

Material Transfer Agreement

This Agreement is made by and between:

a) Vaccine Formulation Institute CH Ltd., a not-for-profit company organised and existing under the laws of Switzerland, having its principal place of business at Rue du Champ-Blanchod 4, 1228 Plan-Les-Ouates, Switzerland, and its affiliates (**VFI**),

and

b) Palacký University Olomouc, Faculty of Medicine and Dentistry, Department of Immunology, ID number 61989592, Hněvotínská 976/3, 779 00 Olomouc, Czech Republic (**PUO**).

Individually referred to as Party or collectively as Parties.

This Agreement records the terms under which Parties will make available **adjuvants, antigens and assay technology** (the "Material") between a recipient ("the Recipient Party") and a donor ("the Donor Party"), as further described in the Statements of Work of Annex 1. The term "Material" includes all unmodified progeny generated from the material supplied and that part of all derivatives and the derivative's progeny which contains any of the material supplied or its progeny. The Recipient Party will hold the Material on the terms of this Agreement and solely for the purpose of non-clinical analysis of Material, as detailed in Annex 1. Annex 1 may be updated from time to time by common written agreement of the Parties to extend or expand studies. The Material shall remain the sole property of the Donor Party. Confidential Information shall remain the sole property of the Disclosing Party.

1. The Material may only be used by those under the recipient scientist's direct supervision in the Recipient Party's laboratories under suitable containment conditions, and in compliance with all applicable statutes and regulations and restricted to the experiments specified in Annex 1. **THE MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS OR FOR CLINICAL OR DIAGNOSTIC PURPOSES.**
2. The Recipient Party will not transfer the Material to any third party nor permit its use within the Recipient Party other than by the Recipient scientist's research group, without (in each case) prior written consent from the donor Party. Exceptionally, should VFI sub-contract any of the research to specialist contract research organisations (CRO), VFI may send Materials to VFI's CROs who are bound by at least the same degree of confidentiality to VFI as stipulated herein between VFI and PUO (Section 7 herein), the same discontinuation and destruction policy (Sections 12 and 13 herein) and have laboratories with suitable containment conditions, and in compliance with all applicable statutes and regulations (Section 1, herein). The Material may not be used by the Recipient Party in research which is subject to the provision of any rights to a commercial third party without prior written consent from the Donor Party. Except as required for the non-clinical experimentation with Material, as detailed in Annex 1 (and updated from time to time by written consent), Recipient Party shall not conduct, engage in, or in any other way, cause or perform, directly or indirectly, any

chemical or physical analysis or in any way, reverse engineer, disassemble, or decompile any samples, prototypes, software, or other tangible objects or replicate the composition or construction of any Material, any information provided hereunder, or otherwise attempt to derive source code or algorithms disclosed hereunder, without the express written authorization from the Donor Party. The Materials may not be chemically modified in any way unless such modification is expressly detailed within Annex 1. The Recipient Party may not combine any of the Materials from a Donor Party with other Materials provided by the same Donor Party, or with materials of broadly similar functionality. For the avoidance of doubt, VFI adjuvants and each VFI adjuvant formulation are intended to be used independent of any other adjuvants, either through combination in vitro or by simultaneous or subsequent administration to the same test subjects, cell lines, or other test protocols.

3. The Recipient Party understands that the Material is experimental in nature, and may have hazardous properties. There are no express or implied warranties regarding accuracy, merchantability, safety, efficiency, potency, identity, composition, purity, activity, or fitness for a particular purpose of the Material, or that the use of the Material will not infringe any patent or other proprietary rights of any third party. The Donor Party shall not be liable for any use made of the Material. However, VFI and PUO confirms that up until date of signature of this agreement, no hazardous properties have yet been identified in any studies performed using VFI Materials in concentrations typically employed for vaccine formulation.
4. Except to the extent prohibited by law, the Recipient Party assumes all liability for damages which may arise from its receipt, use, storage or disposal of the Material. The Donor Party will not be liable to the Recipient Party for any loss, claim or demand made by the Recipient Party, or made against the Recipient Party by any other party, due to or arising from the use of the Material by the Recipient Party, except to the extent the law otherwise requires, such as to the extent such damages are caused by the gross negligence or willful misconduct of Donor Institution. Each Party agrees not to hold action against the employees of any other Party. Recipient Party agrees to defend, indemnify and hold Donor Party and its directors, trustees, consultants, employees and agents harmless from any claims, liabilities, damages and losses that might arise as a result of Recipient Party's use and of carriage and storage of the Materials except to the extent of willful misconduct on the part of Donor Party. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any incidental or consequential damages or losses including (without limitation) loss of profits.
5. Recipient Party will not publish any data or information on Material without Donor Party's consent. For this purpose, the Parties shall send each other the manuscript in advance of publication in accordance with the following: ten (10) days for abstracts or presentations and thirty (30) days for publications. The manuscript shall be reviewed by all Parties with opportunity to suggest edits and amendments. All Parties shall be entitled to delete its Confidential Information from the manuscript prior to publication. Both Parties shall hold as Confidential Information and shall not publish or otherwise make available to any third party (including but not limited to other research groups, commercial entities, funding bodies, journal publishers, government institutions and regulatory bodies), any comparative data or any side-by-side display of data, of any VFI Material (or any experiments performed using VFI Material) with any other adjuvant technology, nor may any such comparative remarks be made in any such publication, report or seminar, unless by prior common written agreement of both Parties. All Parties acknowledge a responsibility during the drafting and review stage to support the scientific and in particular the vaccine community by, for example, not

making negative or disparaging remarks about vaccine technologies nor the broad area of vaccines in general, unless such a remark is borne out of rigorous and comprehensive testing to a statistically significant degree that would support any negative conclusions. Each Party shall have the right to delay publication by an additional 60 (sixty) days upon request to protect its intellectual property rights. The Party wishing to publish shall acknowledge relevant staff of the other Party as co-authors where appropriate in accordance with ICMJE guidelines, as well as being the source of any materials used in the Project in all publications containing any data or information that discloses or relates in any way to the Project, unless otherwise agreed. All publications shall acknowledge the funding made available for the Project by the Funder. The obligations under the present clause shall survive termination or expiration of this Agreement.

6. Both Parties agree to provide each other with regular updates and reports of all scientific results arising from any use of the Material within the context of this Agreement.

VFI may share SWE-related updates and reports with its industry partner responsible for preparing the SWE adjuvant, according to the same conditions as laid out herein for VFI confidential information.

7. Confidential Information shall remain the sole property of the Disclosing Party. The Disclosing Party shall not be liable for any use made of the Confidential Information. If the Receiving Party wishes to communicate or publish any data or Confidential Information which has been provided by the Disclosing Party, the Recipient Party will require prior written permission from the Disclosing Party, providing a copy of the text before publication takes place. For the purpose of this agreement "Confidential Information" means any information disclosed by or on behalf of one Party (hereinafter the "Disclosing Party") to another Party (hereinafter, the "Receiving Party") that is identified as confidential or is, from the context of the disclosure, understood to be confidential, and as such, Confidential Information may comprise: any and all technical, commercial or business information, including but not limited to, know-how, data, chemical or physical analyses, chemical compositions, formulations, calculation notes, tools, processes, designs, diagrams, sketches, plans, drawings, specifications, samples, reports, client reports, price lists, studies including but not limited to areas of science, strategy, supply, adjuvant development, funding, finance, legal opinions, legal agreements, intellectual property, inventions (whether patentable or not), business plans, applications for regulatory approval, laboratory equipment, collaborations, VFI personnel, consultants, advisors or contractors, pursuant to this Agreement, the Disclosing Party discloses to the Receiving Party directly or indirectly and in any form whatsoever, all information which the Receiving Party, or its directors, officers, employees, agents and advisors (collectively referred to as the "Representatives"), might or have receive(d) or discover(ed) or acquire(d) at the occasion of their visit(s) to the Disclosing Party's facilities or laboratories or through their discussions with the donor Party's Representatives, related or not to the Purpose.

However, information shall not be deemed as Confidential Information, for which the Receiving Party can provide evidence that:

- (a) it is or becomes published or otherwise publicly available through no breach of this Agreement by the Receiving Party or its Representatives, or
- (b) it is already known to the Receiving Party or its Representatives at the time of disclosure by the Disclosing Party, or

- (c) that the Receiving Party or its Representatives later lawfully learns from another source other than the Disclosing Party, or
- (d) it is independently developed by employees or agents of the Receiving Party or its Representatives without use of, reference to or reliance on Disclosing Party's Confidential Information.

Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is (1) specific and embraced by more general information in the public domain or Receiving Party's possession, or (2) a combination of exempted information from multiple sources. Nothing in this Agreement will prohibit the Receiving Party from developing or having developed products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Neither Party shall use, permit nor condone the use of any Confidential Information of the other Party for any purpose other than that contained in the Statement of Work for each Party described in Annex 1 for a period of seven (7) years starting from the expiry or termination of this Agreement. Each Party shall be liable under this Agreement for any breaches under this Agreement by its Affiliates which have received Confidential Information. For the purposes of this Agreement, the "Affiliate" of a Party means any company, partnership or other person directly or indirectly, controlling, controlled by, or under common control with such specified Party. For the purposes of this definition, the meaning of the terms "controlling", "controlled by" and "under common control with" as applied to any Party means the possession, directly or indirectly, of the power to cause the direction of the management and policies of such Party, whether through the ownership of voting interests or other securities, by contract or otherwise.

