**Research Agreement**

This agreement is made and entered into by and between

**Evonik Operations GmbH**, having a place of business at Rellinghauser Str. 1-11, 45128 Essen, Germany

- herein “**Evonik**” -

and

**International Poultry Testing Station**, having a place of business at Ustrasice 63, 390 02 Tabor 2, Czech Republic

- herein “**Contractor**” -

Evonik and Contractor herein individually "**Party**" and collectively "**Parties**"

**Preamble**

WHEREAS, Evonik is inter alia a supplier of animal feed additives and in this context has developed, as a result of extensive research and development, considerable know-how and expertise in the field of efficient, sustainable animal nutrition; and

WHEREAS, Contractor has recognized expertise and has available know-how, facilities and equipment, and qualified personnel to carry out scientific work (including feeding trials) in the field of the use of amino acids and other feed additives in animal nutrition; and

WHEREAS, Evonik wishes to commission Contractor with the research in the area of evaluation of the effectiveness of a phytobiotic product (PhytriCare) and various nutritional conditions, including two dietary protein levels and two dietary soluble fiber levels, for broilers (Evonik trial no. 37.53.23002); and

NOW THEREFORE the Parties agree as follows:

1. Definitions

**Affiliate** means in the case of Evonik, Evonik Industries AG and any entity that is controlled by Evonik Industries AG, to the exclusion of Evonik. “Control” hereby means the possession, directly or indirectly, of the power to direct or cause the direction of the management and/or operating policies of the entity in respect of which the determination is being made, through the ownership of voting securities, contract or otherwise.

**Agreement** means this Research Agreement together with its Exhibits.

**Background** **IP** of a Party means the IP which such Party owns or controls prior to the commencement of the Project, or thereafter acquires or independently develops outside the Project.

**Effective Date** means October 15, 2023.

**Final Report** means a written report to be provided by Contractor after the finalization of the Project containing all and any Foreground IP. The form and content of the Final Report are further specified in the Project Plan.

**Foreground IP** means new IP created in the performance of the Project.

**Information** means any and all information, including but not limited to technical, commercial and business information that is disclosed directly by Evonik or indirectly through an Affiliate of Evonik and/or any third party acting on behalf of Evonik or its Affiliate, to the Contractor in connection with this Agreement, irrespective of the form or format in which such information has been disclosed or transmitted (in writing, on electronic storage media, per e-mail, other means of electronic communication, orally or otherwise, including without limitation the provision of samples). Confidential Information shall also include any information obtained by the Contractor under or in connection with this Agreement by visual inspection during audits, visits and/or demonstrations in laboratories, pilot plants and/or production facilities of Evonik, including without limitation plant design and equipment, and the applications and modes of operation thereof.

**IP** means and includes

all secret know-how and expertise including, without limitation, specifications, composition, processes, procedures, instructions, technology and any other technical information which are contained in drawings, photographs, samples, models and other written or electronic documentation;

all intellectual property rights, including without limitation patents, utility models and applications thereof; and

software and other creation being subject to copyrights.

**Milestone** means the milestones defined in the Project Plan.

**Project** has the meaning set forth in Article 2.1.

**Project Plan** has the meaning set forth in Article 2.2.

**Work Results** means any and all results, findings, and conclusions, in each case, provided or produced in the course of the Project, including without limitation the Final Report, Foreground IP as well as any material, further including without limitation, samples of products and models as well as any other deliverables as specified in the Project Plan.

**Samples** has the meaning set forth in Article 3.3.

1. Subject of this Agreement

The subject matter of this Agreement is the performance of a nutritional animal study in the area of evaluation of the effectiveness of a phytobiotic product (PhytriCare) and various nutritional conditions, including two dietary protein levels and two dietary soluble fiber levels, for broilers commissioned by Evonik and to be carried out by Contractor with the aim of achieving the results as envisaged in the Project Plan (hereinafter the “**Project**”).

The scope of the Project to be performed, including the Milestones, is set out in Exhibit 1 (the “**Project Plan**”). Evonik may at any time request to amend the Project Plan in which case the Parties shall negotiate in good faith a written amendment of the Project Plan.

1. Obligations of the Parties

Contractor hereby agrees to use its best efforts and all due skills and care to develop the results as envisaged in the Project Plan to achieve the Milestones and to meet the agreed deadlines.

