

Research Service Agreement


Concluded in compliance with the provisions of the § 2586 and following, Act No. 89/2012 Sb., Civil Code, as later amended, on the below-mentioned day, month and year, between:

Institute of Molecular Genetics of the Czech Academy of Sciences

Identification number: 68378050
Address: Vídeňská 1083, 142 20 Prague 4
IBAN: CZ12 0100 0000 1984 8243 0287
BIC: KOMBCZPPXX
Represented by: RNDr. Petr Dráber, DrSc.
(hereinafter only "CONTRACTOR")

and

Benfovir AG

Identification number:
Address: Reißstr. 1, 64319 Pfungstadt, Deutschland
represented by: 
(hereinafter only "CLIENT")

Who agreed on the following Research Service Agreement:

I. Definitions

In this Service Agreement, the following words shall have the following respective meanings, unless another or different meaning or intent shall be clearly indicated by the context:

'Applicable Laws' means the requirements of all relevant statutes, regulations, codes and guidance notes in force from time to time applicable to the Services (as defined in this Article and further defined in Article II. Preamble, section 1 and section 2), including without limitation, European Medicines Agency ('EMA') guidelines and regulations.

'Effective Date' means the date in Article VIII. 1. of this SA.

'Intellectual Property' means intellectual property rights, including (without limitation) patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights (whether or not any of these are registered or capable of being registered), and including all applications and the right to apply for registered protection of the foregoing, and all inventions, discoveries, ideas, improvements, trade secrets, know-how, techniques and confidential information and other proprietary knowledge and information, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term and together with any renewals or extensions;

'Parties', 'Party' means CLIENT and CONTRACTOR.

'Material/Materials' means materials and/or biological materials provided to CONTRACTOR by CLIENT in the course of the Service/Services.

'Report' means any report on the course service/services listed in Attachment No. 1 to this SA, prepared by the CONTRACTOR in a written or electronic format, in the English language.

'Service Agreement' or **'SA'** means the present Service Agreement between the Parties constituted by this document, including all annexes and exhibits attached hereto.

'Service/s' means the service or services defined in this SA.

II. Preamble

1. Parties agreed on **26.02.2021** the Non-Disclosure Agreement (hereinafter as **"NDA"**) and intend to cooperate in the development of intelligent methods for the treatment of diseases that are difficult to treat, and to this end to conclude this SA.
2. Based on the mutual intention, CLIENT wishes CONTRACTOR to perform research and development including specific in vitro and in vivo - animal studies (Services) and CONTRACTOR agrees to perform the Services for CLIENT on the terms and conditions set out in this SA and NDA.

III. Subject-matter of this Service Agreement

1. The CONTRACTOR shall provide the CLIENT with the Services listed in Attachment No. 1 to this SA for the prices listed as an Attachment No. 1 to this SA. The Client is not obliged to use all Services listed in Annex No. 1 to this SA and will send the request for the performance of a particular Service/s to the CONTRACTOR's e-mail specified in Article V.5. [REDACTED] Service/s to the CLIENT's email specified in Article V.5. of this SA. The services will be provided according to the proposal written in Attachment No. 2, any changes shall be possible only after the CLIENT's confirmation.
2. The CLIENT acknowledges that the CONTRACTOR will carry out the Services himself and/or with a procurement to a subcontractor who is bound by a separate Research Cooperation and Non - Disclosure Agreement relevant to this SA.
3. The CLIENT undertakes to provide the CONTRACTOR with necessary cooperation consisting in providing CONTRACTOR with a Test Item Data Sheet containing detailed information about the Material/Materials necessary for detailed preparation of the Services.

IV. Performance of the Service

1. The CONTRACTOR will execute the Services in compliance with the present SA and in conformity with the agreed terms fixed in the Attachment No. 1 this SA, unless agreed otherwise by the Parties in writing, and according to reasonable written the CLIENT's instructions.
2. The CLIENT shall provide the CONTRACTOR with the Material on its own costs together with written documents and all relevant information necessary to perform the Services no later than 7 days after CONTRACTOR's confirmation of the CLIENT's request for services. In the

event of a delay in such providing, the Parties agree that the time of completing of the Services shall be extended accordingly to reflect such delay.

3. The CONTRACTOR shall use the delivered Material, documents and information for the sole purpose of performing the Services and in according of the NDA.
4. The CONTRACTOR is obliged to inform the CLIENT about all circumstances and/or changes that might negatively affect the performance of the Service/s to the CLIENT's e-mail specified in Article V.5. of this SA.
5. CONTRACTOR shall submit a Report on the results of a specific service and billing of the service in accordance with Annex No. 1 to this SA to the CLIENT's e-mail specified in Article V.5. of this SA. Upon receipt of the message, the CLIENT has 10 days to comment on the message – on the Report or on the billing of the service. Within 14 days of receiving the CLIENT's comments, the CONTRACTOR will correct the message or answer the CLIENT's questions and the CLIENT is supposed to confirm the acceptance of the message. This day is considered the day of acceptance of the Service by CLIENT and the CONTRACTOR is entitled to issue an invoice for the price of this Service. If the CLIENT does not comment on the Report and/or billing of the service by 10 days from its delivery, it is considered that he has no comments on the Report and billing and the CONTRACTOR is entitled to issue an invoice for the price of the Service.

V. Payment

1. The price for the each Service is listed in Attachment No. 1 to this SA. Individual Services will be paid as follows:
 - a) the initial amount of **12 000 EUR without VAT** paid on the basis of the CONTRACTOR's invoice issued after the conclusion of this SA and will be charged together with the price for Service 01 according to Attachment No. 1 this SA and after approval of the Report for Service 01 according to Art. IV.5. this SA.
 - b) the remaining Services will be paid on the basis of the CONTRACOR'S invoice(s) issued after finishing each of additional Services listed in Attachment No. 1 in accordance with Article IV.5. of this SA.
2. CONTRACTOR shall send invoices and Reports electronically to a CLIENT responsible person, which is: [REDACTED]; email [REDACTED] CLIENT shall send questions and comments to the Reports electronically to a CONTRACTOR responsible person, which is: [REDACTED]; email [REDACTED].

VI. Special Provisions

1. CONTRACTOR 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.

2. It is hereby agreed that neither right of use nor license of any kind is hereunder granted to CLIENT on CONTRACTOR's intellectual property obtained before, after and/or outside of this SA.
3. CLIENT however acknowledges the scientific involvement of CONTRACTOR in the Service and the interest of CONTRACTOR to publish relevant scientific data and thus shall cooperate with CONTRACTOR to set a form of publication that will not endanger the interests of CLIENT and will be publishable in a reasonable period of time in a scientific journal. Should CLIENT prepare a publication in a scientific journal containing the data gathered by CONTRACTOR, CLIENT will acknowledge the scientific expertise and added value of CONTRACTOR by co-authoring the relevant researcher of CONTRACTOR to such publication.

VII. Applicable Law

1. As the Services under this SA will be held exclusively in the Czech Republic, the parties have agreed that this SA shall be governed by and construed under the laws of Czech Republic.
2. The Parties shall make efforts to settle any disputes, including the legal ones that might arise from executing and interpreting this SA, within their mutual understanding, goodwill, business habitual practice and a fair business relationship.
3. Any dispute or claim arising under this SA and any subsequent amendments of this SA, that cannot be settled amicably shall be referred to and finally determined by the competent court in the Czech Republic.

VIII. Term of Validity

1. This SA is concluded for a 2 years period of time or until the completion of the Services pursuant of this SA. The Effective Date of the SA is a day of its publication in the Czech public registry done by the CONTRACTOR (<https://smlouvy.gov.cz/>). The CONTRACTOR will submit the SA to the register no later than 10 days after the SA is signed by both parties.
2. In the event of a breach of obligations in the SA, CLIENT or CONTRACTOR is entitled to terminate this SA if the Party delivers a written notice to the breaching Party of the breach of SA's obligations and requests redress within 30 (thirty) days. The termination will be effective if the breaching Party has not cured the violation within thirty days of such written notice by the non-violating Party.
3. If the event of preliminary termination of the SA, CLIENT undertakes to pay the price for the Services provided on the date of termination of this SA in accordance with Attachment No. 1 to the SA.

IX. Warranties and liability

1. CONTRACTOR shall perform the Services by applying its best scientific knowledge and best scientific standards. CONTRACTOR has only an obligation of means in the performance of the Services.

2. CONTRACTOR 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.
3. CLIENT acknowledges that the outcome of the Services is inherently uncertain and unpredictable. CONTRACTOR makes no warranties, express or implied, as to particular results of the Report, the merchantability or fitness for a particular purpose of the Results, or as to any other matter related to the Services. CONTRACTOR shall be liable towards CLIENT only in the event of fraud or gross negligence for any damages suffered in connection with this SA.
4. In the event that CLIENT decides to commercialize products and/or services based on the Services, CLIENT 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.

X. Final Provisions

1. The present SA may be prolonged, modified or amended solely through written appendices agreed upon by authorized representatives of each of the Parties.
2. Unless stated otherwise, all notifications aimed at changes or terminating the validity of the SA shall be delivered in writing to the address of the other Party, specified herein.
3. If any of the articles herein, which does not constitute substantial part of the present SA, becomes invalid or unenforceable as a whole or a part, or if it contains any inaccuracies or ambiguities or formal imperfections, it may be separated from other provisions of this SA and will have no impact on validity and enforceability of the SA as a whole.
4. The present SA has been written up in the English language, in two counterparts of which either being valid as the original. A Party shall receive one counterpart.
5. Both the Parties declare having thoroughly read the SA and understood its contents.

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

For and on behalf of benfovir AG:



benfovir AG
Reißstr. 1
64319 Pfungstadt
GERMANY

Date: 15.04.2021

CEO

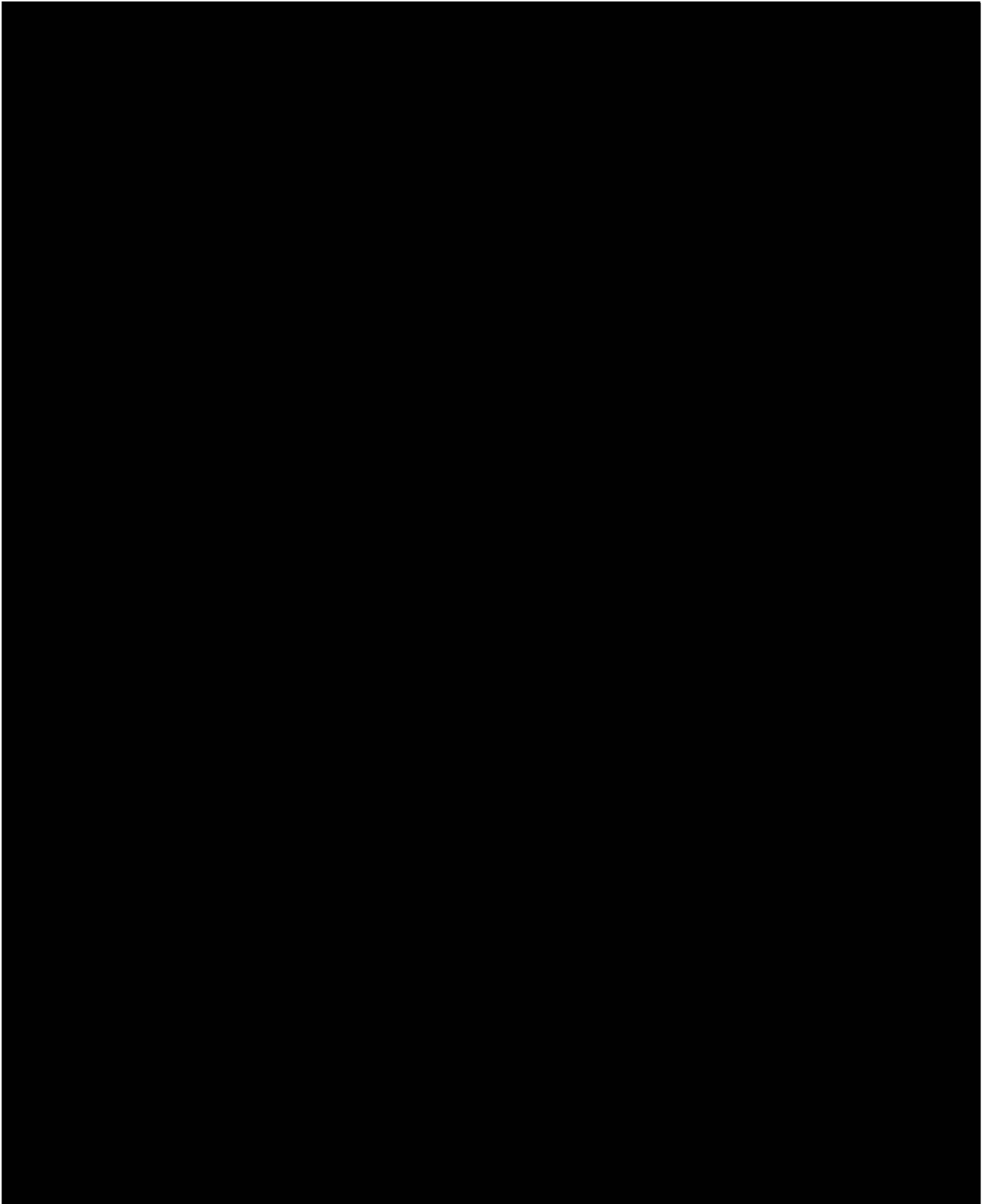
ÚSTAV MOLEKULÁRNÍ GENETIKY
AV ČR, v.v.i.
Vítěňská 1083, 142 20 Praha 4

For and on behalf of

(53)

Date: 03.05.2021

Attachment No. 1:



Attachment No. 2: Study proposal

