Master Services Agreement

This Master Services Agreement (the “Agreement”) is made on the date when signed by the latter of both Parties (the “Signature Date”), by and between Neion Bio, Inc., a Delaware corporation, with offices at 211 East 11th Street, #18, NY, NY 10003, United States of America (“Company”) and Ústav molekulární genetiky AV ČR, v. v. i., a public research institute, with its registered address at Vídeňská 1083, 142 20 Prague, Czech Republic (“Service Provider”). Companyand Service Providermay each be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Company may wish to retain the services of Service Providerfrom time to time to perform services in connection with certain activities Company is conducting (each, a “Project”) as more fully set forth in various project specific addenda to be attached to this Agreement and incorporated herein by reference (each, a “Project Addendum” and, collectively, the “Project Addenda”); and

WHEREAS, Service Providerwishes to provide such services to Company in accordance with the terms and conditions of this Agreement and attached Project Addenda.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, and other good and valuable consideration, the exchange, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# Project Addenda. In the event that Company and Service Providerreach agreement with respect to a particular Project, a Project Addendum for such Project in the form attached to this Agreement as Exhibit A shall be attached to this Agreement and, together with this Agreement (but separate and apart from any other Project Addendum), shall collectively constitute the entire agreement for the specific Project. No Project Addendum, or any modification thereto, shall become effective or be attached to or made a part of this Agreement unless it is first executed by both Parties in writing and specifically references this Agreement. To the extent any terms set forth in a Project Addendum conflict with the terms set forth in this Agreement, the terms of the Project Addendum shall prevail.

# Services.

## Diligence. Service Providerhereby agrees, and shall ensure that all Service ProviderPersonnel (as defined below) agree to: (a) complete diligently the services described in each Project Addendum (the “Services”), (b) fully and strictly comply with this Agreement, the applicable Project Addendum, Service Provider’s standard operating procedures, Applicable Laws, and industry standards with respect to the performance of the Services, including the transport, handling, research, processing, and disposal of the Materials (as defined below), (c) obtain all necessary authorizations, approvals and licenses for the performance of the Services, including the transport, handling, research, processing, and disposal of Materials, in compliance with Applicable Laws and (d) complete its obligations under each Project in the timeframe specified in the Project Addendum. As used in this Agreement, “Applicable Laws” means all laws, ordinances, rules and regulations of any governmental or regulatory authority that apply to the Services and the activities contemplated under this Agreement, including without limitation (i) all applicable laws and rules and regulations mandatory in the Czech Republic); and (ii) applicable industry standards in the industry when performing studies used to support regulatory filings.

## Project Personnel. Service Provider shall only allow the employees and personnel of Service Providerunder its direct control and supervision (collectively “Service ProviderPersonnel”), to perform the Services and to have access to the Deliverables, Information, Materials, Inventions and Company Technology (each, as defined below).

## Subcontractors. Service Providershall not assign, delegate, or subcontract any of the Services without the prior written approval of Company. Any such approval shall not relieve Service Providerof its obligations under this Agreement, and Service Provider shall be and remain responsible for the performance of all of its subcontractors under this Agreement.

## Records; Reports; Further Assurances; Inspections.

### Records. In connection with the Services performed hereunder, including any use or disposal of Materials, for each Project, Service Providershall ensure that the Service ProviderPersonnel who perform such Services shall maintain accurate and complete laboratory notebooks, scientific records and data directly relating to such Project (“Records”) for the longer of two (2) years after the completion of the applicable Project Addendum or the period required under Applicable Law. Such Records shall properly reflect all work done and results achieved in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes. Nothing in this Section 2.4 is intended to limit or otherwise affect any specific record-keeping obligation that the Service ProviderPersonnel may have under a Project Addendum, if specifically provided for in such Project Addendum. Copies of all Records shall be delivered to Company upon (i) Company’s written request or (ii) expiration or termination of this Agreement as provided for in Section 5.7.

### Reports. Service Providershall ensure that the Service ProviderPersonnel working on a Project, reduce to writing (unless to some extent other form of reporting is agreed in the Project Addendum, e.g. via phone) and promptly provide Company with regular reports regarding all aspects of the Deliverables, Inventions, and any other data, methods, results, conclusions, information and other deliverables made, conceived, reduced to practice or otherwise generated in connection with the performance of the Services (each, a “Report”). Service Providershall deliver to Company Reports on a monthly basis, or as may be specified in any Project Addendum in accordance with the schedule set forth in such Project Addendum. Service Provider shall deliver a final written Report to Company promptly after completion of each Project Addendum summarizing the results of the Services under such Project Addendum.

