

## FRAMEWORK SERVICE AGREEMENT

### Ústav organické chemie a biochemie AV ČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the CAS)

With its registered office at: Flemingovo nám. 2, 166 10 Praha 6  
IČO (Business Identification Number): 61388963  
DIČ (VAT Identification Number): CZ 61388963  
Represented by: RNDr. PhDr. Zdeněk Hostomský, CSc., Director  
Bank account: [REDACTED]

hereinafter as the “**Client**”

and

### **ZECLINICS, S.L.**

With its registered seat/place of business at: Laboratori P0-8 Edifici IGTP Muntanya  
Carretera de Can Ruti, Camí de les Escoles s/n  
08916 Badalona, Barcelona  
IČO (Business Identification Number): [REDACTED]  
DIČ (VAT Identification Number): [REDACTED]  
Represented by: Davide D'Amico, CEO  
Registered in the Commercial Register of Barcelona (SPAIN)  
Bank account: CaixaBank  
[REDACTED]  
ZeClinics SL

hereinafter as the “**Provider**”

the Client and the Provider hereinafter as the “**Parties**”

have concluded, in compliance with the provisions of Section 1746 Paragraph 2 of the Czech Act No. 89/2012 Coll., Civil Code (the “**Civil Code**”), based on the realized public tender (the “**Tender Proceedings**”), this Framework Service Agreement (the “**Agreement**”) in the following wording:

### **1. THE PURPOSE AND SUBJECT OF THE AGREEMENT**

- 1.1. The subject of this Agreement is the Provider's commitment to provide to the Client based on individual orders the services consisting in [REDACTED] (the “**Services**” or the “**Service**”), as well as the obligation of the Client to deliver to the Provider the materials (compounds) (the “**Compounds**”), on which the Services will be performed, and to pay to the Provider the agreed price for the duly provided Services in accordance with the conditions set in this Agreement. The outcome of the Services provided by the Provider will be data in a form of final report (the result of screening), which will be provided to the Client.

1.2. The Expected extent of Services which the Client will order within the duration of the Agreement, is stated in Appendix 1 of the Agreement. However, this extent is for orientation purposes only and does not represent any commitment of the Client to order any Services from the Provider.

1.3.

[REDACTED]

## 2. INDIVIDUAL ORDERS, FINAL REPORT

2.1. The Provider will provide the Services to the Client based on individual orders of the Client, which the Client will send to the Provider by email and which the Provider will confirm by email. During the email communication concerning the respective order, the Parties have to agree namely on the following:

- [REDACTED],
- [REDACTED],
- [REDACTED],
- [REDACTED]

2.2. The individual agreement based on the respective order will be concluded as soon as the Parties agree on the data stated in Article 2.1. above (the “**Individual Agreement**”).

2.3. The Provider shall provide the Client with data received as a result of the Services in a form of a final report within the agreed time period. The final report shall be [REDACTED]. The final report is then subject of approval by the Client, whereas the Provider is not entitled to issue the respective invoice before approval of the final report by the Client. In case of objections of the Client to the final report, the Provider is obliged to re-perform [REDACTED] the Agreement and to provide the Client with a new report. In such a case, the Provider is entitled to issue the respective invoice after approval of the new final report by the Client.

## 3. PRICE OF THE SERVICES

3.1.

[REDACTED]

3.2. The price of the Services will be agreed by the Parties within negotiation of the individual orders, however, this price [REDACTED].

3.3. This price of the Services includes all costs which the Provider incurs in relation with provisions of the Services under the Agreement, namely the costs of material and labour necessary for performance of the Services under the Agreement, costs of equipment, travel expenses, expenses of delivery (namely concerning the final reports), etc. The Provider is not entitled to ask the Client for reimbursement of any additional costs above the price of the Services.

3.4. If not agreed otherwise by the Parties within the respective order, the price of the Services will be paid by the Client in EUR based on the invoices issued by the Provider in the following way:

- 50 % of the price of the respective order will be invoiced by the Provider after conclusion of the Individual Agreement (based on the respective order) by the Parties,

- the remaining 50 % of the price of the respective order will be invoiced by the Provider after delivery of the final report to the Client and its approval by the Client, whereas the report confirmed by both Parties shall for annex to the respective invoice.
- 3.5. The invoices issued by the Provider must have all the requisites of the tax document required by the valid legislation. If such requisites are not fulfilled, the Client may ask the Provider for a new, corrected invoice, whereas the due period will in such a case start to run after delivery of the corrected invoice to the Client. All invoices issued by the Provider will be due 30 days counted from their delivery to the Client.
- 3.6. The price of the Services invoiced by the Provider shall be without VAT. VAT shall be subject to reverse-charge.
- 3.7. The Provider is responsible for any tax duties or other fees imposed by the local authorities concerning the Services and the Provider undertakes to indemnify the Client in respect of any claims that may be made by the relevant authorities against the Client.

