PARTICIPATION AGREEMENT

DISCLAIMER

This contract version constitutes solely an informal translation with no binding legal content whatsoever. In any cases of disputes regarding the rights and obligations of the parties under this contract and the interpretation of the contract only the German version is relevant.

Between

SprinD GmbH

Markt 9, 04109 Leipzig, Germany

- hereafter referred to as: "SprinD“ -

and

(...)

- hereafter referred to as: "Participant" -

SPRIN–D

CONTENTS

PREAMBLE

Broad spectrum antiviral drug development is a trade-off between inter/intra-virus family spanning specificity and side effects. Viruses – half alive structures – crucially depend on and use their host for replication and survival- the perfect hostile takeover. Modern technologies enabled greater understanding of virus biology. Sequences of viral genomes can be identified within hours. However, antivirals designed for inhibiting proteases, polymerases and other viral proteins lack the efficacy in terms of being akin to antibiotics.

Decades of investment and interest from big pharma into the parthenogenesis of HIV and HCV fueled innovative strategies for combating these viruses. The development of a single pill that cures HCV and a triple therapy that controls HIV/AIDS are antiviral flagships. Both HIV and HCV are chronic viral infections that affect millions of people world-wide and make drug development for these diseases a lucrative market. Yet, for other virus infections biological hurdles, such as their frequency to mutate, their modes of transmission and their sometimes sudden emergence remain. This stymies R&D activities of pharmaceutical companies as the economic potential of antivirals against acute infections or newly emerging viruses is often unclear.

Furthermore, virology is a highly demanding area and field of research as it requires high safety considerations. Laboratory-acquired virus infections have occurred more than once in the past. Experiments in vitro and in vivo have to meet required safety standards and demand infrastructure as well as comprehensive employee-training. These high demands may be overcome by collaborative research.

This Challenge – A quantum shift for new antiviral agents – aims to actively contribute to advancing the development of antivirals for the treatment of infections. SprinD is looking for new approaches that fundamentally change the development of antiviral agents. The final result may expand the repertoire for combating viruses or may be a technology that can be adapted to the respective situation using new drug candidates, assays, platforms, etc. We are looking for solutions that combat human pathogenic viruses, preferably newly emerging viruses with pandemic potential. Ideas should ideally result in antiviral agents for more than one virus family if possible. Applicants are expected to develop their projects up to a proof-of-concept within the framework of the Challenge. Clinical trials may be funded subsequently to the Challenge if SprinD and its jury of experts find that the proposed solution has disruptive potential. Our desired outcome is to enable better and improved treatment options for virus-infected individuals in the future.

The participant will have successfully demonstrated that it is able to participate in the challenge for the development of new active antiviral substances. The basis of its participation is the following Participation Agreement:

PART 1:
PARTICIPATION IN THE CHALLENGE

§ 1
PARTICIPATION

(1) The participant participates in a so-called pre-commercial competition organized by SprinD pursuant to this Participation Agreement. The goal of the challenge is a

quantum shift for new antiviral agents.

(2) The challenge was preceded by the search for a solution based on a tender dated ___ and published on the homepage of SprinD. This Participation Agreement is based on the tender documents. The participant has joined this search for a solution by submitting its solution outline attached as Exhibit A "____". Based on the decision of the jury of the challenge dated _____ and attached as Exhibit B, this solution outline was selected for participation in the challenge. The participant undertakes to implement the solution outlined in Exhibit A in accordance with this Participation Agreement.

§ 2
TIMELINE AND BASIS FOR THE CHALLENGE

(1) The challenge shall take place in three stages:

- First stage "Concept Demonstration"

  During the first year the competitors develop their solution outline. The objective is to plan and begin the implementation of suitable steps that contribute to advancing the outlined solution.

  The first year begins on 11/1/2021 and ends on 10/31/2022.

  At least four and at most eleven competitors will participate in the first stage.

- Second stage "Functional Expansion"

  In the second stage the practical implementation is to be expedited on the basis of the insights gained in the first year. Planned steps are to be implemented in order to expedite the solution.

  The second stage is expected to last from 11/1/2022 to 10/31/2023.

  At least three and at most six competitors will participate in the second stage.

- Third stage "Solution Demonstration"

  In the third stage the solutions suggested by the competitors are validated by a proof-of-concept in a relevant biological model.

  The third stage is expected to last from 11/1/2023 to 10/31/2024.

  At least two and at most four competitors will participate in the third stage.

(2) With the jury decision (Exhibit 1.3b), the participant was invited to participate in the first stage. With the signature of this Agreement the participant agrees to participate in the challenge pursuant to this Agreement.

(3) The participant shall not acquire any claim to participate in additional stages (second and third stage) of the challenge on the basis of its participation in the first stage or on the basis of this Participation Agreement. Nor shall the participant acquire any claims to implementation of additional stages. Whether the execution of the second and third stage is appropriate or not shall be decided by the jury empaneled by SprinD, among other things on the basis of the submitted competitive contributions. SprinD will not implement the challenge as such or any additional stages in particular if

- the minimum number of participants is not reached;
- SprinD does not have sufficient funds for budgetary or other financial reasons to implement the additional stages in a proper manner;
- the goal of the challenge is reached with an earlier result of a participant or the development has reached the point where any further implementation does no longer constitute research and development funding.

(4) If SprinD decides to implement the respective additional stages, the participants selected by the jury will be requested to participate in the respective stages. In that case SprinD and the participant will agree in writing on participation in the additional stages. In case the participant is selected to participate, the participant shall be free to participate in the additional stages. SprinD shall be free to make changes to the provisions of this Agreement with regard to the additional stages of the challenge. If the participant is selected and agrees to participate in an additional stage, this Agreement shall apply to the additional stages subject to future changes.

§ 3
COMPENSATION OF THE PARTICIPANT

(1) The participant shall receive a compensation based on its offer - and/or based on its applications for the additional stages of the challenge - plus value added tax if applicable. This compensation shall be in lieu of all expenses necessary for the provision of the deliverables. No after-the-fact changes shall be allowed. The financial risk shall be borne by the participant.

(2) The participant shall be granted 50% of the compensation for the first stage at the start of the challenge. The remaining 50% for this stage shall be disbursed in two equal installments within six and nine months after the start of the challenge. The participants shall send the respective invoices to buchhaltung@sprind.org.

(3) For the additional stages, the compensation for each additional stage shall be disbursed to the participant in advance in four equal installments. The participants shall send the respective invoices to buchhaltung@sprind.org. The first installment shall be paid at the start of the respective additional stage, the additional installments in each case within three months. The participant may indicate a different payment schedule in its bid or its application for participation in the additional stages if such is justified for factual or other reasons.

(4) If the participant deviates materially from the calculated compensation indicated in its application, it must notify SprinD accordingly.

(5) SprinD reserves the right to specify price ceilings for the additional stages of the challenge.

§ 4
INTELLECTUAL PROPERTY

(1) The intellectual property developed during the challenge ("Results") shall be owned by the participant and SprinD pursuant to the following dispositions:

1. The participant shall have the right to apply for intellectual property rights regarding the results of the challenge. The participant must inform SprinD immediately if copyrightable results are developed or if applications are submitted.
2. The participant shall have the right but not the obligation to publish the results in scientific journals. In case of publication, a proper reference to the SprinD subsidy must be included.
3. SprinD must be granted a no-charge, unrestricted non-exclusive beneficial use right to all results. SprinD may in particular further develop the results also with third parties and do the needed research or have it done by a third party. SprinD shall also have the right to exploit the results commercially with third parties pursuant to the following Point 4.
4. The participant undertakes as an obligation towards SprinD and by way of a genuine contract in favor of any third party, to grant to any third party non-exclusive licenses for the commercial exploitation of the results at customary market conditions and on a non-discriminatory basis. If the participant wishes to grant exclusive licenses to one or more third parties, the written consent of SprinD shall be required, which the latter will only grant if it is certain that with the granted license SprinD and the participant do not infringe any provisions of state aid law.

(2) A result within the meaning of the above paragraph is any intellectual property even if it was developed mainly during the challenge and if the result is based overall on the results of the challenge. The portion of the work of the participant that took place after the challenge may be considered when determining the customary market conditions pursuant to the above Paragraph 1 No. 4.

(3) The participant must consider the above dispositions regarding the results in case of contracts with third parties. The participant undertakes in particular not to sign any contracts with third parties that violate the above regulations or limit, hinder or frustrate the implementation of the resulting rights of third parties or SprinD. SprinD shall have the right to notify third parties of the obligation of the participant to grant licenses pursuant to the above Paragraph 1 No. 4.

(4) The participant shall apply for copyrightable intellectual property rights at its own expense. If the participant decides against submitting an application, it must inform SprinD accordingly, including the considerations that led to the decision. SprinD may require that the participant apply for intellectual property rights unless the participant has a legitimate interest not to do so. This shall apply also if the application requires a third-party action within the meaning of the Employee Invention Act.

PART 2:
OBJECTIVES AND STAGES OF THE CHALLENGE

§ 5
GOAL OF THE CHALLENGE

(1) The paramount goal of the research carried out within the context of the challenge is to search for radically new approaches in the development of antiviral drugs. The participants must show that therapeutically relevant active substances will emerge from its proposed solution. The participants are free with regard to the technological basis for their proposed solution.