### Further Assurances. Service Providershall provide to Company any additional information or documentation reasonably requested by Company in order to assist Company in determining whether any materials (including Materials), Deliverables or Services comply fully with the respective Project Addendum or with the terms and conditions of this Agreement.

### Facilities. During the term of a Project Addendum, Service Provider agrees that Company shall have the right, during Service Provider’s regular business hours and upon prior agreement with the Service Provider about the specific date and time of visit, to inspect Service Provider’s facilities (the parts of facilities which will be used in order to fulfil this Agreement) and to audit, inspect and copy any Records relating to the Services or this Agreement to ensure compliance with this Agreement.

## Debarment. Service Provider represents and warrants that neither it nor any Service Provider Personnel has been debarred under Article 306 of the FDCA, 21 U.S.C. §335a(a) or (b) and neither appears on the United States Food and Drug debarment list. Service Provider represents and warrants that neither it nor any Service Provider Personnel has committed any crime or conduct that could result in such debarment or exclusion from any governmental healthcare program. Service Provider represents and warrants that, to its knowledge, no investigations, claims or proceedings with respect to any such crimes or conduct are pending or threatened against it or any Service Provider Personnel. Service Provider agrees and undertakes to promptly notify Company if it or any Service Provider Personnel becomes debarred or proceedings have been initiated against either of them with respect to debarment, whether such debarment or initiation of proceedings occurs during or after the term of this Agreement (for maximally 3 years after the term of this Agreement).

## Laboratory Visits. Company may visit the Service Provider’s facilities during normal business hours upon prior agreement with the Service Provider about the specific date and time of visit to observe the progress of the Services.

# Corrections. In the event Service Providerdoes not perform the Services in accordance with this Agreement or the applicable Project Addendum, or otherwise does not provide a deliverable required under a Project Addendum (a “Deliverable”) to Company’s satisfaction, Service Provideragrees to promptly perform such Services and/or provide such Deliverable again, as applicable, making the necessary corrections. The foregoing sentence shall apply each time Service Providerdoes not perform the Services in accordance with this Agreement or the applicable Project Addendum, or otherwise does not provide a Deliverable to Company’s satisfaction; provided, however, that upon the third or any subsequent occurrence of non-performance by Service Providerof certain Services, or a delay in Service Provider’s re-performance of any Services under this Article 3, Company may terminate the applicable Project, the applicable portion of the Project and/or this Agreement in its entirety, including the applicable fees, upon providing ten (10) days’ notice to Service Provider unless Service Provider’s performance of such Services is accepted by Company during such notice period. It is understood that no additional payments or fees shall be due to Service Providerfor its re-performance of Services pursuant to this Article 3.

# Compensation and Payment.

## In consideration for Services rendered in accordance with this Agreement, Company shall pay Service Providerin accordance with the payment schedule included in the applicable Project Addendum (the “Payment Schedule”).

## Service Providershall invoice Company for Services completed under each Project Addendum in accordance with the Payment Schedule for such Project Addendum, with each invoice containing, at minimum, an itemized list of the individual Services completed and a calculation of the price for such Services in accordance with Section 4.1. Company shall pay each undisputed invoice no later than thirty (30) days following its receipt thereof.

## Payments to Service Providershall be made to:

Bank account: 107-9743060267/0100

SWIFT CODE: KOMBCZPPXXX

IBAN: CZ1301000001079743060267

Czech taxes (and any penalties and interest thereon) imposed on any payment made by Company to Service Providershall be the responsibility of Service Provider. Company is however responsible for paying any taxes (and any penalties and interest thereon) in accordance with the laws applicable in the USA.

## Service Provider shall maintain complete and accurate books and accounting records related to their participation in the Project(s) in accordance with generally accepted accounting principles in the Czech Republic.

# Term and Termination.

## Unless earlier terminated in accordance with Sections 5.2 or 5.3 below, this Agreement shall be in effect from the Effective Date hereof until the later to occur of (a) two years or (b) completion of the Services under each previously executed Project Addendum. The Parties may mutually agree in writing to extend the term of this Agreement. For the avoidance of doubt the Parties agree that no Project Addendum shall be signed once the two-year period expires, unless an amendment to this Agreement is agreed upon in writing to extend the term of this Agreement.

## This Agreement or any Project or Project Addendum may be terminated by Company, without cause, upon thirty (30) days’ notice to Service Provider.

## This Agreement and / or any Project Addendum may be terminated by either Party for material breach by the other Party, provided that the terminating Party has given the breaching Party written notice of the breach and, except as set forth in Article 3, at least thirty (30) days to cure the breach prior to the effective date of termination.