#### **4. GENERAL OBLIGATIONS OF THE PROVIDER**

- 4.1. The Provider commits itself to independently and responsibly perform the Services as agreed in the Agreement and the respective orders.
- 4.2. The Provider is under obligation to keep the total cost and the timelines agreed upon and fixed in the relevant order.
- 4.3. The Provider shall perform its obligations with reasonable care and skill, to the best of its ability, according to professional and internationally accepted standards and guidelines and according to all laws and regulations relating to the Services performed.

#### **5. CONFIDENTIALITY**

- 5.1. All information disclosed or transmitted by the Client to the Provider in preparation of or during the performance of the Services whether prior to or subsequent to the execution of this Agreement, all data related to the Services or any other information, including scientific, technical and commercial information relating to the business affairs, finances, products or research of the Client obtained by the Provider or its affiliates, employees, agents or authorized subcontractors during the provision of the Services, and all data generated or derived by the Provider as the result of the Services performed by the Provider (the "**Confidential Information**") shall belong exclusively to the Client and be held in confidence by the Provider, its employees, agents, affiliates and authorized subcontractors. The Provider will not use the Confidential Information for its own benefit or for the benefit of others. Disclosure will only be made by the Provider to its employees, agents, affiliates and authorized subcontractors who have a need to know the Confidential Information in order to perform the Services on behalf of the Provider and then, only if the Provider has obtained agreements with such individuals, companies or institutions to maintain the confidentiality of such information.

The preceding obligations of non-disclosure and the limitations upon the right to use the Confidential Information shall not apply to the extent that the Provider can demonstrate that the Confidential Information:

- a) was known to the Provider prior to the time of disclosure hereunder, or
- b) is at the time of disclosure or thereafter becomes public knowledge through no fault or omission of the Provider; or
- c) is lawfully obtained by the Provider from a third party under no obligation of confidentiality to the Client; or

d) is required by law to be disclosed

provided, however, that the Provider must prove the truth of the above-mentioned.

Confidential Information shall not be deemed to be or have become public knowledge merely because any part of such Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public.

Confidential Information shall not be disseminated over the Internet including e-mail unless if otherwise agreed upon and then only under appropriate means of protection like encryption, password protection or common e-rooms.

- 5.2. The obligation of confidentiality as described in this Article 5 of the Agreement shall remain in full force and effect within duration of the Agreement and for a minimum period of 10 years after its termination.

## 6. RESULTS, INVENTIONS

- 6.1. All information, data, findings, test results, discoveries, inventions, processes, methods, techniques, formulae, substances, specifications, studies, designs or improvements whatsoever, whether patentable or not, that are originated, conceived, derived, produced, discovered, invented or otherwise made by the Provider, its Affiliates and/or their employees and/or subcontractors in the course of or as a result of the performance of the Services under this Agreement (the "**Results**") shall be and remain the exclusive property of the Client. The Client shall have the exclusive right to commercially exploit the Results. With regard to copyrights, which are legally not assignable, the Client is granted an exclusive world-wide sublicensable royalty-free license for unlimited use. The Provider hereby assigns its right to the Results to the Client in advance, whereas the fee for this assignment is already covered in the price of the Services under this Agreement.
- 6.2. In the event that any of the Results are patentable or otherwise protectable, the Provider will cooperate with the Client to enable to the Client to apply for such patent or similar Intellectual Property Right (IP right) (such as utility model) in respect of such Results to be filed in the name of the Client. The Client shall bear the costs of filing and prosecuting such patent applications or similar IP rights and maintaining any patents or similar IP rights issuing therefrom. At Client's request the Provider shall provide all declarations and sign all documents necessary to give effect to the provisions of this Article 6 and cooperate generally in Client's efforts to obtain patent or similar protection for the Results.
- 6.3. The Provider shall inform the Client immediately in writing of any discovery or invention made by the Provider or its Affiliates or their respective employees, agents or subcontractors in the course of or arising out of the performance of this Agreement. [REDACTED] may within the specified time and without limitation claim the invention or discovery of its employee, agent or subcontractor and transfer it to the Client.
- 6.4. The Client shall be entitled at its own cost and in its own name to file patent applications or similar IP rights in respect of the said invention or discovery on its own discretion.
- 6.5. The Provider will ensure that any affiliates, agents, employees, subcontractors and other third parties involved in performing the Services will commit themselves regarding inventions and discoveries in the same way to the Client as the Provider has committed itself under this Article 6 to the Client.

## **7. PUBLICATIONS**

- 7.1. The Provider will refrain from publishing any data or information generated or derived as a result of the performance of the Services.

## **8. LIABILITY**

- 8.1. Should the Provider fail to perform the Services in accordance with this Agreement then, without prejudice to any other rights which the Client may have under this Agreement or according to the law, the Client may, at its option require the Provider to re-perform Services to the requisite standard at no cost to the Client.
- 8.2. The Provider understands and agrees that the Client shall not be liable for any loss, claim, costs, damage or liability which may arise from the use, storage and handling of Compounds by the Provider or included third parties, or from Services carried out under this Agreement, in general, unless such loss, damage, costs, claims or liability are due to Client's gross negligence or willful misconduct.
- 8.3. The Provider will keep the Client indemnified against any such loss, claims, damage, costs or liability except to the extent that such damages are caused by the gross negligence and/or willful misconduct of the Client.

## **9. SANCTIONS**

- 9.1. Should the Provider be in default with the performance of the Services in terms of the time limits set in this Agreement, the Provider is obliged pay to the Client a contractual penalty in [REDACTED]
- 9.2. Should the Provider breach the provisions of Article 5 as stated above (Confidentiality), the Provider is obliged to pay to the Client a [REDACTED]
- 9.3. Should the Provider breach the provisions of Article 6 as stated above (Results, Inventions), the Provider is obliged to pay to the Client a [REDACTED].
- 9.4. If the Client is in arrears with payment of an invoice properly issued by the Provider and delivered to the Client in accordance with this Agreement, the Provider [REDACTED].
- 9.5. Exercise of a claim for contractual penalty does not limit the right on compensation for the (also non-material) damage in the full extent of such a damage.
- 9.6. The penalty payment notice must be sent in writing; the contractual penalty is due within 14 calendar days from the date of delivery of the notice.

## **10. TERM AND TERMINATION, ASSIGNMENT**

- 10.1. The Agreement is concluded for a definite period of 2 years from the effective day.
- 10.2. Both Parties agree that termination of the Individual Agreement shall not constitute termination of this Agreement.
- 10.3. The Client reserves the right to terminate the Individual Agreement at any time whenever the Client deems that necessary. If the Provider is not responsible for such premature termination, the Client shall pay all costs due by it hereunder which have accrued up to the date of termination together with any costs which the Provider reasonably incurred prior to termination under this Agreement and which can not be avoided after termination. Should the Provider

have received a higher payment than the payment due according to the Services already provided, the Provider will reimburse the balance to the Client.

- 10.4. Either Party may terminate this Agreement and any Individual Agreement with immediate effect by giving written notice to the other if that other party commits a material breach of any provision of this Agreement or any provision of any Agreement arisen based on individual order and, in the case of a breach capable of remedy, fails to remedy the same within 15 days upon receipt of written notice giving full particulars of the breach and requiring it to be remedied.
- 10.5. Articles 3.7., 5, 6, 7, 8 and 9 shall, notwithstanding the foregoing, survive expiration or termination of this Agreement for whatever reason.
- 10.6. The Provider will return all documents, material and information received from the Client after expiry or termination of the Agreement or the Individual Agreement.
- 10.7. The Provider is not entitled to assign this Agreement or its part or transfer any of its claims arising from this Agreement or its part to a third party without the prior written consent of the Client.
- 10.8. The Provider agrees that its claims against the Client arising from this Agreement cannot be unilaterally set off.
- 10.9. The Provider is aware of the fact that the consent of the Client with the assumption of any debt (obligation) of the Provider arising from this Agreement by a third party must be given by the Client in writing.

