SERVICES AGREEMENT

This Services Agreement (the **Agreement**) is made as of 1st October 2022 (the **Effective Date**) between

CasInvent Pharma a.s., Business ID No. 09684221

Registered office at Komenského náměstí 220/2, Brno-město, CZ-602 00 Brno, Czech Republic

represented by:

[redacted]

Customer

and

Fyziologický ústav AV ČR, v. v. i., Business ID No. 67985823

registered office is at Vídeňská 1083, CZ-14220 Praha 4, Czech Republic

Bank: Komerční banka

Bank account: 107-5471080257/0100

SWIFT CODE: KOMBCZPPXXX

IBAN: CZ94 0100 0001 0754 7108 0257

represented by [redacted]

Provider

collectively referred to as the **Parties**, and individually as a **Party**.

Preamble

A. The Customer is active in the field of drug development; and

B. The Customer wishes the Provider to perform preclinical testing services concerning the development of candidate medications and consultations related to appropriate strategies of preclinical testing;

C. The Provider as a public research institution is willing to perform such services in accordance with the terms and conditions set forth in this Agreement;

D. This Agreement sets out the framework conditions for performing such services.

Now, therefore, the Parties hereby agree as follows:

1. Scope and Performance of Services

1.1 The Provider will provide the Customer the following services as a testing institute according to the Decree of the Ministry of Health and the Ministry of Agriculture No. 86/2008 Sb., o stanovení zásad správné laboratorní praxe v oblasti léčiv (**the Decree**):

1.1.1. Non-clinical safety testing in vivo on rodent models; in collaboration with external partners of the Provider also non-clinical safety testing in vivo on non-rodent models, including GLP experiments;

1.1.2. Biochemical and hematological analyses of the samples from the tested animal models;

1.1.3. Histopathological evaluation of the tissues of the tested animals;

1.1.4. Development and validation of the analytical methods for the determination of the tested compound concentration in blood, plasma or homogenised tissue samples;

1.1.5. Determination of the tested compound concentration in blood, plasma or homogenised tissue samples;

1.1.6. Consultations and other support (regulatory discussions) etc.) related to the preclinical testing;

and other Services (the **Services**) as described in the work order. The Work Order is attached to this Agreement as Annex A (the **Work Order**).

1.2 The Provider shall perform the Services in accordance with the terms of this Agreement and the Work Orders. The Work Order which is attached to this Agreement as Annex A becomes binding on the Effective Date and creates an integral part of this Agreement. The terms of this Agreement shall apply to the Work Order. In the event of a conflict between the terms of this Agreement and the terms of the Work Order, the terms of this Agreement shall govern, unless the Work Order makes an explicit reference to the provision of this Agreement which shall be amended.

1.3 The Parties may mutually agree to change or expand the Services by executing a change to the Work Order in writing. The change order must describe such changes in the document form attached to this Agreement as Annex B (each, a **Change Order**). Each such Change Order will be incorporated by reference into the respective Work Order, and it must be signed by authorized representatives of the Parties.

1.4 The Provider shall provide the Services with due care in accordance with the standards and practices that are generally accepted in the industry and exercised by other persons engaged in performing similar services in Europe.

1.5 The Contractor is obliged to perform the Services only by qualified workers who are duly acquainted with those parts of the Decree that relate to their roles in performing the Services. The premises, equipment and materials which the Provider uses in the performance of the Services must allow for the timely and proper conduct of the Services.

2. Compensation and Terms of Payment

2.1 The Customer shall pay 50% down payment of the price as set forth in the Work Order after the Work order becomes valid. The Provider shall issue an invoice for the down payment after the date of signing the Work Order which is attached to this Agreement as Annex A.

2.2 If the Provider properly provides the Services to the Customer, the Customer shall pay other 50% of the price as set forth in the Work Order after handover of Final report.

2.3 After finishing the Services, the Provider shall send the Customer a written request to take over the deliverables of the Services. In the request the Provider suggests a handover date and time at least 7 days in advance.

2.4 The Provider shall hand over the deliverables of the Services to the Customer. The Parties sign a handover protocol as a proof of delivery. The parties may conduct the handover and signing electronically if applicable.

2.5 The Provider shall issue an invoice for the payment after the date of signing the handover protocol.

2.6 If the Customer asserts any defect of the deliverables of the Services within thirty days from the date of signing the handover protocol, the Provider shall remove the defects without delay at its own expenses. The defects are removed if the Parties declare the removal by signing a written protocol of removing the defects. The Provider may issue an invoice to account the price of the handed over deliverables only if the defects are removed.

2.7 The Customer shall pay the invoices within thirty days after the receipt of the invoice.

2.8 If the Provider does not hand over the deliverables of the Services or remove their defects in accordance with this Agreement, the Customer is not obliged to pay the price of the Services if the Provider breaches this Article.

2.9 The price as set forth in the Work Order includes all material cost, personal cost, preparation of study plan and the Final report in English language.

3. Confidentiality

3.1 All pieces of information, data or materials disclosed or otherwise made accessible under this Agreement shall be subject to the Confidential Disclosure Agreement between the Parties dated 7.12.2020 (the **CDA**) as well as the Material Transfer Agreement (MTA) dated 8.11.2022 which shall remain in full force and effect with the necessary changes (*mutatis mutandis*).

3.2 The Provider may not publish any articles or make any public presentations relating to the Services provided to the Customer hereunder or in any other way related to the subject matter of this Agreement or referring to data, information or materials generated as part of the Services without the prior written consent of the Customer.

4. Intellectual Property

4.1 Customer shall own all rights, title and interest in the results of the Services and in any discoveries or inventions made by either Party in connection therewith.

4.2 The Provider hereby assigns to the Customer or its designee all right, title and interest in the results of the Services (including all patent rights, copyrights, trade secrets and other intellectual property rights therein). The Provider agrees to fully cooperate with the Customer to enable the Customer to obtain patent and/or other intellectual property rights protection therefore.

4.3 Other than as expressly provided in this Agreement, neither Party shall acquire ownership of or obtain any rights in any of the other Party's intellectual property rights.

5. Reports

5.1 Upon the completion of each milestone of the Services under the Work Order and/or upon expiration or termination of this Agreement, the Provider shall provide the Customer with a final report of the performance of the Services (**Final Report**) in writing and by e-mail, unless the relevant Work Order requires another form. The Provider provides the Customer the Final Report at the latest together with the written request provided in accordance with the Article 2.3.

6. Terms and Termination

6.1 This Agreement shall take effect on the Effective Date and, unless sooner terminated by mutual agreement or as otherwise provided in this Agreement, shall remain in force until 31st December 2023 or as otherwise extended by the Parties in writing.

6.2 If a Party breaches a material term or condition of this Agreement, the non-breaching Party shall have the right to terminate this Agreement after thirty days prior written notice to the other Party unless any such breach is cured within said thirty days. Termination shall be in addition to all other rights and remedies available to the non-breaching Party at law.

6.3 Either Party may terminate the Agreement immediately, by providing written notice to the other Party upon the occurrence of any of the following events, but no later than six (6) months after becoming aware of such event:

(a) the liquidation or dissolution of the other Party, or the commencement of insolvency procedures or any proceeding under any bankruptcy, insolvency or moratorium law, or any other law or laws for the relief of debtors which proceeding is not dismissed within sixty days, or the appointment of any receiver, trustee or assignee to take possession of the properties of the other Party;

(b) the sale, lease or other disposition of at least seventy-five percent (75%) the other Party's business or assets, to a person other than an Affiliate of such Party;

(c) the cessation of substantially all of the other Party's business operations.

6.4 This Agreement may be terminated by the Customer by giving written notice of no less than ninety (90) days to the Provider.

6.5 Upon expiration or termination of this Agreement, the Provider shall promptly provide the Customer with all results of the Services and return all Confidential Information to the Customer. The Provider may retain one archival copy, or extract, or other reproduction, of the results solely to evidence the Provider's compliance with the terms herein.

7. Legal Compliance

7.1 The Provider shall comply with all mandatory applicable laws, statutes, rules and regulations governing its performance of this Agreement, including, but not limited to, those relating to safety, health and the environment, fair labor practices, unlawful discrimination, and debarment.

7.2 The Provider expressly acknowledges, that if it performs studies under the regime of the Decree, it shall respect the principles of good laboratory practice pursuant the Decree in order to maintain a quality system that covers the organizational process and the conditions under which non-clinical safety studies are planned, performed, monitored, recorded, archived and submitted.

7.3 The Provider is obliged to enable the Customer to control if the Provider respects all mandatory applicable laws, statutes, rules and regulations governing its performance of this Agreement, especially the Decree laying down the principles of good laboratory practice in the field of medicinal products. The Customer is entitled to perform this control within the time specified in the previous agreement with the contractor.

7.4 The Provider shall obtain and maintain all licenses, permits, governmental approvals and registrations required by applicable laws and regulations for the provisions of the services under this Agreement. Upon request of the Customer, the Provider shall promptly provide satisfactory evidence to the Customer that all necessary licenses, permits, approvals and registrations have been obtained.

8. Miscellaneous

8.1 *Authorization.* The Provider represents and warrants to the Customer that (i) it is a public research institution; (ii) it has the power and authority to conclude this Agreement; and (iii) it has power and authority to make, deliver and perform its obligations under this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

8.2 *Independent Parties*. Nothing in this Agreement shall be deemed or construed to constitute or create between the Parties hereto a partnership, joint venture, agency, or other relationship other than as expressly set forth herein. Neither Party shall be responsible for the acts or omissions of the other Party, and neither Party shall have authority to speak for, represent or obligate the other Party in any way without prior written consent of the other Party.

8.3 *Notices.* All notices under this Agreement shall be in writing, sent by email (PDF) to the address specified below, or first-class registered or recorded delivery mail to the Party being served at its address specified above or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that Party's first signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

Contact email address: Provider [redacted]

Customer [redacted]

8.4 *No Assignment | No Sub-contracting.* Neither Party may sub-contract or assign this Agreement in part or in whole or any rights or obligations hereunder without the prior written consent of the other Party.

8.5 *Amendments | Waivers | PDF-signatures.* This Agreement may not be amended, nor any right or obligation waived, except by a written instrument signed by both Parties, whereby pdf signatures will be considered original signatures.

8.6 *Invalidity.* If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate any other provisions of this Agreement and the Parties hereto shall attempt, through negotiations in good faith, to replace any part of this Agreement so held to be invalid or unenforceable. The failure of the Parties to reach agreement on the replacement provision shall not affect the validity of the remaining part of this Agreement.

9. Governing Law and Place of Jurisdiction

9.1 This Agreement shall be exclusively governed by the Law of the Czech Republic without regard to the provisions of the UN-Convention regarding Contracts on the International Sale of Goods (Vienna Convention).

9.2 All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendment or termination, shall be resolved exclusively by the courts of the Czech Republic.

9.3 The Annexes to this Agreement constitute an integral part of this Agreement.

CasInvent Pharma a.s.

.....

[redacted] chairman of the board of directors

Fyziologický ústav AV ČR, v. v. i.

.....

[redacted] director

FYZIOLOGICKÝ ÚSTAV AV ČR
Fyziologický ústav AV ČR, v. v. i.
Vídeňská 1083, 142 20 Praha 4
IČ: 67985823 – DIČ: CZ67985823

ANNEXES:

ANNEX A: Work Order

ANNEX B: Sample Change Order

CasInvent Pharma a.s.

.....

[redacted], chairman of the board of directors

Fyziologický ústav AV ČR, v. v. i.

[redacted] DrSc., director

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ANNEX A – Work Order

[redacted]

[redacted]The Parties hereby agree as follows:

1. Work Order

[redacted]

2. Services

[redacted]

Study outline:

Animal species	[redacted]
Age	
Sex	
Number of animals	
Test Item	
Vehicle	
Administration route	
Dosing rate	
Administration volume	
Study Endpoints	
Dose and Dosing regimen	
Test Item consumption (48 animals)	

Timelines (study duration)	[redacted]
Daily Clinical observation – TOX animals	
Detailed clinical observation (outside the cage)-TOX animals	
Weighing of animals	
Food consumption – TOX animals	
Diet specification	
Hematology-TOX	
Coagulation-TOX	
Clinical chemistry (Test Site)-TOX	
Urinalysis-TOX	
Necropsy, gross pathology-TOX	
Histopathology -TOX	
Analytical work - TK	
TK parameters	
Statistical assessment (TOX and TK)	
Documentation	

TK – sample collection – dose groups

		0	15	30	120	240	480	1440

[redacted]

TK – sample collection – control group:

		0	120	240

[redacted]

Table 1: List of tissues to be collected within study from each animal (Test Facility standard scope):

	Tissue/Organ	Weight	Fix	Slide	Microscopy
1	Adrenal glands *	[redacted]			
2	Aorta				
3	Brain (4 sites examined)				
4	Bone (femur with femoral-tibial joint and cartilage)				
5	Caecum				
6	Colon				
7	Duodenum				
8	Epididymides *				
9	Eyes (incl. optic nerves, lacrimal and harderian glands) *				
10	Heart				
11	Ileum				
12	Jejunum				
13	Kidneys *				
14	Larynx				
15	Liver				
16	Lungs (incl. Main stem bronchi)				
17	Mesenteric lymph nodes				
18	Esophagus				
19	Ovaries *				
20	Oviductes*				
21	Pancreas				
	Payers patches (gastro-intestinal tract)				
22	Pituitary gland				
23	Prostate gland (coagulating glands)				
24	Rectum				
25	Salivary glands (mandibular, parotid)*				
26	Seminal vesicles				
27	Sciatic nerve				
28	Skeletal muscle (thigh muscle)				
29	Skin and mammary gland				
30	Spinal cord (3 levels examined)				
31	Spleen				

32	Sternum (with bone marrow)
33	Stomach
34	Testes *
35	Thymus
36	Thyroid gland (incl. parathyroid) *
37	Tongue
38	Trachea
39	Urinary bladder
40	Ureters
41	Uterus + cervix
42	Vagina
	All gross lesions

[redacted]

[redacted]

3. Timelines

[redacted] expected start - October 2022

4. Compensation

The total amount of compensation to the Provider under this Work Order:

CZK 1 053 000 (excluding VAT).

CasInvent [redacted]

.....

[redacted] chairman of the board of directors

Fyziologický ústav AV ČR, v. v. i.

[redacted]

.....

DrSc., director

FYZIOLOGICKÝ ÚSTAV AV ČR
Fyziologický ústav AV ČR, v. v. i.
Vídeňská 1083, 142 20 Praha 4
IČ: 67985823 – DIČ: CZ67985823

ANNEX B – Sample Change Order

This Change Order is made to the Work Order dated … (the **Work Order**), between CasInvent Pharma, a.s. (**Customer**) and **Fyziologický ústav AV ČR, v. v. i.** (**Provider**) under the Services Agreement dated … (the **Agreement**).

The Parties hereby agree to make as the following changes to the Work Order:

I. Change to the Services:

The scope of the Services will be amended as follows:

II. Change to Fees and Expenses:

How will additional expense be billed?

☐ Time and Material Basis ☐ Lump Sum

Work Order fee due to this Change Order will be increased/decreased by:

_____

The new fee due to this Change Order will be:

_____

III. Change to Timeline:

The timeline for performance will be increased / decreased by _____calendar days.

The date for completion of all work under this Change Order will be _____.

CasInvent Pharma a.s.

.....

[redacted], chairman of the board of directors

Fyziologický ústav AV ČR, v. v. i.

.....

MUDr. Jan Kopecký, DrSc., director