## Upon the effective date of termination, Service Provider shall provide an accounting of costs and expenses which have not been invoiced by the Service Provider yet, related to the Agreement, Project, or Project Addendum, as appropriate, conducted by Service Providerand subject to verification by Company. Within thirty (30) days after receipt of an invoice, including an adequate documentation therefor, Company shall make a payment to Service Providerfor Services completed in accordance with this Agreement (and not previously invoiced in accordance with the Project Addendum) prior to such termination, including: (a) actual reasonable, documented costs, to the extent approved by Company in a Project Addendum or in a prior written authorization, incurred by Service Providerin performing Services until the effective date of termination and for which Service Providerhas not yet been paid by Company; and (b) reasonable non-cancelable obligations properly incurred for the Project, to the extent approved by Company in a Project Addendum or in a prior written authorization, by Service Providerprior to the effective date of termination to extent such obligations cannot reasonably be mitigated. Except as provided in this Section 5.4, Company shall have no obligation of payment to Service Providerfor Services performed after the date of termination or in breach of this Agreement. In no event shall Company have any obligation with respect to fees or expenses otherwise not approved by Company in a Project Addendum or in a prior written authorization. All amounts already billed / invoiced are non-cancelable and non-refundable, unless the termination of a Project Addendum is due to material breach on the part of the Service Provider and no other milestone except from the first one (the kick-off of the Project) has been reached. In such a case the Service Provider shall provide an accounting of actual costs and expenses incurred until the date of termination and return to the Company the difference between the actual costs and expenses and the amount received from the Company for the first milestone (i.e. the kick-off).

## Within thirty (30) days of any termination hereunder, any funds paid to Service Providerin excess of the amount due under Section 5.4 shall be returned to Company.

## If this Agreement is terminated prior to completion of a Project for any reason whatsoever, in addition to those obligations set forth in Section 5.7, Service Providershall furnish Company any partial or completed work product created pursuant to this Agreement, including, without limitation, any partial or completed Deliverable. If Company plans to continue the Project, Service Providershall assist in smoothly transferring the conduct of the Project to Company or its designee (unless the Agreement or a Project Addendum was terminated by the Service Provider due to material breach of the Agreement / Project Addendum by the Company). Such transfer shall be at Company’s expense except in the event of termination by Company pursuant to Section 5.3, in which case it shall be at Service Provider’s expense. For the avoidance of doubt the Parties stipulate that any such transfer of work product created pursuant to this Agreement does not include transfer of any background knowledge of the Service Provider, unless the Parties have specifically agreed on a license on specific background knowledge of the Service Provider, in the Project Addendum.

## Upon request, expiration, or termination of this Agreement, Service Providerwill promptly deliver and/or return to Company all materials containing Information, all Materials (each, as defined below), as well as data, records, information, reports and other property, furnished by Company to Service Provideror generated by Service Providerin connection with the performance of Services rendered hereunder, together with all copies of any of the foregoing, including, without limitation, any Records, Deliverable (as defined below) and Invention (as defined below). Notwithstanding the foregoing, Service Provider may retain one copy of all materials to comply with legal requirements, the need for record-keeping, and the protection of the legitimate interests of the Service Provider. Notwithstanding such return, Service Providershall continue to be bound by the terms of the confidentiality provisions contained in Article 7 for a period of seven (7) years after the expiration or termination of this Agreement, except with respect to Information of the Company that constitutes a trade secret under Applicable Law, in which case, such obligations of Service Provider shall continue until such Information becomes publically known or made generally available through no action or inaction of the Service Provider. In the same manner, the Company shall remain bound by the confidentiality terms regarding the Service Provider’s confidential information, for the specified duration and conditions.

## The obligations of the Parties contained in Sections 2.3, 2.4, 2.5, 4.4, 5.4-5.8, 6.2, 6.4, 6.5, 6.6 and 6.7 and Articles 7, 8, 9, 10 and 11 hereof shall survive expiration or termination of any Project and/or this Agreement.

# Materials.

## In connection with the Project(s) to be conducted under this Agreement, Company or its designee may transfer to Service Providerreasonable quantities of certain materials to be used by Service Provider in accordance with protocol(s) identified or set forth in a Project Addendum (such materials, together with any derivatives, progeny, improvements, modifications or enhancements developed therefrom, and any combination of the foregoing with other substances, referred to as “Materials”).

## Company shall retain all right, title and interest in and to the Materials. Nothing herein shall be construed (i) to prevent Company at any time from using or disclosing the Materials, (ii) as a grant by Company to Service Providerof any license or other ownership interest in or to the Materials, or (iii) to obligate Company to enter into any further agreement with Service Providerrelating to the Materials.

