

[REDACTED]  
IOCB

Flemingovo nám. 2  
166 10 Praha 6  
Czech Republic  
[REDACTED]

Enamine Ltd., Business Identification No.: 30402329, VAT Identification No.: 304023226556, with its registered seat at 78 Winston Churchill Street, 02094 Kyiv, Ukraine ("Enamine"),

and

Ústav organické chemie a biochemie AV ČR, v.v.i. (Institute of Organic Chemistry and Biochemistry of the CAS), Identification No.: 61388963, VAT Identification No.: CZ61388963, with its registered seat at Flemingovo nám. 542/2, 160 00 Praha 6, Czech Republic ("IOCB").

Each Enamine and IOCB hereinafter referred individually to as a "Party" and collectively as the "Parties".

Quotation [REDACTED] ("Quotation")

#### I. Services and Payments

IOCB hereby orders at Enamine the services which are described in the below table ("Services") and Enamine undertakes to provide IOCB with the Services and to provide IOCB with the final report concerning the Services within the timelines stated here below, starting from the next business day after test article(s) received at Enamine facilities in Kyiv, Ukraine. In order to enable Enamine to perform the Services, IOCB will provide all the information required to initiate the studies. The timeline estimation does not include any delays due to IOCB decision-making or faulty information regarding samples (wrong MW, samples mismatch etc.) as well as major public holidays. The Services shall be performed by Enamine with the use of test articles (samples) to be delivered to Enamine without delay after the Quotation signature, whereas the samples are specified here below.

The outcome of the Services shall be a final report in the standard format containing data in the form of charts, tables, pictures, discussion and conclusions. The final report has to be always delivered to IOCB in an editable form (i.e. Microsoft Word, PowerPoint or Excel format) for further data processing. Raw data is to be provided to IOCB upon request.

The final report shall be provided by e-mail, if not agreed otherwise by the Parties. The final report is then subject of approval by IOCB, whereas Enamine is not entitled to issue the invoice before approval of the final report by IOCB. In case of substantiated refusal of the final report by IOCB, Enamine is obliged to re-perform the Services and to provide IOCB with a new report. In such a case, Enamine is entitled to issue the invoice after approval of the new final report by IOCB. The pricing indicated below assumes one review cycle for the report. If no comments are received within 30 business days, Enamine reserves the right to consider the study as completed and issue the invoice.

[REDACTED]

[REDACTED]

[REDACTED]

Please include the reference number in all further documents for due processing

This offer is valid for 60 days since the quotation issue date.

#	Study title	Report delivery time*	Rate, EUR	Qty	Price, EUR
1.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**TOTAL amount, EUR:** 6 700.00

\*After receipt of the test articles (samples) at Enamine facility in-Kyiv, Ukraine.

**Notes:** A minimal accurately weighable quantity of [REDACTED]

[REDACTED]

We keep all DMSO stocks for test articles at the analytical lab for up to 3 months, in case any additional *in vitro* ADME tests required.

IOCB undertakes to pay to Enamine price for the Services as stated in the above table in the total amount of EUR 6,700, which is the maximum price.

This price of the Services includes all costs which Enamine incurs in relation with provisions of the Services under this Quotation, namely the costs of material and labour necessary for performance of the Services under the Quotation, costs of equipment, travel expenses, etc. Enamine is not entitled to ask IOCB for reimbursement of any additional costs above the price of the Services.

The price of the Services will be paid by IOCB in EUR within 30 days from a receipt of a valid invoice issued by Enamine upon delivery of a full report (including Deliverable No. 1, Deliverable No. 2, Deliverable No. 3 and Deliverable No. 4) and its approval by IOCB.

The invoices issued by Enamine must have all the requisites of the tax document required by the valid legislation. If such requisites are not fulfilled, IOCB may ask Enamine for a new, corrected invoice, whereas the due period will in such a case start to run after delivery of the corrected invoice to IOCB. All invoices issued by Enamine will be due 30 days counted from their delivery to IOCB.

Enamine is responsible for any tax duties or other fees imposed by the local authorities concerning the Services and Enamine undertakes to indemnify IOCB in respect of any claims that may be made by the relevant authorities against IOCB.

[REDACTED]





**Background:** [REDACTED]

**Service Details:** [REDACTED]

**Deliverable No. 2:** [REDACTED]

Deadline: Enamine undertakes to deliver to IOCB the full study report concerning Deliverable No. 2 within 2 weeks counted from receipt of samples (test articles) from IOCB in Kyiv, Ukraine.

**Sample Submission:** [REDACTED]

**Background:** [REDACTED]

**Service Details:** [REDACTED]

[REDACTED]

[REDACTED]

**Deliverable No. 3:** [REDACTED]

Deadline: Enamine undertakes to deliver to IOCB full study report concerning Deliverable No. 3 within 3 weeks counted from receipt of samples (test articles) from IOCB Kyiv, Ukraine.

**Sample Submission:** [REDACTED]

[REDACTED]

**Background** [REDACTED]

**Service Details:** [REDACTED]

**Deliverable No.4:** [REDACTED]

Deadline: Enamine undertakes to deliver to IOCB full study report concerning Deliverable No. 4 within 2 weeks counted from receipt of samples (test articles) from IOCB in Kyiv, Ukraine.

**Sample Submission:** [REDACTED]

**II. RESULTS, INVENTIONS**

[REDACTED]

All information, data, findings, test results, discoveries, inventions, processes, methods, techniques, formulae, substances, specifications, studies, designs or improvements whatsoever, whether patentable or not, that are originated, conceived, derived, produced, discovered, invented or otherwise made by Enamine, its affiliates and/or their employees and/or subcontractors in the course of or as a result of the performance of the Services under this Quotation (the "Results") shall be and remain the exclusive property of IOCB. IOCB shall have the exclusive right to commercially exploit the Results. With regard to copyrights, which are legally not assignable, IOCB is granted an exclusive world-wide sublicensable royalty-free license for unlimited use. Enamine hereby assigns its right to the Results to IOCB in advance, whereas the fee for this assignment is already covered in the price of the Services under this Quotation.

In the event that any of the Results are patentable or otherwise protectable, Enamine will cooperate with IOCB to enable to IOCB to apply for such patent or similar Intellectual Property Right (IP right) (such as utility model) in respect of such Results to be filed in the name of IOCB. IOCB shall bear the costs of filing and prosecuting such patent applications or similar IP rights and maintaining any patents or similar IP rights issuing therefrom. At IOCB's request Enamine shall provide all declarations and sign all documents necessary to give effect to the provisions of this Section and cooperate generally in IOCB's efforts to obtain patent or similar protection for the Results.

Enamine shall inform IOCB immediately in writing of any discovery or invention made by Enamine or its Affiliates or their respective employees, agents or subcontractors in the course of or arising out of the performance of this Quotation. Within eight (8) weeks of receipt of such notification IOCB shall evaluate whether the invention or discovery in question is new and of commercial interest and will inform Enamine of its intention to take over the rights to the invention or discovery without delay so that Enamine may within the specified time and without limitation claim the invention or discovery of its employee, agent or subcontractor and transfer it to IOCB.

IOCB shall be entitled at its own cost and in its own name to file patent applications or similar IP rights in respect of the said invention or discovery on its own discretion.

Enamine will ensure that any affiliates, agents, employees, subcontractors and other third parties involved in performing the Services will commit themselves regarding inventions and discoveries in the same way to IOCB as Enamine has committed itself under this Section to IOCB.

### III. CONFIDENTIALITY

All information disclosed or transmitted by IOCB to Enamine in preparation of or during the performance of the Services whether prior to or subsequent to the execution of this Quotation, all data related to the Services or any other information, including scientific, technical and commercial information relating to the business affairs, finances, products or research of IOCB obtained by Enamine or its affiliates, employees, agents or authorized subcontractors during the provision of the Services, and all data generated or derived by Enamine as the result of the Services performed by Enamine (the "**Confidential Information**") shall belong exclusively to IOCB and be held in confidence by Enamine, its employees, agents, affiliates and authorized subcontractors. Enamine will not use the Confidential Information for its own benefit or for the benefit of others. Disclosure will only be made by Enamine to its employees, agents, affiliates and authorized subcontractors who have a need to know the Confidential Information in order to perform the Services on behalf of Enamine and then, only if Enamine has obtained agreements with such individuals, companies or institutions to maintain the confidentiality of such information.

The preceding obligations of non-disclosure and the limitations upon the right to use the Confidential Information shall not apply to the extent that Enamine can demonstrate that the Confidential Information:

- a) was known to Enamine prior to the time of disclosure hereunder, or
- b) is at the time of disclosure or thereafter becomes public knowledge through no fault or omission of Enamine; or



- c) is lawfully obtained by Enamine from a third party under no obligation of confidentiality to IOCB; or
- d) is required by law to be disclosed;
- e) is independently developed by Enamine without any use or references on Confidential Information;

provided, however, that Enamine must prove the truth of the above-mentioned.

Confidential Information shall not be deemed to be or have become public knowledge merely because any part of such Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public.

Confidential Information shall not be disseminated over the Internet including e-mail unless if otherwise agreed upon and then only under appropriate means of protection like encryption, password protection or common e-rooms.

The obligation of confidentiality and non-use as described in this section of the Quotation shall remain in full force and effect within ten (10) years from signing this Quotation.

#### IV. PUBLICATIONS

Enamine will refrain from publishing any data or information generated or derived as a result of the performance of the Services.

#### V. LIABILITY

Should Enamine fail to perform the Services in accordance with this Quotation then, without prejudice to any other rights which IOCB may have under this Quotation or in law, IOCB may, at its option require Enamine to re-perform Services to the requisite standard at no cost to IOCB.

Enamine understands and agrees that IOCB shall not be liable for any loss, claim, costs, damage or liability which may arise from the use, storage and handling of compounds (samples) by Enamine or included third parties, or from Services carried out under this Quotation, in general, unless such loss, damage, costs, claims or liability are due to IOCB's gross negligence or willful misconduct.

Enamine will keep IOCB indemnified against any such loss, claims, damage, costs or liability except to the extent that such damages are caused by the gross negligence and/or willful misconduct of IOCB.

#### VI. SANCTIONS

Should Enamine be in default with the performance of the Services in terms of the time limits set in this Quotation, Enamine is obliged pay to IOCB a contractual penalty in the amount of 0.05 % from the price of the Services for each commenced day of delay.

If IOCB is in arrears with payment of an invoice properly issued by Enamine and delivered to IOCB in accordance with this Quotation, Enamine is entitled to interest on late payment in the amount of 0.05 % of the amount owed for each commenced day of delay.

Exercise of a claim for contractual penalty does not limit the right on compensation for the (also non-material) damage in the full extent of such a damage.

The penalty payment notice must be sent in writing; the contractual penalty is due within 14 calendar days from the date of delivery of the notice.



## VII. Warranties

Enamine warrants that (i) all Results, products, and deliverables provided and/or manufactured by it pursuant to this Quotation shall comply with the specifications specified here, (ii) all Services shall be performed in a professional and workmanlike manner in accordance with industry standards, and (iii) neither it nor any of its affiliates is involved in any governmental, regulatory, or other investigation or enquiry.

Each Party represents and warrants to the other Party that (i) such Party has full power and authority to execute and deliver this Quotation and to perform its obligations hereunder, (ii) the execution, delivery, and performance by such Party of this Quotation has been duly and validly authorized, and the Parties have secured all consents and authorizations necessary to enter into this Quotation and proceed with the undertakings required herein, and (iii) this Quotation has been duly executed and delivered by such Party.

Enamine represents and warrants to IOCB that this undertaking does not conflict with its duties and obligations under any other Quotations to which it is a party, including any Quotations with any other company or institution, or any policies applicable to them.

Except for the warranties expressly provided in this Quotation, neither Party makes any warranty hereunder, expressed or implied by statute or in writing, regarding the Services or the product, including without limitation any warranty regarding their fitness for a particular purpose, their quality, their merchantability or their non-infringement of intellectual property rights of third parties. Any other representations or warranties made by any person or entity, including employees or representatives of a Party hereto, that are inconsistent herewith, shall be disregarded and shall not be binding on such Party.

## VIII. Miscellaneous

**Independent Contractor.** The Parties acknowledge that each of IOCB and Enamine is independent Contractors, and nothing herein contained shall be deemed to create any relationship in the nature of agency, partnership, employment, joint venture, or similar relations between IOCB and the Enamine. IOCB acknowledges and agrees that all Services under this Quotation will be provided on a non-exclusive basis and Enamine can provide similar services to third parties whatever Services are provided under this Quotation.

**Validity.** The invalidity of a particular provision of this Quotation shall not affect the validity of the remaining provisions. The Parties shall negotiate and replaced the invalid provision with a valid provision that comes closest to effectuating the economic and/or scientific intent of the Parties at the time of the Quotation's execution.

**Governing Law.** This Quotation shall be governed by, construed, and interpreted in accordance with the laws of Germany without regard to conflict of law principles thereof. Any controversies or disputes arising hereunder shall be attempted to be resolved amicably upon written notice by either Party, or, if not resolved within thirty (30) days after the dispute notice, shall be settled exclusively by the Chamber for International Commercial Disputes at the Landgericht Frankfurt am Main (Germany). All proceedings shall be conducted in the English.

**Assignment.** Neither Party shall have the right to assign this Quotation or any of the rights or obligations hereunder without the prior written consent of the other Party, except that each Party may assign this Quotation without such consent to an affiliate or a subsidiary of that Party.



**Insurance.** Each Party shall maintain appropriate insurance with respect to the conduct and performance of the Services under this Quotation as each Party customarily maintains with respect to similar activities and in amounts to meet their obligations hereunder. Each Party shall provide the other Party evidence of such insurance upon written request.

**Force Majeure.** Neither Party shall be liable for delays in performing or any failure to perform any terms of this Quotation caused by the effects of fire, strike, war (declared or undeclared), insurrection, government restriction or prohibition, or other events that are not reasonably foreseeable and that are reasonably beyond such Party's control and without its fault; provided that the Party failing to perform (a) promptly notifies the non-affected Party in writing when such circumstances cause such delay or prevention; (b) shall use all reasonable efforts to avoid or remove the causes of such delay or prevention; and (c) continues performance as far as possible and resumes the performance of this Quotation as soon as feasible. Any episode of force majeure which continues for sixty (60) days from the date of notification of its existence shall give the non-affected Party the right to terminate this Quotation upon seven (7) days' additional notice.

**Third party rights.** Save as expressly set forth in this Quotation, a person who is not a party to this Quotation shall not have any rights under or in connection with it.

**No Waiver.** Waiver by either Party or the failure by either Party to claim a breach of any provision of this Quotation shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

**Counterparts.** This Quotation may be executed in counterparts, each and every one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Quotation and send it in Adobe Portable Document Format (PDF) by electronic mail. PDF versions of the Quotation signed by the authorized signatories of the Parties shall be deemed to be original wet signatures, shall be valid and binding and, upon delivery, shall constitute due execution of this Quotation.

The terms of this Quotation are hereby agreed between the Parties as of the Quotation Date as evidenced by the authorized signatures appearing below:

