CONTRACT OF COOPERATION
DEVELOPMENT OR PRODUCTION TECHNOLOGY

This Agreement (this "**Agreement**") is entered into upon the date of publishing this Agreement in the Register of Contracts (the "**Effective Date**") by and between **Aminoverse B.V.**, organized and existing under the laws of The Netherlands, with VAT ID: NL860905950B01 and whose registered office is located at Daelderweg 9, 6361HK Nuth, The Netherlands, (hereinafter "**Submitter**"), and **Institute of Microbiology of the CAS, v. v. i.**, organized and existing under the laws of Czech Republic, with VAT ID: CZ61388971 and whose registered office is located at Vídeňská 1083, 14220 Prague, Czech Republic, (hereinafter "**IMIC**"),

each a "**Party**" and together the "**Parties**".

1. Subject of the Contract

IMIC is willing to undertake the collaboration in development of biotechnological preparations by means of aerobic submerged fermentation and downstream processing services. Therefore, products, upstream and downstream works specified in partial orders, which will administer actual conditions, works and prices, have to be performed. This process will, from time to time, be supervised by the Submitter at IMIC's facilities. Resulting materials will be stored and delivered to the Submitter.

This is a voluntary collaboration between the Parties as individual companies and not a partnership, joint company, joint venture or other legal entity, and each Party shall continue to bear responsibility its own business and may not legally commit or bind the other Party.

2. Extent of the work and terms

The Submitter:

- will announce IMIC about requirements and particular orders as soon as possible to facilitate him to plan the hardware and human capacities,
- will provide IMIC with the production strains for every biotechnological preparation or study,
- will provide IMIC with all necessary documents regarding the strains,
- will provide IMIC with technological data and procedure information from laboratory scale tests,
- will provide IMIC with estimated upstream process instructions,
- will provide IMIC with estimated downstream process instructions.

IMIC:

- will keep all data private and confidential according to this Contract,
- will assure a proper capacity of the experimental equipment at the closest date according to plan,
- will optimize and perform required experimental upstream operations to prove the provided protocol, technological data and procedure information pressing for the maximum efficiency,
- will develop and optimize subsequent downstream according to the particular requirements of the Submitter,

- will provide all or a part of chemicals and other material needed for the subject of the Contract,
- will collaborate with the Submitter on a preparation of process documentation, providing of all available data and knowledge,
- will store and dispatch the necessary amounts of process samples to the Submitter,
- will discharge all process waste according to legal obligations.

3. **Ownership and Confidentiality**

a. All production strains submitted by the Submitter to IMIC remain the exclusive property of the Submitter.

b. Under no circumstances will IMIC provide any cells of the strains to any third party without the express written consent of the Submitter. Also, IMIC will not disclose to any third party any information concerning the strains, the technology, technical data, know-how and the process without the express written consent of the Submitter. IMIC will not use information concerning the strains, the technology, technical data, know-how and the process for any other purpose but the work for the Submitter without the express written consent of the Submitter.

c. After completion of the work, IMIC will hand over any and all documentation, data and information concerning the strains, the biotechnological preparation, the upstream and downstream works or any other contract work provided back to the Submitter and destroy any and all strains remaining. IMIC will not perform any research work or testing on the strains and/or any of the biotechnological preparation other than agreed with Submitter without the express written consent by the Submitter and will not use the information, the strains or the biotechnological preparation outside of the scope of its work for the Submitter.

d. IMIC will undertake its best efforts to prevent unauthorized spread and use of the strains or biotechnological preparations as well as the unauthorized spread of information and make access to such of its employees as are bound to this Agreement and need to have access for the purpose of this Agreement.

e. The Confidential Disclosure Agreement, dated as of 01.11.2023 shall be an integral part of this Agreement and all terms and obligations of this Confidential Disclosure Agreement shall also apply to the terms of this Agreement. In the event of conflict between the terms and conditions contained in the Confidential Disclosure Agreement and this Agreement, the terms of this Agreement shall control.

f. In the event that industrial or other intellectual property arises during the performance of work within the scope of the performance in accordance with this Agreement, the procedure for the protection of industrial or other intellectual property will be specified in subsequent orders or addendum to this Agreement, subject to the principles listed below.

g. In the event that the results obtained by the joint activity within the original research will be the subject of a joint application, then IMIC agrees that Submitter will exclusively commercialize this industrial or other intellectual property. License terms will be subject of separate agreements.

h. In the event that significant scientific results publishable in professional scientific journals are discovered, this fact will be the subject of a separate agreement between Submitter and IMIC, while joint publication activity is assumed, if it does not conflict with the protection of industrial and intellectual property or with any third party CDA.

i. In the event that industrial or other intellectual property arises during the performance of work within the scope of the performance in accordance with this Agreement, the Parties shall, in each individual case, regulate the rights to these objects of industrial or other intellectual property by means of implementing contracts, which must include, in particular:

- Whether it is a work of authorship or co-authorship. In the implementation contract, potential co-authors will define their share of the revenues from the copyright to the work of the co-authors, otherwise, the share of the revenues from the copyright to the work of the co-authors is proportional to the size of their creative contributions, and if these contributions cannot be distinguished, the shares are on joint returns the same.

- Whether it is a result achieved by the activities of one Party or both Parties. Assuming that it will be an invention of both Parties, then the implementation contract must also contain the extent to which the Parties participated in the inventive activity. The implementation contract must also contain a share of the costs associated with the submission of any applications, the management of the relevant proceedings, maintenance fees, or the costs of external representatives.

- Which of the possible co-owners has the right to use the result, otherwise it applies that each of the co-owners has the right to use the result.

- Necessity of the cooperation of the Parties in the preparation of the documents and documents necessary for submitting the application or other related documents.

- Which of the possible co-owners of the result will, without the special consent of the other co-owners of the patent, grant a license to objects of intellectual or other industrial property to third parties, otherwise it is considered that the consent of all co-owners of the result is required for a valid conclusion of the license agreement.

- Obligation of the owner of the result to preferentially offer a license to the other Party in the event that the originator of the result will be only one of the Parties.

- If one of the Parties (the "**Transferor**") decides to transfer a share of the result, the other Party (the "**Potential Transferee**") shall have a right of first refusal to conclude a contract on the transfer of the result in accordance with the applicable legal regulations, and the Transferor may not transfer a share of the result to any other third party until it has received confirmation from the Potential Transferee that the Potential Transferee does not wish to acquire the share of the result being offered for transfer. If the Potential Transferee is interested, the Transferor will transfer the rights to its share of the result to the Potential Transferee, while the Transferor will provide the Potential Transferee with all the necessary documents and details in order to continue to maintain the protection of the result. Related fees will be paid by the Party to whom the rights are transferred, and both Parties undertake that, in the event that the Potential Transferee wishes to acquire the share of the result, the Parties will discuss in good faith to agree any related fees and other commercial terms applicable to the transfer.

4. **Delivery and packaging**

IMIC prepares the biotechnological preparation for delivery and assists the Submitter or a carrier in any matter required for transport and subsequent exportation. The frozen or cooled delivery will be guaranteed by the carrier at the Submitter's premises. IMIC ensures the adequate state of the biotechnological preparation at the moment of devolving on the carrier. Upon a Submitter's request and on Submitter´s costs, IMIC will make use of a suitable carrier for the delivery to the Submitter's domicile or within the European Union. In case Submitter will require transportation outside the EU territory, Submitter will assure all official documents and take the biotechnological preparation at IMIC's domicile.

5. **Prices and reimbursement**

a. The particular extent of the works and price will be determined by particular orders of the Submitter. In case IMIC will not agree with the order (amount, term, subject), it can reject it and provide Submitter with relevant data to modify the order.

b. The price paid by Submitter must cover all relevant costs of IMIC related to activity provided.

c. IMIC can issue the invoice and hand it over to the Submitter, but not before the biotechnological preparation and documentation have been handed over to the Submitter. The invoice is payable within 21 days from the delivery to the Submitter.

d. In case of a failure of a particular upstream or downstream processing, IMIC performs the works of the subject of the particular order in case the Submitter provides or reimburses new raw and disposable materials and connected expenses.

e. IMIC is not delayed in performance of its obligations in case of delay of the payment by Submitter.

6. **Jurisdiction**

This Agreement shall be governed by and construed in accordance with German law without regard to the principles of conflict of laws. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by German courts.

7. **General provisions**

a. This agreement does not create any license between the parties.

b. This agreement is valid for 5 (five) years (“Term”) from the Effective Date. This Agreement (on its current terms or as may be amended by agreement of the Parties) may be renewed or extended by the written agreement between the Parties, which such agreement shall be effected on or by the date falling 6 months before the expiry of the Term (or such later date as the Parties may agree). These provisions shall also apply in relation to any period of renewal or extension of the Term.

c. A breach by either Party of this Agreement may cause irreparable damage, and the non-breaching Party will be entitled to seek from any court of competent jurisdiction equitable

relief, whether preliminary or permanent, if such a breach or threatened breach is reasonably likely to cause the non-breaching Party irreparable harm, without the requirement of having to post a bond or other security.

d. All notices required to be given hereunder will be sent by recognized overnight courier service, by registered or certified mail, return receipt requested, postage prepaid, or by facsimile or electronic mail forwarded to the appropriate party at the address provided herein, or at such other addresses as party may, from time to time, advise the other in writing.

e. This agreement may be executed only in electronic form.

f. This Agreement supersedes all previous agreements between the Parties in relation to the subject matter of this Agreement.

g. Except as expressly set forth herein, this Agreement shall not be amended or cancelled in whole or in part, except by written amendment executed by the parties hereto.

h. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental, or military authority, act of God, act of war or other similar causes beyond its control and without the fault or negligence of the delayed or non performing party or its subcontractors.

i. Each party to this agreement is committed to complying with all applicable laws and to ethical business conduct. Each party should conduct their business activities with honesty and integrity and should represent and warrant that its officers, directors, representatives, agents and employees act in compliance with all related tax, anti-money laundering, export control and economic sanctions laws, corruption and anti-bribery laws and regulations in any jurisdiction in which it operates.

j. This Agreement shall enter into force on the date of signature by both Contracting Parties and effective as of the date of publication in the register of contracts pursuant to Act No. 340/2015 Coll.

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

Aminoverse B.V.,

[redacted]

Name: David Schönauer

Title: CEO

Institute of Microbiology of the CAS, v. v. i.

[redacted]

Name: Jiri Hasek, PhD

Title: Director