## The Materials shall be used only for the conduct of the Services under the Project Addendum pursuant to which they were provided, and not for any other study or purpose without the prior written consent of Company. Service Provideragrees to retain control over the Materials and not to transfer Materials to any other person or entity other than those working on the Services under the applicable Project Addendum under the direct supervision of Service Provideror to any other location other than the laboratories of Service Provider, without the prior written consent of Company.

## Service Provider may not undertake efforts (including but not limited to NMR, UV, IR, x-ray crystallography and mass spectroscopy and similar analyses) to ascertain the structure of any Materials provided hereunder without the prior written permission of Company. Service Providershall not reverse engineer, derivativize, disassemble or decompile any Materials or any other composition, software or other items which are provided to Service Providerin connection with the Materials.

## Service Provideracknowledges that the Materials are experimental in nature and may have unknown characteristics and therefore agrees to use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of Materials. Service Provideracknowledges that all studies conducted utilizing the Materials will be conducted under suitable containment conditions and in accordance with Applicable Law.

## At Company’s request, any and all unused Materials will promptly be returned to Company, disposed or destroyed at Company’s election. Service Provider shall dispose of any Materials in accordance with Applicable Law.

## THE MATERIALS BEING SUPPLIED UNDER THIS AGREEMENT ARE BEING SUPPLIED “AS IS”, WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

# Confidentiality.

## Definition. “Information” shall mean any information: (a) disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), either directly or indirectly in writing, orally or by inspection of tangible objects, whether or not designated as “confidential” at the time of disclosure, including without limitation the Materials. Notwithstanding anything herein to the contrary, Company’s Information includes information and Materials generated by Service Provider in the performance of the Service, including the Reports, Deliverables and the Inventions. Information of the Disclosing Party shall not, however, include any information that the Receiving Party can establish: (i) was publicly known by such Receiving Party prior to Disclosing Party’s disclosure; (ii) becomes made generally available through no action or inaction of the Receiving Party; (iii) is obtained by Receiving Party from a third party without a duty of confidentiality; (iv) is in the rightful possession of Receiving Party without confidentiality obligations at the time of disclosure by or on behalf of Disclosing Party to Receiving Party as shown by Receiving Party’s then-contemporaneous written files and records kept in the ordinary course of business; or (v) is independently and demonstrably developed by Receiving Party without the use of Information from Disclosing Party, even if such development occurs after the disclosure of Information by Disclosing Party to Receiving Party. Notwithstanding anything to the contrary under this Agreement, all Inventions, Deliverables and information that relate to Company’s intellectual property, products, or business strategy shall be deemed Information. Except as expressly provided for hereunder, each Party retains all right, title and interest in and to its Information.

## Non-Use and Non-Disclosure. Receiving Party shall not use any Information for any purpose except as reasonably necessary to fulfill its obligations or exercise its rights under this Agreement. Receiving Party shall neither disclose any Information nor permit any Information to be disclosed, either directly or indirectly, to any third party without Disclosing Party’s prior written consent. Service Provider shall not disclose Information of Company or permit the disclosure of Company’s Information to its employees, except that Service Provider may disclose Information to those Service Provider Personnel who are required to have the information in order for Service Provider to fulfill its obligations, to exercise its rights under this Agreement or fulfil some legal obligation of the Service Provider, provided that such Service Provider Personnel have signed nonuse and nondisclosure agreements in content at least as protective as the provisions hereof (or are bound to such obligations legally even without a signed nonuse and nondisclosure agreement), prior to any disclosure of Information to such personnel. If Receiving Party becomes legally compelled to disclose any Information of the other Party, other than pursuant to a confidentiality agreement, Receiving Party will provide Disclosing Party prompt written notice of such disclosure and will assist Disclosing Party in seeking a protective order or another appropriate remedy, unless Disclosing Party is prohibited to inform Receiving Party by a law or a decision of an public authority. If Disclosing Party waives Receiving Party’s compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Receiving Party will furnish only that portion of the other Party’s Information that is legally required to be disclosed, provided that any Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

## Maintenance of Confidentiality. Receiving Party will use its best efforts to protect the secrecy of and avoid disclosure and unauthorized use of the other Party’s Information. Without limiting the foregoing, Receiving Party shall take at least those measures they employ to protect their own most highly confidential information. Receiving Party shall not make any copies of the Information unless the same are previously approved in writing by Disclosing Party or unless such copies are necessary or reasonably useful in order to fulfil its obligations or exercise its rights under this Agreement and/or under the Applicable Laws. Receiving Party shall reproduce Disclosing Party’s proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original. Receiving Party shall immediately notify Disclosing Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Information of Receiving Party.

