Fill in this information to identify the case:

Debtor Nine Square Therapeutics, Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 26-10001

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Biognosys AG

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Biognosys AG Bruker Corporation Bruker Business Support Center Emilii Plater 53 Warsaw, Poland 00-113, Poland	
Contact phone 48 224707-485	Contact phone _____
Contact email ARBiognosys@biognosys.com	Contact email _____
(see summary page for notice party information)	

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____



26100012611030000000000001

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 105,669.44 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Services Performed

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



26100012611030000000000001

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/03/2026
MM / DD / YYYY

/s/Kevin Polansky
Signature

Print the name of the person who is completing and signing this claim:

Name: Kevin Polansky
First name | Middle name | Last name

Title: Attorney for Creditor

Company: Biognosys AG
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26100012611030000000000001

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic 866-927-7091 | International 310-751-2657

Debtor:
26-10001 - Nine Square Therapeutics, Inc.
District:
District of Delaware

Creditor:
Biognosys AG
Bruker Corporation
Bruker Business Support Center
Emilii Plater 53
Warsaw, Poland, 00-113
Poland
Phone:
48 224707-485
Phone 2:
Fax:
Email:
ARBiognosys@biognosys.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
Kevin Polansky
One Financial Center
Suite 3500
Boston, MA, 02111
USA
Phone:
617-217-4720
Phone 2:
Fax:
E-mail:
kevin.polansky@nelsonmullins.com

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Services Performed

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
105,669.44

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No

Amount of 503(b)(9):
No

Based on Lease:
No

Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Kevin Polansky on 03-Nov-2026 10:11:31 a.m. Pacific Time
Title:
Attorney for Creditor
Company:
Biognosys AG

VN: F718CF8CF8C2018E8FEE32FE56D0C142

Fill in this information to identify the case:

Debtor 1: Nine Square Therapeutics, Inc.

Debtor 2 (Spouse, if filing): _____

United States Bankruptcy Court for the: District of Delaware

Case number: 25-12177 (LSS)

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

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Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Biognosys AG
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor: Bruker Corporation

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Kevin P. Polansky Name	Nataliia Foka Name
One Financial Center, Suite 3500 Number Street	Emilii Plater 53, 00-113 Number Street
Boston MA 02111 City State ZIP Code	Warsaw, Poland City State ZIP Code
Contact phone 617.217.4720	Contact phone +48 224707-485
Contact email kevin.polansky@nelsonmullins.com	Contact email ARBiognosys@biognosys.com

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 105,669.44 . **Does this amount include interest or other charges?**

☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Services Performed

9. **Is all or part of the claim secured?**

☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**

☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No
☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/03/2026
MM / DD / YYYY

/s/ Kevin Polansky
Signature

Print the name of the person who is completing and signing this claim:

Name: Kevin P. Polansky
First name Middle name Last name

Title: Attorney for Creditor

Company: Biognosys AG
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: One Financial Center, Suite 3500
Number Street

Boston MA 02111
City State ZIP Code

Contact phone 617.217.4720 Email kevin.polansky@nelsonmullins.com

Print | Save As... | Add Attachment | Reset

DocuSign Envelope ID: EBD400E7-5E08-43F3-963F-9C023A7328AE

Master Services Agreement

This Master Services Agreement ("Agreement") is made on the last day of signing hereinbelow by and between:

(1) Nine Square Therapeutics Corporation, having an address at 285 East Grand Ave, South San Francisco, CA 94080 (hereinafter referred to as "Company");

and

(2) Biognosys AG, having an address at Wagistrasse 21, 8952 Schlieren, Switzerland (hereinafter referred to as "Provider");

which are also each referred to hereinafter as a "Party" and which are also collectively referred to hereinafter as the "Parties";

WHEREAS:

(a) Provider has developed, maintains, and owns a proprietary platform, and associated protocols, methods and procedures, enabling protein profiling and data analysis thereof based on organic samples or other substances (collectively, the "BGS Platform"). Provider offers protein profiling, data analysis and certain other services based on its proprietary BSG Platform to third party customers.

