MATERIAL TRANSFER AGREEMENT

This Agreement is made and entered into on the date of publishing in Czech Register of Contracts by

Institute of Experimental Botany AS CR
Registered office: Rozvojová 263, 165 02 Praha 6 - Lysolaje, Czech Republic
ID: 61389030, VAT ID: CZ61389030
Represented by: Jan Martinec, CSc.
Delegated representative in technical matters: Jiří Pospíšil, Head of the research group
(hereinafter the "INSTITUTE")

hereinafter referred to as "PROVIDER"

AND

EU-OPENSCREEN ERIC
Robert-Roessle-Strasse 10
13125 Berlin, Germany

hereinafter referred to as the "RECIPIENT".

Jointly referred to as the "Parties" and individually as the "Party".

WHEREAS:

The EU-OPENSCREEN NETWORK

The EU-OPENSCREEN ERIC and its SCREENING PARTNER SITES (for details see www.eu-openscreen.eu collectively form the EU-OPENSCREEN NETWORK for research in chemical biology. The purpose of the EU-OPENSCREEN NETWORK is to coordinate and integrate infrastructure and expertise in the area of chemical biology and to provide scientists with the tools to enable excellent chemical biology research.

WHEREAS:

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The EU-OPENSCREEN COMPOUND COLLECTION, used as screening collection within the EU-OPENSCREEN NETWORK, is handled and distributed by the EU-OPENSCREEN ERIC to SCREENING PARTNER SITES for screening purposes. The EU-OPENSCREEN COMPOUND COLLECTION comprises commercial chemical compounds as well as chemical compounds collected from, among others, academic chemistry research groups.

WHEREAS:

The purpose of this Agreement is to bring the chemical compound-submitting chemist(s) (PROVIDER/S) and chemical compound-testing scientist(s) (USER/s) together to facilitate discoveries in the field of chemical biology by using results that are based on chemical compounds (provided by academic research groups) screened in biological assays.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Definitions

ARIA PROJECT PORTAL is a web-based project organization tool that provides a framework to improve the accessibility and interoperability of web content and applications.

ASSAY(S) shall mean bioassay(s) in which a procedure is carried out containing experiments for determining the biological activity of COMPOUND(S) by measuring one or multiple effect(s) on a biomolecule, a cell line, a tissue, an organism or a biological model, compared to a control.

BIOPROFILING shall mean the initial testing of the COMPOUNDS by BIOPROFILING PARTNER SITES, acce:ted tjy EU-OPENSCREEN ERIC, for physical-chemical or biological characteristics such as solubility or cytotoxicity. An up-to::-j date list of BIOPROFILING assays to be performed can be found on the EU- OPENSCREEN ERIC website. (www.eu-openscreen.eu/participate/access-for-chemists-compound- providers/bioprofiling-of-compounds.html).

ChEMBL is a manually curated database of bioactive compounds with drug-like properties, belonging to the European Bioinformatic Institute of the European Molecular Biology Laboratory (EMBL-EBI).

CHEMISTRY PARTNER SITES (CPS) are medicina! chemistry research institutes Ihal provide the experimental facilities for COMPOUNDS' chemical optimization.

COMPOUND(SI is/are chemical compound(s) described in the attached list **(Annex 2).**

Said Annex 2 can be updated or amended with new COMPOUNDS in writing between EU-OPENSCREEN ERIC and PROVIDER resulting in further annexes (starting from Annex 3) by reference to this Agreement. Resupplies of already described COMPOUNDS in Annex 2 will fall under the existing Annex 2.