## Return of Information. All documents and other tangible objects containing or representing Information and all copies of them will be and remain the property of Disclosing Party. Upon expiration or termination of this Agreement or Disclosing Party’s earlier request, Receiving Party will (a) promptly deliver to Disclosing Party all Information of Disclosing Party, and (b) promptly destroy analyses, studies, and other documents prepared based on the Disclosing Party’s Information, in each case subject to Service Provider’s record-keeping obligations under Section 2.4(a). Notwithstanding the foregoing, Receiving Party may retain one copy of all documents to comply with legal requirements.

## Confidential Terms. Except as otherwise required by Applicable Law, each of the Parties hereto agrees not to disclose to any third party the terms of this Agreement without the prior written consent of the other Party hereto; provided that Company shall be free to disclose such terms to existing and potential advisors, investors, lenders, partners, acquirers, licensees, collaborators and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by Applicable Law (e.g.. in order to fulfil the obligation to publish the Agreement in the register of contracts in accordance with the Act No. 340/2015 Coll., on the register of contracts, as amended).

# Intellectual Property.

## Ownership.

### Service Provider hereby irrevocably assigns to Company all right, title and interest in and to any new information (including, without limitation, business plans and/or business information), technology, know-how, materials, notes, records, designs, ideas, inventions, improvements, devices, developments, discoveries, compositions, trade secrets, processes, methods and/or techniques, whether or not patentable or copyrightable, that are created, conceived, reduced to practice, made or otherwise generated by Service Provider alone or jointly with others in the course of performing the Services or through the use of Materials or Information and all intellectual property rights in and to any of the foregoing (collectively, “Inventions”). This assignment does not include any pre-existing information, technology, know-how, materials, notes, records, designs, ideas, or intellectual property rights that Service Provider possessed prior to the commencement of the services under this Agreement (collectively “Service Provider Technology”), i.e. all rights and title in such Service Provider Technology shall remain the exclusive property of the Service Provider. The Service Provider Technology includes, but is not limited to, the SPO11 associated intellectual property and Orthotopic PGC application associated intellectual property.

### Service Provider agrees that if, in the course of performing the Services, Service Provider incorporates into any Inventions or utilizes in the performance of the Services any pre-existing invention, discovery, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or any other Service Provider Technology owned by Service Provider or in which Service Provider has an interest (“Prior Inventions”), Service Provider hereby grants Company a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses through multiple tiers) under such Prior Inventions to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit the Materials, Inventions and Deliverables. This is except for the experimental Spo11 Service Provider Technology which might be used in the course of performing the Services. License to this Technology is limited to production of the outbred line expressing the relevant recombinant protein selected by Company according to the Project Addendum No. 1. Service Provider will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Inventions without Company’s prior written permission.

The Company hereby grants to the Service Provider a nonexclusive, royalty-free, perpetual, irrevocable, non-transferable, worldwide license, without the right to sublicense to use the Inventions for academic research (i.e. not for commercial activities).

### The Service Provider shall be allowed to publish about the Inventions, subject to the remainder of this Section 8.1(c). The Parties may agree on joint publication or the Service Provider might write a publication on its own, if the Company informs the Service Provider they will not participate in writing of the publication. Prior to any publication, the Service Provider shall submit the proposed publication to the Company for review. The Company shall have four (4) weeks from the date of receipt to review the proposed publication and provide written consent or objections. Consent shall not be unreasonably withheld. If the Company identifies that an Invention described in such publication is capable of protection by patent or other industrial property laws, Company shall notify the Service Provider within the four (4) week review period. In which case, the Company shall file the necessary applications for intellectual property protection within three (3) months from the date of notification. During this three (3) month period, the Service Provider shall not publish about the Inventions without the written consent of the Company. After the expiration of the three (3) month period, regardless of whether any intellectual property protection has been secured, the Service Provider may proceed with the publication. Further, if the Company determines it does not want to file patent applications for intellectual property protection of an Invention described in a proposed publication and Company provided evidence to Service Provider that disclosure of such Invention is capable of causing irreparable damage (including loss of profit) to the Company, then upon Company’s request, Service Provider shall delete information about such Invention from the publication.

### Service Provider will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Inventions without Company’s prior written permission.

### All information (including, without limitation, business plans and/or business information), technology, know-how, notes, records, designs, ideas, inventions, improvements, devices, developments, discoveries, compositions, trade secrets, processes, methods and/or techniques, whether or not patentable or copyrightable, which are provided to Service Providerby and/or on behalf of Company and which were owned or controlled by Company prior to being provided to Service Provider and all intellectual property rights in and to any of the foregoing (collectively, “Company Technology”) shall remain the exclusive property of Company.