If, during the Project, it becomes evident that the Project cannot be performed in accordance with the Project Plan, Contractor shall without delay inform Evonik of this situation. Upon request of Evonik, the Parties shall negotiate in good faith a written amendment of the Project Plan.

Evonik shall provide Contractor, upon Evonik’s discretion, with such information it deems necessary to perform the Project. Evonik will provide Contractor free of charge with samples of Evonik’s feed additives (herein ”Samples”) to be tested in the course of the Project in quantities reasonable to enable Contractor to conduct the Project. To the extent that Contractor complies with the contractually agreed scope of use for the Samples, Evonik’s liability for such product Samples is, except in cases of legally mandatory liability, limited to willful misconduct and gross negligence. In all other cases Evonik will have no liability.

In performing its obligations under this Agreement, Contractor must ensure that all its activities for Evonik comply with all applicable legislation and governmental regulations.

Contractor shall not be entitled to subcontract parts of the activities under the Project to third parties without the prior written approval of Evonik. In the event that Evonik should grant such approval, prior to any such subcontracting, Contractor shall bind the third party to the terms and obligations contained in this Agreement; in particular, Contractor shall – to the extent legally possible – oblige the third party to transfer any and all Work Results generated by such third party to Contractor. Contractor shall remain fully liable for a breach of these terms and obligations by such third party.

Contractor will be responsible for the organization of the Project Plan and the submission of the Final Report within thirty (30) days after completion of the Project.

1. Compensation

In consideration of Contractor's performance hereunder including the costs incurred and the Work Results provided by Contractor in connection therewith, Evonik shall pay to Contractor the amount of EUR 24,000 (twenty four thousand EUR).

Payment of the aforementioned amount shall be due after delivery and acceptance by Evonik of the complete Final Report.

All amounts exclude applicable VAT. VAT will only be added to the invoice by Contractor and is only due by Evonik if legally applicable.

Contractor shall invoice Evonik in due time and according to Article 4.2, referring to this Agreement and providing all necessary information regarding the bank account, such invoices to be delivered to:

Evonik Operations GmbH
xxxxxxxxxxxxxxxxxxxxxxxxx
R11000028 Rechnungseingang
Postfach 10 20 11
45750 Marl

Payment shall be made within thirty (30) days of receipt of the respective invoice.

For the avoidance of doubt, there will not be any additional reimbursement for the use of the Background IP of Contractor as well as the transfer of the Work Results and the Foreground IP.

1. Background IP

Evonik and Contractor

own or have the right to use; and

shall retain all right, title, and interest in and to

their respective Background IP, unless otherwise provided herein.

Contractor may require certain Background IP of Evonik for carrying out this Project. Evonik in its own discretion will decide which of its Background IP may be necessary for the performance of the Project and will inform Contractor accordingly. Evonik grants to Contractor a revocable, non-exclusive, non-sublicensable, non-transferable and royalty-free license to use such Background IP of Evonik solely for the purpose of carrying out this Project.

To the extent that the use or commercialization of the Work Results require the use of any Background IP of Contractor, Contractor herewith grants to Evonik an irrevocable, perpetual, non-exclusive, sub-licensable, transferable and royalty-free license to use Contractor’s Background IP. Should Contractor not be entitled to grant licenses to its Background IP, then Contractor shall, before using such Background IP in connection with the Project, notify Evonik thereof in writing and agree with Evonik on further steps.

Contractor may transfer or grant rights to its Background IP to a third party only after Evonik’s prior written consent, if and to the extent that the intended act conflicts with Evonik’s rights to the Background IP granted herein.

1. Work Results / Inventions

Work Results

The Work Results shall be deemed the sole property of Evonik. Contractor hereby assigns free of additional charge to Evonik all Work Results and Evonik hereby accepts such assignment. Contractor shall fully cooperate with Evonik to organize the transfer of the Work Results. In particular, Contractor shall issue transfer declarations possibly required by the patent and/or tax authorities confirming the Work Results transfer. The Contractor shall cause its inventors and other Contractor personnel to sign all documents necessary for the transfer of the Work Results. All associated external costs shall be borne by Evonik. If according to applicable law an assignment of certain Work Results is not possible (e. g. regarding German Copyrights), Contractor hereby grants to Evonik an irrevocable, perpetual, exclusive, sub-licensable, transferable, royalty-free license to use, reproduce, prepare derivative work, modify, commercialize, release, sell, distribute, perform, display, disclose and otherwise exploit in any manner such Work Results.

Contractor shall immediately inform Evonik in writing of any inventions made in connection with the performance of the Project.

Patent Filing and Prosecution

Evonik has the right to file or have an Affiliate or a third party file patent application/s with respect to any inventions developed under this Agreement.

Contractor will cooperate with Evonik and execute all documents necessary to enable Evonik, Evonik’s Affiliate or a third party to apply for patent protection. Contractor shall procure that its inventors and, where necessary, other Contractor personnel sign all documents necessary without undue delay to obtain protection as set forth herein, and Contractor shall do whatever Evonik reasonably requests to obtain and maintain such intellectual property rights. All external costs in the context therewith shall be borne by Evonik. In the event that any of Contractor’s employees make a contribution to an invention, Contractor’s employee inventors shall be named as inventors or co-inventors, as the case may be, in any such patent application. For this purpose, Contractor shall promptly inform Evonik about the names of the inventors and their share (percentage) regarding their individual contribution to the invention.

The fees payable to the respective patent office or for external legal support for the application and maintenance of the patent shall be borne by Evonik.

License to Contractor

Contractor shall retain the perpetual, royalty-free, non-exclusive, non-transferable right and license to use the Work Results for its own scientific, non-commercial purposes.

1. Reporting

Contractor will provide Evonik regularly at least quarterly with a written report listing the work and/or research, as the case may be, performed and the respective Work Results. Once Contractor has achieved a Milestone, Contractor will inform Evonik promptly, providing the latter with a written report listing the work performed and the Milestone Reporting achieved. Contractor shall grant any duly authorized Evonik representative access to the work performed under this Agreement.

Contractor shall submit to Evonik no later than thirty (30) days after the finalization of the Project the written Final Report. Evonik may request any reasonable amendments which the Contractor shall incorporate into the Final Report within thirty (30) days.

1. Confidentiality

For the term of this Agreement and for ten (10) years thereafter, Contractor shall, subject to Articles 8.2 and 8.3 below,

not use Information for any purpose other than for conducting the Project, in particular not make any commercial use of Information, nor make Information the subject matter of or otherwise use it directly or indirectly in context with an application for patent or other intellectual property rights;

keep Information in strict confidence, store it under lock and not disclose nor otherwise make available any such Information to any third party without Evonik’s written consent;

not disclose or make available Information to any personnel of Contractor other than to those who require access to Information in order to conduct the Project, and who agree to be bound to the same confidentiality obligations and restrictions of use as set forth herein, and then only to the extent required for the purpose of carrying out the work under the Project; and

not disclose or make available Information to any Affiliates other than to those who require access to Information in order to conduct the Project, and who agree to be bound to the same confidentiality obligations and restrictions of use as set forth herein, and then only to the extent required for the purpose of carrying out the work under the Project.

Contractor assumes liability for any breach of confidentiality obligations and restrictions of use committed by any of its own personnel as if Contractor committed the breach itself.

Contractor is entitled to make Information available to public agencies, courts and/or other public authorities, if and to the extent Contractor is compelled to do so, either legally or by regulatory or administrative order. In this case Contractor has to inform Evonik without undue delay prior to the legally and/or officially required disclosure.

The restrictions provided in Articles 8.1 and 8.2 above shall not apply to any Information for which Contractor can prove that such Information

at the time of receipt hereunder was, or thereafter becomes, part of the public domain through no act or omission of Contractor in breach of this Agreement; or

was already in Contractor's possession at the time of receipt hereunder or is hereafter in good faith received by Contractor from a third party without an obligation of confidentiality and/or restrictions as to its use still in effect.

Specific items of Information shall not fall within any exception merely because they are embraced by more general information falling within any exception. Likewise, any combination of specific items of Information shall not fall within any exception merely because the specific items themselves fall within any exception, but only if the combination itself, and its principles of operation, fall within any exception.

Contractor agrees that any and all Information received hereunder shall at all times remain the property of Evonik. Upon Evonik's written request, but at the latest after termination or expiration of this Agreement, Contractor shall return to Evonik or, if agreed with Evonik, destroy all written or otherwise recorded Information (including without limitation copies thereof), product samples and all materials developed from or embodying product samples received from Evonik.

Contractor shall apply the same obligations of confidentiality and non-use as set forth in this Article 8 with respect to the Work Results, unless otherwise provided hereunder.

1. Warranties

Contractor undertakes to:

apply scientific diligence based on the evidence, methods and techniques known at the time;

perform the Project according to all applicable laws and regulations, as well as according to the principles of Good Laboratory Practice (GLP) within the time schedule as set out in Project Plan;

provide all facilities and equipment as well as sufficiently qualified personnel required for the due performance of the Project;

provide any data, reports and other information, conforming with the evidence, methods and techniques known at the time and being in a format agreed upon with Evonik in advance.

For Work Results not complying with the standards pursuant to Article 9.1, Contractor shall have the obligation to promptly remedy the non-complying Work Results at Contractor’s own risk and expense.

Contractor herewith represents and warrants, that

he rightfully owns its Background IP and that he may grant the rights as set forth in Article 5.3; and

the use of its Background IP will not infringe patent or other intellectual property rights of any third party.

1. Term and Termination

This Agreement shall become effective on the Effective Date. This Agreement shall expire upon the acceptance of the Final Report by Evonik, which is expected to occur three (3) months after the Effective Date.

This Agreement may be terminated by Evonik, at any time, without giving reasons, by giving three (3) months prior written notice of termination to the end of a calendar month.

A Party may terminate this Agreement with immediate effect, for good cause, upon written notice. Good cause shall include, without limitation, the following events or circumstances:

the other Party has committed or permitted a substantial breach of this Agreement and has failed to remedy the same within thirty (30) days after being notified in writing by the first Party to do so, specifying the nature of the breach;

the other Party should file a petition in bankruptcy, or should be adjudicated bankrupt, or should take advantage of the insolvency law of any state or country, or should make an assignment for the benefit of creditors, or should have a receiver, trustee or other court officer appointed for its property;

the Parties fail to reach an agreement under Article 2.2 or Article 3.2 within a period of one (1) month;

for Evonik: a substantial delay by Contractor with the completion of one or more of its tasks defined in the Project Plan;

for Evonik: circumstances which may prevent Contractor from achieving the Work Results;

for Evonik: in the events set forth in Article 16.7.1;

for Evonik: in the events set forth in Article 16.7.2; and

for Evonik: funding is reduced and/or significantly changed in cases where the research hereunder forms part of a public-funded research project.

The Party intending to terminate pursuant to this Article shall, prior to a termination in accordance with Articles 10.3.4 through 10.3.6, consult with the other Party to discuss its reasons for such intended termination..

Notice of termination of this Agreement shall only be valid if made in writing.

In case of termination of this Agreement:

Contractor shall immediately stop the work under the Project and, pursuant to Article 6, transfer all Work Results so far obtained, to Evonik;

Evonik shall pay to Contractor for any work already rendered under this Agreement all amounts due and payable however only up to the next relevant milestone provided in Article 4.2;

if Contractor has not set the reason for the termination of the Agreement, Evonik shall reimburse Contractor for all commitments incurred by Contractor hereunder which cannot be cancelled or used for other purposes, provided that the maximum payment provided in Article 4 shall not be exceeded, and further provided that such commitments may not be terminated in advance.

Neither expiration nor termination of this Agreement shall release either Party from fulfilling any obligations which it may have incurred prior to any such expiration or termination and shall be without prejudice to any right or remedy the Parties may have by law or otherwise.

Rights and obligations pursuant to Articles 5 (Background IP), 6 (Work Results/Inventions), 8 (Confidentiality), 11 (Assignability) and 12 (Applicable Law; Place of Jurisdiction) herein shall survive the expiration or termination of this Agreement for an indefinite period of time, unless otherwise specified therein.

1. Assignability

Evonik may assign its rights and obligations under this Agreement, or parts thereof, to an Affiliate or any other third party without the prior written consent of Contractor. Contractor may not assign its rights and obligations under this Agreement, or parts thereof, without the prior written consent of Evonik.

1. Applicable Law; Place of Jurisdiction

This Agreement shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany without giving effect to its conflict of laws rules.

All disputes arising out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the district court in Düsseldorf, Germany.

1. Severability

If any provision of this Agreement is determined by any court or administrative tribunal of competent jurisdiction to be invalid or unenforceable, the Parties shall negotiate in good faith a replacement provision that is commercially equivalent, to the maximum extent permitted by applicable law, to such invalid or unenforceable provision. The same shall apply in the event that this Agreement contains any unintended omissions. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

1. Written and Electronic Form

This Agreement and any related notifications may be executed in any number of signed counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the relevant document. Any such counterparts executed and/or transmitted electronically, including scanned signed documents or digital signatures, shall bind the Parties to the same extent as documents with original signatures.

Article 14.1 shall apply mutatis mutandis for any amendments of, supplements to or termination of this Agreement, including any modification of this clause, and any waiver of a right hereunder.

1. Miscellaneous

This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereto.

No failure or delay of either Party in exercising any right, power, privilege or remedy hereunder, shall be construed or constitute a waiver or subsequent waiver of such right, power, privilege, remedy or of any other rights hereunder.

1. Compliance

Evonik refers to the documents titled “Code of Conduct”, “Policy Statement on Human Rights” and “ESHQE-Policy” which apply exclusively to the companies of the Evonik Industries Group and which are available at [www.evonik.com/sustainability.](https://www.evonik.com/sustainability.) Evonik further refers to the “Code of Conduct for Suppliers” which sets out expectations of Evonik regarding corresponding standards for its business partners, including suppliers, and which is also available at [www.evonik.com/sustainability.](https://www.evonik.com/sustainability.) Contractor shall implement, maintain and comply with equivalent standards (as demonstrated either by own standards and proceedings or adherence to industry standards) including by establishing, maintaining and documenting appropriate and effective systems.

Contractor shall comply with the provisions on Combating Bribery, Bribe Solicitation and Extortion of the OECD Guidelines for Multinational Enterprises, and all anti-corruption laws and anti-money laundering laws that are applicable to this Agreement (“**Anti-Corruption and Anti-Money Laundering Laws**”).

When fulfilling obligations under this Agreement, Contractor shall comply with the Human Rights Obligations and shall procure its suppliers and/or service providers acting in connection with the fulfilment of Contractor’s obligations under this Agreement to comply with the Human Rights Obligations and to ensure compliance with the Human Rights Obligations in their supply chains.

“**Human Rights Obligations**” shall mean the obligation to end any violation and take steps to prevent any future violation of Human Rights or (insofar as applicable to Contractor’s research services and/or Work Results generated hereunder) Protected Environmental Rights and to prevent or minimise any risks of adverse impacts on Human Rights or Protected Environmental Rights. “**Human Rights**” shall include the internationally recognized human rights, understood at a minimum as those expressed in the International Bill of Human Rights and the Declaration on Fundamental Principles and Rights at Work of the International Labour Organization (ILO). “**Protected Environmental Rights**” shall include the rights according to the Minamata Convention on Mercury of 10 October 2013; to the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants in the version of Regulation (EU) No. 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants; and to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal of 22 March 1989 and the Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, all of the above as amended from time to time.

Furthermore, Contractor agrees

to instruct its officers and employees to comply with the Human Rights Obligations; and

to provide trainings to its officers and employees regarding compliance with the Human Rights Obligations on a regular basis.

Contractor shall duly inform Evonik upon detection of indications of any severe violation of a Human Rights Obligation in connection with this Agreement that occurs or is imminent in Contractor’s own operations or its supply chain.

Contractor shall immediately take any action required to end or minimize a discovered violation and take effective steps to prevent future similar violations of Human Rights Obligations. If a violation of Human Rights Obligations cannot be ended in the foreseeable future, Contractor and Evonik shall without undue delay develop and implement a corrective action plan to terminate the violation or mitigate its impacts.

Without prejudice to any other rights or remedies that may be available to Evonik, Evonik shall be entitled to terminate this Agreement if Contractor

does not end a severe violation of Human Rights Obligations and takes effective steps to prevent future similar violations (including the development and implementation of a corrective action plan) within a reasonable timeframe; or

is in breach of any Anti-Corruption and Anti-Money Laundering Laws.

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| **Evonik Operations GmbH** | **International Poultry Testing Station** |

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| --- | --- | --- | --- |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name | xxxxxxxxxxxxxxxxxx | Name | Jan Tyl |
| Title | Global Consulting Expert  | Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name | xxxxxxxxxxxxxxxxxxx | Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title | Legal Counsel | Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |