

# **AMENDMENT NO. 5 TO CLINICAL TRIAL AGREEMENT**

**Between**

**CardioPharm International, Inc.** ("Sponsor")

**and**

**Memorial Medical Center** ("Institution")

**Original Agreement Date:** January 15, 2022

**Amendment No. 5 Effective Date:** November 20, 2024

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## **RECITALS**

WHEREAS, Sponsor and Institution entered into a Clinical Trial Agreement dated January 15, 2022, as amended by Amendment No. 1 dated June 22, 2022, Amendment No. 2 dated February 3, 2023, Amendment No. 3 dated August 17, 2023, and Amendment No. 4 dated March 15, 2024 (collectively, the "Agreement"), for the conduct of Study Protocol No. CP-2847-301 (HEARTBEAT-3);

WHEREAS, certain Study Subjects have experienced slower than anticipated disease progression, resulting in extended follow-up periods beyond the originally anticipated study completion date;

WHEREAS, Last Patient Last Visit (LPLV), originally anticipated for September 2024, is now projected for June 2025;

WHEREAS, the parties desire to extend the Term of the Agreement to accommodate the extended study timeline;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

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## **AMENDMENTS**

### **1. Extension of Agreement Term**

Section 16.1 of the Agreement is hereby amended to read as follows:

*"16.1 Term. This Agreement is effective as of the Effective Date and shall continue until completion of all obligations hereunder, now anticipated to be **June 30, 2025**, unless earlier terminated in accordance with this Article 16."*

**Previous term:** December 31, 2024 (per original Agreement)

**Extended term:** June 30, 2025

**Extension period:** Six (6) months

### **2. Study Completion Timeline Update**

The parties acknowledge the following updated Study timeline:

- **Site Activation:** February 2022 (completed)
- **First Patient First Visit (FPFV):** March 2022 (completed)
- **Last Patient First Visit (LPFV):** December 2023 (completed; enrollment complete at 20 patients)
- **Anticipated Last Patient Last Visit (LPLV):** **June 2025** (extended from September 2024)
- **Anticipated Database Lock:** August 2025
- **Anticipated Site Closeout:** September 2025

### **3. Reason for Extension**

The extension is necessitated by the following factors:

- (a) Three (3) Study Subjects experienced protocol-defined clinical events requiring extended follow-up periods to assess durability of response;
- (b) Two (2) Study Subjects required temporary treatment interruptions due to unrelated medical conditions, resulting in extended time to complete the 48-week treatment period;

(c) One (1) Study Subject relocated during the study and required transition to remote visit procedures under Section 21.7 (added by Amendment No. 3), which extended visit windows.

No safety concerns have been identified necessitating early study termination. The Protocol remains unchanged (Version 3.0).

#### **4. No Budget Modification**

This Amendment does not modify Exhibit B-2 (Budget and Payment Schedule). All per-patient payments, milestone payments, and site closeout payments remain as specified in Exhibit B-2 attached to Amendment No. 4.

The parties acknowledge that the budget was calculated based on anticipated study duration and is adequate to cover the extended timeline. No additional compensation is required or requested by Institution.

#### **5. Continued Study Obligations**

Institution and PI shall continue to fulfill all obligations under the Agreement during the extension period, including:

- Completion of all scheduled study visits for enrolled Study Subjects
- Ongoing safety monitoring and SAE reporting
- Data query resolution
- Maintenance of regulatory documentation
- Cooperation with monitoring visits and regulatory inspections

#### **6. IRB Notification**

Institution shall notify the IRB of the extended study timeline via continuing review submission. Institution confirms that current IRB approval is valid through March 31, 2025, and that timely continuing review will be submitted to maintain approval through study completion.

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## **GENERAL PROVISIONS**

### **7. Insurance Coverage**

The parties acknowledge that Article 13.4 of the original Agreement specified:

*"13.4 Insurance Duration. Insurance coverage shall remain in effect for the duration of the Study and for a period of three (3) years following Study completion."*

Under the original Agreement, "Study completion" was anticipated to be December 31, 2024, which would require insurance coverage through December 31, 2027.

With this Amendment extending Study completion to June 30, 2025, the required insurance coverage period is now extended through **June 30, 2028** (three years following the revised Study completion date).

**Sponsor and Institution each confirm that their respective insurance policies (Clinical Trial Liability Insurance and Professional Liability Insurance) remain in full force and effect and will be maintained through the extended coverage period.**

### **8. No Other Modifications**

Except as specifically set forth in this Amendment No. 5, no other terms of the Agreement are modified. Specifically:

- Payment terms remain Net 45 (per Amendment No. 3)
- Budget remains as specified in Exhibit B-2 (per Amendment No. 4)
- PI remains Dr. James Martinez (per Amendment No. 2)
- Protocol remains Version 3.0 (per Amendment No. 4)
- All pandemic-related provisions remain in effect (per Amendment No. 3)

### **9. Ratification**

Except as specifically modified by this Amendment No. 5, all terms, conditions, and provisions of the Agreement, as previously amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4, shall remain in full force and effect and are hereby ratified and confirmed.

## **10. Study Status**

As of the effective date of this Amendment:

- **20 patients** enrolled (enrollment complete December 2023)
- **17 patients** in active follow-up
- **3 patients** have completed the study (through Week 52)
- **0 patients** discontinued or withdrawn
- **Anticipated LPLV:** June 2025 (6 months extension)

## **11. Counterparts**

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## **12. Governing Law**

This Amendment shall be governed by the laws of the State of Ohio, consistent with the Agreement.

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## **SIGNATURES**

### **CARDIOPHAM INTERNATIONAL, INC.**

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

Name: David Patel

Title: Associate Director, Clinical Operations

Date: November 20, 2024

**MEMORIAL MEDICAL CENTER**

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

Name: Lisa Anderson

Title: Manager, Clinical Research Contracts

Date: November 20, 2024