## Further Assurances.

### In interpreting such ownership provisions, anything made or conceived or reduced to practice by any Service Provider Personnelin the course of performance under this Agreement will be deemed so made or conceived or reduced to practice by Service Provider; and Service Providerrepresents and warrants that it has and will have appropriate agreements with all such employees or consultants (including Service ProviderPersonnel) necessary to fully effect the provisions of this Article 8.

### At Company’s reasonable request and expense, Service Provideragrees to assist Company in every proper way (including, without limitation, becoming a nominal party) to, evidence, record and perfect the assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend Company’s proprietary rights in the Inventions, including, without limitation, by executing any documents necessary to file patent applications and to prosecute patents with respect to such proprietary rights in Company’s name and giving such consents as may be reasonably necessary or convenient in order to effect the foregoing transfer and assignment of Inventions to Company.

### Except as otherwise expressly provided herein, nothing in this Agreement is intended to grant to either Party any rights under any intellectual property right of the other Party.

# Representations and Warranties. Service Providerrepresents and warrants to Company that: (a) Service Providerhas not assigned, transferred, licensed, pledged or otherwise encumbered any intellectual property rights with respect thereto in a manner inconsistent with the terms of this Agreement and has not agreed to do so; (b) Service Providerhas full power and authority to enter into and perform this Agreement; (c) neither Service Provider’s entering nor performing this Agreement will violate any right of or breach any obligation to any third party under any agreement or arrangement between Service Providerand such third party; (d) no licenses, permissions or releases of third party rights are necessary for Service Provider’s development of, or Company’s production or distribution of, any work product, including but not limited to any Deliverable, generated under the Project Addenda or other currently anticipated exercise of its rights hereunder in accordance with the terms of this Agreement; (e)  the work under this Agreement will be performed in a professional and workman-like manner; (f) performance of the Services hereunder will not result in any third party acquiring any rights, title or interest in or to any Inventions or Deliverable generated by Service Providerpursuant to this Agreement; (g) the Service and/or Deliverable does not, to the best of Service Provider’s knowledge, infringe the intellectual property rights of any third party; (h) Service Provider has all the necessary licenses, authorizations and approvals to perform the Services; and (i) Service Provider shall not use the Materials in violation of Applicable Laws or for any purpose other than to conduct the Services under the Project Addendum pursuant to which they were provided, and not for any other study or purpose without the prior written consent of Company.

# Indemnification.

## Service Provideragrees to indemnify, defend and hold harmless Company, and its affiliates and their respective directors, officers, employees, agents or representatives (collectively, “Company Indemnitees”) against any liability, demand, damage, cost or expense (including reasonable attorney’s fees) arising from any third-party claim, action or proceeding to arising from: (a) the performance of the Services by Service Providerhereunder, (b) injuries to persons or damages which occur on Service Provider’s premises or premises under the control of Service Provider, (c) breach by Service Providerof this Agreement or (d) the negligence or intentional misconduct of Service Provideror any of its employees, agents or representatives in connection with this Agreement, except in each case, to the extent caused by the negligence or intentional misconduct of Company.

## Except for claims which Service Provider is obligated to indemnify, defend and hold harmless under Section 10.1 above, Company agrees to indemnify, defend and hold harmless Service Provider, and its directors, officers, employees, agents or representatives (collectively, “Service Provider Indemnitees”) against any liability, demand, damage, cost or expense (including reasonable attorney’s fees) arising from any third-party claim, action or proceeding to the arising from: (a) Company’s material breach of this Agreement, or (b) the negligence or intentional misconduct of Company or any of its directors, officers, employees, agents or representatives, except in each case, to the extent caused by the negligence or intentional misconduct of Service Provider in connection with this Agreement.

## Procedures. A Party (the “Indemnitee”) that intends to claim indemnification under this Article 10 shall promptly notify the other Party (the “Indemnitor”) in writing of any claim, complaint, suit, proceeding or cause of action in respect of which the Indemnitee intends to claim such indemnification (for purposes of this Article 10, each a “Claim”), and the Indemnitor shall have the right to control of the defense and/or settlement thereof; provided that the Indemnitee shall have the right to participate, at its own expense, with counsel of its own choosing in the defense and/or settlement of such Claim. The Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement or agree to any disposition that imposes any conditions or obligations on the Indemnitee other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of the Indemnitor. The failure to deliver written notice to the Indemnitor within a reasonable period of time after the commencement of any such Claim shall relieve such Indemnitor of any liability to the Indemnitee under this Article 10, solely to the extent such failure is prejudicial to the Indemnitor’s ability to defend such action. The Indemnitee under this Article 10, and its employees, at the Indemnitor’s request and expense, shall provide full information and reasonable assistance to Indemnitor and its legal representatives with respect to such Claims covered by this indemnification. It is understood that only Service Provider may claim indemnity under this Article 10 (on its own behalf or on behalf of a Service Provider Indemnitee), and other Service Provider Indemnitees may not directly claim indemnity hereunder. Likewise, it is understood that only Company may claim indemnity under this Article 10 (on its own behalf or on behalf of a Company Indemnitee), and other Company Indemnitees may not directly claim indemnity hereunder.

