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:

**Ústav molekulární genetiky AV ČR, v. v. i.**

**(in Engllish commonly referred to as "Institute of Molecular Genetics of the Czech Academy of Sciences)**

Identification number: 68378050

With its registered seat at: Vídeňská 1083, 142 20 Prague 4, Czech Republic

IBAN: CZ12 0100 0000 1984 8243 0287

BIC: KOMBCZPPXX

Represented by: RNDr. Petr Dráber, DrSc., director

(hereinafter referred to as the **"CONTRACTOR")**

and

**Caslnvent Pharma, a.s.**

Identification Number: 09684221

With its registered seat at: Komenského náměstí 220/2, Brno-město, 602 00 Brno Represented by: xxx, member of the board (hereinafter referred to as the **"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 or IP'** 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 to be delivered to CONTRACTOR by CLIENT in the course of providing the Service, as specified in detail in a Material Transfer Agreement ("MTA"), signed between the Parties on 15th August 2023 (the MTA and this Service Agreement contain all the terms and conditions governing the subject, in case of discrepancies between the two agreements, this Service Agreement's provision shall prevail);

**'Report'** means a report about the results of provided Service, prepared by the CONTRACTOR in an electronic format, in the English language;

**'Know-How'** means unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;

**'Result'** means all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Service;

**"Confidential Information"** means all non-public data, documents and information (regardless of the form in which it is captured) of a technical, financial, operational, legal or commercial nature, including know-how and/ortrade secrets (e.g. technical and security data, technological procedures, manuals, budgets, price calculations, process and financial analyses, customer and supplier data, marketing plans, business strategies and business plans) provided by either Party in connection with this SA, regardless of whether they are expressly marked or designated as confidential;

**"Effective Day"** means the day of publication of the SA in the Czech public contract registry, which will be carried out by the CONTRACTOR (<https://smlouvy.gov.cz/>), pursuant to Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts.

**II. Subject-matter of this Service Agreement**

1. The CONTRACTOR shall provide the CLIENT with the Service, as specified in Attachment No. 2 to this SA for the price listed in the article IV. of this SA. The place of performance of the Service is the CONTRACTOR'S site at Průmyslová 595, 252 50 Vestec.
2. The CLIENT acknowledges that the CONTRACTOR will carry out the Service himself, the Material/Materials shall not be forwarded to third parties, unless explicitly agreed with the CLIENT in writing prior to such action and provided such third party is bound by obligations no less strict than those set out herein and only if local regulations and safety measures allow this transfer.
3. The CLIENT undertakes to provide the CONTRACTOR with necessary cooperation, including providing CONTRACTOR with a document containing detailed information about the Material/Materials necessary for detailed preparation / provision of the Service.

**III. Performance of the Service, Material/Materials transfer**

1. The CONTRACTOR will execute the Service in compliance with the SA and in conformity with the agreed terms fixed in the attachments to this SA and in the separate MTA, unless agreed otherwise by the Parties in writing, and according to reasonable written CLIENT'S instructions. The term for providing the Service is 100 days from the Effective Day of this SA.
2. The CLIENT shall provide the CONTRACTOR with the Material on its own cost, 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 Material/Materials in compliance with all laws and regulations applicable to such Material/Materials according to Czech laws and only for the purpose of execution of this SA. The Material/Materials being experimental in nature must not be used in humans or animals unless - where applicable - explicitly admitted by an ethics committee or regulations on the treatment of laboratory animals.
4. The CONTRACTOR shall use the delivered Material, documents and information for the sole purpose of performing the Service, to fulfil the Party's obligation under applicable law or to protect the legally protected interests of the Party.
5. The Parties agree that all the Confidential Information shall be kept confidential by the receiving Party and shall not, without the prior written consent of the disclosing Party, be disclosed or made available to persons other than the receiving Party's authorized persons. For the avoidance of doubt as to what shall be considered a breach of the confidentiality obligations, complying with a legal obligation to notify or otherwise disclose Confidential Information to courts or governmental authorities does not constitute a breach of confidentiality obligation; in the event of disclosure of Confidential Information in the manner set forth in the preceding sentence, to the extent permitted by applicable law or individual legal act(s), a Party shall promptly inform the other Party of the scope and nature of the information it has been or will be required to disclose, to whom and based on what law or individual legal act. Notwithstanding the foregoing, the following shall not be considered Confidential Information: information that was available to the receiving Party on a non-confidential basis prior to the disclosure of such information by or on behalf of the disclosing Party; or information that is public or publicly available or becomes public or publicly available other than as a result of a breach of this SA by the receiving Party; or information that has been lawfully received from a third party, provided that the receiving Party has a good faith belief that such third party is not subject to any obligation of confidentiality in relation to such information.

