

**FRAMEWORK SERVICE AGREEMENT**

This Framework Service Agreement (the “**AGREEMENT**”) is entered into as of the date of its signature by both parties and as of its publication in the Register of Contracts under the Act No. 340/2015 Coll., On the Register of Contracts (the “**EFFECTIVE DATE**”), by and between the Institute of Organic Chemistry and Biochemistry of the CAS (Ústav organické chemie a biochemie AV ČR, v. v. i.), Business Identification No.: 61388963, VAT No.: CZ61388963, having a place of business at Flemingovo nám 2, 16610, Praha 6, Czech Republic (“**CLIENT**”), and Carina Biosciences, Inc., Japanese Corporate Number 8140001022724, having a place of business at BMA 3F, 1-5-5, Minatojima-Minamimachi, Chuo-ku, Kobe 650-0047, Japan (“**CARNA**”). **CLIENT** and **CARNA** are sometimes hereinafter referred to collectively as the parties and individually as a party.

WHEREAS, **CARNA** is engaged in the business of providing drug discovery supporting services, including kinase screening, profiling, and assay development [REDACTED] [REDACTED] [REDACTED] **AGREEMENT** (the “**SERVICE**”);

WHEREAS, **CLIENT** has expressed an interest in evaluating the specified **CLIENT**'s proprietary compound(s) (the “**COMPOUND**”) in the **SERVICE** and the **CLIENT** wishes **CARNA** to provide to the **CLIENT** the **SERVICE** to be performed on the **COMPOUND** delivered to **CARNA** by the **CLIENT**;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter provided for, the parties have concluded, based on the realized public tender (the “**Tender Proceedings**”), this **AGREEMENT** in the following wording:

I. The Work Orders.

**CARNA** will provide the **SERVICE** to the **CLIENT** based on individual work orders of the **CLIENT** (the “**WORK ORDER**” or “**WORK ORDERS**”) which will be sent by the **CLIENT** to **CARNA** through electronic/email communication and which will be confirmed by **CARNA** through electronic/email communication.

During the electronic/email communication concerning the respective **WORK ORDER**, the parties have to agree namely on the following:

- specification of the **COMPOUND** to be sent by the **CLIENT** to **CARNA** (including number of **COMPOUNDS**),
- extent and subject of **SERVICE** to be performed by **CARNA** on the **COMPOUND** (assay condition, number of kinases to be tested, target kinase selection, etc.),
- price of the respective **SERVICE**,
- date of delivery of the final report (result of the **SERVICE**).

The individual agreement based on the respective **WORK ORDER** will be concluded as soon as the parties agree on the data stated in this Article I. above (the “**Individual Agreement**”).

II. The SERVICE.

- A. CARNA shall perform for the CLIENT the SERVICE [REDACTED] AGREEMENT, whereas the SERVICE will be performed on the COMPOUNDS identified as set forth in the WORK ORDER (Individual Agreement). The expected extent of SERVICE which the CLIENT will order within the duration of the AGREEMENT [REDACTED] AGREEMENT. However, this extent is for orientation purposes only and does not represent any commitment of the CLIENT to order any SERVICE from CARNA.
- B. CARNA is entitled to use for performance of this AGREEMENT subcontractors, whereas CARNA is obliged to [REDACTED] AGREEMENT. If CARNA does not use for performance of this AGREEMENT subcontractors, then CARNA is obliged to annex as appendix to this AGREEMENT a declaration of honour stating that the subcontractors shall not be used for performance of this AGREEMENT.
- C. CARNA shall be responsible for the work done for the CLIENT based on this AGREEMENT (either by CARNA itself or by intermediary of any other entities in the position of subcontractors). CARNA uses for administration and financial services KinaseLogistics, ApS., VAT No.: DK-32438989, having a place of business at Skovvej 22, DK-6340 Krusaa, Denmark ("KINASE"). The parties agree that payments for the SERVICE under this AGREEMENT shall be done by the CLIENT to KINASE as the agent of CARNA and that the obligation of the CLIENT to pay for the SERVICE under this AGREEMENT is fulfilled by payment to KINASE. CARNA takes over all responsibility for KINASE in the sense of the said payments and is not entitled to ask the CLIENT for any payments which the CLIENT had previously settled to KINASE.
- D. CARNA shall provide the CLIENT with data received as a result of the SERVICE in form of final report within the time period agreed in the Individual Agreement. The final report shall be provided by e-mail and the original by post/courier, if not agreed otherwise by the parties. The final report delivered by e-mail is subject of approval by the CLIENT, whereas KINASE is not entitled to issue the respective invoice before approval of the final report by the CLIENT. CLIENT shall complete the review on the final report and report a result back to CARNA through KINASE within two (2) weeks after receiving it by e-mail. In case of comments of the CLIENT to the final report, CARNA is obliged to reply to such comments (and re-perform SERVICE under the AGREEMENT, if necessary) and to provide the CLIENT with a new (revised) report. In such a case, KINASE is entitled to issue the respective invoice after approval of the new (revised) final report by the CLIENT.
- E. CARNA shall not assign all or a part of the SERVICE to any third party without prior written consent of the CLIENT. CARNA undertakes to ensure that any subcontractor performs the SERVICE in accordance with the terms and conditions of this AGREEMENT and holds liabilities for performance provided by such subcontractor.

III. Price of the SERVICE and Payment.

- A. The price of the SERVICE under the AGREEMENT [REDACTED] as the maximum and unexceedable price.
- B. The price of the SERVICE will be agreed by the parties within negotiation of the individual WORK ORDERS in the Individual Agreements, however, this price cannot exceed the price stated in Appendix A to this AGREEMENT.



- C. This price of the SERVICE includes all costs which CARNA incurs in relation with provisions of the SERVICE under the AGREEMENT, namely the costs of material and labour necessary for performance of the SERVICE under the AGREEMENT, costs of equipment, travel expenses, expenses of delivery (namely concerning the final reports), etc. CARNA is not entitled to ask the CLIENT for reimbursement of any additional costs above the price of the SERVICE.
- D. The details of the payment of the SERVICE that CLIENT shall bear of are set forth in the Individual Agreements. The CLIENT shall pay for the SERVICE under the AGREEMENT to KINASE based on the invoice issued by KINASE without VAT in the reverse charge mode after acceptance of the final report by the CLIENT. The CLIENT is obliged to calculate and pay the tax (VAT) to the respective authorities. If not agreed otherwise in the Individual Agreement, the invoice shall be due within 30 days from its delivery to the CLIENT.
- E. The invoices issued by KINASE must have all the requisites of the tax document required by the valid legislation. If such requisites are not fulfilled, the CLIENT may ask 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 KINASE will be due thirty (30) days counted from their delivery to the CLIENT.
- F. The price of the SERVICE invoiced by KINASE shall be without VAT. VAT shall be subject to reverse-charge.
- G. CARNA is responsible for any tax duties or other fees imposed by the local authorities concerning the SERVICE and CARNA undertakes to indemnify the CLIENT in respect of any claims that may be made by the relevant authorities against the CLIENT.

IV. Scope and Period of the SERVICE.

- A. The details of the scope and period of the SERVICE that CARNA shall perform with respect to the COMPOUND for CLIENT are set forth in the Individual Agreements.
- B. All data generated by CARNA on the COMPOUND shall be owned by, and remain confidential and proprietary to CLIENT, and such data may be disclosed or used by CLIENT for any purpose. At no time shall CARNA use such data for any purpose (other than with respect to performance of the SERVICE hereunder) or file or have filed any patent application or initiate any procedure purporting to obtain any legal rights covering the COMPOUND supplied to CARNA by CLIENT. Further, this AGREEMENT entered into between CLIENT and CARNA hereunder in relation to the SERVICE shall not result in CLIENT being obliged to grant CARNA any rights to the COMPOUND under this AGREEMENT or otherwise.
- C. 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 CARNA, its affiliates and/or their employees and/or subcontractors in the course of or as a result of the performance of the SERVICE

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. CARNA 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 SERVICE under this AGREEMENT. CARNA further agrees that it shall, upon the request and at the expense of the CLIENT, execute and deliver any and all instruments, documents and papers, give evidence and do any and all other acts which, in the reasonable opinion of the CLIENT, are or may be necessary or desirable to enable the CLIENT to acquire, maintain and legally enforce any and all trademark registrations, patents and copyrights with respect to any such material(s) or obtain any extension, validation, reissue, continuance or renewal of any such trademark, patent or copyright.

V. The COMPOUND and Technical Information.

- A. CLIENT shall send the COMPOUND for the SERVICE with the related technical information on the COMPOUND (the "**INFORMATION**") to CARNA at CLIENT's expense.
- B. CARNA shall return all unused COMPOUND and/or INFORMATION to CLIENT or destroy all unused COMPOUND and INFORMATION in accordance with the CLIENT's instructions.

VI. Confidentiality.

- A. CARNA and KINASE shall maintain strictly confidential the COMPOUND and the INFORMATION.
- B. CARNA and KINASE shall maintain strictly confidential the profiling data derived directly from the SERVICE.
- C. These above obligations of confidentiality shall remain in effect for ten (10) years at termination of this AGREEMENT.

VII. Term and Termination.

- A. Unless terminated earlier pursuant to the following provisions, this AGREEMENT shall terminate on the four (4)-year anniversary following the EFFECTIVE DATE (the "**TERM**").
- B. Without limiting any rights which either party to this AGREEMENT may have by reason of any default by the other party, each party reserves the right to terminate this AGREEMENT at its convenience by written notice given to the other party. Such termination shall be effective upon the date not earlier than thirty (30) days following the date of such notice as shall be specified in said notice.
- C. Termination of this AGREEMENT under this paragraph shall not affect CLIENT's obligation to pay for SERVICE previously performed by CARNA, and the provisions set forth in the Section IV B, IV C and Section VI shall survive any termination of this AGREEMENT.



VIII. Event of Default.

- A. In the event either party should breach any term or condition of this AGREEMENT or fail to perform any of their obligations, or undertakings hereunder, the other party may notify the defaulting party of such default. If such default is not rectified within sixty (60) days after receiving written notice from the other party with respect to such default, the party giving such notice shall have the right, at its option without any notice to the other party, to declare this AGREEMENT terminated forthwith. The loss and damages sustained thereby shall be indemnified by the party responsible for such default and/or breach.
  
- B. If the performance of any part of this AGREEMENT by either party, or of any obligation under this AGREEMENT is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the party liable to perform, unless reasonable evidence to the contrary is provided, the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall continue performance with the best utmost dispatch whenever such causes are removed.

IX. Communication of the Parties.

- A. 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.

- B. For the purposes of this AGREEMENT, the CLIENT is represented by:  
in technical issues:

[REDACTED]

in contractual matters:

[REDACTED]

- C. For the purposes of this Agreement, CARNA is represented by:

in technical issues:

[REDACTED]

in contractual and administrative matters:

[REDACTED]

X. Governing Law. Courts.

This AGREEMENT shall be governed by the laws of the Netherlands unless otherwise specified. If the parties are unable to solve their disputes amicably, the Netherlands Commercial Court (NCC) shall be competent to decide these disputes with final validity.

XI. Entire Agreement.


This AGREEMENT, together with the Individual Agreements contain the entire understanding by and between the parties respecting the subject matter hereof, and supersedes any and all prior understandings or oral or written agreements between the parties respecting such subject matter. Any amendment, modification, change or alteration of this AGREEMENT shall be made in writing which expressly refers to this AGREEMENT and which is signed by a duly authorized officer or representative of the parties hereto.

XII. Register of Contracts.


This AGREEMENT shall become valid upon its signing by the parties and shall become effective upon its publication in the Register of Contracts under the Act. No. 340/2015 Coll. The parties shall agree on the extent in which the AGREEMENT shall be published in the Register of Contracts.

**IN WITNESS THEREOF**, the parties hereto have on the EFFECTIVE DATE caused this AGREEMENT in duplicate to be executed by their duly authorized officers or representatives.

**Institute of Organic Chemistry and Biochemistry  
of the CAS**

By:   
Name: *Dr. Zdeněk Procházka*  
Title: Director  
Date:

**Carna Biosciences, Inc.**

By:   
Name:  
Title: President & CEO  
Date: *6 July 2020*

APPENDIX A

Specification of the SERVICE together with the expected amounts are as follows:

Name of the SERVICE	Specification	Price (EUR)	Expected Amount	Expected Total Value (EUR)
				159,000
				39,900
				40,950

APPENDIX B

CARNA declares that CARNA shall not assign all or a part of the SERVICE to any third party nor use subcontractors to perform the SERVICE specified in Appendix A under this AGREEMENT.