## Insurance. Service Provider agrees, during the term of this Agreement and any Project Addendum, to carry insurance in customary and appropriate coverage amounts, which shall be at least sufficient to cover its indemnification obligations hereunder, and shall, at Company’s request during the term of this Agreement.

# Miscellaneous.

## Independent Contractor Relationship. The Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturer. Both Parties agree that neither shall have power or right to bind or obligate the other, nor shall either hold itself out as having such authority.

## Use of Name. Nothing contained in this Agreement confers any right to Service Providerto use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other proprietary designation of Company (including contraction, abbreviation, or simulation of any of the foregoing) without Company’s express written consent unless such use is reasonably necessary to comply with applicable governmental regulations and legal requirements. These obligations shall apply equally to the Company with respect to the Service Provider's Name."

## Force Majeure. In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, restrictive government or judicial orders, or decrees riots, insurrection, war, Acts of God, inclement weather or other similar reason or cause beyond such Party’s control, then performance of such act shall be excused for the period of such delay. Notice of the start and stop of any such force majeure shall be provided to the other Party. In the event that a Party’s performance is delayed due to force majeure for a period of more than ninety (90) days, the other Party may terminate this Agreement upon written notice to the affected Party.

## Notices. Any notice required or permitted to be given hereunder by either Party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or fifteen (15) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following address:

If to Service Provider:

Ústav molekulární genetiky AV ČR, v. v. i.  
 Vídeňská 1083, 142 20 Prague, Czech Republic  
 Attention: director

If to Company:  
 Neion Bio, Inc.

211 East 11th Street

#18

NY, NY 10003

Attention: CEO

## Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the Czech Republic, without regard to the conflict of laws provisions thereof.

## Disputes. Any disputes shall be solved by a competent court, Prague, Czech Republic. Nothing in this Section shall preclude either Party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning a dispute prior to or during a court proceedings pursuant to this Section necessary to protect the interests of such Party.

## Severability. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided the surviving agreement materially comports with the Parties’ original intent.

## Waiver. Waiver or forbearance by either Party or the failure by either Party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or Applicable Law, shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

## Changes and Modification. No changes or modifications of this Agreement or any Project Addendum shall be deemed effective unless in writing and executed by the Parties hereto.

## Assignment. This Agreement may not be assigned by either Partywithout the prior written consent of the other Party; provided that Company may assign this Agreement without consent (a) to an Affiliate or (b) in connection with a merger, consolidation or reorganization of its business or (c) in connection with a change of control of Company.

## Schedule. Time shall be of the essence in this Agreement.

## Entire Agreement. This Agreement represents the complete and entire understanding between the Parties regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, regarding this subject matter.

## Counterparts. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement is executed either in two (2) wet-ink copies in the English language, of which each Party shall receive one (1) copy or in an electronic version signed by advanced or qualified electronic signatures (in accordance with the EU eIDAS regulation) of both Parties.

11.14 Effective Date. This Agreement (and any of its amendments or any individual Project Addenda) becomes valid on the Signature Date and comes into effect on its day of publication in the register of contracts in accordance with the Act No. 340/2015 Coll., on the register of contracts, as amended. The publication shall be arranged for by the Service Provider without undue delay and the Service Provider shall notify the Company once the Agreement is published.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**Neion Bio, Inc. Ústav molekulární genetiky AV ČR, v. v. i.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name: RNDr. Petr Dráber, DrSc.

Title: Title: Director

EXHIBIT A

**MASTER SERVICES AGREEMENT**

PROJECT ADDENDUM NO. 1:

DESCRIPTION OF SERVICES; PAYMENT SCHEDULE

This Project Addendum No. 1 (the “Project Addendum No. \_”) is intended to supplement and be read together with that certain agreement titled the Master Services Agreement, dated as of \_\_\_\_\_\_, 20\_\_, by and between Neion Bio, Inc., a Delaware corporation, with offices at 211 East 11th Street, #18, NY, NY 10003, USA (“Company”) and Ústav molekulární genetiky AV ČR, v. v. i., a public research institute, with registered address at Vídeňská 1083, 142 20, Prague, Czech Republic (the “Agreement”). This Project Addendum No. 1 is incorporated herein to the Agreement by this reference.

All capitalized terms not defined in this Project Addendum No. 1 shall have the meanings given to them in the Agreement.

