Research Collaboration Agreement

THIS RESEARCH COLLABORATION AGREEMENT ("*Agreement*") is made as of the 7 day of September, 2021 ("*Effective Date*") between Syngap Research Fund, Inc. 501c3 a Non-profit having an office at 1270 Lincoln Ave, Palo Alto, CA 94301 ("*Collaborator*") and **Rarebase, PBC**, a public benefit corporation incorporated under the laws of the State of Delaware having offices at 2882 Greer Road, Palo Alto, CA 94303 ("*Rarebase*").

WHEREAS, Collaborator is interested in supporting scientific research in the field of SYNGAP1 related disorders (the "*Field*");

WHEREAS, Rarebase is engaged in the research and development of orphan and rare diseases and has an interest in the Field;

WHEREAS, Rarebase and Collaborator are interested in establishing a collaboration under which Rarebase will undertake one or more research programs with financial and potentially other support from Collaborator.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties, intending to be legally bound hereby, agree to the following:

1. Research Programs.

(a) Subject to the term and conditions of this Agreement, Rarebase shall perform one or more research programs (each, a *"Research Program"*) that are set forth in one or more written project proposals executed by Rarebase and Collaborator and referencing this Agreement (each, a "*Proposal*"). An initial Proposal is set forth in Exhibit A. Each Proposal shall contain material terms for the Research Program (e.g., project objectives, tasks, timeline, fees, payment schedule and deliverables). Once executed, each Proposal is hereby incorporated into this Agreement by reference. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of a Proposal, the terms and conditions of this Agreement shall control unless the Proposal expressly states an intent to amend the terms of this Agreement. In the event Collaborator provides any human biological samples to Rarebase in connection with any Research Program, Collaborator will do so in full compliance with all applicable laws, rules and regulations, including those relating to human biological materials and governing the donation, retention, use, storage, transfer, transportation and disposal of human biological samples and associated data for use in biomedical research and clinical development, including, but not limited to, informed consent, all applicable privacy and biotechnological research legislation, regulations and guidelines.

(b) During the course of Rarebase's performance of a Research Program, Collaborator may request changes to such Research Program. Rarebase shall use commercially reasonable efforts to accommodate any such changes, provided that Rarebase's obligation to perform new or modified activities under such Research Program shall be conditioned on the parties executing a mutually agreed written change order setting forth such new or modified activities and the impact on the amounts to be paid to Rarebase. If the parties are unable to agree on a change order setting forth the specified information, then the Research Program shall be completed according to then-current Proposal.

(c) Rarebase shall perform Research Programs pursuant to this Agreement in a professional and workmanlike manner and consistent with prevailing industry standards, utilizing personnel having the required skills and experience to perform the Research Programs.

(d) Rarebase may adopt such arrangements as Rarebase deems necessary and appropriate to carry out its obligations with respect to the Research Program(s) performed under this Agreement, including the timing and location(s) of performance of the Research Program(s), the engagement of subcontractors and other third parties, and entering into research and collaboration agreements with other collaborators to support the Research Program(s), provided that Rarebase's activities hereunder shall be consistent with the terms of the Proposal and Rarebase shall use commercially reasonable efforts to complete the agreed-upon milestones.

(e) The relationship created under this Agreement and each Research Program is non-exclusive. Without limiting the foregoing, Collaborator agrees that Rarebase may have performed prior to the Effective Date and may perform on or after the Effective Date (including after expiration or termination of this Agreement) the same or similar research on its own or for others, provided that such activities are undertaken independently of, and shall not include without Collaborator's express written consent, Collaborator's Confidential Information.

2. Term and Termination.

(a) This Agreement shall be effective as of the Effective Date and shall remain in effect for three (3) years from the Effective Date, unless terminated earlier in accordance with the terms below or extended upon the mutual written consent of the parties. Notwithstanding the foregoing, any Research Programs described in Proposals executed prior to the expiration of this Agreement shall continue until their completion or termination and the terms of this Agreement shall continue to apply to such Research Programs.

(b) Either party may terminate this Agreement or one or more Research Programs for any reason or no reason upon at least forty five (45) days prior written notice to the other party; provided that, any termination by Rarebase of a Research Program pursuant to this provision shall be subject to the terms and conditions of Section 5(b) hereunder. Termination of this entire Agreement will terminate all outstanding Research Programs. Upon termination of any Research Program:

(i) Except for materials Rarebase is required to retain under applicable law, Rarebase shall return or destroy, at Collaborator's option and expense, any tangible materials provided by the Collaborator that are in Rarebase's possession, to the extent relating to the terminated Research Program(s).

