**COLLABORATION FRAMEWORK AGREEMENT**

This Collaboration Framework Agreement (“Agreement”) is made effective as of date (“Effective Date”), by and between:

**Veterinary Research Institute**

seated at: Hudcova 296/70, Brno - Medlánky, Postal Code: 62100, Czech Republic

ID: 00027162

Tax identification No.: CZ00027162

represented by xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

(hereinafter referred to as **„VRI“**)

**and**

**Allero Therapeutics BV**

seated at: Marconistraat 16, 3029AK Rotterdam, The Netherlands and established on 16 April 2019 under Dutch law, RSIN: 859965661,

Tax identification No.: NL859965661B01, represented by xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, together with its affiliated companies (hereinafter referred to as **„Allero“**)

(together hereinafter referred to as the **„Parties“**)

**ARTICLE 1 - PURPOSE**

**The purpose of this Agreement is to set forth:**

(i) the terms and conditions under which VRI and ALLERO shall cooperate for the achievement of the R&D Services;

(ii) the ownership of the data, information, results and materials that are generated under the R&D Services (hereinafter

referred to as “Results”);

(iii) the conditions of exploitation of the Results.

**ARTICLE 2 – RESEARCH & DEVELOPMENT PERFORMANCE**

2.1. VRI will:

(i) perform the R&D Services according to written specification described in Statement of Works (SOWs) provided by ALLERO and agreed upon by VRI. Each SOW will be executed and signed by legal representatives of both Parties with all reasonable promptness and diligence. A budget specification will be part of every SOW.

(ii) make available facilities and qualified personnel to perform the R&D Services;

(iii) provide a written and signed final research report describing the results of the performed R&D Services as laid down in the SOW (hereinafter referred to as “Final Report”), not later than 1 month after finalizing the required R&D activities, and send it to ALLERO by email (xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx).

2.2. ALLERO will:

(i) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx;

(ii) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx;

(iii) xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

**ARTICLE 3 – PAYMENT TERMS**

3.1. The payment terms will be defined in each SOW.

3.2. Invoices will be sent to ALLERO as pdf to the attention of xxxxxxxxxxxxxxxxxx (email contact: xxxxxxxxxxxxxxxxxxxxxxxxxxxxx).

3.3. Payments shall be made to VRI by ALLERO by bank transfer in Euros at the account that will be indicated on the invoice, no later than thirty (30) days after the invoice date.

3.4. For delay in payment, ALLERO shall pay a fee of 0.05% of the total value of the particular invoice for each day of delay that has begun. The fee shall be paid by ALLERO to the VRI's account within 10 days after receiving a Delayed payment Notification.

**ARTICLE 4 – INTELLECTUAL PROPERTY**

**4.1. Background**

Any intellectual property right, which is owned by either Party before the execution of this Agreement shall exclusively remain the sole property of such Party.

**4.2. Results and Know How**

1. Any know how and Results resulting from the R&D Services that are solely related to the formulation and results of therapeutic effects, and results of immunological methods (“ALLERO Results”), shall be owned exclusively by ALLERO, which shall be free to protect them by intellectual property rights in its sole name and at its own costs. Allero shall be free to use, and/or transfer to third parties, any materials generated under the R&D Services for research and development purposes.
2. Any know how and Results resulting from the R&D Services other than those according to Section 4.2 under a), in particular those that are related to the animal model as such (“VRI Results”), whether patentable or not, shall be the exclusive ownership of VRI, which shall be free to protect them by intellectual property rights in its sole name and at its own costs.

**ARTICLE 5 – CONFIDENTIALITY / PUBLICATIONS**

**5.1. Confidentiality**

The Parties agree to treat and maintain as confidential any and all information exchanged in the course of performing the R&D Services which shall be considered as Confidential Information pertaining to the Disclosing Party. Notwithstanding any of the foregoing, Parties acknowledge and agree that i) ALLERO Results, the data and information in the Final Report, and the Final Report itself, shall be considered Confidential Information of ALLERO, and ii) the VRI Results shall be considered Confidential Information of VRI.

Each Party, for itself and on behalf of its officers and employees, agrees to hold in strict confidence Confidential Information of the other Party and not to disclose, any part of it to others.

Each Party further agrees not to use Confidential Information of the other Party except in furtherance of the purposes of this Agreement.

The dispositions of this Article shall survive the end of this Agreement for a period five (5) years.

**5.2. Publications / Communications**

Any publication or communication made by VRI or ALLERO related to the R&D Services and any Results arising the R&D Services will be performed in collaboration between authors from VRI and authors from ALLERO. The authorship will be agreed between ALLERO and VRI. The results will not be published without the prior agreement by ALLERO.

**ARTICLE 6 – COORDINATION**

6.1. Each Party shall designate one person to serve as its coordinator with responsibility for supervising the implementation of this Agreement. The coordinators may nominate other suitable persons to represent them.

6.2. The coordinator for the ALLERO shall be xxxxxxxxxxxxxxxxx, (xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx).

The coordinator for VRI shall be xxxxxxxxxxxxxxx (xxxxxxxxxxxxxxxxx), and xxxxxxxxxxxxxxxxxxxx (xxxxxxxxxxxxxxxxxxxxxxx), and xxxxxxxxxxxxxxxxxxxxxx (xxxxxxxxxxxxxxxxxxxxxxxxxx).

6.3. All notifications and correspondence under this Agreement shall be sent to the coordinators.

6.4. Each Party shall notify the other in writing of any changes concerning its designated coordinator.

**ARTICLE 7 – WAIVER – AMENDMENT**

7.1. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived only by a written instrument executed by each Party.

7.2. No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

**ARTICLE 8 - ASSIGNABILITY**

Neither Party may assign this Agreement without the prior written consent of the other. This Agreement and the provisions hereof shall be binding upon and inure to the benefit of each Party's respective successors and assigns.

**ARTICLE 9 – TERM - TERMINATION**

9.1. The Parties note and make it undisputable that according to Czech legislation, Act No. 340/2015 Coll., to have the Agreement become valid and effective, it must be disclosed in the Register of contracts. Therefore, the Parties have agreed this Agreement becomes valid on the date of its signature by the Parties and effective as of the day of its disclosure in the Register of contracts pursuant to the previous sentence (the “Effective Date”).

VRI shall file this Agreement at the aforementioned register immediately after the last signature and inform in writing ALLERO of the said registration.

9.2. Each Party may forthwith terminate this Agreement effective upon giving of a written notice of such termination to the other Party in the event other Party defaults in or breaches any material obligation imposed on it hereunder, breach is not remedied within thirty (30) days after notice thereof by the Party asserting such default or breach.

9.3. Obligations defined in Articles 4 (Intellectual property) and 5 (Confidentiality / Publication) shall survive any termination of the Agreement.

**ARTICLE 10 - GOVERNING LAW / ARBITRATION**

10.1.This Agreement shall be governed by Dutch law.

10.2.All disputes arising on the interpretation or performance of this Agreement which may not be amicably settled by the Parties within four (4) months shall come under the jurisdiction of the Arbitration Court of the International Chamber of Commerce. The language of arbitration shall be English.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in two (2) counterparts as of the date hereinabove set forth and in the presence of two witnesses.

**ALLERO Therapeutics**

Name: xxxxxxxxxxxxxxxxxxx

Title: xxxxxxxx

Date:

Signature:

**VRI**

Name: xxxxxxxxxxxxxxxxxxxxxxxxx

Title: xxxxxxxxxxxxxxx

Date:

Signature: