

EQUITABLE THEORY FOR (A) ANY PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

4. To the extent permitted by law, Institution will indemnify and hold Taconic harmless from any claims or liability arising from any use, storage, handling or disposal of Materials by Institution (including by Investigator and Service Providers), except to the extent that such claims or liability result from the negligence or willful misconduct of Taconic. Institution's obligation to indemnify Taconic as set forth herein is conditioned on Taconic giving Institution prompt written notice of all claims, providing reasonable cooperation in Institution's investigation and defense thereof, and permitting Institution to defend said claims at Institution's expense with legal counsel of Institution's choice.

5. These Terms of Sale will become effective on the date that is the later of the date set forth below and the date upon which Institution's purchase order is received by Taconic. **Institution may terminate these Terms of Sale at any time upon written notice of termination to Taconic together with an affidavit that Institution has destroyed, and as applicable any Service Provider has returned to Institution or destroyed, all Materials.** These Terms of Sale may be terminated by Taconic at any time upon thirty (30) days prior written notice to Institution in the event of a breach of the terms and conditions of these Terms of Sale by Institution or Service Provider (or both), provided however that in the event that Institution and/or Service Provider remedy such breach within the thirty (30) day notice time period and provide written certification to Taconic of same then these Terms of Sale shall not terminate. **Upon termination or expiration of these Terms of Sale, Institution shall destroy, and as applicable cause Service Provider to destroy, all Materials; and Institution shall provide a written declaration to Taconic that this has been done.**

6. These Terms of Sale hereby fully replace the Agreement with effects as of 1st June 2021.

7. These Terms of Sale are subject to publication in the Register of Contracts under the Czech Act No. 340/2015 Coll., on the Register of the Contracts. IOCB shall arrange for publication of these Terms of Sale in the stated Register of Contracts, whereas the extent of publication will be agreed by the parties.

IN WITNESS WHEREOF, Institution has caused these Terms of Sale to be executed by its duly authorized representative on the date set forth below, to be effective as of the date executed on behalf of Taconic ("Effective Date").

Institution: 

By: 
Authorized Representative Signature

Print Name: RNDr. PhDr. Zdeněk Hostomský, CSc.

Title: Institute Director

Institution Name: Ústav organické chemie a biochemie AV ČR, v.v.i., Institute of Organic Chemistry and Biochemistry of the CAS (IOCB), Flemingovo náměstí 542/2, 166 10 Praha 6, Czech Republic

Date: _____ EZcohort Model # 11585 Fee: 5000

Purchase Order Number: _____ (must attach Purchase Order)

By: 
Authorized Representative Signature

Print Name: prof. PharmDr. Tomáš Šimůnek, Ph.D.

Title: dean of the faculty

Institution Name: Univerzita Karlova, Farmaceutická fakulta, Faculty of Pharmacy, Charles University, Heyrovského 1203, Hradec Kralové 500 05, Czech Republic

By: [Redacted]

Authorized Representative Signature

Print Name: RNDr. Petr Dráber, DrSc.

Title: Institute Director

Institution Name: Ústav molekulární genetiky AV ČR, v.v.i., Institute of Molecular Genetics of the CAS (IMG), Vídeňská 1083, 142 20 Prague 4, Czech Republic

READ AND UNDERSTOOD

I have read and understand these Terms of Sale and accept the terms as they relate to my activities as Investigator.

[Redacted Signature] 19/4/21
Signature Date

Institute of Organic Chemistry and Biochemistry of the CAS (IOCB), Flemingovo náměstí 542/2, 166 10 Praha 6, Czech Republic
Phone: (+ [Redacted])
email: [Redacted]

[Redacted Signature] 3/5/2021
Signature Date

Faculty of Pharmacy, Charles University, Heyrovského 1203, Hradec Kralové 500 05, Czech Republic
Phone: [Redacted]
email: [Redacted]

[Redacted Signature] 23.3.2021
Signature Date

Institute of Molecular Genetics of the CAS (IMG), Vídeňská 1083, 142 20 Prague 4, Czech Republic
Czech Centre for Phenogenomics, BIOCEV (IMG), Prumyslova 595, 252 50 Vestec, Czech Republic
Phone: [Redacted]
email: [Redacted]

[Redacted Signature] _____
Signature Date

Gizela Koubkova, PhD
Institute of Molecular Genetics of the CAS (IMG), Vídeňská 1083, 142 20 Prague 4, Czech Republic
Czech Centre for Phenogenomics, BIOCEV (IMG), Prumyslova 595, 252 50 Vestec, Czech Republic
Phone: +420 325 873 218
email: gizela@img.cas.cz

Taconic:

By: [Redacted Signature] 2021 Effective Date: 1 June 2021
Authorized Representative Signature

[Redacted Signature]

Taconic Biosciences, Inc., 1 Discovery Drive, Suite 304, Rensselaer, NY 12144