## **11. COMMUNICATION OF THE PARTIES**

- 11.1. All the communication or other negotiations of the Parties in connection to this Agreement shall be addressed in English to the below-listed representatives of the Parties according to this Agreement. Should this Agreement require a written form for some communication or other negotiations between the Parties, such a communication shall be sent through a postal service provider to the registered address of the respective Party to the attention of the representative of this party according to this Agreement or handed over to this representative in person against a written confirmation of receipt.
- 11.2. For the purposes of this Agreement, the Client is represented by:  
in technical issues: [REDACTED] email: [REDACTED] [REDACTED]@uochb.cas.cz, tel.: [REDACTED]  
in contractual matters: [REDACTED]@uochb.cas.cz,  
tel. + [REDACTED]
- 11.3. For the purposes of this Agreement, the Provider is represented by:  
[REDACTED], [REDACTED]@zeclinics.com,  
+ [REDACTED]
- 11.4. In accordance with the Regulation of the European Parliament and of the Council (EU) no. 2016/679 from 27. April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - GDPR) and with Act. No. 101/2000 Coll., Personal Data Protection Act, the Client and the Provider acknowledge and undertake to inform their employees and other affected persons that during the performance of this Agreement the identification and contact personal data of the natural persons will be processed, in particular those of the Parties' employees, with the purpose of performance of this Agreement and for the purpose of pursuing legitimate interests of the Parties. The Parties

undertake to inform the data subjects, whose data are being processed by the Parties at the controllers, about their rights.

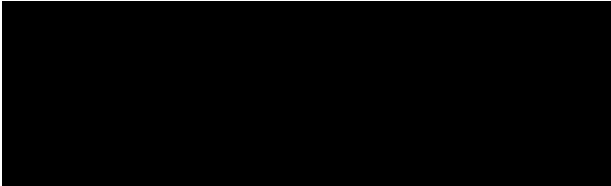
## **12. MISCELLANEOUS**

- 12.1. This Agreement may only be amended or modified by numbered written addenda signed by both Parties. The provisions of Section § 558, Subsection 2 of the Civil Code shall not be applied.
- 12.2. This Agreement shall enter into force upon its signing by both Parties and shall become effective upon its publication in the Register of Contracts under the Act. No. 340/2015 Coll.
- 12.3. The Parties acknowledge that each of the Client and the Provider are independent entities and nothing herein contained shall be deemed to create any relationship in the nature of agency, joint venture or similar relations between the Client and the Provider.
- 12.4. Business practices concerning the agreed or follow-up performance do not take precedence over contractual arrangements or provisions of law, even if such provisions do not have overriding mandatory effect.
- 12.5. If the circumstances after the conclusion of the Agreement change to such an extent that the performance will be more difficult for the Provider or there will be a gross disproportion between the rights and obligations of the Parties, it does not affect in any way the Provider's obligations arising from this Agreement; the provisions of Section 1765, Subsection 1 and 1766 of the Civil Code shall not be applicable and the Provider, in accordance with Section 1765, Subsection 2 of the Civil Code, assumes the risk of changing circumstances.
- 12.6. The Parties exclude the application of the provisions of Sections 1799 and 1800 of the Civil Code on clauses in adhesion contracts.
- 12.7. Neither of the Parties is authorized to incorporate any right arising from the Agreement or its breach into a security.
- 12.8. The presumption of the mail delivery period according to provisions of Section 573 of the Civil Code is not applicable between the Parties.
- 12.9. The invalidity of a particular provision of this Agreement or any Individual Agreement shall not affect the validity of the remaining provisions. The Parties shall replace invalid provision with a valid provision that comes closest to effectuating the economic and/or scientific intent of the parties at the time of the Agreement's execution.
- 12.10. This Agreement and any Individual Agreement hereunder shall be governed by, construed and interpreted in accordance with the laws of Czech Republic. Any controversies or disputes arising hereunder will be settled by the competent courts in Prague.



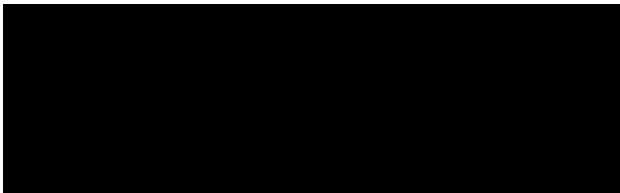
The terms of this Agreement are hereby agreed between the Client and the Provider as evidenced by the authorized signatures appearing below:

\_\_\_\_\_, \_\_\_\_\_  
Place and date of signature



RNDr. PhDr. Zdeněk Hostomský, CSc.  
Director

Barcelona, March 13<sup>th</sup>, 2019  
Place and date of signature



Dr. Davide D'Amico  
CEO and Legal representative