

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

Allele Biotechnology and Pharmaceuticals, Inc.,

Identification number: EIN 52-2201071
Address: 6404 Nancy Ridge Dr.; San Diego, CA 92121
represented by: XXXXXXXXXX
(hereinafter only "**CLIENT**")

CLIENT and CONTRACTOR hereinafter as '**Parties**' or '**Party**'.

Who agreed on the following Research Service Agreement (hereinafter as '**Service Agreement**' or '**SA**');

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:

'Service' means research service listed in Attachments to 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;

'Material/Materials' means all materials, in particular biological materials necessary to provide the Service and delivered to CONTRACTOR by CLIENT in the course provide of the Service.

'Report' means a report about the results provide the Service, prepared by the CONTRACTOR in a written or electronic format, in the English language.

'NDA' means the Non-Disclosure Agreement concluded on 27.5. 2021 between Parties

II. Subject-matter of this Service Agreement

1. The CONTRACTOR shall provide the CLIENT with the Service for the price listed as an Attachment No. 1 to this SA.
2. The CLIENT acknowledges that the CONTRACTOR will carry out the Service 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 document containing detailed information about the Material/Materials necessary for detailed preparation of the Service.

III. Performance of the Service

1. The CONTRACTOR will execute the Service 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 Service no later than 7 calendar days after the effective day of this SA. In the event of a delay in such providing, the Parties agree that the time of completing of the Service 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 Service 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 to the CLIENT's e-mail specified in Article IV.2. of this SA.
5. CONTRACTOR shall submit a Report on the results of the Service to the CLIENT's e-mail specified in Article IV.2. of this SA not later than 60 calendar days after effective day of this SA. Upon receipt of the message, the CLIENT has 10 calendar days to comment on the message. Within 14 calendar 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 by 21 calendar 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.

IV. Payment

1. The price for the Service is listed in Attachment No. 1 to this SA. The Service will be paid on the basis of the CONTRACTOR'S invoice issued after finishing of the Service in accordance with Article III.5. of this SA.
2. CONTRACTOR shall send invoice and Report electronically to a CLIENT responsible person, which is: [REDACTED] CLIENT shall send questions and comments to the Report electronically to a CONTRACTOR responsible [REDACTED]
[REDACTED]

V. Special Provisions

1. CLIENT remains the owner of all its Materials and by paying the price of the Service becomes the owner of the results of the Service contained in the Report.
2. 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.
3. 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.
4. 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 with prior written consent by CLIENT. 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.
5. 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. 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.

VI. Term of Validity

1. This SA is concluded to provide the Service 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/>).
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. In the event of early termination of the SA by CLIENT, CLIENT undertakes to pay the CONTRACTOR's costs incurred for the provision of the Service provided till the date of termination of this SA. If early termination is requested by CONTRACTOR, CLIENT will not be responsible for costs incurred by CONTRACTOR.

VII. Warranties and liability

1. CONTRACTOR shall perform the Service by applying its best scientific knowledge and best scientific standards. CONTRACTOR has only an obligation of means in the performance of the Service.
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 Service and of the data resulting from the Service.
3. CLIENT acknowledges that the outcome of the Service 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 Service. 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 Service, 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.

VIII. 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 and it may be separated from other provisions of this SA, and will have no impact on validity and enforceability of this SA as a whole.
4. The present SA shall be 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 Allele Biotechnology & Pharmaceuticals Inc. :

[Redacted signature]

Date:

For and on behalf of

RNDr. Petr Dráber, DrSc. Digitally signed by RNDr. Petr Dráber, DrSc.
Date: 2021.06.24 15:53:54 +02'00'

Date:

Attachment No. 1:

Study			
Service	Description	Price without VAT	Expected time frame ***

Attachment No. 2: Study proposal

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