DATA s all mean infor alion output by any sensing devi e. In this present contract, it a'. !°- - }11 info ation p _rtainin;;j the phys1cal and chem1cal property of a compound (for mstance, mass spectra !race, f4lolecOl.ar, we1ght, etc'.)i and a11 physical-chemical or biological information originating from a) bioprofiling asses§ ent anct'.') sc't :e' ipg a·ssayĺ-

EU-OPE_NSCREEN COMPOUND COLLECTION is a screening collecti Wkbi)J rising ',&01'9/11]6:!. J,compounds a. 0)it,1 as propnetary compounds collected from academ1c research groups)·;,,,

EU-OPENSCREEN ERIC is the legal entity as a European R&f#, r<;p,,J jtištr, pture 63fi· ,ortium managing the EU-OPENSCREEN COMPOUND COLLECTION and distributing it Mit?tf S0R ,),N PARTNER SITES within the EU-OPENSCREEN NETWORK for screening purposes.

The **EU-OPENSCREEN NETWORK** comprises the EU-OPENSCREEN ERIČ;1!he SCREENING PARTNER SITES and the CHEMISTRY PARTNER SITES.

The **EUROPEAN CHEMICAL BIOLOGY DATABASE** (ECBD) is EU-OPENSCREEN ERIC's open access database, in which structural information of commercial and proprietary compounds, BIOPROFILING results and primary screening data together with EC/IC50 values for active compounds will be published under the conditions set forth in this Agreement. The bioactivity data (EC/IC50 values) will also be made available in the CHEMBL database.

PROVIDER shall mean any organization, any legal entity, any individua! or its authorized representative providing proprietary COMPOUNDS to the EU-OPENSCREEN COMPOUND COLLECTION.

RECIBIEN1 is the EU-OPE SCREEN ERIC, responsible for managing the EU-OPENSCREEN G0MIWUND COLLEiCTION and distribution of COMPOUNDS comprised in the EU-OPENSCREEN COMPOUND COLLECTION to the SCREENING PARTNEŕSITES within the EU-OPENSCREEN NETWORK for screening purposes.

SCREENING eARTNER SITES (SPS) are the research institutes Ihal provide the respective experimental facililies for compound screening and bioprofiling of compounds contained in the EU-OPENSCREEN COMPOUND COLLECTION. Some SCREENING (high-capacity screening or specialized screening) PARTNER SITES funclion also as BIOPROFILING PARTNER SITES, which carry out BIOPROFILING of COMPOUNDS.

USER shall mean any individua! or its authorized representative, any legal entity or any organizalion utilizing COMPOUNDS for screening purposes through the SCREENING PARTNER SITE(S).

VALIDATED HIT shall mean a compound with confirmed biological aclivity, validated by a concentration response curve and usually expressed as an EC50 (for stabilizers and activators) or an IC50 (for inhibitors) value. This is accompanied by lack of activity in assay-relevant counter screens and by independently confirmed compound purity and identity.

4 'ntil.t,, Collection of the COMPOUNDS

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Fl<heJ. IECIPIENT holds a screening collection of chemical compounds (i.e., the EU-OPENSCREEN COMPOUND CQILI,ECTION) including chemical compounds from different PROVIDERS. The RECIPIENT supports the USERS, the SCREENING PARTNER SITES and CHEMISTRY PARTNER SITES in accessing these chemical compounds for the purpose of biological screening and chemical optimization within the EU-OPENSCREEN NETWORK by providing samples of the EU-OPENSCREEN COMPOUND COLLECTION to these sites.

By their signature on this Material Transfer Agreement, PROVIDER and the RECIPIENT agree hereby the inclusion and/or the ulilization of the COMPOUNDS in the EU-OPENSCREEN COMPOUND COLLECTION on the terms set forth herein.

The current Material Transfer Agreement (MTA) shall be signed by both Parties before the transfer of the COMPOUNDS from the PROVIDER to the RECIPIENT. On behalf of the PROVIDER, the MTA must be signed by the chemist(s) AND the lega! representative of the institute or company providing the COMPOUNDS. In the case an institute or company and the chemist(s) have signed an MTA with the RECIPIENT and are willing to provide new/additional COMPOUNDS, Annex 2 will be amended accordingly and will be approved by both Parties via e-mail. In the case Ihal an institute or company and the chemist(s) have signed an MTA with the RECIPIENT and are willing to provide new/additional GOMPOUNDS provided by other chemist(s), a new MTA has to be signed between the RECIPIENT, the institute or comparw and the other chemist(s).

