

MATERIAL TRANSFER AGREEMENT ADVANCED BIODESIGN

Advanced BioDesign S.A.S. (the "Provider"), a French company with an address 655 Allée du Parc, Bâtiment-D, 69800 Saint Priest, France, represented by [REDACTED] agrees to provide **Palacký University Olomouc** ("Recipient Institution"), a public university having an office at Křížkovského 511/8, 779 00 Olomouc, Czech Republic, ID: 619 89 592 represented by doc. JUDr. Michael Kohajda, Ph.D., rector with certain research material requested by Recipient Institution by its [REDACTED] Department of Experimental Biology (collectively, the "Scientist")

subject to the terms and conditions set forth in this Material Transfer Agreement (the "Agreement").

The parties hereto wish to explore the possibility of testing DIMATE and other ALDH inhibitors in enzymatic tests and cancer research studies and to discuss potential collaborative projects, Provider wishes to transfer to Recipient Institution the small molecule compound DIMATE, and other structural analog inhibitors of aldehyde dehydrogenases (the "Material").

1. Recipient Institution agrees that no derivative Materials may be produced ("Derivative Materials"), including for example, but not limited to, cell lines, recombinant constructs, antibodies, cultures, subcultures or mutants, without the express written permission of Provider. For the avoidance of doubt, Recipient Institution agrees that any Derivative Materials will become the property of Provider and be subject to this Agreement. Recipient Institution agrees to supply samples of any Derivative Materials to Provider upon request for Provider's internal research.

2. Legal title to the Material shall be unaffected by this Agreement or the transfer made hereunder. Except as otherwise provided in a separate reciprocal Confidentiality Agreement concluded by the Parties, Recipient Institution and Scientist shall maintain the confidentiality of proprietary information respecting the Material.

3. The transfer of the Material constitutes a non-exclusive, royalty-free license to use the Material solely for the Evaluation. The Material is provided to Recipient Institution for use in animals or *in vitro*. ***The Material will not be used in humans, including for purposes of diagnostic testing.***

4. Neither Scientist nor Recipient Institution nor any other person authorized to use the Material under this Agreement shall make available any portion of the Material to any person or entity other than laboratory personnel under the Scientist's immediate and direct control. No person authorized to use the Material shall be allowed to take or send the Material to any location other than the Scientist's laboratory without the Provider's prior written consent.

5. The Material is experimental in nature and shall be used by Recipient Institution with prudence and appropriate caution. **THE MATERIAL IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.**

6. This Agreement is effective as of publishing in Czech Register of Contracts and shall remain in effect for five (5 years) thereafter (the "Term"), unless otherwise extended by dated numbered written amendment with signatures of both parties on one deed.

7. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation for any party hereto to enter into any further agreement with the other, or as a grant of a license by any party hereto to the other to use the Materials other than for the purposes of this

Agreement. The Recipient Institution shall, at the request of the Provider, return or destroy all unused Material.

8. Scientist and Recipient Institution will use the Material in compliance with all laws, governmental regulations and guidelines that may be applicable to the Material.

9. Except as provided in this paragraph 9, in no event shall Provider, or Provider's trustees, officers, agents and employees be liable for any use by Scientist or Recipient Institution of the Material or for any claim, liability, cost, expense, damage, deficiency, loss or obligation, of any kind or nature that may arise from or in connection with this Agreement or the use, handling, storage, or disposition of the Material by Scientist, the Recipient Institution or others who possess the Material through a chain of possession leading back, directly or indirectly, to Recipient Institution or Scientist (collectively, "Claims"). The Recipient Institution agrees to indemnify and hold harmless Provider and Provider's trustees, officers, agents, and employees from any and all Claims. Recipient Institution shall have no obligation to indemnify, defend or hold harmless a person or entity identified in the foregoing sentence if it is determined with finality by a court of competent jurisdiction that the relevant Claim resulted solely from such person's or entities' own gross negligence or willful misconduct. This paragraph 11 shall survive termination of the Agreement.

10. This Agreement is not assignable.

11. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation.

12. This Agreement shall be governed and construed by the laws of the country where the prospective defendant has its registered office and courts of such a country shall have the jurisdiction over any disputes arising out of or in connection herewith.

13. Parties hereto acknowledge the fact 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 Contracts (Act on the Register of Contracts) due to the fact that the value of this agreement exceeds CZK 50 000 (c. 1 900 EUR) without VAT.

Before the publishing, the Parties shall mutually approve final version of this Agreement for the publishing with blackened parts.

UNIVERSITY, which shall ensure publication hereof in the Register of Contracts, shall inform Provider of its publication immediately thereafter using the email address of the contact person of the Provider.

SIGNATURES :

For and on behalf of **ADVANCED BIODESIGN :**

Date / Signature 7. 5. 2025

Name: 

Title: 

For and on behalf of Palacký University Olomouc, Faculty of Science

Date / Signature 15. 5. 2025

Name: doc. JUDr. Michael Kohajda, Ph.D.

Title: Rector