

General Terms for Material Transfer: [REDACTED]

By signature and email of the scanned document to assay@bsys.ch or dispatch of a hard copy to the address provided above, the licensee, Institute of Organic Chemistry and Biochemistry of the CAS, Flemingovo nám. 2, 166 10 Praha 6, Czech Republic (Licensee) under the supervision of [REDACTED], acknowledges the following terms for transfer and use of the Biological Material as defined herein.

Following Licensee's request, B'SYS, Benkenstr. 254, 4108 Witterswil, Switzerland has developed / will provide the above mentioned [REDACTED] [REDACTED]. B'SYS holds a proprietary interest in the Biological Material and hereby grants to Licensee a non-transferable license, limited to the above place, to possess and use the Biological Material to perform non-commercial, and pure academic research. Under no circumstances Licensee shall perform services for third parties (e.g. fee for service, goods for service, title for service).

Licensee agrees to mention the source of the Biological Materials when results are published or that were generated with the help of the Biological Material. Licensee agrees to notify B'SYS when patents are filed that contain or describe results that were generated with the help of the Biological Material.

The license granted hereunder does not include the right to transfer or sell the Biological Material to any other party or any other laboratory or workplace outside the locations designated above. Licensee will take all reasonable precautions not to enable the Biological Material to be used by any third party. Upon termination of this Agreement, Licensee will either return or destroy the Biological Material and acknowledge in writing of return or disposal.

Transfer conditions, payment:

A. Transfer: B'SYS shall transfer the Biological Material to Licensee within five (5) days of B'SYS's notification and after receipt of the signed Material Transfer Agreement.

The sum of 5'000 EUR is due before delivery. Transport costs, duty and taxes, if any, will be charged separately. The sum represents a discounted price. The use of Mutants at B'SYS does entail research activities but excludes sales of any received Materials of Licensee. B'SYS shall pay for any transport fees, taxes and duties involved with a cell line transfer from Licensee to B'SYS.

B. Transfer following demand: In the event that the Biological Material is lost, damaged, destroyed or Licensee asks for replacement Biological Material for any other reason, B'SYS will transfer such Biological Material to Licensee within five (5) days after Licensee has informed B'SYS's agent about the loss, damage, destruction or lack of Biological Material. Licensee shall bear all costs for the deliverance of new Biological Material. Transfer option is active during 5 years after initial transfer. A handling fee of 1'500 CHF will be charged for transfer demands that arrive later than 2 months after initial transfer.

B'SYS will support this Biological Material for 5 years (back up vials). B'SYS warrants that it has the right to enter into this Agreement. However, nothing in this Agreement shall be construed as a warranty or representation by B'SYS that the use of any Biological Material will or will not infringe patents of third parties. B'SYS makes no representations, extends no warranties of any kind, either express or implied, including warranties for merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to the Biological Material, or the use, sale, or other disposition by licensee of services.

The term of this license shall begin on the effective date of this Agreement and continue perpetually unless this Agreement is terminated. Upon the termination of this Agreement by Licensee, Licensee shall cease any use of the Biological Material for any purpose, at which time all of the Biological Material and Derivative Biological Material shall be entirely destroyed. Derivative Biological Material as used herein shall mean any other Biological Material or products that are derived from, are produced by use of, or that wholly or partially incorporate the Biological Material.

All research and development activities, strategies, and decisions are at the discretion of Licensee, and Licensee shall rely on its own expertise with respect thereto. Licensee shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold B'SYS harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of the death of or injury to any person or out of any damage to property and against any other claim and liability of any kind whatsoever, resulting from the production, manufacture, or use of the Biological Material by or on behalf of Licensee.

This Agreement shall be construed in accordance with the laws of Switzerland, jurisdiction and venue for any dispute shall be in Basel, Switzerland.

For B'SYS GmbH Date: [REDACTED] [REDACTED], CEO	For the client, legally authorized Date: [REDACTED] Name, position: [REDACTED] Signature: [REDACTED]	For the client, legally authorized Date: [REDACTED] Name, position: [REDACTED] Signature: [REDACTED]
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3.8.2021