- 8. PUO shall retain ownership in its intellectual property rights with respect to its own Material or Confidential Information ("PUO Background Intellectual Property"). VFI shall retain ownership in its intellectual property rights with respect to its own Material or Confidential Information ("VFI Background Intellectual Property").

Any discovery, improvement, invention or other intellectual property rights conceived, developed or first reduced to practice in the carrying out of the Research by any Party including the employees, agents and students thereof during performance of the work of Annex 1, that solely relates to PUO's own Material, method of preparation or use shall be owned by PUO ("PUO Arising Intellectual Property").

Any discovery, improvement, invention or other intellectual property rights conceived, developed or first reduced to practice in the carrying out of the Research by any Party including the employees, agents and students thereof during performance of the work of Annex 1, that solely relates to VFI's own Material, or any improvement, development or derivative thereof, the method of preparation or use, shall be owned by VFI ("VFI Arising Intellectual Property").

All discoveries, improvements, inventions or other intellectual property rights conceived, developed or first reduced to practice in the carrying out of the Research by any Party including the employees, agents and students thereof during performance of the work of Annex 1 other than PUO Arising

Intellectual Property or VFI Arising Intellectual Property shall be co-owned by both of the Parties ("Joint Arising Intellectual Property"). Nothing in this Agreement shall be deemed to grant any express or implied license or other right to the other Party with respect to either Party's intellectual property rights. Neither Party shall file or use any intellectual property rights, including Joint Intellectual Property, that incorporates any of the other Parties' Background Intellectual Property, Arising Intellectual Property or any other Confidential Information received from the other Party, in whole or in part, without the prior written consent of the other Party.

9. Nothing in this Agreement grants the Recipient Party any rights over nor license to the Material (other than as specifically granted by this Agreement) or under any patents or other intellectual property, nor any right to use, or permit the use of, any products or processes containing, using, or directly derived from the Material for profit-making or commercial purposes ("**Commercial Use**"). In the case of Joint Arising Intellectual Property, Parties agree to negotiate in good faith a joint invention and commercialisation agreement taking in due consideration (i) the intellectual and material contribution of both Parties to enable and reduce to practice said invention, and (ii) if the invention incorporates any of the VFI adjuvants "LQ", "LMQ", and "SQ", the objectives and principles of the Global Access Commitment and the Humanitarian License of the Bill and Melinda Gates Foundation (hereinafter, "BMGF") included as Annex 2. If the Recipient Party wishes to make Commercial Use of the Material or a product directly derived from the Material it agrees to negotiate in good faith with the Donor Party or its representative for the grant of an appropriate licence or the conclusion of a revenue sharing agreement, if justified. The Donor Party will have no obligation to grant a licence. The Recipient Party shall not file any intellectual property rights that incorporates any of the Confidential Information disclosed by the Donor Party in whole or in part, without the prior written consent of the Donor Party.
10. Nothing included in this Agreement shall prevent the Donor Party from being able to distribute the Material owned by the Donor Party to other commercial or non-commercial entities.
11. This Agreement shall commence on the date of last signature below and will (subject to earlier termination pursuant to clause 12) continue for the duration of the Statement of Work detailed in Annex 1.
12. The Donor Party may terminate this Agreement if the Recipient Party is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient Party has failed to remedy the same within one month of service of a written notice from the Donor Party specifying the breach and requiring it to be remedied.
13. Upon completion of the Statement of Work or earlier termination under clause 12 the Recipient Party will discontinue all use of the Material and/or Confidential Information, and upon the Donor Party's direction, return or destroy the Material and/or Confidential Information, unless permission to retain the Material is specifically provided in writing by the Donor Party to the Recipient Party. Also upon completion of the Research Project or earlier termination under clause 12 the Receiving Party will discontinue all use of the Confidential Information, and upon the Donor Party's direction, return or destroy the Confidential Information excepting one archival copy which may be retained for documenting the circumstances of receipt, unless permission to retain the Confidential Information is specifically provided in writing by the Disclosing Party to the Receiving Party.

14. Upon written agreement, Recipient Party agrees to reimburse Donor Party for all fees associated with shipping to Recipient Party, as agreed in writing by both parties prior to shipment.
15. In case of disputes where this Agreement does not provide a decisive answer, the Parties will consult each other before taking legal action. In case Parties cannot agree on such dispute and a Party initiates proceedings (as such an "Initiating Party") against the other Party (as such a "Defending Party") it shall do so at a competent court in the country where the Defending Party has its registered offices. In such case the Agreement will be construed, governed, interpreted and enforced according to the laws where the Defending Party has its registered offices.
16. This Agreement may be executed in counterparts, which, when taken together, shall constitute one agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
17. This Agreement cancels and supersedes all previous proposals, representations, understandings, and negotiations, either written or oral, between the Parties hereto or their Representatives on the subject matter thereof, and constitutes the entire Agreement between the Parties with respect to the subject matters hereof.
18. This Agreement or any provision thereof may be amended or modified only with the mutual consent of both Parties hereto as set forth in a written instrument, signed by a duly authorised officer of each Party, and expressly stating the Parties' intent to amend this Agreement.
19. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such a waiver constitute a continuing waiver. If any provision or provisions of this Agreement are determined to be unenforceable, the remaining provisions shall stand to the fullest extent permitted by law. The failure of a Party at any time to require performance of any provision hereof shall in no manner affect the right of such Party at a later time to enforce such provision or any other provision of this Agreement.
20. If any wording in any provision of this Agreement shall be found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining wording of such provision, and the remaining provisions of this Agreement, shall continue in full force and effect.
21. Neither execution and delivery of this Agreement nor delivery of Confidential Information hereunder shall constitute a grant, by implication, estoppel or otherwise, of any right in or license under any present or future invention, trade secret, trademark, copyright, or patent, now or hereafter owned or controlled by either Party. This Agreement shall not be construed as a teaming, joint venture, or other similar arrangement. This Agreement is not intended, and will not be construed, to obligate either Party to enter into any further agreement with the other Party or to refrain from entering into an agreement or negotiation with any third party, subject to the compliance by the said Party to its obligation under this Agreement.

22. Neither Party will assign this Agreement without the prior written consent of the Parties hereto, provided, however, that either Party may assign its rights hereunder to its Affiliates or to the successor of all or substantially all of the business to which this Agreement pertains (whether by sale, merger, acquisition, operation of law or otherwise) without the consent of the other Party. All obligations under this Agreement of a Party and its Affiliates shall be transferred to any successor of all or substantially all of the business to which this Agreement pertains (whether by sale, merger, acquisition, operation of law or otherwise) of the that Party or Affiliate.
23. The obligations of the Parties described in sections 1-9, 13, 15, 17-23 shall survive the termination of this agreement for any reason.

-Signature page follows-

Accepted and Agreed on behalf of

Palacký University Olomouc

Name: Milan Kolar

Position: Dean Faculty of Medicine and Dentistry

Signature:

Date: - 6 -12- 2024

Accepted and Agreed on behalf of

VFI

Name:

Position:

Signature:

Date:

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Position:

Signature:

Date:

Name:

Position:

Signature:

Date:

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Annex 1:

PUO shall be the Donor Party for:

- VRA Virus Like Particles
- His-tagged proteins

VFI shall be the Donor Party for Materials selected from any of the following, as specified in Statements of Work:

- SWE adjuvant
- LQ adjuvant
- LMQ adjuvant
- LXQ adjuvant
- LXY adjuvant
- SQ adjuvant
- SXQ adjuvant
- SXY adjuvant
- Or other adjuvant combinations as agreed in writing

Where X and Y are undefined immunostimulants, M refers to a TLR4 agonist, and Q to QS21. SWE or S refers to oil-in-water emulsion (with or without cholesterol), and L refers to liposomes.

- Formulation buffers needed to prepare formulations with each adjuvant
- Formulation procedures
- Datasheet equivalent to Certificate of Analysis (COA)

Attach VFI Statement of Work

Annex 2:

Pertinent extracts from the Bill and Melinda Gates Foundation (herein, “The Foundation”), which only applies to parties that have received funding from The Foundation:

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. “*Funded Developments*” means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). “*Background Technology*” means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. “*Global Access*” means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the [Bill and Melinda Gates] Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform and display: Funded Developments and Essential Background Technology. “*Essential Background Technology*” means Background Technology that is (i) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (ii) either incorporated into a Funded Development or reasonably required to exercise the license to Funded Developments. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, you must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

DATA ACCESS

The Foundation believes the requirement that the knowledge and information gained from the Project be promptly and broadly disseminated extends to data and datasets generated through the Project. During the term of this Agreement, You will make cleaned datasets available to the Foundation upon request, at the time they are generated, and for internal Foundation use only. Following the End Date, You will make all datasets available to the Foundation, upon request and for internal Foundation use only. From the date that is six (6) months after the End Date, unless otherwise agreed with the Foundation, You will make all data generated under the Project available to the public in a manner and under conditions agreed to with the Foundation.