(2) The proposed solutions of the teams will be tested at the end of the challenge by implementing a proof-of-concept adapted to the level of development of the active substance in one or more relevant biological models. In its bid the participant has indicated and substantiated which model will be suitable for the proof-of-concept with regard to its proposed solution.

§ 6
OBJECTIVES AND REPORTS REGARDING THE INDIVIDUAL STAGES

(1) The following objectives are established for the stages:

- At the end of the first stage the participant must demonstrate the material elements of the fundamental functionality of its proposed solution in a way that is clear and based on scientific criteria.
- At the end of the second stage the participant must demonstrate the functionality of the entire work process necessary for reaching the goal of the challenge pursuant to § 5 of this Participation Agreement in a way that is clear and based on scientific criteria.
- As a result of the third stage the participant must demonstrate in the context of the test design pursuant to § 5 of this Agreement that the goal of the challenge has been reached.

(2) A report regarding the completed stage must be submitted at the end of each stage. The report must include

- an explanation as to whether the objective of the respective stage described in the application has been achieved,
- a description of all the work performed and a summary description of the results,
- a list of the intellectual property developed in the process (know-how, data, inventions etc.)
- if applicable, a list of publications.

Furthermore, the following shall apply:

- The report on the first stage may already contain the first test protocols or show and interpret laboratory data. The report on the first stage also must contain a suggestion for the final test under § 5 of this Participation Agreement, including the reason and explanation for its selection.

- The report on the second stage may contain a description of the first practical tests. Besides, it must include a detailed list of the stages still to be taken to further the technological approach until actual tests within the meaning of § 5 of this Agreement can be performed.
- The final report must contain a test protocol pursuant to § 5 of this Participation Agreement.

(3) The structure and content of the report for the first stage shall be due irrespective of whether the participant decides to apply for participation in additional stages.

(4) The report must be submitted in digital form to SprinD one month before the end of the respective stage. SprinD will provide the participant with other requirements in terms of form or content and with templates for the report in a timely fashion.

§ 7
SELECTION FOR ADDITIONAL STAGES

(1) If the participant decides to apply for participation in additional stages of the challenge, the report for the preceding stage must be accompanied by the following:

- a detailed work schedule and indication of a project-specific objective for the next stage,
- if applicable, a rough concept for the stage after next,
- a declaration as to whether and to what extent the team composition has changed or will change,
- a price bid for the next stage.

(2) The selection will be made on the basis of the selection criteria and procedures specified in the tender documents of the challenge. SprinD will advise the participants of the detailed conditions regarding the application for additional stages in a timely fashion.

PART 3:
RIGHTS AND OBLIGATIONS DURING THE PARTICIPATION

§ 8
COACHING

(1) The coach will assist SprinD by providing help to the participants and the jury in their decision-making. The coach will provide the jury with a written assessment regarding the participant at each stage of the challenge, including information about the development of the proposed solution, its economic viability and team competence.

(2) The coach advises the participant regarding the organization and performance of experiments. The coach supports the participant in negotiating subcontracts, investments and in setting up cooperation agreements, in particular in the pharmaceutical industry. If possible and desirable, the coach provides assistance with

any spin-off from the academic environment, with patenting strategy, with liquidity management and with the recruitment of suitable employees.

(3) The participant undertakes to work with the coach, but the coach shall not have any command authority over the participant. The participant shall not have any claims to the provision of coaching services.

§ 9
COOPERATION

(1) SprinD shall have the right to observe the progress of the work and inspect all documents necessary for this purpose, including notes about materials and work performed, and to monitor compliance with the technical specifications.

(2) If SprinD provides suggestions, recommendations and other contributions (e.g. inventions) to the participant in order to further participation in the challenge, the participant must take these into consideration, if possible.

§ 10
WITHDRAWAL OF THE PARTICIPANT DURING A STAGE

If the participant does not complete a stage of the challenge or does not or no longer participate in the stage even though it issued the respective declaration, the participant must inform SprinD immediately. A stage is considered as not completed if the report due under § 6 has not been submitted at all, only in part or not on time.

§ 11
CONFLICTING INTELLECTUAL PROPERTY RIGHTS AND APPLICATIONS FOR INTELLECTUAL PROPERTY RIGHTS

The participant must immediately notify SprinD of any intellectual property rights or applications for intellectual property rights that are in conflict with the exploitation of the research and development results, unless they are already mentioned in the tender documents. In conflict are such intellectual property rights or applications for intellectual property rights of third parties as are required for any exploitation of the research and development results. The participant must indicate the conditions under which, in its opinion, such use is still expected to be possible.