Ttit OVIDER is responsible for listing all the COMPOUNDS Ihal will be transferred to the RECIPIENT in Table 1 of A ñex Qof the current agreement. The PROVIDER shall provide al\ the necessary information regarding the COMPOUNDS by filling in the Table 1 of Annex 2 of the current MTA with the COMPOUND identification number (ID) as given by the P,IW IBliiR and the quantity of the COMPOUND in milligrams (mg).

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;;J e PROVIDER is willing to make available to the RECIPIENT such COMPOUNDS for the aforesaid purpose, subject >to·the following terms and conditions. The COMPOUNDS shall remain property of the PROVIDER and are made available as a service to the research community. The PROVIDER is obliged to provide the structure of the COMPOUNDS to the RECIPIENT. Moreover, information on purity (≥ 90% required for acceptance), stability and storage conditions (e.g. light sensitivity) of the COMPOUNDS, as well as any other supporting data shall be included by the PROVIDER whenever available.

Structural diversity, chemical space coverage ana novelty of the COMPOUNDS will be considered (bul not used as restriction criteria) to ensure a certain diversity to the EU-OPENSCREEN COMPOUND COLLECTION. Submitted COMPOUNDS will also be ev11luatecl by rea9tivity les. In tlíis latter case, COMPOUNDS will slili be accepted as part of the EU-OPENSCREEN COMPOUND COLLECTION, bul will be flagged as potentially reactive compounds or promiscuous binders io Jhe EÛRQPE.A:N CHEMICAL BIOLOGY DATABASE. The above-mentioned computational reactivity rules and diversity fi!ters are further clefined here:
www.eu-openscreen.eu/participat&liccešs for-<:hemists-<:ompound-providers/eu-os-physico-chemical-properties-assessment.htrrll'

\h e PROVIDER is requested to pro ide 10 mg of each COMPOUND, with 5 mg being the minimum amount which can s'tfli be:'accepted.

A er, o lairiing, the C POUNDS from the PROVIDER, the RECIPIENT shall assign a new identification number to each compound an'd confirni'the purity and the identity of the COMPOUNDS. If the purity of COMPOUNDS is confirmed to be - 90 %, the COMPOUNDS are subsequently added to the EU-OPENSCREEN COMPOUND COLLECTION and bioprofiled in due course by BIOPROFILING PARTNER SITES al no cosi to the PROVIDER.

Ali structural information of the COMPOUNDS shall be provided to the RECIPIENT by the PROVIDER via e-mail to: Kathy.Skopelitou@eu-openscreen.eu and compound-submission@eu-openscreen.eu in a period of two weeks. The final COMPOUNDS' list and structural information received by the RECIPIENT will be confirmed via e-mail in which the RECIPIENT attaches all the latter information and asks the PROVIDER for confirmalion. After the PROVIDER's confirmation via e-mail the list of the COMPOUNDS and all their structural informalion will be kept in the RECIPIENT's archive providing reference for the COMPOUNDS IDs and relevant chemical structures. The RECIPIENT shall disclose all structural informalion, data on purity and al\ BIOPROFILING results of the accepted COMPOUNDS in the RECIPIENT's open access EUROPEAN CHEMICAL BIOLOGY DATABASE after an automatic 6-month embargo period. The bioactivity data (EC/IC50 values) will also be made available in the CHEMBL database. The embargo time will start as soon as the DATA is uploaded into the database. During the embargo lime, the DATA will be stored in a non-disclosed section of the EUROPEAN CHEMICAL BIOLOGY DATABASE and the PROVIDER has the right to publish the DATA related to the COMPOUNDS.