This Project Addendum (and any of its amendments) becomes valid on its signature date and comes into effect on the day of its publication in the register of contracts in accordance with the Act No. 340/2015 Coll., on the register of contracts, as amended. The publication shall be arranged for by the Service Provider without undue delay and the Service Provider shall notify the Company once the Project Addendum is published.

Project Description:

Company is engaging Service Provider to produce, initially, one transgenic chicken line to each produce a recombinant protein, to be identified by Company with feedback from Service Provider. This work will entail designing constructs (with assistance from Company), engineering constructs into chickens, breeding engineered chickens, identifying and isolating fully transgenic chickens, rearing to sexual maturity, gathering, purifying, and analyzing eggs from the transgenic chickens. It may entail a PGC approach, or an alternative approach that Service Provider prefers. This could include expression in either the egg white or egg yolk, depending on the selected protein. During this time, members of Company and its representatives may visit Service Provider to observe and learn from the process. It is the hope of both parties that this project will lay the groundwork for further collaboration and future projects.

**Objectives:**

1. Successfully produce one transgenic chicken either inbred or outbred line which expresses the relevant recombinant proteins in its eggs, where said protein is selected by Company, with assistance and guidance from Service Provider. Knock-in design to be designed by Company, with assistance from Service Provider.
2. Purify and analyze proteins from the eggs, demonstrating adherence to a to-be-selected standard.
3. Generate learnings from the process, and what did and didn’t work well
4. Foster exchange of knowledge between the two contractual Parties.

The Services to be performed under this Project Addendum No. 1 shall be initiated promptly after Service Providerreceives any materials to be provided by Company, or by a third party on Company’s behalf, and such Services are authorized by Company.

Time Schedule: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deliverable(s): Service Providerwill provide the following deliverable(s):

1. 60 Fertilized Eggs from the Transgenic Line (sex to be discussed via biweekly conference call)
2. 3 vials of frozen PGCs from transgenic line, harvested from embryos laid by G1 transgenic chickens
3. An optional deliverable of 3 vials frozen sperm samples from transgenic G1 roosters – for the Company consideration to be discussed via biweekly conference call as it is not of current technological standard to be able to rederive animals from the material.
4. 2 Liters of Frozen Egg whites from G2
5. 1 gram of protein, minimum 95% purity, purified and analyzed
6. A flock of 20 chickens Sex Ratio to be discussed via biweekly conference call, preliminarily planned 3(m):1(f), with the option to negotiate maintenance in Czechia for future years.jiri
7. A detailed scientific write-up of peer-review quality of the entire process, including failures, and details of procedures, methods, and data package.
8. A biweekly (once every two weeks) project update call, which can be a more casual, short form of communication while waiting for sexual maturity. Both parties will open a line of communication, such as Slack. Written report shall be only provided at the end of the Project.
9. A visit of the relevant Service Provider’s facilities (to spend time at the lab and facilities observing procedures, etc.) will be permitted in accordance with the Agreement’s clauses.

Deliverables 1. – 5., as specified above, shall be delivered by the Service Provider, on demand (request sent via e-mail from Company to the Service Provider) to an address in USA, as specified by the Company via an e-mail communication. The Service Provider shall handle all export (not import) formalities. If delivery to the USA will not be possible due to legal reasons, the Service Provider shall deliver the items to an address within the EU, as specified by the Company, to one of its designees.

Payment Schedule: The estimated total cost to complete this Project Addendum No. 1 is three-hundred twenty-five thousand dollars ($325,000.00). Payments shall be made by Company to Service Providerin accordance with the following schedule (after each of the milestones hereunder an invoice shall be issued by the Service Provider, with a due date of 30 days from its date of issuance):

* $75,000 at kick-off meeting
* $25K at Injection of PGC (or successful surgery), upon receipt of report on sequence analysis of engineered PGCs
* $25K at birth of G1, upon receipt of PCR analysis of hatched chick
* $100K after confirmation of >1mg/egg by 3rd party (the third party to be agreed mutually by the Service Provider and the Company, at the cost of the Company) and delivery of eggs and product sample and other final deliverables
* Additional $20K for every additional 10mg per egg, up to $100K total for >50mg per egg

This Project Addendum No. 1 will remain in effect until January 1, 2027, unless earlier terminated as provided in the Agreement.

Service Providerand Company concur with the above and Company authorizes Service Provider, and Service Provideragrees, to begin this Project Addendum No. 1, each by signing in the space provided below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Project Addendum No. 1 as of later of the dates set forth below.

**Neion Bio, Inc. Ústav molekulární genetiky AV ČR, v. v. i.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Name: Name:

Title: Title:

Dated: Dated: