




SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between:

Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (Ústav organické chemie a biochemie AV ČR, v.v.i.),
VAT No.: CZ61388963, with an address Flemingovo nám. 542/2, 160 00 Prague 6, Czech Republic ("CLIENT")

And **ANS Biotech SA**, VAT No. : FR78489443010, ZI La Varenne, 20-22 rue Henri et Gilberte Goudier, 63200 Riom, France (Head Office)
("ANS Biotech")

Preamble. This Agreement confirms the terms and conditions under which CLIENT will disclose to ANS Biotech proprietary or confidential information ("CLIENT INFORMATION") or materials or samples ("CLIENT MATERIAL") and under which ANS Biotech will perform any pharmacological research services described in ANS Biotech's web site or other sales materials, or any other research services that the Parties may agree to submit to the terms of the present Agreement (hereinafter referred to as "SCIENTIFIC SERVICES").

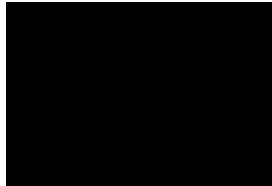
- ANS Biotech agrees to carry out SCIENTIFIC SERVICES requested by CLIENT in connection with CLIENT MATERIAL or CLIENT INFORMATION that CLIENT may provide to ANS Biotech. ANS Biotech will indicate to CLIENT within two weeks of receiving CLIENT's written request, (i) the list of assays and the financial terms for the SCIENTIFIC SERVICES to be performed, and (ii) the time schedule for completion of said SCIENTIFIC SERVICES, by providing CLIENT with a Quotation ("Quotation"). If acceptable to both Parties and except as otherwise mentioned in writing, each Quotation will be considered as part of this Agreement.
- The SCIENTIFIC SERVICES described to date in ANS Biotech's web site or other sales materials may be subject to changes or may be suppressed. To the best of ANS Biotech's knowledge, ANS Biotech is entitled to perform the SCIENTIFIC SERVICES without infringing any issued patents in the country where the SCIENTIFIC SERVICES are performed. Notwithstanding the foregoing, in no event will ANS Biotech be held liable for not being able to perform any SCIENTIFIC SERVICES requested by CLIENT.
- In carrying out the SCIENTIFIC SERVICES, ANS Biotech will take all necessary steps and make reasonable efforts to ensure that the results obtained are scientifically accurate and valid according to the standards presently accepted in the relevant field.
- The results of the SCIENTIFIC SERVICES will be reported in writing to CLIENT promptly upon its completion.
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- In return for performance of the SCIENTIFIC SERVICES, CLIENT shall pay ANS Biotech a certain fee indicated in the corresponding Quotation.
- CLIENT MATERIAL supplied to ANS Biotech by CLIENT will be considered as CLIENT's confidential information and will not be distributed by ANS Biotech to any third party and will remain proprietary to CLIENT. The remaining quantity of CLIENT MATERIAL will be returned to CLIENT upon written request of CLIENT and will not be used by ANS Biotech except as agreed by CLIENT. ANS Biotech agrees not to perform any physical, chemical or biological analysis, other than those listed in the Quotation provided to CLIENT, nor to attempt any determination of the structure of CLIENT MATERIAL (when such CLIENT MATERIAL refers to samples). Notwithstanding the foregoing, ANS Biotech may receive from CLIENT the structure of said CLIENT MATERIAL when such determination is strictly necessary for the performance of the SCIENTIFIC SERVICES, as stated in the Quotation and agreed by CLIENT. Should CLIENT MATERIAL be shipped upon request of CLIENT, such shipping will be made at CLIENT's sole risk and expense, said expense being mentioned in the Quotation.
- CLIENT INFORMATION disclosed by CLIENT to ANS Biotech, as defined in the preamble of the present Agreement, the results of the SCIENTIFIC SERVICES and any written report prepared by ANS Biotech for CLIENT (hereafter the "CONFIDENTIAL INFORMATION"), are considered to be confidential and proprietary to CLIENT. ANS Biotech agrees to hold such CONFIDENTIAL INFORMATION in strict confidence and not to disclose it to third parties whether orally, in writing or by way of samples without CLIENT's prior written consent for a period of  years from the date of the disclosure of said CONFIDENTIAL INFORMATION. Furthermore, ANS Biotech shall not use the CONFIDENTIAL INFORMATION for any purpose other than as recited herein and shall take all necessary and reasonable steps to assure that the CONFIDENTIAL INFORMATION is maintained in confidence. However, CLIENT agrees that ANS Biotech may disclose solely the existence of the engagement of ANS Biotech by CLIENT in normal customer lists prepared by ANS Biotech for general marketing purposes. The obligations of confidentiality and non-use shall apply to each of ANS Biotech's employees who have access to the CONFIDENTIAL INFORMATION. At the request of CLIENT, ANS Biotech shall destroy all copies of documents containing the CONFIDENTIAL INFORMATION in the possession of ANS Biotech, except that ANS Biotech may retain one (1) copy of such CONFIDENTIAL INFORMATION in its confidential files, solely for record purposes as a mean of determining any continuing obligations under this Agreement. Except as otherwise agreed in writing by the Parties, ANS Biotech will retain a copy of reports and experimental records containing experimental descriptions and data generated from this Agreement for a period of  years from their generation. After this time and on request by CLIENT, ANS Biotech shall provide to CLIENT all experimental records and reports obtained from the work performed under the terms of this Agreement. Should these files not be requested by CLIENT six months after the expiration of the five year period above mentioned, ANS Biotech will be entitled to destroy them.

9. All ideas, inventions, data conceived or obtained during the performance of the SCIENTIFIC SERVICES under the terms of this Agreement will be the exclusive property of CLIENT and are to be formally assigned to CLIENT, whether or not patentable, except as otherwise expressly agreed in writing by CLIENT and ANS Biotech. ANS Biotech shall, and shall cause its employees to, (i) execute all documents and perform all acts deemed reasonably necessary by CLIENT to evidence CLIENT's ownership of the intellectual property and (ii) assist CLIENT in preparing, prosecuting, obtaining, registering, maintaining, defending and enforcing, at CLIENT's sole expense, discretion and exclusive control, all patents and any foreign equivalents thereof, copyrights, trade secret rights and other proprietary rights. Notwithstanding the foregoing, CLIENT agrees that ANS Biotech's core technologies shall remain the sole property of ANS Biotech, and that any and all improvements to ANS Biotech's core technologies, whether or not conceived within the performance of services in connection with this Agreement, shall be the sole property of ANS Biotech. For the purpose of the present Agreement "ANS Biotech's core technologies" means [REDACTED] possessed by ANS Biotech, including without limitation, all generally accepted accounting and actuarial principles and all interpretations thereof.
10. ANS Biotech may supply certain data or experimental procedures to CLIENT that are considered to be confidential and proprietary to ANS Biotech, as clearly indicated by ANS Biotech. CLIENT agrees to hold such information in strict confidence and not to disclose it to third parties whether orally, in writing or by any other means without ANS Biotech's prior written consent for a period of [REDACTED] years from the date of the disclosure of said information.
11. One Party (the "RECEIVING PARTY") shall have no obligation of confidentiality with respect to any information disclosed by the other Party (the "DISCLOSING PARTY") that :
 - a. is now in the public domain or subsequently enters the public domain without fault or negligence on the part of the RECEIVING PARTY, its employees, or its affiliates ; or
 - b. can be demonstrated by documentation or other competent proof to have been in the RECEIVING PARTY's possession prior to disclosure by the DISCLOSING PARTY; or
 - c. is properly received by the RECEIVING PARTY from a third party with a valid legal right to disclose such information and such third party is not under confidentiality agreement to the DISCLOSING PARTY; or
 - d. is required to be disclosed pursuant to any order of a court having jurisdiction or any lawful action of a government or regulatory agency; or
 - e. the RECEIVING PARTY's employees who have no knowledge of the DISCLOSING PARTY's confidential information subsequently develop such information independently.
12. ANS Biotech may supply data or experimental procedures to CLIENT that are not confidential. ANS Biotech agrees that CLIENT shall own and be free to use all such non-confidential material without incurring any further obligation.
13. Indemnification. CLIENT shall defend, indemnify and hold harmless ANS Biotech, its employees, directors and officers, from and against any and all liability which it may incur, by reason of CLIENT's use of the results of the SCIENTIFIC SERVICES hereunder; provided, however, that ANS Biotech shall indemnify CLIENT, its employees, directors and officers for any claims for injuries to persons or damage which occur on ANS Biotech's premises or premises under the exclusive control of ANS Biotech.
14. CLIENT acknowledges and agrees that research services provided by ANS Biotech are performed on a non-exclusive basis and, accordingly, ANS Biotech has the right to perform similar services for parties other than CLIENT, provided that ANS Biotech shall comply with its obligations of non disclosure and confidentiality.
15. Termination of this Agreement shall not affect any rights or obligations of the Parties which may have accrued prior to the termination, nor shall it affect the coming into or continuance in force of any provisions of this Agreement which are expressly, or by implication, intended to come into or continue in force after termination. Notwithstanding the foregoing, the obligations of the present Agreement will be suspended in the case of the occurrence of any acts of God or *force majeure* such as but not limited to fire, flooding, water damage, storms and lighting, accidents, an act emanating from an administrative authority, war, rioting, strikes or any other circumstance having a cause beyond the control of one or the other Party, including, without limitation, failure of suppliers, subcontractors or carriers, and preventing said Party from fulfilling any obligations of the present Agreement.
16. Independent Contractors. It is not the intent of ANS Biotech and CLIENT to form any partnership or joint venture, and nothing contained herein shall be construed to empower either Party to act as an agent for the other. The Parties agree that each of them shall, in relation to its obligations hereunder, be acting as an independent contractor.
17. Entire Agreement-Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matters addressed herein. This Agreement may not be amended or modified except by a written agreement signed by both Parties hereto.
18. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.
19. Headings. The descriptive headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
20. This Agreement shall in all events and for all purposes be governed by, and construed in accordance with, the law of Switzerland, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. Courts of Geneva, Switzerland, shall be competent to decide disputes of the Parties with final validity.
21. This Agreement shall remain in force and effect for a period of three (3) years from the last of the two signing dates hereafter.

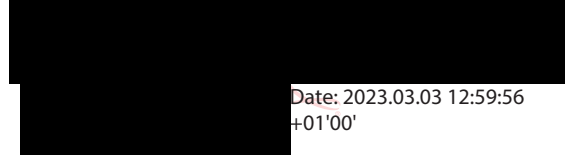


- 22. The Agreement is subject to publication in the Register of Contracts under the Czech Act No. 340/2015 Coll, on the Register of Contracts. Publication of the Agreement in the Register of Contracts shall be done by the CLIENT.
- 23. Made in two originals.

ANS
b [REDACTED]
Title : Chief Business Officer
Date : 03MAR2023
Signature



CLIENT
by : [REDACTED]
Title
Date :
Signature



Date: 2023.03.03 12:59:56
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