(b) Company is interested in engaging Provider to carry out on its behalf certain protein profiling and data analysis research services, which such research services will be mutually agreed between the Parties and which will be specified in the Work Order(s) to this Agreement; and

(c) Provider and Company wish to make further arrangements on the performance of the research services by Provider, including the use of Company's materials and proprietary and/or confidential information by Provider, as well as the rights to the results and deliverables from said research services, which arrangements are as outlined and subject to the further terms and conditions herein;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is mutually agreed by and between the Parties as follows:

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Article 1: Definitions

1.1. *"Company Materials*" shall mean the materials provided by Company to Provider pursuant to this Agreement. For the avoidance of doubt, such Company Materials shall include in particular, but without limitation, the biological samples to be analyzed by Provider.

1.2. "*Confidential Information*" shall have the meaning set forth in Article 5 of this Agreement.

1.3. "*Deliverables*" shall mean the Deliverables from the Services, which deliverables shall be mutually agreed between the Parties and which are as specified in the Work Order(s).

1.4. "*Effective Date*" shall mean the date of the last signature hereto.

1.5. "*Inventions*" shall mean any results, inventions, improvements, further developments and/or modifications, whether patentable or not, that are made, generated, conceived and/or reduced to practice by Provider in performing the Services.

1.6. "*Work Order"* shall have the meaning set forth in Article 2 of this Agreement.

1.7. "*Services*" shall mean the protein profiling and data analysis services performed by Provider on behalf of Company, which protein profiling and data analysis services are as specified in the Work Order(s).

1.8. "*Know-how*" means all information not in the public domain including ideas, discoveries, inventions, data, formulae, techniques, procedures for experiments and tests, designs, sketches, records, biological and chemical materials, and analyses and interpretations of information that is not in the public domain.

1.9. A reference to "writing" or "written" includes faxes and e-mails.

1.10. Plural shall mean singular and vice versa.

Article 2: Services

2.1. The purpose of this Agreement is to establish an on-going services arrangement between Company and Provider for the provision of certain services as further described in a separate Work Order. Each specific project for which Company wishes to engage Provider to perform Services shall be covered by a separate Work Order as mutually agreed to and executed by Provider and Company (each, a "Work Order"). A form of Work Order is provided in Exhibit A hereto.

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2.2. Each fully executed Work Order shall be annexed to this Agreement as a specially numbered Work Order (e.g., Work Order No. 1, Work Order No. 2, etc.) and shall become part of this Agreement.

2.3. Subject to the further terms and conditions of this Agreement, Provider agrees to use commercially reasonable efforts (1) to perform the Services on behalf of Company in accordance with the Schedules of the Work Order(s); and (2) to provide Company with the Deliverables in accordance with the Schedules of the Work Order(s).

2.4. The Work Order(s) and any amendments thereof shall be mutually agreed in writing between Provider and Company, and shall at least contain:

a) a description of the Services and timelines;

b) a description of the Company Materials to be provided by Company to Provider;

c) the Deliverables to be provided by Provider to Company; and

d) the payment(s) to be made by Company to Provider in accordance with Article 4 of this Agreement.

2.5. Provider agrees that the Company Materials are and shall remain proprietary to, and are and shall remain the sole property of, Company.

2.6. Company shall ensure that the Company Materials delivered to Provider are correct, unaltered during transportation and suitable for processing and use by Provider in accordance with this Agreement. Provider shall not be liable for any failure or delay in performing the Services that results from a delay or failure of Company to provide the Company Materials in accordance with this Agreement. Any specific storage and handling conditions to be observed by Provider when storing and handling Company Materials shall be specified in the applicable Work Order; absent such specification, Provider will store and handle Company Materials in accordance with Provider's own standard processes and guidelines.

2.7. Provider agrees to use the Company Materials solely for the purposes of providing the Services and thus agrees not to use the Company Materials for any other purpose without prior written approval of Company. NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT PROVIDER SHALL NOT USE THE COMPANY MATERIALS IN OR IN ANY CONNECTION WITH HUMAN SUBJECTS (WHETHER FOR RESEARCH PURPOSES, CLINICAL TRIALS, DIAGNOSTIC PURPOSES, PROPHYLACTIC PURPOSES, THERAPEUTIC PURPOSES OR ANY OTHER PURPOSE), NOR IN OR FOR ANY RESEARCH INVOLVING HUMAN SUBJECTS, WITHOUT EXPRESS AND

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SEPARATE PRIOR WRITTEN PERMISSION OF COMPANY, SUCH TO BE GIVEN OR DENIED AT THE SOLE DISCRETION OF COMPANY.

2.8. Provider agrees not to disclose, transfer or otherwise make available any of the Company Materials to any third party or entity without prior written approval of Company.

2.9. Provider agrees not to reverse engineer, analyze or otherwise determine the structure of the Company Materials, nor to attempt to do so, directly or indirectly through the use of a third party, except as expressly provided in a Work Order.

2.10. Provider agrees that it shall not perform the Services with any third party or entity without prior written approval of Company.

2.11. Provider agrees that it shall perform the Services, and that it shall store, use and, where applicable, dispose of the Company Materials, solely within its own premises, except that Provider may use a third party provider to transfer into tubes certain Formalin-fixed, paraffin-embedded (FFPE) slices of the Company materials mounted on glass slides, provided that Provider will notify Company in writing and in advance of the identity of such third party provider, will bind such third party provider to terms consistent with the applicable Work Order and this Agreement, and will be responsible for such third party provider's performance as if the same were conducted by Provider itself hereunder.

Article 3: Deliverables and Inventions

3.1. Provider acknowledges and agrees that any and all Deliverables and Inventions shall be proprietary to Company, and thus that all rights, title and interest to any and all Deliverables and Inventions shall vest in Company. Provider shall promptly disclose all Inventions to Company. Article 5.4 shall apply. Company grants to Provider a non-exclusive, non-sublicensable, non-transferrable, license to the know-how generated in the Deliverables and Inventions for the sole purpose of improving its products and services and for no other purpose. All confidentiality obligations under this agreement will continue to apply to said know-how at all times.

3.2. Company shall have the right, at Company's sole discretion and expense, to apply for and to obtain intellectual property rights (including but not limited to patent applications and patents) to any and all Deliverables and Inventions. Provider shall assign to Company, and shall ensure that its officers, employees and agents shall assign to Company, any and all rights that Provider and its officers, employees and/or agents may

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have to Deliverables and Inventions. Provider shall further assist Company, and shall ensure that its officers, employees and agents shall assist Company, with the filing, obtainment of and maintenance of such intellectual property rights for Deliverables and Inventions by executing all papers and instruments and by making all rightful oaths and declarations as may be necessary for the drafting, filing, assignment, prosecution and maintenance thereof, such upon request by Company. Provider agrees that it shall be solely responsible for the payment of any and all compensation that its officers, employees or agents are or may be entitled to under any applicable agreement or law as inventor of any Deliverables or Inventions and/or in consideration of the assignment of their rights to any Deliverables or Inventions to Company. Provider warrants and represents that it shall pay such compensation promptly upon the date that the same may become due, and agrees to indemnify Company, its shareholders, directors, employees, agents and assigns, and each and all of them, against, and to hold them harmless from, any action or claim made against them for any such compensation.

3.3. Other than for the purposes of performing the Services or as expressly provided in this Agreement, nothing in this Agreement grants or shall be construed to grant to Provider any right or any license to the Deliverables, to any Inventions, to any intellectual property rights filed for or obtained by Company pursuant to Article 3.2, or to any part of any of the foregoing; nor to grant to Provider any claim or option to any such right or license.

3.4. Provider grants to Company a perpetual, non-exclusive, non-royalty bearing worldwide right under any intellectual property that Provider owns or controls at the date the Deliverables are provided to Company to the extent necessary and for the sole purpose to enable the Company to use the Deliverables for their intended purpose.

Article 4: Payments

4.1. In consideration of (1) Provider providing the Deliverables and the final report to Company; and (2) the further rights and licenses granted by Provider to Company hereunder; Company agrees to pay to Provider the amount(s) according to the payment schedule as set forth in the Work Order(s), which will be mutually agreed between the Parties.

4.2. Any payments pursuant to Article 4.1 shall be made in US Dollars within 30 (thirty) days from receipt by Company of a written invoice, which invoice shall specify the Services to which said invoice relates, the amount(s) payable, and the bank account

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number to which payment should be made. Provider shall send such invoices in accordance with the payment schedule(s) set forth in the Work Order(s).

4.3. All wire transfer costs incurred are responsibility of the entity making the payment.

4.4. Any payment under this Agreement that is not paid on or before the due date shall bear a five (5) percent annual interest rate, calculated on the number of days the payment is late.

Article 5: Confidentiality

5.1. The Parties acknowledge that for the purposes of this Agreement, it may be necessary for a Party to provide the other Party with, and/or for the Parties to exchange, certain information that is of a confidential and/or of a proprietary nature.

5.2. In accordance with Article 5.1, for the purposes of this Agreement, the term "*Confidential Information*" shall mean any and all information that is disclosed or otherwise made available by or on behalf of a Party (also referred to as the "*Disclosing Party*") to the other Party (also referred to as the "*Receiving Party*") during the term of this Agreement and/or that otherwise comes into the possession of the Receiving Party from the Disclosing Party or on its behalf during the term of this Agreement.

Said information may be in any form, including but not limited to written form, graphic form, oral form, physical form and/or digital form; and may include, but is not limited to:

a) information on the Disclosing Party and/or on the Disclosing Party's business, including but not limited to financial data, commercial data, business and/or scientific proposals, and/or information on negotiations (including but not limited to any negotiations between the Parties); and

b) scientific and/or technical knowledge, including but not limited to know-how, procedures, protocols, results, data, formulae, representations, algorithms, computer programs, technical drawings and/or designs, and/or information on modifications, further developments, improvements and/or inventions (whether patentable or not).

5.3. Notwithstanding Articles 5.1 and 5.2, it is understood and agreed that the term Confidential Information as used in this Agreement shall not include any information for which the Receiving Party can demonstrate, by means of its written records, that such information:

DocuSign Envelope ID: EBD400E7-5E08-43F3-963F-9C023A7328AE

a) was already in the possession of the Receiving Party prior to the disclosure of said information to the Receiving Party by or on behalf of the Disclosing Party;

b) which is or later becomes public knowledge other than through breach of any provision of this Agreement by the Receiving Party and/or through the fault of the Receiving Party;

c) was disclosed to the Receiving Party on a non-confidential basis by an independent third party, which independent third party was also not under any obligation of confidentiality to the Disclosing Party with respect to said information; or

d) was independently developed by the Receiving Party without use of or reference to Confidential Information.

5.4. Notwithstanding Articles 5.1 and 5.2, it is understood and agreed that the Deliverables, any Inventions and any and all information and documents relating thereto shall constitute Confidential Information and that for the purposes of this Agreement, Company shall be deemed the Disclosing Party thereof and Provider shall be deemed the Receiving Party thereof.

5.5. Each Party acknowledges that any and all Confidential Information received under this Agreement from the other Party is and shall remain proprietary to the other Party.

5.6. Each Party agrees, for a period of at least 5 (five) years from the Effective Date, to keep confidential and to utilize its reasonable commercial efforts (which at a minimum shall be no less than the efforts that said Party makes with respect to its own confidential information) to protect and preserve the confidential status of any and all of the Confidential Information received from the other Party. Consequently, each Party agrees, for a period of at least 5 (five) years from the Effective Date, not to disclose or otherwise make available to any third party the Confidential Information received from the other Party, and/or any part(s) thereof, without prior written permission of said other Party.

5.7. Each Party agrees to use the Confidential Information received from the other Party solely for the purposes of this Agreement, and thus agrees not to use the Confidential Information received from the other Party, or any part(s) thereof, for any other purpose without prior written approval of the other Party.

5.8. The obligations of confidentiality that arise out of this Agreement shall not apply to the extent that a Party shall be required, by order or regulation of a governmental agency or court of competent jurisdiction, and as evidenced by said Party's written records, to

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disclose the Confidential Information received from the other Party, or any part(s) thereof, to said governmental agency or court of competent jurisdiction, provided that that the Receiving Party will, to the extent legally permissible, provide the Disclosing Party with prompt notice of such request(s) so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this Agreement.

Article 6: Term and Termination

6.1 This Agreement is deemed to have entered into force on the Effective Date and shall remain in full force and effect until the fifth anniversary of the Effective Date, unless earlier terminated as provided in Articles 6.2 and 6.3.

6.2 This Agreement may be terminated (1) at any time by mutual written agreement between the Parties or (2) by Company upon 30 (thirty) days' written notice. Termination pursuant to this Article 6.2 shall not affect the rights and obligations (including but not limited to the right to receive or the obligation to make any payments) on the part of either Party which have accrued prior to the date of such termination.

6.3 If a Party defaults in the performance of, or fails to be in compliance with, any material provision, condition or covenant of this Agreement, and any such default or non-compliance shall not have been remedied to the reasonable satisfaction of the other Party within 60 (sixty) days after receipt by the defaulting Party of a pertinent written notice by said other Party, said other Party shall have the right, at its sole discretion, either (1) to defer, upon written notice to the defaulting Party, the performance of its obligations under this Agreement until such time that such default or non-compliance has been remedied, or (2) to forthwith terminate this Agreement in writing. Termination pursuant to this Article 6.3 shall not affect the obligations (including but not limited to any obligation to make any payments) on the part of either Party that have accrued prior to the date of such termination.

6.4 Upon termination of this Agreement, each Party shall, upon written request by the other Party, immediately return to the other Party or destroy any and all copies of all documents and all electronic files describing or containing Confidential Information, and if such documents and/or electronic files are destroyed, promptly provide the other Party with written confirmation thereof; provided that said Party may retain one copy of the Confidential Information in its legal records solely to ensure its continuing compliance with its obligations hereunder.

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6.5 Further to Article 6.4, upon termination of this Agreement, Provider shall:

a) immediately cease any and all use of the Company Materials; and

b) immediately return to Company or, at the written request of Company, destroy any remaining supplies of Company Materials, and if such remaining supplies are destroyed, promptly provide Company with written confirmation thereof.

6.6 The following Articles shall survive termination of this Agreement for any reason: 2.5 to 2.10, 3, 5, 7, 8 and 9; as well as those rights and/or obligations that by their intent or meaning have validity beyond the termination of this Agreement.

Article 7: Representations and Warranties

7.1 Each Party warrants and represents that it is entitled to enter into this Agreement and to meet any and all of the obligations that may arise on its part out of this Agreement.

7.2 Company represents and warrants to Provider that it may provide the Company Materials to Provider, and that the use of the Company Materials in accordance with this Agreement and any instructions and directions given by Company pertaining to the use or handling of the Company Materials or provision of Services is lawful and will not violate, infringe or misappropriate any third party intellectual property right.

7.3 Provider warrants and represents that (a) it shall use its commercially reasonable efforts to carry out the Services and to provide Company with the Deliverables in accordance with the Schedules of the Work Order(s) and (b) the Services and Deliverables shall not infringe upon the proprietary rights of any third person or entity.

HOWEVER, IT IS UNDERSTOOD AND AGREED, AND COMPANY ACCEPTS, THAT PROVIDER MAKES NO REPRESENTATIONS AND ALSO DOES NOT EXTEND ANY WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED HEREIN, AS TO THE OUTCOME OF THE SERVICES, NOR TO THE DELIVERABLES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7.4 Provider further warrants and represents that:

a) in performing the Services, it shall comply with all applicable laws and regulations, including but not limited to environmental laws and regulations; and

b) it shall handle, store and where applicable dispose of all Company Materials with the highest degree of care with regard to toxicological and environmental dangers associated therewith and in accordance with the applicable laws, rules, regulations and directives of applicable authorities; and that proper procedures

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are in place and shall be observed in order to ensure such proper handling of the Company Materials; and that all Company Materials shall be made available only to officers, employees or agents of Provider adequately trained in such procedures.

7.5 Each Party acknowledges and agrees that any and all materials that it may receive from the other Party pursuant to this Agreement (including but not limited to the Company Materials and any materials included in the Deliverables):

a) are experimental in nature and may not have been fully researched; are provided "as is"; and/or may have hazardous properties; and

b) are, as of the moment said Party takes receipt thereof, provided to it and subsequently used by it entirely at its own risk and without any liability to the other Party.

7.6 Each Party agrees to indemnify the other Party and its shareholders, directors, employees, agents and assigns (and each and all of them) against, and to hold the same harmless from, any third-party action, claim or liability (including, without limitation, liability for death, personal injury, property damage or product liability) to the extent arising out of (i) in the case where Company is the first mentioned Party, Company's use of the Deliverables or Inventions; (ii) in the case where Provider is the first mentioned Party, Provider's use of the know-how generated in the Deliverables or Inventions pursuant to Article 3.1 above; (iii) the first mentioned Party's breach of warranty or this Agreement, misrepresentation, willful misconduct or gross negligence; or (iv) injuries to persons or damages to property which occur on the first mentioned Party's premises. This Article 7.6 shall not apply to the extent such third party action, claim or liability arises from the gross negligence, willful misconduct and/or breach of warranty by the other Party, in which case the other Party shall indemnify to such extent the first mentioned Party and its shareholders, directors, employees, agents and assigns (and each and all of them), and shall hold the same harmless from, any third-party action, claim or liability (including, without limitation, liability for death, personal injury, property damage or product liability) arising therefrom.

A Party intending to claim indemnification under this Agreement ("**Indemnitee**") shall promptly notify the indemnifying Party ("**Indemnitor**") in writing of any third party action, claim or liability in respect of which the Indemnitee intends to claim such indemnification; provided, however, that the failure to provide such prompt notice shall not affect a Party's rights to indemnification if and insofar as such failure to deliver

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notice does not prejudice the Indemnitor's ability to defend the claim. The Indemnitee shall cooperate with the Indemnitor in the defense of the Claim, and the Indemnitor shall have the right to control the defense and/or settlement of the Claim. The Indemnitor will not be liable for any Liabilities associated with the settlement of any Claim against the Indemnitee unless the Indemnitor has received prior notice of the settlement and has agreed in writing to the terms of the settlement.

Article 8: Liability

8.1 Neither Party shall in any case be liable for any indirect, incidental or consequential damages (including without limitation, lost business or profits, loss of data or loss of use of equipment). Provider shall not be liable to Company for any claims, costs or damages that may result, directly or indirectly, out of the use of the research results, except to the extent caused by gross negligence and/or due to willful misconduct of Provider or as otherwise expressly provided herein.

8.2 Each Party's aggregate total liability under or in relation to this Agreement, whether in contract, tort or otherwise, shall be limited to the Payments made hereunder in the twelve (12) month period immediately preceding the event giving rise to such liability.

8.2 The limitations on liability contained in Article 8.1 shall not apply with respect to an obligation of a Party to indemnify the other Party pursuant to Article 6.

Article 9: Miscellaneous

9.1 Other than expressly provided for in this Agreement, nothing in this Agreement grants or shall be construed to grant to any Party any right and/or any license to any intellectual property right or to any application for any intellectual property rights (including but not limited to patent applications or patents) that are held by and/or that are in the name of the other Party, nor to any Confidential Information that said Party has received from or on behalf of the other Party. Also, nothing in this Agreement grants or shall be construed to grant any claim or option to any right or license referred to in this Article 9.1.

9.2 Unless expressly provided otherwise herein, nothing in this Agreement gives either Party the right to use the name of the other Party in any manner without prior written consent of said other Party.

9.3 The Parties are and shall be deemed independent contractors under this Agreement. Consequently, nothing in this Agreement is intended or may be construed to establish a

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partnership or joint venture between the Parties and neither Party shall have the authority (actual or apparent) to bind the other Party. Unless expressly provided otherwise herein, each Party shall bear its own expenses incurred in performing its obligations under this Agreement.

9.4 This Agreement (including any and all of its Work Order(s)) represents the entire understanding between the Parties with respect to the subject matter hereof. This Agreement shall not bind any of the Parties to reach or conclude any further agreements. Any amendments to this Agreement and/or to its Work Order(s) shall be made in writing and shall only become effective upon signing by both Parties.

9.5 In the event there is a conflict between the terms and conditions of this Agreement and any Work Order or other document attached hereto or thereto, the terms and conditions contained in this Agreement shall prevail, except if and to the extent expressly provided in a Work Order and with reference to this Article 9.5.

9.6 This Agreement shall be binding upon the legal successors of the Parties. Neither Party shall be allowed to assign or transfer any of its rights or obligations hereunder without prior written permission of the other Party; provided that (i) each Party may, at its sole discretion but upon prior written notification to the other Party, assign the benefit of this Agreement to its legal successor in connection with a merger or similar reorganization of, or in connection with the sale of all or substantially all of the assets or stocks in, the business to which this Agreement relates, and (ii) Company may, at its sole discretion but upon prior written notification to Provider, assign the benefit of this Agreement to any affiliate(s) of Company, whereupon in any such instance this Agreement shall inure to the benefit of and be binding upon such legal successor or permitted assignee. For purposes of the immediately preceding sentence, Company affiliates shall mean and include any person or entity controlling, controlled by or under common control with Company, whether directly or indirectly.

9.7 The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof. It is further the intention of the Parties that in lieu of each such provision which is invalid, illegal, or unenforceable, there be substituted or added as part of this Agreement, a provision that shall be as similar as possible in economic and business objectives as intended by the

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Parties but that shall be valid, legal, and enforceable, and shall be mutually agreed by the Parties.

9.8 This Agreement may be executed in several counterparts, each of which shall be deemed to be original and each of which shall constitute one and the same Agreement. This Agreement may be executed by electronic signature.

9.9 The headings in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer, nor in any way determine or influence the interpretation thereof. The Parties agree that in the event of any dispute concerning the interpretation or construction of this Agreement or any of its provisions, no presumption shall exist with respect to the Party that initially drafted this Agreement or first proposed said provision. The Parties each agree they have had ample opportunity to influence the choice of language and terms used in this Agreement.

9.10 Neither Party shall be responsible or liable for any delay, default or failure of it to perform its obligations under this Agreement by reason of any matter or occurrence outside its reasonable control (including, without limitation, fire, floods, earthquakes, natural disasters, epidemics, embargoes, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, laws, regulations or other restrictions by any governmental authority), provided that such Party, as soon as practicable, gives written notice to the other Party specifying the matters giving rise to such delay, default or failure, together with such evidence as it can reasonably give and specifying the period for which it is estimated such default, delay or failure will continue, and promptly resumes performance of its obligations as soon as it is reasonably able to do so.

9.11 Failure of any Party to assert and/or enforce any of its rights under this Agreement will neither be construed nor act as a waiver by said Party to later assert and/or enforce said right relative to the particular situation involved.

9.12 Any notice required by and/or sent under this Agreement shall be in writing and shall be sent by pre-paid, first class, certified mail, addressed to:

For Provider: Att: Kora Knuchel, Chief IP and Legal Officer, Biognosys AG, Wagistrasse 21, 8952 Schlieren, Switzerland. With a copy to bgslegal@biognosys.com

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For Company: Att: Sethu Sankaranarayanan, Vice President and Head of Translational Sciences, Nine Square Therapeutics, 285 East Grand Avenue, South San Francisco, CA 94080, USA.

or to such other address as a Party may designate in writing to the other Party in the manner provided in this Article 9.12.

9.13 This Agreement shall be governed by and construed according to the laws of the State of Delaware, USA. Any action(s) that may arise out of this Agreement shall be brought before a competent court of adequate jurisdiction in State of Delaware, USA.

9.14 Any controversy, claim or dispute that may arise out of this Agreement shall first be submitted to senior management of both Parties, who shall in good faith use their best efforts to resolve said controversy, claim or dispute within 30 (thirty) days from the date said controversy, claim or dispute is first submitted.

9.15 The undersigned represent that they are authorized to sign this Agreement on behalf of the Parties hereto.

***

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IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date:

NINE SQUARE THERAPEUTICS CORPORATION.
(“COMPANY”)

By: DocuSigned by: Robert Paul CCD9396A2CE3404...
Name: Robert Paul

Title: CEO

Date: Jul-24-2023 | 11:49 AM PDT

BIOGNOSYS AG
(“PROVIDER”)

By: DocuSigned by: Jakob Vowinckel DA7EDE3A300841D...
Name: Jakob Vowinckel

Title: Chief Officer of Scientific Operations

Date: Jul-25-2023 | 12:58 AM PDT

By: DocuSigned by: Claire Kowarsky 8B5A215308B24FE...
Name: Claire Kowarsky

Title: Contracts Attorney

Date: Jul-25-2023 | 2:10 AM PDT

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EXHIBIT A

FORM OF WORK ORDER

SCHEDULE I – Services & Deliverables

[Description of Services]
[Description of Deliverables]
[Description of applicable quality standard]

SCHEDULE II – Company Materials

[Description of Company Materials to be provided to Provider for use in Services]

SCHEDULE III – Payment Terms and Conditions

[Terms and conditions of payment for Services, including payment schedule]

NINE SQUARE THERAPEUTICS CORPORATION. ("COMPANY")	**BIOGNOSYS AG ("PROVIDER")**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	By:
	Name:
	Title:
	Date:

Bill To: Nine Square Therapeutics, Inc.
285 East Grand Avenue
Suite 2200
South San Francisco, CA 94080
AP Phone: 000-000-0000
AP Email: AP@ninesquaretx.com

NINE SQUARE

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES
BILLS OF LADING AND PACKAGES

PO # **5698**

Date: 3/4/2025

Vendor: Biognosys AG
Wagistrasse 21
Schlieren, Switzerland 8952
Account Number: N/A

Ship To: Nine Square Therapeutics, Inc.
285 East Grand Avenue
South San Francisco, CA 94080
Attn: Jacob Eriksen

Ship Via	FOB	Prepaid Freight	Delivery Date	Terms
FEDEX	Destination	Prepay & Add	3/11/2025	Net 30

Buyer	Requisitioner
Jacob Eriksen, jeriksen@ninesquaretx.com, 4155193101	Jacob Eriksen, jeriksen@ninesquaretx.com, 4155193101

Line	Qty	U/M	Item Code/Description	Unit Price	Amount	Tax
1	1.00	EA	Part# QRS5298 Desc: MS proteomics 8h plasma and brain samples from TRPML1 KO study. TOVO-001-BTBA-MS-U Need On or Before: 3/11/2025 Delivery Date: 3/11/2025	26,078.00	26,078.00	Yes

Total	USD 26,078.00

Order Notes to Supplier:

Please email all invoices and electronic payment information to AP@ninesquaretx.com.

Carolynn Taddei

Authorized Signature

Bill To: Nine Square Therapeutics, Inc.
285 East Grand Avenue
Suite 2200
South San Francisco, CA 94080
AP Phone: 000-000-0000
AP Email: AP@ninesquaretx.com

NINE SQUARE

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES
BILLS OF LADING AND PACKAGES

PO # **5895**

Date: 5/7/2025

Vendor: Biognosys AG
Wagistrasse 21
Schlieren, Switzerland 8952
Account Number: N/A

Ship To: Nine Square Therapeutics, Inc.
285 East Grand Avenue
South San Francisco, CA 94080
Attn: Jacob Eriksen

Ship Via	FOB	Prepaid Freight	Delivery Date	Terms
FEDEX	Destination	Prepay & Add	5/14/2025	Net 30

Buyer	Requisitioner
Jacob Eriksen, jeriksen@ninesquaretx.com, 4155193101	Jacob Eriksen, jeriksen@ninesquaretx.com, 4155193101

Line	Qty	U/M	Item Code/Description	Unit Price	Amount	Tax
1	1.00	EA	Part# QRS5449 Desc: Proteomics 48 brain samples from 25-033 Need On or Before: 5/14/2025 Delivery Date: 5/14/2025	37,855.44	37,855.44	Yes

Total	USD 37,855.44

Order Notes to Supplier:

Please email all invoices and electronic payment information to AP@ninesquaretx.com.

Carolynn Taddei

Authorized Signature

Bill To: Nine Square Therapeutics, Inc.
285 East Grand Avenue
Suite 2200
South San Francisco, CA 94080
AP Phone: 000-000-0000
AP Email: AP@ninesquaretx.com

NINE SQUARE

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES
BILLS OF LADING AND PACKAGES

PO # **5743**

Date: 3/19/2025

Vendor: Biognosys AG
Wagistrasse 21
Schlieren, Switzerland 8952
Account Number: N/A

Ship To: Nine Square Therapeutics, Inc.
285 East Grand Avenue
South San Francisco, CA 94080
Attn: Jacob Eriksen

Ship Via	FOB	Prepaid Freight	Delivery Date	Terms
FEDEX	Destination	Prepay & Add	3/26/2025	Net 30

Buyer	Requisitioner
Jacob Eriksen, jeriksen@ninesquaretx.com, 4155193101	Jacob Eriksen, jeriksen@ninesquaretx.com, 4155193101

Line	Qty	U/M	Item Code/Description	Unit Price	Amount	Tax
1	1.00	EA	Part# QRS5361 Desc: MS proteomics plasma and brain from study 25-031 Need On or Before: 3/26/2025 Delivery Date: 3/26/2025 Note to Supplier: QRS5361	41,736.00	41,736.00	Yes

Total	USD 41,736.00

Order Notes to Supplier:

Please email all invoices and electronic payment information to AP@ninesquaretx.com.

Carolynn Taddei

Authorized Signature