(ii) Collaborator shall pay to Rarebase (A) unpaid Fees (as defined in Section 3(a)) for portions of the terminated Research Program(s) that have been completed as of the date of termination; and (B) all non-cancellable or non-refundable Expenses (as defined in Section 3(a)) incurred up to and including the date of termination with respect to the terminated Research Program(s). A final invoice reconciling the amount owed against the amount previously paid will be sent to Collaborator following termination and shall be due and payable within thirty (30) days of invoice date.

(iii) No later than sixty (60) days after such termination of the Research Program or upon payment by Collaborator of all payments due under Section 2(b)(ii) or otherwise, whichever is later, Rarebase shall (A) provide to Collaborator any Research Results (as defined in Section 5(c)) that it has not previously disclosed; and (B) inform Collaborator whether or not it is making a Termination Decision (as defined in Section 5(b)) with respect to such Research Program. For the avoidance of doubt, nothing herein precludes a Termination Decision from occurring at another time. Regardless of the timing, Section 5(b) will apply in the event of a Termination Decision.

(c) Sections 1(e), 2(b), 2(c), 3, 4, 5 (which in the case of subsection 5(b) shall be one year from expiration and/or termination), 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration and/or termination of this Agreement, and termination and/or expiration of this Agreement or termination of any Research Program for any reason shall not release either party from any liability or obligation that has accrued prior to such expiration or termination.

3. Compensation.

(a) In consideration of Rarebase's performance of the Research Program(s), Collaborator shall pay Rarebase the fees and other amounts set forth in the Proposal ("*Fees*") in accordance with the payment schedule set forth therein, which the parties agree are commensurate with the fair market value of the services performed by Rarebase hereunder. Additionally, Collaborator shall reimburse Rarebase for Rarebase's actual, documented out-of-pocket expenses that are reasonably incurred in connection with performance of the Research Program(s) ("*Expenses*"); provided that any Expenses exceeding $1,000 individually or in the aggregate shall require the prior written approval of Collaborator.

(b) All invoices shall be due and payable within thirty (30) days of invoice date. Overdue balances will accrue interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less. In addition, Collaborator shall reimburse Rarebase for all costs and expenses incurred by Rarebase in connection with the collection of overdue amounts, including attorneys' fees. If, at any time, Collaborator has not paid all amounts due hereunder, then Rarebase shall have the right, in addition to all other remedies hereunder and at law and equity, to suspend its performance of Research Program(s) hereunder. Rarebase reserves the right to set off at any time any amount owing to it by Collaborator against any amount payable by Rarebase to Collaborator.

(c) Collaborator shall be responsible for and shall pay, and shall reimburse Rarebase on request if Rarebase is required to pay, any sales, use, value added, consumption or other tax (excluding any tax that is based on Rarebase's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on any Fees or Expenses owed or paid to Rarebase hereunder or any goods or materials transferred to Collaborator hereunder, in each case pursuant to a Proposal. Except as otherwise required by law, Collaborator shall not withhold any sums from any payments made to Rarebase for social security or other federal, state or local tax liabilities or contributions.

4. Nondisclosure.

(a) Each of Rarebase and Collaborator may receive or have access to certain proprietary, confidential, and/or trade secret information of the other (hereinafter "*Confidential Information*") in connection with the Research Program(s) and/or this Agreement. The party disclosing Confidential Information shall be referred to as the "*Discloser*" and the party receiving Confidential Information shall be referred to as the "*Recipient*." Confidential Information shall include information that was disclosed under a confidentiality agreement between the parties in the course of negotiation of this Agreement or the initial Proposal. All information, data, results (including Research Results), and materials arising from the Research Program shall be Confidential Information of Rarebase.

(b) From the Effective Date until five (5) years after termination or expiration of this Agreement, Recipient shall not (i) use Discloser's Confidential Information except as expressly permitted by this Agreement, or (ii) disclose Discloser's Confidential Information to any third party other than to those of the Recipient's officers, directors, employees, consultants, contractors, professional advisors, and agents ("*Representatives*") who have a need to have access to such Confidential Information for purposes of this Agreement, including to perform the Research Program(s), and who are bound by non-use and non-disclosure obligations that are no less protective than those set forth herein. Recipient shall use the same degree of care to protect the Discloser's Confidential Information as Recipient uses to protect its own confidential information, but in no event less than a reasonable degree of care.

