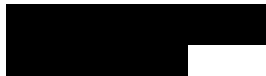




Faegre Drinker Biddle & Reath LLP
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May 29, 2025

CONFIDENTIAL



Institute of Microbiology of the Czech Academy of Sciences
Videnska 1083
142 00 Prague 4
Czech Republic

RE: Engagement Letter



Thank you for asking Faegre Drinker Biddle & Reath LLP (the "Firm") to represent the Institute of Microbiology of the Czech Academy of Sciences (the "Company" or "you"). This letter will confirm the terms of our engagement.

1. Client and Scope of Representation. We will represent the Company in connection with intellectual property counseling and such other matters as we may mutually agree. In this engagement, we are not representing others, including your parent or other owners, investors, subsidiaries, or other affiliates, or your directors, officers, or employees. If we represent the Company in other matters, this letter will apply unless we otherwise agree in writing.

2. Fees. Our fees will be based principally on the experience of the people providing services to you, and the actual hours worked, unless otherwise agreed. Our current hourly rates for those expected to work on these matters range from [REDACTED]. These rates are subject to change annually, on January 1, based on each individual's experience and other factors. Services rendered after the date of any rate change will be billed at the new rates.

3. Expenses and Disbursements. We will bill the Company for certain disbursements and expenses that we incur on your behalf. Expenses may include charges for international telephone calls, photocopying, computerized research, database management, mass mailings, and express delivery. The amounts we charge generally reflect our actual direct and indirect costs, but some amounts may be more or less than our actual costs. Disbursements may include travel expenses, filing and other fees, and bills rendered to the Firm by third-party service providers. In the case of certain expenditures on your behalf, we may send bills from third-party service providers to you for direct payment.

4. Invoices. We will provide invoices to you monthly. Each invoice will include a description of the services performed and a description of any expenses and disbursements

incurred by us on your behalf for which we expect reimbursement. Payment of our invoices is due on receipt. Please contact me if you have questions about any of them.

5. Advance. We will not require an advance payment to begin our representation. However, should the scope of this representation expand or the circumstances otherwise change, we reserve the right to require such an advance, which we will credit against our fees and expenses as they are billed. If required by applicable law, any advance we receive will be placed in our client trust account. Unless required by applicable law, advances are not segregated by client. In some jurisdictions, this advance is referred to as a security retainer. Absent special arrangements, no interest will be paid to clients on such advances unless required by law. We will return to the Company at the end of the engagement any portion of the advance which has not been applied against the payment of our fees and other charges.

6. Standard Terms of Engagement. The Standard Terms of Engagement ("Standard Terms") attached to this letter are incorporated herein. Where the terms and conditions of this letter and the Standard Terms differ, this letter shall control. In particular, the Standard Terms include:

(a) An agreement to arbitrate all disputes, which affects your rights. Disputes in arbitration are resolved without a jury and with less discovery and less appellate review than a court proceeding; and

(b) Your agreement to our future representation of other clients who may have interests adverse to you in unrelated matters.

7. Subject Matter Representation. Our Firm has a diverse and dynamic patent practice that involves a number of areas of technology and many clients, which may include or be similar to existing and/or future work in the technology area(s) involved in this engagement. One reason for this is that many clients' technologies and inventions expand or change over time and can move closer to other clients' technologies and inventions. As a result, by executing this letter you confirm (a) your understanding that we will continue to represent other present or future clients in the same or substantially the same technology area(s) involved in this engagement and (b) our agreement with you that we may, without further notice to you represent such clients in these technology areas in non-litigation patent matters, even if such client's interests are directly adverse to your interests. As an example, but without limitation, such representation of another client could include (a) referring to and characterizing prior art patents and applications assigned to your company in connection with efforts to prosecute the other client's application at the U.S. patent office and (b) investigating and opining on whether another client infringes your patent rights or whether you infringe the rights of another client.

8. Conclusion of Representation. Either you or the Firm may terminate this engagement at any time, with or without cause, and without further obligation by either you or us (other than our obligation to return to you any unused advance balance and any documents or other property you sent us and then in our possession and, if we are then representing you in any litigation, any obligation that may be imposed by rules of the court in which the litigation is then pending, and your obligation to pay us the unpaid balance of any billed or unbilled fees and disbursements and expenses that are then accrued). Our representation of you will end in any event and without further notice upon the earlier of (a) our completion of all matters on which we

have been engaged or (b) whenever there is no outstanding request from you for legal services and one year has elapsed since our last recorded work for you.

