

Agreement on research services

between

Institute of Molecular Genetics of the Czech Academy of Sciences

Vídeňská 1083, 142 20 Prague 4, Czech Republic

ID: 68378050

VAT ID: CZ68378050

Represented by: RNDr. Petr Draber, DrSc., Director

(hereinafter referred to as "**IMG**")

and

Evestra Onkologia Sp. z o.o

ul. Jana Muszyńskiego 2 lok. 3.22, 90-151 Łódź, Poland

KRS : 0000544596

VAT ID: 583-300-93-29

REGON: 220527895

Represented by: XXXXXXXXXX

(hereinafter referred to as "**COMPANY**")

(hereinafter individually referred to as "**Party**" or collectively as "**Parties**")

Preamble

1. COMPANY is a Polish biopharmaceutical start-up company and it was launched as a wholly-owned subsidiary of Evestra, Inc., a U.S.A. biopharmaceutical company based in San Antonio, Texas. The key mission of Evestra Onkologia is to develop highly innovative oncology and antiproliferative assets such as endometriosis and fibroids in Poland, and the EU.
2. IMG is public scientific institution focusing on research in the field of molecular and cell biology, immunology, genomics and bioinformatics. An important part of the IMG is national research infrastructure CZ-OPENSREEN. CZ-OPENSREEN is a state-of-the-art infrastructure for chemical biology and genetics offering open access to potential users. Our mission is to identify new molecular probes and to develop new tools for research.
3. The Parties are interested in concluding this Agreement.

I. Subject of the Agreement, performance of Services

1. The subject of this Agreement is IMG 's commitment to provide to the COMPANY the services consisting in the compound profiling with luminescent cell based reporter assays for select steroid receptors (the "**Services**"). The outcome of the Services provided by IMG will be data in a form of a final report, which will be provided to the COMPANY.
2. The Services will be performed as requested by COMPANY on materials compounds supplied by COMPANY (the "**Samples**").
3. COMPANY agrees to pay IMG for the Services the agreed price under the terms and conditions specified in art. II.
4. The Samples provided to IMG will remain the property of COMPANY. At the conclusion of the Services, IMG shall either dispose of the Samples according to applicable law and regulation, or, upon the written request of COMPANY, return any remaining Samples to COMPANY at COMPANY's expense.
5. COMPANY shall furnish IMG in due time with the documentation, information or data, if any, necessary to perform the Services.
6. Any modifications to the scope of the Services shall be subject to mutual written agreement.

II. Price and payment conditions

1. The Company will pay IMG the following price in CZK (excluding VAT) for the provision of the Services: 57 946, - CZK (the "**Price the Services**").
2. IMG will send an invoice to the COMPANY according to the address: Evestra Onkologia Sp. z o.o., ul. Muszyńskiego 2 lok. 3.22, 90-151, Łódź, Poland and payment will be made by IMG within thirty (30) days of receipt of the invoice.
3. Unless otherwise agreed by the parties, the price of the Services will be paid to the COMPANY on the basis of an invoice issued by IMG after delivering the closing report of the COMPANY.
4. COMPANY will pay the Price the Services within 30 (thirty) days of receipt of IMG invoice.

III. Confidentiality

1. Each Party ("**the Recipient**") agrees to keep confidential and not to use for another purpose than the performance of this Agreement all information belonging to the other Party ("**the Disclosing Party**") with which it may come in contact during the performance provided that such information have been clearly labeled as confidential by the Disclosing Party or, if disclosed orally, have been confirmed in writing as being confidential within ten (10) days from their disclosure (hereinafter referred to as "**Confidential Information**"). Each Party shall be responsible for the compliance by its personnel with these confidentiality obligations.
2. The obligations under article III.1 shall not apply to any Confidential Information that:
 - were in the public domain or open to the public at the time they were transmitted to Recipient, or

- became public or open to the public for reasons other than an action or omission attributable to Recipient, or
- were in Recipient's possession, without any limitation regarding their disclosure at the time they were transmitted to Recipient, provided that such prior possession is supported by a written evidence, or
- were obtained in good faith by Recipient and without any commitment relating to confidentiality from a third party entitled to disclose them.