(c) The foregoing non-use and non-disclosure obligations do not apply to any portion of the Confidential Information: (i) that is part of the public domain at the time of disclosure; or (ii) that becomes part of the public domain after the Effective Date without any act by or omission of Recipient or its Representatives in breach of this Agreement; or (iii) that Recipient can demonstrate by written records has been independently developed by or for it prior to or after the date of disclosure without use, reference to, or reliance upon Confidential Information disclosed to it by or on behalf of Discloser; or (iv) that is disclosed to Recipient on a non-confidential basis by a third party who has the legal right to make such disclosure.

(d) This Section 4 shall not prevent Recipient from making any disclosure that is required by law, regulation, rule, act, or order of any court or other government authority or agency; provided, however, that Recipient shall (i) give Discloser sufficient advance written notice (unless

such notice is legally prohibited) to permit Discloser to seek a protective order or other similar order with respect to the Confidential Information that is required to be disclosed; and (ii) thereafter disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by Discloser.

(e) Disclosure of Confidential Information under this Agreement shall not be construed to create in or grant to Recipient any license, right, title, interest, or ownership in or to any of Discloser's Confidential Information.

(f) Upon Discloser's request or at the termination or expiration of the Agreement pursuant to Section 2, Recipient shall return to Discloser or destroy, as requested by the Discloser, any or all tangible (including electronic) manifestations of Discloser's Confidential Information then in the possession or control of Recipient or its Representatives, including all copies and excerpts thereof in any medium. The return of Discloser's Confidential Information shall not relieve Recipient of its obligations of confidentiality pursuant to this Article 4. The obligation to return Confidential Information shall not extend to automatically-generated electronic backups created in the ordinary course of the Recipient's business, provided the Recipient makes no other use of the data and retains it subject to the confidentiality obligations of this Agreement.

5. Intellectual Property; Results; Materials

(a) Intellectual Property Ownership and Rights. Ownership of and other rights in any intellectual property created in the course of the conduct of the Research Programs (collectively, the "*Program Intellectual Property*") will be determined as follows: (i) all Program Intellectual Property that is conceived, reduced to practice, and/or otherwise created solely by employees of Rarebase or its affiliates or a third party acting on behalf of Rarebase or its affiliates, will be owned solely by Rarebase or its affiliates; (ii) all Program Intellectual Property that is conceived, reduced to practice, and/or otherwise created solely by employees of Collaborator or its affiliates or a third party acting on behalf of Collaborator or its affiliates, will be owned solely by Collaborator or its affiliates; and (iii) all Program Intellectual Property that is conceived, reduced to practice, and/or otherwise created jointly by (A) employees of Rarebase or its affiliates or a third party acting on behalf of either and (B) employees of Collaborator or its affiliates or a third party acting on behalf of either, will be owned jointly by the parties. For purposes of the preceding sentence, conception, reduction to practice, and creation will be evaluated based on inventorship rules applicable to patents in the United States (regardless of whether a particular item of Program Intellectual Property is patentable). Except as otherwise expressly provided herein, neither party shall by reason of this Agreement or its performance obtain any right, title, license or other interest, either express or implied, to the intellectual property owned or controlled by the other party as of the Effective Date or thereafter developed or acquired independent of this Agreement (along with all improvements, enhancements, and modifications to, or new uses of, the foregoing, "*Independent IP*"). For the avoidance of doubt, Program Intellectual Property shall not include or encompass any Independent IP. Rarebase shall have the exclusive right and authority to negotiate, execute, and administer any and all licensing or other transactions for Program Intellectual Property (other than Program Intellectual Property solely owned by Collaborator) or for a Research Program Product (as defined in Section 6(a)) (each, a "*Transaction*"). Rarebase shall use commercially reasonable efforts to keep Collaborator promptly and reasonably informed as to the plans and activities of Rarebase with respect to Transactions, and Rarebase shall give due consideration to the recommendations made by Collaborator with respect to such Transaction(s).

(b) Option Rights. If Rarebase decides to terminate all development and commercialization activities (which includes suspension for a period of more than six (6) months (other than one caused by Collaborator's actions or failure to act) with respect to the Program Intellectual Property and Research Results in the Field (including through the use of third party collaborators, licensees, vendors, or distributors) (a "*Termination Decision*"), Rarebase shall inform Collaborator of the Termination Decision and hereby grants Collaborator a right to negotiate a worldwide, royalty-bearing, sublicensable, non-exclusive license, under Rarebase's interest in the Program Intellectual Property (the "*RON*"), to research, develop, manufacture, and commercialize products (including, if applicable to the Research Program(s) in question, Research Program Products) in the Field. For the avoidance of doubt, a Termination Decision may occur upon termination of a Research Program (as described in Section 2(d)) or at any time thereafter. Collaborator's right to exercise the RON commences when Rarebase notifies Collaborator of a Termination Decision and expires ninety (90) days later ("*RON Period*"). Collaborator may exercise the RON by written notice to Rarebase during the RON Period, provided that Collaborator has at the time made all payments due to Rarebase hereunder. If Collaborator exercises the RON in accordance with the foregoing, the parties shall negotiate in good faith a non-exclusive license agreement (including the obligation to transfer applicable materials or technology to Collaborator or its designee) with commercially reasonable terms. If the parties fail to execute a license to such Program Intellectual Property within four (4) months after Collaborator's exercise of the RON, Rarebase has no further obligation to license such Program Intellectual Property to Collaborator.

(c) Results. Rarebase shall provide a written (including notice by email) or verbal progress report every three (3) months or at the completion of each milestone to Collaborator, which shall include (i) a description of the results that it generates in the course of the Research Program and any such other data and information specified in the applicable Proposal to be provided to Collaborator (the "*Research Results*"), and (ii) its progress towards completion of the milestones. Subject to compliance with Section 4 above, each Party is free to use Research Results for any lawful purpose. Notwithstanding the foregoing, use of any Research Results by Collaborator shall be and remain subject to any patent and other intellectual property rights owned or controlled by Rarebase that are not otherwise licensed to Collaborator under Section 5(b).

(d) Materials. Unless otherwise expressly agreed in writing by the parties, Rarebase shall solely own all equipment and other tangible materials purchased, acquired, furnished, created, developed, manufactured, or used in the Research Program(s), whether purchased by Rarebase using funds from Collaborator or otherwise. Upon the reasonable request of Collaborator, Rarebase will, consistent with customary scientific practice, make reasonable quantities of reagents (e.g., animal models, expression plasmids, antibodies, cell lines) and detailed protocols specifically generated as part of the Research Programs as a designed milestone in the applicable Proposal (collectively, "*Research Materials*") available to the scientific research community (including to Collaborator and/or scientists identified by Collaborator), subject to any third party

obligations and rights that apply to specific Research Materials. Recipients will be expected to bear shipping costs and acknowledge the source of the Research Materials in resulting publications. Collaborator acknowledges that Rarebase may charge commercially reasonable fees for certain Research Materials as reasonably required to cover costs associated with development, production, testing, storage, supply and maintenance of such Research Materials. At the time of a Termination Decision, Rarebase will make commercially reasonable efforts to transfer the applicable Research Materials to a qualified laboratory named by Collaborator, subject to any third party obligations or rights that apply to specific Research Materials, so that such laboratory can continue to make the Research Materials reasonably available to the scientific research community.

(e) Research License. Collaborator hereby grants to Rarebase a limited, fully paid, royalty-free, worldwide, transferable, non-exclusive license, under any patents, know-how, trade secrets and other intellectual property of any kind (including all assays, models, targets and methods) that are owned or controlled by Collaborator and that are necessary or useful for carrying out such Research Program. For the avoidance of doubt, the foregoing is not intended to impose on Collaborator an affirmative technology transfer obligation, unless otherwise expressly agreed in writing by the Parties or otherwise set out in the applicable Proposal.

(f) Disclaimer. Collaborator acknowledges and agrees that all Research Results or other deliverables provided by Rarebase to Collaborator hereunder in connection with the Research Program(s) (collectively, the "*Deliverables*") are intended solely for the internal use of Collaborator and that, while Collaborator's use of such Deliverables shall not be restricted except as otherwise set forth in this Agreement or the applicable Proposal, the disclosure by Collaborator to third parties of such Deliverables and the use of, or reliance on, such Deliverables by such third parties shall be at Collaborator's sole risk. RAREBASE SHALL HAVE NO LIABILITY TO COLLABORATOR OR ANY THIRD PARTY IN CONNECTION WITH OR ON ACCOUNT OF ANY DISCLOSURE BY COLLABORATOR OF SUCH DELIVERABLES TO A THIRD PARTY OR ANY USE OF, OR RELIANCE ON, SUCH DELIVERABLES BY A THIRD PARTY.

6. Revenue Sharing.

(a) The parties acknowledge and agree that one of the goals of certain Research Program may be the identification and/or development of one or more products in the Field (a "*Research Program Product*"). This Section 6 shall apply solely in the event that a Proposal both (i) specifically defines what constitutes a Research Program Product for such Proposal and (ii) explicitly states Collaborator has been granted a revenue share in such Research Program Product. For the avoidance of doubt, it is expected that a Research Program Product will primarily have utility in the Field, and therefore Research Program Product is expressly limited to products in the Field unless the Proposal expressly indicates that Research Program Product is intended to capture all uses of the defined product, whether inside or outside the Field.

(b) Starting on the commencement date set forth in the Proposal and continuing indefinitely thereafter, Rarebase shall make yearly payments to Collaborator equal to a percentage (as calculated below, the "*Sharing Percentage*") of Product Revenue received by Rarebase with respect to a Research Program Product, provided that such payments will be capped in the aggregate at three times (3x) the Fees and Expenses actually paid by Collaborator under this Agreement with respect to the Research Program applicable to such Research Program Product (the "*Cap*").

(i) The Sharing Percentage will be calculated as follows: fifty percent (50%) of any Licensing Revenue received by Rarebase or ten percent (10%) of Net Sales, as applicable, during such year with respect to such Research Program Product is apportioned on a pro-rata basis (based on actual total collaborator funding of the Research Program in question at Rarebase) to all collaborators (including Collaborator) who have a revenue share interest in the Research Program Product. Within sixty (60) days after the last day of each calendar year, Rarebase shall report to Collaborator the amount of Licensing Revenue it received or Net Sales it generated during such year and the calculation of the Sharing Percentage and Collaborator's share of such Licensing Revenue or Net Sales, as applicable, based on the Sharing Percentage. A payment equal to such share shall accompany such report.

(ii) For the avoidance of doubt, an example of the Sharing Percentage calculation is as follows: Licensing Revenue of $100,000 for a Research Program involving three collaborators (C1, C2, and C3), where C1 contributed $10,000 in Fees and Expenses (50% of total research funding), C2 contributed $5,000 in Fees and Expenses (25% of total research funding), and C3 contributed $5,000 in Fees and Expenses (25% of total research funding), would result in C1 receiving $25,000 (which is half of the available License Revenue but not in excess of the Cap for C1), C2 and C3 each receiving $12,500 (which is one-quarter of the available License Revenue but not in excess of the Cap for C2 or C3), and Rarebase keeping the remaining $50,000 of the Licensing Revenue.

As another example, where Net Sales are $500,000 for a Research Program involving two collaborators (C1 and C2) and C1 contributed $10,000 (66.67%) and C2 contributed $5,000 (33.33%), C1 would receive $30,000 (which is its Cap, as its pro rata percentage of available Net Sales would be more than that at $33,333.33) and C2 a would receive $15,000 (which is its Cap, as its pro rata percentage of available Net Sales would be more than that at $16,666.67), and Rarebase would keep the remaining $455,000 of the Net Sales.

(c) As used herein, "*Product Revenue*" means either Licensing Revenue or Net Sales for a Research Program Product, as applicable. "*Licensing Revenue*" means all royalties or other remuneration actually received by Rarebase from a licensee in consideration for the out-licensing of rights to a Research Program Product, but excluding (i) any reimbursement received, or to be received, for expenses actually incurred by Rarebase for development, supply or similar services, but only to the extent incurred after the grant of the sublicense, (ii) any reimbursement received, or to be received, for patent costs actually incurred by Rarebase; (iii) any purchases of Rarebase's equity securities at or below fair market value, or (iv) any loans to made to Rarebase on bona fide commercial terms to the extent required to be timely paid. "*Net Sales*" mean Rarebase's invoice price to a third-party purchaser of a Research Program Product less returns, allowances or credits, rebates, excise, sales, use or value-added taxes, costs of packing, transportation and insurance, delivery charges, cash and trade discounts allowed, import duty, and commissions to agents.

7. (d) Rarebase may at any time, in its sole discretion, terminate its ongoing obligation to pay a share of Licensing Revenue to Collaborator by paying Collaborator a lump-sum cash payment equal to the (x) Cap minus (y) the aggregate amount of Product Revenue previously paid to Collaborator.

8. Limitation of Warranties.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, RAREBASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. COLLABORATOR ACKNOWLEDGES THAT THE RESEARCH PROGRAM(S) ARE SCIENTIFIC UNDERTAKINGS AND, CONSEQUENTLY, RAREBASE CANNOT GUARANTEE ANY PARTICULAR OUTCOME OR RESULT.

9. Limitation of Liability.

IN NO CASE SHALL RAREBASE'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT (INCLUDING ANY PROPOSAL OR RESEARCH PROGRAM), WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE THE ACTUAL FEES RECEIVED BY RAREBASE FROM COLLABORATOR UNDER THIS AGREEMENT IN CONNECTION WITH THE PROPOSAL(S) UNDER WHICH THE ACTIVITIES GIVING RISE TO SUCH LIABILITY WERE PERFORMED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Notices.

All notices and other communications given or made pursuant to this Agreement shall be in writing, shall be deemed effectively given upon actual receipt, and, other than reports given under Section 5(c) by email, sent by: (a) personal delivery, (b) registered or certified mail, return receipt requested, postage prepaid, or (c) (inter)nationally recognized express courier (such as FedEx, UPS, DHL). All communications shall be sent to the respective parties at the address set forth below, or to such other address as subsequently specified by a party by written notice given in accordance with this Section.

If to Collaborator:
Name: J. Michael Graglia
Address: 1270 Lincoln Ave, Palo Alto, CA 94301
Tel: 650.441.4191
Email: mike@syngapresearchfund.org

If to Rarebase:
Onno Faber
2882 Greer Road, Palo Alto, CA 94303
Tel: +1 (650) 398-0042

11. General.

(a) No provision of this Agreement shall be amended or modified except by written agreement executed by both parties. Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.

(b) Each party hereby agrees that each provision herein shall be treated as a separate and independent clause, the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein, and the unenforceable shall be reformed and construed by the appropriate judicial body to be enforceable to the maximum extent permitted under applicable law.

(c) This Agreement may not be assigned without the written consent of the other party; provided, however, either party may assign this Agreement in its entirety without such consent in connection with a merger, consolidation, or a sale or transfer of all or substantially all of the assets to which this Agreement relates of such party. Any attempted assignment in violation of this Section 11(c) shall be null and void. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assign, heirs, executors and administrators of the parties hereto.

(d) This Agreement and all matters and issues collateral thereto shall be governed by the laws of the State of Delaware, without regard to any conflict of law principles that would otherwise apply the law of any other jurisdiction. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

(e) This Agreement, which includes any and all Proposals and all exhibits, attachments, schedules and appendices hereto and thereto, contains the entire agreement between the parties hereto with respect to the subject matter hereof. All other negotiations and agreements (written or oral) between the parties regarding such subject matter are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein.

(f) In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than the payment of money) as a result of any act of God, fire, casualty, flood, war, terrorism, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, pandemic (including COVID-19), public health emergency, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("*Force Majeure Event*"), the affected party shall promptly notify the other party of the Force Majeure Event and such party's failure to perform shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

(g) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Neither party is authorized nor shall it have the power or authority to bind the other party or incur any liability or obligation, or act on behalf of the other party. At no time shall either party represent that it is an agent of the other.

(h) The parties do not intend the benefits of this Agreement to inure to any third party not a signatory hereto. Notwithstanding anything contained herein or any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim, or cause of action against either party by any person or entity not a party to this Agreement.

(i) This Agreement may be executed (including by means of industry standard signature software, such as DocuSign®) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including of a pdf) or other reliable electronic transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Research Collaboration Agreement to be binding and effective as of the Effective Date.

RAREBASE:

DocuSigned by:
BY: Onno Faber 9/7/2021
162F9BE280A84BC...

Name: Onno Faber

Title: CEO

COLLABORATOR:

DocuSigned by:
BY: Mike Graglia 9/7/2021
516E0294F4C7428...

Name: Mike Graglia

Title: Managing Director

Exhibit A

Initial Proposal