PART 4:
MISCELLANEOUS PROVISIONS

§ 12
CONTRACT TERMINATION AND CONTRACT TERM

(1) The contract term of this Participation Agreement begins on 11/01/2021 and ends on 10/31/2022 unless the Parties agree to its application in additional stages. The expiration of the Participation Agreement for any reason shall not affect the regulation in § 4 of this Participation Agreement.

(2) SprinD may terminate the Agreement without notice for important reasons. An important reason is present in particular if

- it turns out that the participant gave incorrect information or if the conditions or requirements specified in the tender are not or no longer present or cannot or no longer be satisfied;
- the opening of bankruptcy proceedings regarding the assets of the participant or one of its subcontractors has been requested and this request is not withdrawn within six weeks, or if a provisional bankruptcy trustee has been appointed or if the opening of the bankruptcy proceedings was ordered but dismissed for lack of assets;
- in the events of § 10 of this Participation Agreement;
- the participant fails to issue a notice pursuant to § 10 but still withdraws from the challenge;
- the participant fails to issue a notice pursuant to § 3 Para. 4 or if the deviations planned by the participant are material enough to fear that the objective of the respective stage cannot be achieved;
- the participant does not fulfill its obligation for the issuance of reports;
- the participant seriously or repeatedly violated any of the obligations specified in this Agreement or its Exhibits or does not provide the services indicated in the respective applications without the consent of SprinD, or materially changes them without the consent of the SprinD;
- violations of the *BioStoffverordnung* (Biomaterial Regulation) or the Regulation Against Cruelty to Laboratory Animals occur during the provision of services;
- gain-of-function experiments are carried out in the context of this challenge;
- the participant accepts subsidies from the Federal Republic of Germany in addition to SprinD for the same project and the work processes indicated in its bid/applications, in particular from the Federal Ministry of Education and Research.

(3) If SprinD terminates the Agreement for an important reason, the participant must reimburse the funds already received for the respective stage unless the participant is not responsible for the existence of the important reason. SprinD shall be entitled to the results obtained by the participant in the respective stage up to the notice of termination in full and without taking into account the regulation provided in § 4 of this Participation Agreement. The participant shall immediately surrender all results, records, data and information about its research work in the respective stage. If the participant is able to document that the deliverables furnished in the respective stage before the extraordinary termination are not worthless to SprinD, the participant shall be entitled to the

compensation due on the not-worthless part. These deliverables are not worthless in particular if they can be used by other participants in the challenge.

(4) If the participant is not responsible for the important reason, § 648a BGB [German Civil Code] shall apply.

§ 13
LEGAL LIABILITY

SprinD shall not be legally liable for any losses incurred by the participant or third parties which arise from their participation in the challenge. The participant must hold SprinD harmless if SprinD is held liable for such losses. Sentence 1 shall not apply if SprinD caused such losses willfully.

§ 14
ADDITIONAL ASSIGNMENTS

When awarding additional development assignments, SprinD will invite the participant to participate in the challenge. However, under this Participation Agreement participation in the challenge does not create a legal claim of the participant for being granted such assignments, nor will the participant, in case of being awarded an additional assignment, enjoy any preferential treatment when providing the finished product or finished service in commercial volumes to a public client in the respective Member State.

§ 15
DISPUTES

(1) In case of disputes regarding technical or scientific issues or regarding questions as to whether and to what extent the material conditions for being granted a user or beneficial use right are present, two arbitrators shall be appointed, of which SprinD and the participant shall nominate one each. If no agreement is reached between the two arbitrators, they shall select jointly a third party as chairman. If the arbitrators do not reach an agreement within one month after an arbitrator nominated a person as chairman for the first time, the President of the ICC Leipzig shall designate a chairman. The arbitrator committee then shall make a decision with a two-thirds majority; if no majority emerges, the chairman shall cast the deciding vote. The provisions of the Code of Civil Procedure shall apply to the settlement of the costs of the arbitration accordingly.

(2) In all other disputes an amicable settlement shall be sought before involving a court of law. The right of the Parties to enter into arbitration agreements shall not be abridged.

§ 16
WRITTEN FORM, LEGAL VENUE, CHOICE OF LAW, CONTRACT LANGUAGE, SEVERABILITY CLAUSE

(1) Changes to this Agreement and its Exhibits shall require the written form.

(2) If admissible under the law, Leipzig shall be the legal venue. This Agreement shall be governed by the laws of the Federal Republic of Germany without the possibility of recourse to the UN Convention on the International Sale of Goods. The accompanying

English version of this Agreement is only for information purposes and carries no legal obligation.

(3) In the event that an individual provision of this Agreement is invalid or unenforceable, such provision shall not affect the validity of the Agreement as a whole. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose economic effect is closest to the effect of the invalid or unenforceable provision. The above shall also apply if this Agreement turns out to contain omissions.