Such obligations shall neither apply to any portion of Confidential Information required to be disclosed as a result of a court order or pursuant to a government action, provided that the Recipient shall inform the Disclosing Party of any such order or action to give the Disclosing Party the opportunity to request a protective order.

3. The obligations under this article shall remain effective for two (2) years after termination of this Agreement.

IV. Intellectual Property

1. COMPANY shall be the owner of the data obtained by IMG in the performance of the Services (including without limitation results of the tests, measurements, routine analysis, etc.) and of any intellectual property rights pertaining thereto. IMG hereby agrees neither to use nor to publish the said data without COMPANY's written approval. The purpose of the Agreement is to perform a service and not to conduct a research; this Agreement does not grant any license or right to use any research results of IMG.
2. IMG shall remain the owner of all its methods and tools used or developed in the performance of the Services as well as of any intellectual property rights pertaining thereto.
COMPANY shall not use IMG name nor logo, nor any IMG institutes, laboratories or researchers' name without the prior written consent of IMG including, without limitation, in connection with any public disclosure of the data resulting from the Services.

V. No Warranties

1. IMG shall perform the Services by applying its best scientific knowledge and best scientific standards. IMG has only an obligation of means in the performance of the Services.
2. IMG makes no warranties, either express or implied, including but not limited to warranties of novelty, patentability, accuracy, non-infringement, merchantability and fitness for a particular purpose of the Services and of the data resulting from the Services.

VI. Liability

1. COMPANY acknowledges that the outcome of the Services is inherently uncertain and unpredictable. IMG makes no warranties, express or implied, as to particular results of the Analysis, the merchantability or fitness for a particular purpose of the Results, or as to any other matter related to the Services. IMG shall be liable towards COMPANY only in the event of fraud or gross negligence for any damages suffered in connection with this Agreement.

2. In the event that COMPANY decides to commercialize products and/or services based on the Services, COMPANY shall bear the sole responsibility for the conception, use and commercialization of such products or services and shall be liable towards third parties in connection with this conception, use or commercialization. COMPANY agrees to indemnify and defend IMG against any such claim from third parties brought against IMG; to this end, COMPANY agrees to maintain an adequate insurance coverage.
3. Neither Party shall be entitled to commit the other Party to any obligation in connection with this Agreement, without the prior written consent of the other Party.

VII. Communications

Any notice or communication to be given within the framework of this Agreement shall be forwarded to the following contact persons:

Communication to COMPANY:



Communications to IMG:



VIII. Term and Termination

1. 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., on the Register of Contracts and shall remain in effect until 1. 3. 2020.
2. The provisions of articles III., IV., V., VI. and IX. shall survive any expiration or termination of this Agreement.

IX. Applicable Law

This Agreement shall be governed by the laws of the Czech Republic, without regard to its conflict of law provisions.

X. Miscellaneous

1. This Agreement may only be amended or modified by numbered written addenda signed by both Parties.
2. The Parties shall mutually consult in good faith in an attempt to settle amicably in the spirit of cooperation any and all disputes potentially arising out of or in connection with this Agreement or questions regarding the interpretation of the provisions thereof.
3. IMG shall arrange for publication of this Agreement in the Register of Contracts without delay after its signature by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Evestra Onkologia Sp. z o.o

**Institute of Molecular Genetics of the
Czech Academy of Sciences**

ON BEHALF OF [REDACTED]

By:

Title:

Date:

DIRECTOR OF PROJECTS

Signature valid

Dokladně podepsáno
Date: 2020.02.05 12:52:01 CEST



By: _____

Title: _____

Date: _____

RNDr. Petr Dráber, DrSc.

Digitally signed by RNDr. Petr Dráber,
DrSc.
Date: 2020.02.06 07:57:36 +01'00'