

BioDuro LLC
9601 Jeronimo Road,
Irvine CA 92618

DATE: MARCH 14,2024
EXPIRATION DATE: APRIL 14, 2024

To

Odyssey Therapeutics, Inc.
51 Sleeper Street
Boston MA 02210
United States

BUSINESS DEVELOPMENT CONTACT	PAYMENT TERMS
Ashok Bajji Senior Director, Business Development BioDuro-Sundia 801-809-2429 ashok.bajji@bioduro-sundia.com	<ul style="list-style-type: none">30 days from receipt of invoice

DESCRIPTION	QUANTITY	TIMELINE (W)	UNIT PRICE	LINE TOTAL
CAS#1260878-78-1	100 g	4	\$6,600	\$6,600
TOTAL				\$6,600

Notes:

- Delivery date is calculated from the receipt of the PO and excludes statutory holidays.
- General shipping and handling fees at ambient temperature for the delivery to the client in one single shipment will be paid by BioDuro, but client needs to pay the customs duties and taxes and the cost for any cold chain delivery if required.
- For quotes with multiple targets, BioDuro cannot guarantee delivery of all targets. The final invoice will only include the cost of completed targets.
- When shipping research materials to China, Client needs to pay costs for shipping and any related taxes and duties. Please note that customs duties in China are levied on an Ad Valorem basis, i.e. based on a percentage of the CIF value (cost, insurance and freight – Incoterms).
- See attached **Standard Terms and Conditions**

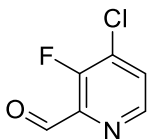
All prices are quoted per INCOTERMS 2010 FCA BioDuro Beijing/Shanghai/Jiangsu

BioDuro will schedule this project promptly upon receipt of your authorization, preferably in the form of purchase order. Please note that we are constantly receiving requests for new projects. Company policy dictates that we can commit resources and guarantee a start date only after receipt of an order

THANK YOU FOR YOUR BUSINESS!

APPENDIX

- **Compound Description:** CAS#1260878-78-1
- **Compound Structure:**



- **As measured by:**
 - ✓ ¹H NMR
 - ✓ LC/MS, with a run time of longer than 2 min
 - ✓ HPLC UV trace 214 nm and 254 nm
- **Additional Requirement:** None
- **Cost:**

Description	Quantity	Purity	Total Cost
CAS#1260878-78-1	100 g	>95%	\$6,600

BioDuro – Standard Terms and Conditions - Discovery

The following standard terms and conditions ("T&Cs") shall apply to this Agreement unless contradicted by the terms or conditions described in a Master Services Agreement or similar agreement ("Master Agreement") in effect between BioDuro and Client as of the Effective Date (if any), in which case the terms of the Master Agreement will control unless specifically stated otherwise in the Agreement:

1. **Introduction.** The parties hereto (each, a "Party" and together, "Parties") acknowledge and agree that these T&Cs shall govern the relationship between the Parties related to the services performed (the "Services") pursuant to this Quotation, Proposal, Statement of Work, Work Order, Project Addendum or similar agreement (the "Agreement") and are an essential part of the Agreement. Work will only commence upon BioDuro's receipt of a signed Agreement.
2. **Payment.** Client shall pay BioDuro for all Services in accordance with the rates for such Services as set forth in this Agreement. Client shall reimburse BioDuro for all expenses incurred in connection with the execution of the Agreement and the provision of Services on behalf of Client. Client shall pay each invoice within thirty (30) days of the invoice date unless otherwise specified in the Agreement. If payment is not received by BioDuro within such thirty (30)-day (or other specified) period, BioDuro shall provide notice to Client in writing of such unpaid invoice. Should Client fail to make payment to BioDuro on such unpaid amounts within ten (10) days of Client's receipt of such written notice, Client's nonpayment shall be considered in default. A late fee of 1.5% per month, retroactive to the invoice date, will be added to all unpaid invoices.
3. **Term.** This Agreement, of which these T&Cs are an essential part, has a term as set forth in the Agreement. This Agreement may be terminated by either Party with or without cause upon thirty (30) days prior written notice to the other Party. If the project which is the subject of this Agreement (each, a "Project") is terminated, BioDuro will submit an invoice for work completed to the date of notice, including without limitation any costs required to terminate the Project and this Agreement.
4. **Storage of Materials.** BioDuro will hold Client's testing articles, compounds, study samples, product, equipment, supplies and other Client materials (collectively, "Materials") for three (3) months after termination or completion of a Project at no additional cost to Client until further shipping or storage requests are made by Client, which will be at Client's sole cost and expense and will be charged separately. After three (3) months, Client will be charged for storage of such Material at BioDuro's then current rate. BioDuro reserves the right to refuse to store any Materials, in its sole discretion, at any time, unless otherwise specified in the Agreement. Client will be liable for all risk of loss or damage to the stored Materials. Upon reasonable request by Client, BioDuro may dispose of and/or destroy Materials at Client's sole cost and expense. To request long-term storage of Materials (i.e., beyond three (3) months), a formal written request from Client must be provided to BioDuro no later than the end of the second (2nd) month after completion or termination of the Project and additional fees may apply. Absent such request, BioDuro will automatically discard or otherwise dispose of all Materials without further notification to Client unless required by law or regulation.
5. **Retention of Study Records.** All study data and records in paper and/or electronic format concerning the conduct of a study will be retained in the BioDuro archives for a period of two (2) years following issuance of the final report. If more than two (2) years' study records retention is required, Client must inform BioDuro within sixteen (16) months after completion or termination of the Project and additional fees may apply. Notwithstanding the foregoing, the study records may be retained by BioDuro as required by applicable law or as otherwise necessary for regulatory or insurance purposes.
6. **Change Orders/Amendments.** Any changes to this Agreement (including the payment schedule) shall be subject to mutual written agreement by and between the Parties (each, a "Change Order"). In the event a change to this Agreement is necessary, work may cease until a Change Order is signed by both Parties unless mutually agreed otherwise.
7. **Additional Charges.** Additional charges may be assessed (e.g., material usage fees, hazardous handling fees, sample destruction fees, materials inventory fees) in connection with the Services.
8. **Intellectual Property.**
No License. Neither anything contained herein, nor the delivery of any information to a Party hereto, shall be deemed to grant the receiving Party any right or license under any patent or patent application or to any know-how, technology or invention of the disclosing party.

Client Property. Subject to the terms described below and subject to the timely payment of all amounts due to BioDuro by Client, BioDuro hereby assigns to Client all rights BioDuro may have in any invention, technology, know-how or other intellectual property directly relating to a Project which is (i) a direct and sole result of BioDuro's provision of the Services and not otherwise excluded below, or (ii) specifically set forth as a deliverable under the Agreement ("Client Property").

BioDuro shall assist Client, at Client's sole cost and expense, in obtaining or extending protection therefor; including, without limitation, facilitating Client's payment of any remuneration to a BioDuro inventor as may be desired or required by law. BioDuro warrants that it has and will continue to have agreements with its agents to effect the terms of this section. For the avoidance of doubt, Client Property shall not include any general methodologies, processes, compositions, dosage forms, formulations, and delivery mechanism that can be used to develop products other than those contemplated herein, if developed or created by an employee or contractor of BioDuro in the course of performing the Services (collectively, "Developed BioDuro Know-How"), and BioDuro will retain ownership of all Developed BioDuro Know-How, including all intellectual property rights therein.

BioDuro Property. Client acknowledges and agrees that BioDuro possesses certain inventions, processes, technology, know-how, trade secrets, improvements, other intellectual property and assets, including, without limitation, those related to business or product plans or proposals, marketing strategies, standard operating procedures, data, composition of matter, research, experimental results, personnel data, financial information and conditions, pricing information, customer information, supplier/vendor information, raw materials, data collection and data management processes, laboratory analyses, analytical, biotechnology and clinical methods, procedures and techniques, computer technical expertise and software (including code) which have been independently developed without the benefit of any information provided by Client (collectively, "BioDuro Property"). Client and BioDuro agree that any BioDuro Property or revisions, improvements or enhancements thereto shall be the sole and exclusive property of BioDuro, and Client shall have no rights, title and interest to such BioDuro Property.

9. Indemnification.

By Client. Client shall indemnify, defend, and hold harmless BioDuro, BioDuro's affiliates and their agents ("BioDuro Indemnitees") from and against any and all damages, liabilities, losses, fines, penalties, settlement amounts, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, expert witness fees, court costs, and amounts incurred by BioDuro Indemnitees under indemnity obligations imposed upon it by a third party provider to a Project where such third party provider has been approved by Client, incurred in connection with any claim, demand, action, proceeding, investigation or hearing (collectively, a "Claim") directly or indirectly relating to or arising from this Agreement or any Services provided by BioDuro Indemnitees hereunder, including but not limited to, Project related Services provided by BioDuro at the request of Client yet prior to finalization of the Agreement; provided however, that Client shall have no obligation of indemnity hereunder with respect to any Claim which arose from the gross negligence, intentional misconduct or material breach of Agreement on the part of BioDuro or its agents.

By BioDuro. BioDuro shall indemnify, defend and hold harmless Client from and against any and all damages, liabilities, losses, fines, penalties, settlement amounts, cost and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witnesses and court costs, incurred in connection with any Claim arising from the gross negligence, intentional misconduct, or material breach of this Agreement of BioDuro or its agents; provided however, that BioDuro shall have no obligation of indemnity hereunder with respect to any Claim which arose from the negligence, intentional misconduct or material breach of this Agreement on the part of Client or its agents.

10. **Limitation on Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OR THE TERMINATION HEREOF) OR ANY CHANGE ORDER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR ANTICIPATED SALES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY CHANGE ORDER, THE TOTAL LIABILITY, IN THE AGGREGATE, OF BIODURO AND ITS AGENTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY OR THROUGH CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL DIRECT FEES RECEIVED BY BIODURO UNDER THIS AGREEMENT.
11. **Governing Law; Dispute Resolution.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws provisions. The Parties hereby agree to submit any dispute arising hereunder to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in San Diego, California. The decision of the arbitrator or arbitration panel shall be final and binding upon the parties hereto and shall be enforceable by any court of competent jurisdiction.
FOR AGREEMENTS BETWEEN CHINESE ENTITIES ONLY (both Parties): This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without reference to the conflict of laws and the laws of Hong Kong, Macao and Taiwan. Any dispute arising under this Agreement, which cannot be settled amicably by the Parties, will be submitted for arbitration to Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for binding arbitration conducted in accordance with SHIAC's then prevailing rules and procedures.
12. **Force Majeure.** If either Party shall be delayed, hindered, or prevented from the performance of any act required hereunder by reason of strike, lockouts, labor troubles, restrictive governmental or judicial orders or decrees, riots, insurrection, war, acts of God, inclement weather, pandemic, or other cause beyond such Party's reasonable control (each, a "Disability"), then performance of such act shall be excused for the length of time necessary to cure such Disability and resume performance. A Party shall not be liable for any delays resulting from a Disability, and any affected timelines shall be extended for a period at least equal to that of the Disability. The Party incurring the Disability shall provide notice to the other of the commencement and termination of the Disability.
13. **Assignment and Subcontracting.** This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, that (i) a Party hereto may assign this Agreement to a successor-in-interest to the Party's business and (ii) BioDuro may assign this Agreement or subcontract all or part of the Services to be performed hereunder to BioDuro Affiliates. "BioDuro Affiliates" shall mean entities which can provide the Services and which controls, is controlled by or is under common control with BioDuro or BioDuro's parent company. In the event any of the Services shall be performed by a BioDuro Affiliate, such BioDuro Affiliate may be the contracting party to this Agreement and all references to BioDuro herein shall be deemed to refer to the contracting BioDuro Affiliate.
14. **Confidentiality.** This Agreement and all information provided or disclosed in connection herewith shall be deemed the Confidential Information of the disclosing Party and will be subject to the confidentiality terms contained in a separate confidentiality agreement, master services agreement, or similar agreement between the Parties.
15. **The terms of this Agreement are valid for 30 days from the date indicated on the cover page, with the exception of any terms contained in these Terms and Condition that, by their nature, should be reasonably expected to survive the expiration of such 30-day period.**