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1. The CONTRACTOR is obliged to inform the CLIENT without undue delay as soon as this fact could have been ascertained about all circumstances and/or changes that might negatively affect the performance of the Service. Such information shall be sent to the CLIENT'S e-mail address specified in Article IV.4. of this SA. The Parties commit to promptly discuss further steps regarding the performance of the Service.
2. CONTRACTOR shall submit a Report on the results of the Service to the CLIENT'S e-mail address specified in Article IV.4. of this SA not later than 100 calendar days after Effective Day of this SA. The Report is considered received on the next working day following the day of its submission by the CONTRACTOR. Upon receipt of the Report, the CLIENT has 30 calendar days to comment on the Report. Within 14 calendar days of receiving the CLIENT'S comments, the CONTRACTOR will correct the Report or answer the CLIENT'S questions and the CLIENT must confirm the acceptance of the Report within 3 working days, and shall not delay the acceptance without objective reasons, otherwise the acceptance is presumed to be given. The day of acceptance of the Report 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 according to article IV.3. of this SA. If the CLIENT does not comment on the original Report by 30 calendar days from its delivery (or within 14 calendar days in case of updated Report / answered questions as described above), acceptance is irrefutably presumed to be given and the CONTRACTOR is entitled to issue an invoice for the price of the Service, according to article IV.3. of this SA.

**IV. Payment**

1. The total price for the Service is 232 400,- CZK excl. VAT, price calculation is listed in Attachment No. 1 to this SA. The Service will be paid on the basis of two separate invoices.
2. The first invoice for xxx CZK excl. VAT (covering the management, initiation of Service) will be issued immediately after signature of the SA.
3. The second invoice for xxx CZK excl. VAT will be issued after acceptance of Report in accordance with Article III.7. of this SA.
4. CONTRACTOR shall send invoice and Report electronically to a CLIENT responsible person, which is: xxx. The CLIENT shall send questions and comments to the Report electronically to a CONTRACTOR responsible person, which is: xxx. All invoices according to this SA are due 30 calendar days from the date of issue.
5. In the event of the CLIENT'S delay with any payment, the CONTRACTOR is entitled to demand a contractual penalty of 0.1 % of the amount due (incl. VAT) for each day of delay.

**V. Use and exploitation of Intellectual property rights**

1. CLIENT remains the owner of all its Materials and by paying the price of the Service becomes the sole owner of the Results of the Service contained in the Report.

