singular or plural number also include the plural or singular number respectively and words denoting any gender shall include all genders;
- d) references to a document are to that document as varied, supplemented or replaced from time to time in accordance with its terms;
- e) the words ‘include’ or ‘including’ shall be deemed to be without limitation whatsoever, except if otherwise specified; and
- f) the headings and captions in this Agreement are included for convenience only and shall not affect the construction or the interpretation of this Agreement.

Article 2. Grant of Rights

- 2.1 License.** Subject to the provisions of this Agreement, Licensors hereby grant Licensee during the Term, XX
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XX
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XX
XXThe rights granted under this Article 2.1 are collectively referred to as the “**License**” and shall be effective upon payment XXXXXXXXXXXXXXXXXXXXXX by the Licensee to the Licensor.
For the purposes of this Article 2.1, ‘exclusive’ shall mean that during the Term of this Agreement, Licensor will not grant licenses or similar rights of any kind to the Technology in the Field and Territory to any third party.
- 2.2 Sublicensing.** The License granted by Licensor under Article 2.1 above includes the right of Licensee to grant sublicenses thereto to third parties XX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX:
i. XX
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ii. XX
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iii. XX
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- 2.3 Transfer of the Physical Transfer Items.** Within thirty (30) days after the Effective Date, Licensor shall transfer the ownership of Physical Transfer Items (as listed in Schedule 1A) at XXXXXXXXXXXXXXXX to Licensee and/or provide reasonable cooperation to such effect. The Licensor is liable for preparation, accuracy and completeness of Schedules to this Agreement (including Hand-over protocol in Schedule 1B) and the transfer of ownership of Physical Transfer Items that are not digital files and shall provide full cooperation to the Licensor and Licensee in order to achieve the full effect of this Clause.
- 2.4 Improvements.**
- i. The Improvements generated by Licensee alone, shall be owned by the Licensee. Improvements generated by Licensee with the participation of any other natural person performing for Licensee as an employee or any type of contractor shall be considered as the Improvements generated by Licensee alone, unless the applicable law provides otherwise. Licensee shall notify any such Improvements to Licensor and disclose to Licensor an overall description. Such disclosure will be made in writing within a reasonable time after such Improvement is generated
- ii. The Improvements generated jointly by Licensee and Licensor, shall be co-owned by Licensee and Licensor equally. The rules governing the management and exploitation of those Improvements (including the financial conditions of this exploitation) shall be defined in the specific agreement which led to the said Improvements. If there is no specific agreement in place, the management and exploitation shall be subject to the same rules as the Patent Rights. This applies to Improvements generated jointly by Licensee and the Licensor. Notwithstanding the foregoing, the Parties agree to use their best efforts to reach an agreement concerning the ownership of such Improvements.
- iii. The Improvements generated by Licensor alone, shall be owned by Licensor. Notwithstanding the foregoing, Licensor undertake to disclose to Licensee in reasonable detail all Improvements. Such disclosure will be made in writing within a reasonable time after such Improvement is generated. After receipt of such disclosure, Licensee shall benefit from a three (3) months’ exclusive option to include such Improvements in the same scope of the License, in which case, the

- 2.9 Licensee shall disclose and grant Licensor a non-exclusive non-commercial free license to any results, data and inventions generated from any evaluation and use of the Technology and Improvements and any of its Affiliates or sublicensees.

- ## Article 4. Consideration and Reporting

- 4.3 Licensee shall submit to Licensor a statement in writing recording the calculation of such Royalties payable and, in particular:
- i. the annual period for which the Royalties were calculated;
 - ii. the Net Sales of each respective product category supplied or used during the relevant calendar year country-by-country;
 - iii. the Sublicense Sales received during the relevant calendar year, structured by sublicensees country-by-country;
 - iv. the amount of Royalties due and payable;
 - v. the amount of any withholding or other income taxes deductible or due to be deducted from the amount of Royalties due and payable;
 - vi. proper (and audited, if required by law) bookkeeping records and accounting of Licensee and its Affiliates concerning Licensed Product, Net Sales and sublicense sales to permit confirmation of the accuracy of the information provided by Licensee, method of calculation of remuneration and its amount.
- 4.4 The Licensee shall pay Licensor the relevant invoice due within thirty (30) days from the receipt of the invoice. All payments will be made in Euros (EUR), US dollars (USD) or Czech crowns (CZK) and will be remitted directly by Licensee to Licensor by bank transfer on the due date to the bank account designed in writing by Licensor. Late payments will be subject to the then current statutory interest rate under the applicable law.
- 4.5 Licensee shall keep accurate records together with supporting documentation of the Licensed Products sold under this Agreement, in order to verify the Royalties due to Licensor under this Agreement. Such records and documentation shall be retained for at least three (3) years following the end of the reporting period to which they relate.
- 4.6 Taxes. For the avoidance of doubt, all amounts and percentages mentioned in this Article 4 are excluding VAT if applicable. In addition, any withholding tax that may apply according to applicable laws and the tax treaties signed between the countries where the Parties are based, shall be deducted from the payments made hereunder by Licensee. The Parties shall ensure that the correct tax treatment is applied in respect of all payments made hereunder.

Article 5. Patent Prosecution and Costs

- 5.1 Patent Prosecution. Licensor shall be responsible for the preparation, filing, examination, prosecution, maintenance and renewals of the Patent Rights (collectively referred to as the **"Prosecution of the Patent Rights"**), in accordance with the recommendations of Licensee and in line with the business strategy of Licensee, who shall bear the Patent Costs in accordance with Article 5.4 below. Licensor shall promptly inform Licensee of any matters that come to their attention and which may affect the Prosecution of the Patent Rights, and Licensor shall not take any decisions (including, but not limited to, pursuing additional claims, responding to office actions or making amendments to the Patent Rights) without having first obtained Licensee's prior written consent.
- 5.2 In the event that a third party would challenge the validity of any of the Patent Rights an (**"Opposition"**), and the Opposition is successful, Licensee shall be entitled to a proportional reduction of the Royalty rate described in Article 4.1 above.
- 5.3 Licensor will ensure that none of the Patent Rights is abandoned. If during the Term of this Agreement Licensor intends to abandon any of the Patent Rights, the Licensor shall notify Licensee in writing of such intention by taking into account a three (3) month notice period. All costs to maintain said rights during that three (3) month notice period shall be borne by the Licensee and shall be invoiced by Licensor to the Licensee. Any Patent Rights that the Licensor decide to abandon shall be assigned to Licensee if it so requests

in writing, releasing Licensor from further obligations towards the Licensee regarding said rights

- 5.4 Patent Costs. Licensee will bear the Patent Costs as of the Effective Date and shall make payments within thirty (30) days of receiving invoices from the Licensor.

Article 6. Infringement of the Patent Rights

- 6.1 In case either Party becomes aware of an infringement of the Patent Rights by a third party (an “**Infringement**”), it shall without undue delay inform the other Party thereof by written notice. In such a case, the Parties shall discuss how best to proceed.
- 6.2 If an action is necessary, the Licensor shall have the right, but not the obligation, to bring any legal action in its name and at its own expense. Licensor shall maintain the litigation at its own cost and expense and shall retain any damages and costs recovered in connection therewith. In such a case, Licensee will nevertheless retain the right, if applicable, to join any such action initiated by the Licensor at its own expense to obtain indemnification for damages which Licensee may have incurred.
- 6.3 Should Licensor decide not to bring an action or has not commenced such action within a sixty (60) days’ period established by Licensor upon notice to Licensee, Licensee may bring on its own initiative, under its own name and at its expenses an action. Licensee shall control such action and retain all recoveries and damages therefrom. Licensor shall cooperate with Licensee to the extent reasonable.

Article 7. Confidentiality

- 7.1 During the Term of this Agreement, and for a period of three (3) years thereafter, the receiving Party undertakes to keep (and it shall procure that its respective directors and employees keep) secret and confidential all information of a confidential nature disclosed by the disclosing Party and identified as confidential at the time of disclosure or any information that any reasonable party would know or could suspect to be confidential or proprietary to the disclosing Party (the “**Confidential Information**”) and use it only for purposes specifically authorized under this Agreement. The Parties shall treat Confidential Information with the same duty of care as they would exercise in protecting their own confidential or important information. The Parties may only disclose the Confidential Information to their, their Affiliates’ and their sublicensees’ employees on a need-to-know-basis and who are bound by similar terms of confidentiality (collectively the “**Representatives**”). The Parties will be responsible for any unauthorized disclosure of Confidential Information by any of their Representatives. Notwithstanding the foregoing, Licensee is authorized to disclose and use the Confidential Information of Licensor in connection with its rights to exercise the License, including disclosure to sub-licensees, provided that the Licensee shall ensure that such sub-licensees accept an obligation of confidentiality on substantially the same terms as this clause. The Licensee may also disclose the Confidential Information to the extent reasonably required in connection with the conduct of its business, including but not limited to potential investors, and/or other business associates and professional advisors, provided that such persons have agreed in writing to be bound by non-use and non-disclosure obligations that are no less strict than those set forth in this Agreement.
- 7.2 The confidentiality obligations contained in Article 7.1 do not apply to Confidential Information which:
- a. was already known by the receiving Party on a non-confidential basis prior to its disclosure, not including any terms of and other information regarding this Agreement; or

- b. was, in the public domain at the time of disclosure or comes or becomes so, other than by reason of any unauthorized disclosure by the receiving Party; or
- c. is required to be disclosed pursuant to law, agency rule, government request, court order, or subpoena. In such a case, each Party shall: (i) give the other Party prior written notice of that disclosure; (ii) limit the extent of that disclosure; and (iii) obtain confidential treatment from the requesting agency for that disclosure; or
- d. was independently developed by either Party, as evidenced by such Party's records.

Article 8. Warranties, Liability and Indemnification

8.1 Licensors warrants that:

- a. it is the owner of all rights, title and interest in and to the Technology and Know-how;
- b. has the lawful right to grant license to the Technology and full authority to execute and perform this Agreement;
- c. the Technology does not infringe the rights of any third party;
- d. it has not granted licenses to the Technology to any third party that would restrict in any manner the rights and licenses granted to Licensee under this Agreement;
- e. it has ensured full authorisation by the inventors of Technology and Knowhow to the License;
- f. inventorship (in Czech: "původcovství") of the inventors of Technology and Knowhow has not been challenged and there is no such threatening challenge and no third party has asserted the right to inventorship or co-inventorship; and
- g. execution and performance of this Agreement will not conflict with the terms and conditions of any other agreement to which Licensors is a party to or otherwise bound.

8.2 If, during the period specified in this Article, any Technology fails to comply with the warranty in this Article 8.1, Licensors shall, at Licensees reasonable request repair or replace Technology.

8.3 Except for a breach of confidentiality obligations, as described in Article 7.1 above, neither Party shall be liable to the other Party for any indirect, special, incidental, consequential or punitive damages of any kind, including without limitation loss of profits or lost sales or revenues, business interruption, loss of business information.

Subject to conditions and exceptions in this Agreement, Licensee acknowledges and agrees that the Technology is proprietary information of Licensors and that all proprietary rights to the Technology is and shall remain the sole property of Licensors except when a transfer of the Patent Rights, Technology and/or the Knowhow, as referred to in Article 3, occurs.

Article 9. Force Majeure

9.1 No failure or omission by either Party hereto in the performance of any of its obligations under this Agreement shall be deemed a breach of this Agreement nor create any liability, if the same shall arise from a Force Majeure Event. For the purposes of this Agreement, a "Force Majeure Event" is understood to include causes beyond the control of either Party, including acts of God, regulations or laws of any government, civil commotion, and material destruction of facilities or material by fire, earthquake or storm, epidemics or pandemics, failure of public utilities or common carriers or blackouts.

9.2 If a Party is prevented or delayed in the performance of its obligations under this Agreement by a Force Majeure Event, that Party shall, as soon as reasonably practicable, serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the Force Majeure Event, and shall use all reasonable means to resume full performance of its obligations under this Agreement as soon as possible.

- 9.3 In case such Force Majeure Event continues for more than one (1) month, the Parties should find a satisfactory solution to this situation. Either Party shall have the right to terminate this Agreement giving notice to the other Party in accordance with Article 11.6 in case such Force Majeure Event continues for more than six (6) months.

Article 10. Term and Termination

- 10.1 The Parties shall deem the Confidential Information of each Party as a trade secret of such Party within the meaning of Section 504 of the Czech Act no. 89/2012 Coll., the Civil Code. The Parties take note that this Agreement is 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 Contract (Act on the Register of Contracts). The Parties have agreed that prior to disclosure and publication of this Agreement, any and all provisions of this Agreement and appendices hereto designated by Licensee as business secret prior to the signing of this Agreement shall be removed (blackened). The obligatory disclosure of this Agreement pursuant to the Act on the Register of Contracts shall be made by the Licensor.
- 10.2 Term. This Agreement shall come into force on the date of signature of the last Party and shall become effective on the Effective Date upon registration with the Contracts Register and shall continue in full force and effect,
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XXX (the “**Term**”).
- 10.3 Unless otherwise specified in this Agreement (including the specifics in case of breach of diligence efforts), either Party is entitled to terminate this Agreement in the event that the other Party breaches any of its warranties or obligations contained herein and such breach continues unremedied for a period of ninety (90) days after written notice thereof to the breaching Party. If the non-breaching Party intends to terminate this Agreement based on this Article 10.2, it shall notify the breaching Party of such termination, and the breaching Party is entitled to object to such notice of termination within thirty (30) days of such notice. In case of an objection, the Parties shall subject their dispute to arbitration in accordance with Article 12 below.
- 10.4 This Agreement terminates by operation of law if the Licensee goes into liquidation, is granted a (temporary) suspension of payment or is declared bankrupt.
- 10.5 Effects of Termination. In the event that this Agreement is expired or terminated in accordance with Articles 10.2 or 10.3, Licensee shall (i) cease all use of the Technology, and (ii) upon request of the Licensor, return or destroy all documents under its control or in its possession all to the extent received from the Licensor.
- 10.6 Survival. Expiration or termination of this Agreement will not release the Parties of obligations which they have accrued prior to such expiration or termination. In addition, the following provisions shall survive any expiration or termination of this Agreement for the period of time specified therein or, if no such period is specified, indefinitely: Article 7 (Confidentiality), Article 8 (Warranties, Liability and Indemnification), Article 12 (Governing Law and Dispute Resolution).

11.1 Assignment.XX
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11.2 Waiver. A failure by a Party to take action in the event of non-performance by the other Party regarding any provision of this Agreement shall not operate as a waiver of such right.

11.3 Severability. In the event that one or more provisions of this Agreement turn out to be void or invalid, the remaining provisions shall remain effective. The Parties shall discuss the void or invalid provisions in order to agree upon an alternative arrangement that is valid and which as closely as possible corresponds with the contents of the provisions to be replaced.

11.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all Parties.

11.5 Entire Agreement and Amendments. This Agreement, together with its Schedules, constitute the entire agreement between the Parties, and supersedes all prior written agreements, understandings and communications between the Parties with respect to the subject matter hereof. Amendments or additions to this Agreement shall be made in writing and signed by an authorized representative of both Parties.

11.6 Notices. All notices which shall or may be given under this Agreement shall be in writing in English and shall be sent by electronic mail (and confirmed by prepaid registered mail) addressed to the recipient at the addresses herein stated, or at such other address as a Party may from time to time designate:

Licensors:

Charles University
c/o
Charles University Innovations Prague a.s.
(CUIP)
Ovocny trh 560/5, 116 36 Prague 1, Czech
Republic
Attn.: XXXXXXXXXXXX
Email: XXXXXXXXXXXX
Attn.: XXXXXXXXXXXX
Email: XXXXXXXXXXXX

Licensee: **TumorSHOT LLC**
108 West 13th Street, Wilmington, Delaware
19801, USA
Rep. by: XXXXXXXXXXXXX
Email: XXXXXXXXXXXXX
Rep. by: XXXXXXXXXXXXX
Email: XXXXXXXXXXXXX

Rep. by: XXXXXXXXXXXX

Email: XXXXXXXXXXXX

Article 12. Governing Law and Dispute Resolution

- 12.1 Applicable Law. This Agreement is exclusively governed by, and construed in accordance with the laws of the Czech Republic.
- 12.2 Dispute Resolution. The Parties will negotiate in good faith any controversy or disputed claim by either Party arising out of or in connection with this Agreement or its interpretation hereof. If no resolution of such controversy or disputed claim is reached between the Parties within ninety (90) days of the commencement of negotiations, then, such controversy or disputed claim may be finally and exclusively settled by the respective Czech courts.

13 -Remainder of the page is intentionally left blank-
14 -signatures on the following page(s)-

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

Charles University

Date:

Charles University Innovations Prague a.s.

Mgr. Otomar Sláma, MBA, MPA,
chairman of the board

TumorSHOT

Date:

TumorSHOT

Tomáš Pacák

Director

- XXX
XXX
XX

TumorSHOT

Date:

TumorSHOT

Tomáš Pacák

Director

SCHEDULE 2 – Contact details Licensor/ Reporting

Charles University

Full name	XXXXXXXXXXXX
Email	XXXXXXXXXXXX
Title	XXXXXXXXXXXX
Address	XXXXXXXXXXXX

Charles University represented by Charles University Innovations Prague a.s. (CUIP)

Full name	XXXXXXXXXXXX
Email	XXXXXXXXXXXX
Title	XXXXXXXXXXXX
Address	XXXXXXXXXXXX