9. Entire Agreement and Miscellaneous. You and we understand that this letter, including the Standard Terms of Engagement and any other attachments, constitutes the entire agreement pertaining to the engagement of the Firm by you, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative or a referral organization unless agreed to in writing by the Firm. Acknowledgements in an electronic billing system shall not be deemed an agreement by the Firm of the acceptance of any such policy, procedure, guidelines or correspondence.

By telling us to proceed, you agree that this letter, together with the attached Standard Terms will govern our relationship. For the sake of good order, however, we request that you countersign and return to us the enclosed copy of this letter.

Very truly yours,



Attachment (Standard Terms of Engagement)

ACKNOWLEDGED and AGREED TO

this 16 day of July, 2025.

Institute of Microbiology of the Czech Academy of Sciences

By: Ing. Jiří Hašek, CSc.

Title: Director

Standard Terms of Engagement

1. **Budgets and Estimates.** It is impractical to determine in advance the amount of effort required to complete work on a matter or the total amount of fees and costs that may be incurred. Any estimates or budgets provided are not intended to be binding, are subject to unforeseen circumstances and adjustments, and by their nature are inexact.

2. **Accuracy of Information.** Our ability to represent you depends on your cooperation and the accuracy and completeness of the information you provide to us. You agree to furnish us throughout our engagement all information that we deem necessary to perform the services described in our engagement letter, including informing us of all persons and entities that are or may become involved in the matter so that we may conduct a conflicts check. You agree to review all documents provided by us for their accuracy and completeness before any use thereof.

3. **Other Clients.** The Firm represents clients in various industries, sectors and businesses around the world. The Firm's representation of you shall not preclude the Firm from representing either existing or future clients that are involved in the same industries, sectors or businesses in which you are involved or in any other sector, business or industry.

4. **Advance Consent to Future Conflict Matters.** It is possible that, from time to time, we may be asked to represent other clients (a) in disputes or transactions in which our other clients' interests are directly or indirectly adverse to your interests, or (b) in matters which otherwise present a conflict of interest under applicable Rules of Professional Conduct governing the legal profession (collectively, "Future Conflict Matters"). We will not act as plaintiff's counsel in litigation or arbitration against a current client ("Litigation Against You"). However, in recognition of our need to serve the interests of our many clients, and as a condition of our accepting you as a client, **this confirms your agreement and consent that the Firm may, without further notice to you, represent other clients in Future Conflict Matters (except Litigation Against You) so long as those matters are not substantially related to any matter in which we are acting or have acted as your legal counsel.** (Matters are "substantially related" if they involve the same transaction or legal dispute, or if there otherwise is a substantial risk that confidential, factual information obtained in the course of representing one client would materially advance another client's position against that client.)

5. **Examples of Matters Covered by the Advance Consent to Future Conflict Matters.** The following are examples of the types of Future Conflict Matters in which you are consenting that we may be adverse to you:

a. Transactional matters to which you are a party, such as contract negotiation and documentation, real estate transactions, financing transactions (including leases, loan originations and workouts), and mergers and acquisitions;

b. Intellectual property matters such as providing evaluations, constructions or opinions on infringement, enforceability or validity that might involve your intellectual property or technology;

c. Bankruptcies, receiverships and other insolvency proceedings in which you are an interested party, including representations of debtors, trustees, receivers, committees or other creditors in matters where you are a creditor or other interested person;

d. Representation of defendants or third parties in litigation or arbitration matters in which you are a plaintiff, co-defendant or third-party plaintiff, including defense of claims, cross-claims or third-party claims you are asserting, and prosecution of counterclaims or cross-claims against you; and

e. Representation of non-parties (such as witnesses or subpoena recipients) in litigation or arbitrations to which you are a party, and representation of parties in litigation or arbitration in which you are a non-party witness or subpoena recipient.

6. **Work Product.** All client supplied materials, correspondence with you or with third parties and all attorney end-product are your property. Except to the extent provided by applicable Rules of Professional Conduct or other law, all other materials and documents are attorney file materials and are Firm property.

7. **No Duty to Update After Completion.** You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your rights and liabilities. Unless you engage the Firm after the matter's completion to provide additional advice or representation on issues arising from the matter, we have no continuing obligation to advise you as to future developments.

8. **Records Retention.** Unless you request in writing that we deliver files and records for a matter to you (or transfer the files to other counsel) within ten years after our involvement in the matter has ended, we will have no obligation to retain the files, and we may destroy them without further notice to you.

9. **Governing Law.** Except as may otherwise be required pursuant to the applicable Rules of Professional Conduct or law, all questions arising under or involving this

engagement or concerning rights and duties between us will be governed by the laws of the State of Delaware (excluding choice of law provisions).

10. Agreement to Arbitrate. All Disputes (as defined below) shall be resolved through individual binding arbitration. In arbitration, there is no judge or jury and there is less discovery and less appellate review than in a proceeding in a court. In addition, by agreeing to arbitrate, both you and the Firm are agreeing to waive the right to a jury trial. For the purposes of this section, a "Dispute" is defined as any controversy or claim, whether in tort, contract, or otherwise, arising out of or relating to the relationship between you and your Arbitration Parties and the Firm and its Arbitration Parties or the services provided or the fees charged by the Firm or its Arbitration Parties. A Dispute, however, does not include (i) any issues relating to the existence, scope, validity, or enforceability of this arbitration provision or (ii) any controversy or claim relating to fees charged that a Client Arbitration Party elects to resolve pursuant to an applicable jurisdiction's optional fee dispute arbitration or mediation process (information on these processes can be provided upon request). Arbitration Parties are defined as a party's affiliates, successors, owners, partners, principals, attorneys, officers, directors or employees.

11. Arbitration Procedures. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and conducted, except as otherwise agreed in writing, in accordance with either (i) the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules if you are located in the United States or (ii) the International Institute for Conflict Prevention and Resolution Rules for Non Administered Arbitration if you are located in a jurisdiction other than the United States. The arbitration shall be conducted before a panel of three neutral arbitrators and shall be commenced and held in the city and state in which the lawyer who has primary responsibility for your matter has his or her principal office. All aspects of the arbitration, including the fact that there is an arbitration proceeding, shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements, including as may be necessary or desirable to enforce the decision of the arbitrators. The result of the arbitration shall be binding on the parties and judgment on the arbitrators' award may be entered in any court having jurisdiction. **By agreeing to arbitrate, you also waive the right to prosecute or participate in a class action, collective action, or other representative action.** This class action waiver is a material and essential part of and cannot be severed from this arbitration provision.

12. Waiver of Jury Trial. You waive any right you may have to a trial by jury of any dispute arising under

or relating in any way to the engagement letter, these Standard Terms of Engagement or the Firm's services.

13. Independent Advice. You have been afforded the full opportunity to review the engagement letter and these standard terms and to seek the advice of independent counsel.

14. Fee Arbitration – New York Only. If a dispute arises between us relating to our fees, you have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts in New York, a copy of which will be provided to you upon request.

15. Public Identification of Client. The Firm sometimes identifies clients in presentation to prospective clients or in various public communications, including press releases, our website, and other publications used to describe our Firm, our lawyers and our capabilities, and to clear conflicts. In connection with and as a part of such communications, we sometimes describe the nature of work done for particular clients. If you do not wish for the Firm to reveal your name and the nature of the Firm's work for you, please notify us in writing.

16. Client Representations. You represent and warrant that (1) you are not, and you are not owned more than 50% by any party or combination of parties, named on the "List of Specially Designated Nationals and Blocked Persons" ("SDN List") maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other list inclusion on which would prohibit or restrict the Firm from transacting business with you or that would prohibit you from making payment of amounts owed to the Firm without authorization from the U.S. Government; (2) you are not, and you are not owned more than 50% by any party or combination of parties, subject to any other sanctions programs administered by OFAC such as, but not limited to, the List of non-SDN Menu-Based Sanctions ("Non-SDN MBS"), or by individuals normally resident in or entities incorporated to do business in countries or geographic regions subject to comprehensive geographic sanctions administered and enforced by OFAC ("Embargoed Jurisdictions"). Such Embargoed Jurisdictions may include the following countries and geographic regions: Cuba, Iran, North Korea, Syria, and the Crimean Region of the Ukraine, the so-called Donetsk People's Republic and the Luhansk People's Republic region in Ukraine), and are subject to change from time to time; (3) you are in material compliance with all applicable laws and regulations relating to the prevention of money laundering and the financing of terrorism; and (4) you will not cause the Firm to violate any laws or regulations administered or enforced by OFAC. In the event you are or become in breach of any of the foregoing representations and warranties during the period of this engagement, you will immediately notify the Firm and said breach will constitute cause for the Firm to terminate this engagement immediately and without prior notice.