1. CONTRACTOR shall remain the owner of all its methods and tools, viruses, animal and cell models used or developed in the performance of the Services as well as of any Intellectual Property rights pertaining thereto.
2. 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 and to CONTRACTOR on CLIENT'S Intellectual Property obtained before, after and/or outside of this SA.
3. The CONTRACTOR shall have the right to publish findings and Results only after CLIENT'S prior written consent with publication of such Results provided that the CLIENT and the relevant CLIENT'S Researcher/s are either named as co-authors of the publication or cited as the source of the Material/Materials, according to the respective contribution of the Material to the publication. The CONTRACTOR shall submit all publications four weeks prior to their public disclosure to the CLIENT. The CLIENT shall send written consent, rejection, or other comment on the publications to the CONTRACTOR within two weeks from the date of receiving the submission of a publication draft, otherwise it shall be deemed that the consent has been granted. The CONTRACTOR shall redact or delete any Results or IP from the publication if so requested by CLIENT. The CLIENT agrees to keep CONTRACTOR'S publications confidential until published by the CONTRACTOR. The CONTRACTOR agrees to postpone the publishing of the publication until the CLIENT applies for patent or other protection ofsuch Results, unless the CLIENT confirms to the CONTRACTOR that such Result will not be applied for such protection or unless application for patent or other protection does not take place within 3 months from the date when the CLIENT requests the CONTRACTOR to postpone such publishing.
4. 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. This Service Agreement becomes valid on the date of its signature by both Parties and effective on the Effective Day. Attachment No. 1 will not be published, due to being a price calculation, which has an exemption from publishing according to §3/2/1) of the Act No. 340/2015 Coll. Attachment No. 2 to this SA will not be published, due to being an information fulfilling the trade secret definition of the Act No. 89/2012 Coll., Civil Act, as amended.
2. This SA is concluded for the period agreed in article lll.1. and III.2. of this SA. The provisions concerning Intellectual Property, publications, and. liability shall survive the expiration and/or termination of this SA.
3. Any Confidential Information shall continue to be treated as confidential under this SA, even after the termination of this SA, for a period of:
4. Indefinite in the case of information that meet the legal definition of a trade secret (i.e., for as long as the information will be a trade secret), for a minimum of 10 years.
5. For the duration of the protection of intellectual property rights, including industrial legal protection, e.g. patents, inventions, trademarks, etc.
6. For a period of 10 years from the termination of this SA for other information not listed above.
7. In the event of a breach of obligations set out by the SA, CLIENT or CONTRACTOR is entitled to terminate this SA by delivering a written notice to the Party in breach of this SA. The notice shall contain a request for redress/remedy of the breach of SA's obligations within 30 (thirty) calendar days, unless a redress/remedy is not feasible. If the Party in breach has not fully remedied the breach of SA within the given period or the breach cannot be remedied, the termination of the SA will be effective once the given period of 30 days expires.
8. 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, including the full cost according to article IV.2 of this Agreement. If such termination is due to a substantial breach of this Agreement on the CONTRACTOR'S part and such breach was not remedied within 14 calendar days of notification of such breach from the CLIENT, the previous sentence does not apply.
9. In the event of early termination of the SA by CONTRACTOR, CLIENT undertakes to pay the CONTRACTOR'S costs incurred for the provision of the Service provided till the date of termination of this SA, including the full cost according to article IV.2 of this Agreement, however only in case of substantial breach of this Agreement on the CLIENT'S part and if such breach was not remedied within 14 calendar days of notification of such breach from the CONTRACTOR.
10. In the case of this SA's expiration or termination, and upon request from the CLIENT, the CONTRACTOR will return or destroy any remaining Material/Materials if local regulations and safety measures allow.

**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 the Results or any 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 or Results 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 registered seat address of the other Party, specified herein.
3. This SA shall be governed by the law of the Czech Republic. The Parties exclude the application of conflict of laws rules of international law. In accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the Parties agree to the local jurisdiction of the court of first instance in the place of the CONTRACTOR'S registered office for the settlement of disputes arising from the SA.
4. 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.
5. The present SA shall be written up in the English language, in two counterparts of which either being valid as the original. Each Party shall receive one counterpart. Alternatively it shall be signed by both Parties with qualified electronic signatures according to "elDAS" regulation of European Union, which constitutes an original of this SA.
6. 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 Ústav molekulární genetiky AV ČR, v. v. i.:

Date:

RNDr. Petr Dráber, DrSc., director

For and on behalf of Casinvent Pharma a.s.:

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Date:

xxx, člen představenstva

Date:

Alexander p čpppxxx, člen představenstva

Attachment No. 1 - Price calculation:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service | Item | Unit price | Amount | Price (without VAT) |
| Project | Project initiation, legal and project license arrangements |  | 1 |  |
| Study | xxx |  | 1 |  |
|  | xxx |  | 2 |  |
|  | xxx |  | 1 |  |
|  |  |  |  |  |

TOTAL PRICE without VAT

232 400.00 Kč

**Attachment No. 2: Service details**

**Service: In vivo testing**

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