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COMPOUNDS lhal, based on BIOPROFILING data, are regarded as problemalic for the reliability of the ASSAY results (e.g., COMPOUNDS lhal are autofluorescent) or due to their own biological properties (e.g., cytotoxicity) will be accepted to the EU-OPENSCREEN COMPOUND COLLECTION, bul with special comments/ flags attached lhereto for the USER's information.

The COMPOUNDS will be made available free of charge for the PROVIDER within the framework of EU-OPENSCREEN NETWORK to the respective USERS.

The PROVIDER shall use its best effort to transfer the COMPOUNDS to the RECIPIENT as soon as possible from the date of execulion of this Agreement. In the case lhal the RECIPIENT requires and/or requests a re-supply of samples of the submitted COMPOUNDS and the PROVIDER is in possession of such samples, the RECIPIENT may be resupplied by the PROVIDER.

3. Use of COMPOUNDS

The SCREENING PARTNER SITES, CHEMISTRY PARTNER SITES and USERS colla srat Wlhin the frameWork of different EU-OPENSCREEN NETWORK projects (i.e., USER- SCREENING P.f.RTNER SITE collaborations).

COMPOUNDS included into the EU-OPENSCREEN COMPOUND 9,9t1Lij,9TION »- be ed and screened in different ASSAYS in various USER-iniliated EU-OPENSCREEN ij.TWOR ?,pr,ojects. Afff„A1/r.S are performed as collaborations between a USER and the respective SCREENING PA J.t:JER SIT6JS).

The submitted COMPOUNDS shall be screened solely in,the fatili i. g,bf,, q ,_9 EENING PARTNER SITE and within the frame of a specific screening project defined by lhe SCREENIN ;, P.ARiillml.SITE and the USER. In this mentioned initial phase, the COMPOUNDS shall not be fransferred to a y other facility and shall not be used in any other project without the written consent of the PR0 VIDER.

If a compound from the PROVIDER was identified as a VAUDATED HIT (see below), the PROVIDER may be as g to chemically oplimize the COM80UNQ alone or in callaboration with a CHEMISTRY PARTNER SITE, JJbt1 PROVIDER, depending on projrct needs, available res♦ces and expertise, might also give entirely the. chEl.[!li@J oplimization task to a CHEMISTRY PARTNER SIIE.

The COMPOUNDS shall be used"solely for scientific research purposes. The RECIPIENT hereby agrees lhal the COMPOUNDS shall not be used in human subjects prior to approval for clinical trials as required by the responsible authorities.

If a COMPOUND is regarded as a VALIDATED HIT in any of the ASSAYS, the SCREENING PARTNER SITE and/or the USER will automatically, within maximum of thirty (30) working days, upload the DATA to the non-disclosed section of the EUROPEAN CHEMICAL BIOLOGY DATABASE.

Througli an autom tic, notification triggered by uploading the DATA to the EUROPEAN CHEMICAL BIOLOGY DATABASE, PRQVIDER and RECIPIENT are immediately notified of the VALIDATED HIT. USER and SCREENING PARTNER SITES wiÍl receive the same automalic notification as well as confirmation.
The uploaded DATA will be kept automatically in the non-disclosed seclion of the EUROPEAN CHEMICAL BIOLOGY DATABASE for six months after the notification.

After all the parties (RECIPIENT, PROVIDER, SCREENING PARTNER SITE, and the USER) have been notified about the VALIDATED HIT, an additional embargo time of releasing the DATA up to 30-months (for a total of 3 years embargo time from the upload of the DATA), can be requested by eilher the USER or the PROVIDER, in order to secure generation of intellectual property. The general policy for intellectual properties is detailed in Annex 1, which is also Part of the Framework agreement between the RECIPIENT and the SCREENING PARTNER SITES.

The above-mentioned embargo time must be requested through the EUROPEAN CHEMICAL BIOLOGY DATABASE within a time frame of six months from the first notification of the VALIDATED HIT. Upon the occurred embargo reque;sl; all parties (RECIPIENT, PROVIDER, SCREENING PARTNER SITE and USER) are automatically nolified by the EUROPEAN CHEMICAL BIOLOGY DATABASE.

If the embargo is requested together by the USER and the PROVIDER, it will be effective immediately.

If either the USER or the PROVIDER raises an objection on the request of the embargo time, the right of the generalion flf int.ellectual property is considered to be prevailing, therefore the aforementioned 3 years embargo lime will be

ed.

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lfin0,e'm1Jargo lime is requested neither by the USER nor the PROVIDER, or no nolificalion was given neither from the USE ; hor the PROVIDER, the DATA will become publicly available in the EUROPEAN CHEMICAL BIOLOGY ÓJi;TABASE after the aforemenlioned initial six months from the upload ofthe DATA.

The RECIPIENT acts as a main contact point for the PROVIDER and USER, while the SCREENING PARTNER SITE and CHEMISTRY PARTNER SITE serves as a scienlific partner.

The purpose of this information flow is lhal the PROVIDER and the USER shall start to collaborate on the results of the VALIDATED HIT.

To this end, after the hit has been validated by the SCREENING PARTNER SITE and tne USER, a con ction between the PROVIDER and the USER will be facilitated by the RECIPIENT so lhal the PROV®ER and the USER can further develop the VALIDATED HIT.

Both PROVIDER and the USER agrees to use the ARIA PROJECT PORTAL for tracking and managing the project. EU-OS ERIC shall provide PROVIDER and the USER with free access to the ARIA portal.

Once contact between the PROVIDER and the USER has been established, the PROVIDER may express in written W m a refusal, including a juslification, to collaborate with the USER within three (3) months. In lhal case, unless the P ,RQ,VIDER gives a written permission to the USER to continue the research using the VALIDATED HIT on its own or !Qg fu§r.,wJth a third party, the USER must discontinue the work on the VALIDATED HIT in respect to the observed biological activity and is not allowed to use the DATA obtained from the PROVIDER by any means. The PROVIDER [elains the rights to its COMPOUND bul ıs not allowed to use any DATA produced or provided by the USER

If the PROVIDER (or its duly authorizea ei:irese ative) fa1ls to respond to three (3) further nolices within three (3) months from the EUROPEAN CHEMICAL BIQ_b.OGY QA_TABtl_SEfirst notification of a VALIDATED HIT, orfails to start collaboration negotiations with the USER and/or the SGREENING PARTNER SITE within three (3) months from the date of notification, the USER:i$. allowed to continue the research using the VALIDATED HIT on its own or together with a third party, under the confid r\ijality and mtellectual property terms hereto described.

The USER mar xpr, }; t /ih; ':; } sal, including a justification, to collaborate with the PROVIDER within three (3) months'.' In that'case';'ynJess the'USER gives a written permission to the PROVIDER to continue the research using the VAL,IDATED Hl'i'.on its own or together with a third party, and to disclose the biological data, the PROVIDER must d.i,scontiríue the work ón;the iJALIDATED HIT in respect to the observed biological activity and is not allowed to use Il)é DATA obtair,ied from lhe USER by any means. The USER retains the rights on its own ASSAY(s) bul is not allowé to use any DATA prq9úced or provided by the PROVIDER

If the USER (qr it 4Jiy authorized representative) fails to respond to three (3) further notices within three (3) months from the EUROPEAN CHEMICAL BIOLOGY DATABASE first notification of a VALIDATED HIT, or fails to start collaboration negotiations with the PROVIDER and/or the SCREENING PARTNER SITE within three (3) months from .W ;.. te of notification, the PROVIDER is allowed to conlinue the research using the VALIDATED HIT, under the :co}1ffdepli11lity and intellectual property terms hereto described.

The intended research collaboration between the PROVIDER and the USER (and the SCREENING and CHEMISTRY P/Ú TNER SITES) shall be agreed upon in a separate agreement.

If a publication or other public disclosure results from research using the COMPOUNDS, the PROVIDER, USER, SCREENING PARTNER SITE and CHEMISTRY PARTNER SITE shall agree in good faith on joint authorship or to acknowledge the other Party/Parties as scientifically appropriate, based on any direct contribution each Party has made to the work.

4. Rights and ownership of the COMPOUNDS

The PROVIDER retains title and all rights to the COMPOUND(S) and such rights are not transferred to the RECIPIENT, the SCREENING PARTNER SITE(S) or to the USER under this Agreement.

Nothing contained within this Agreement shall restrict the PROVIDER's right to deal with the COMPOUNDS in a y m r as owner, or to distribute the COMPOUNDS to other commercial or non-commercial entities.

No right or license is granted under this Agreement by either Party to the other, except those specifically set forth R'ereih. It is understood that any and all proprietary rights, including bul not limited to patent rights or trademarks, in and to"!Ae: COMPOUNDS shall be and remain with the PROVIDER, subject to the rights granted herein.

The PROVIDER grants to the RECIPIENT and to its SCREENING PARTNER SITE(S) a royally-free, non-exclusive right to store, screen and use the COMPOUNDS for research purposes only as set forth in this Agreement.

The RECIPIENT agrees not to transfer COMPOUNDS to any third party without the prior consent of the PROVIDER. However, the PROVIDER agrees that the COMPOUNDS provided to the RECIPIEN1, nder this Agreement may be transferred within the EU-OPENSCREEN NETWORK to SCREENING PARTNER Sl 1,frS,for BIOPROFILING as well as for ASSAY project(s) with the USERS.

5. Rights and ownership of the ASSAYS

ASSAY(S) which are used for screening the COMPOUNDS, the u§ (in ca;e of USER projects), if such ASSAY(S) are provided by the USER.

The USER retains title and all rights to the ASSAY(S) and such rig t pre ;t"iransferred to the RECIPIENT,' the SCREENING PARTNER SITE(S) or to the PROVIDER under this Agreem t. Nothing contained within this Agre,ement shall restrict the USER's right to deal with the ASSAY(S) in any manner aŠ owner, or to distribute the ASS.AY(SYitb other commercial or non-commercial entities. Ño right or license is granted under this Agreement by either Party tó \h other either expressly or by implication, except those specffically set forth herein. Ii is understood that any and ali proprietary rights, including bul not,,hmited to patent rights oritpdemarks, in and to the ASSAY(S) shall be and remain with the USER, subject to the righ1s granted Herein.

6. Confidentiality

Ali information disclosed by the RECIPIENT and PROVIDER, including results, assays, respeclive structure of the hit compound ('Confidential Information") shall be regarded as confidential.
The confidentiality obligations shall not apply to the informalion that:

a) was already in the public domain at the time of its receipt or has become available to the public thereafter through no breach of this Agreement by one of the Parties;
b) becomes known to one of the Parties with no confidenlialily obligations;
c) was rightfully known to one of the Parties prior to its disclosure;
d) is approved for release by prior written authorization;
e) was received from a third party who appeared to be entitled to lawfully disclose such informalion, or
f) was developed independently of Confidenlial Information by the receiving Party.

in the event Ihal Confidential Information exchanged under this Agreement becomes subject to legislation or orders, public law decisions, judgments, awards, etc. requiring the receiving Party to pass on Confidential Informat108 in whoie or in part, the receiving Party shall inform the disclosing Party hereof without delay. The receiving Party's compliance with any such required transfer of Confidential Information shall not conslitute any breach of the duly of confidenlialily under this Agreement.

The duly of confidentialily under this Section 6 expires at the time of the embargo time or the expiry of this Agreement, for whatever reason.
Upon the entry into agreement with SCREENING and CHEMISTRY PARTNER SITES and/or USERS, the Parties shall impose a similar obligation of confidenlialily on its SCREENING and CHEMISTRY PARTNER SITES and/or USERS.

The PROVIDER agrees lhal the RECIPIENT shall have the righl to use confidential information within the EU-OPENSCREEN NETWORK for the purpose of disclosing the structure and information pertaining to the COMPOUNDS to USER(S) and SCREENING PARTNER SITES during the USER project for scientific research purposes.
The PROVIDER acknowledges that the RECIPIENT has the right to disclose publicly in its EUROPEAN CHEMICAL BIOLOGY DATABASE the structure(s) of the COMPOUND(S) as well as the BIOPROFILING and screening data of the COMPOUND(S) as stated previously under this Agreement.

7. Liabilities and warranties

The PROVIDER represents and warrants that the COMPOUND(S) have been collected and/or produced in accordance ilh all applicable laws, regulations and appropriate consents and has the authority to transfer the COMPOUND(S) uhaer this Agreement. It is exclusively PROVIDER's responsibility to ensure that the COMPOUND(S) are not the p'foperty of a third party.

The RECIPIENT acknowledges that the COMPOUND(S) are intended for research-use only, and are provided "as-is" without warranty of merchantability or fitness for particular purpose or any other warranty, express or implied.

The PROVIDER represents and warrants that the use of the COMPOUNDS to its knowledge do not infringe any patent right, copyright, trademark or other proprietary right. However, if the PROVIDER is or becomes aware of any P,otential issue regarding patent rights, copyright, trademark or other proprietary right of a third P,arty in the provided COMPOUNDS it shall immediately notify the RECIPIENT.

Each Party to this Agreement shall promptly inform the other Party of any thirél party coming to its attention, whose rights could be violated, by the use of the COMPOUNDS and the research resulls. Both Parties shall, by mutual agreement, decide how to proceed taking the third party's rights into consideration.

The Parties to this Agreement acknowledge that the COMPOUNDS may have characteristics which are unknown, and which may pose potential hazards and risks in their handling, delivery, use, disposal and overall treatment and possession. The RECIPIENT hereby assumes all liability with respect to any risk arising from these COMPOUNDS and in no event shall the PROVIDER be liable to the RECIPIENT for claims arising thereof.

Jhe RECIPIENT shall not be held liable for ny loss of material or solutions of the COMPOUNDS resulting from handling 8 1!f?rage of the COMPOUNDS.

ifliĚi,Pálilý,shall be liable towards the other Party for the damage may be caused by a breach of this Agreement.

Ífhé Party shall not be liable towards the other Party for any indirect, incidental or consequential damage including, Without limited to, loss of profits, revenue, income, savings, production or business opportunities, lost contracts, goodwill or anticipated savings, loss of (or damage to) reputation or data, cosi of recall of products or the like.

8. Term and termination

This Agreement shall come into farce from the date of its signatures by the Parties and shall remain in farce until it is terminated as described below.

This Agreement may be terminated by either Party by giving thirty (30) calendar days' prior written notice to the other Party.

The PROVIDER agrees to have the COMPOUNDS analyzed, bioprofiled and screened, as described before, for a minimum time of twelve (12) months to secure the continuity of the appropriate research in the EU- OPENSCREEN NETWORK. If the termination should occur for any reason, the RECIPIENT will discontinue its use of the COMPOUNDS and will, upbn direction of the PROVIDER, destroy any remaining material. However, aliquots sent to SCREENING PARTNER SITES as part of copies of the EU-OPENSCREEN COMPOUND COLLECTION will not be destroyed due to practical limitations.

Use of the COMPOUNDS by the SCREENING PARTNER SITE will !hus terminate when the remaining aliquots have been used. The termination of the Agreement shall not affect the rights of either Party which have been accrued prior to the date of termination and shall not relieve either Party from its obligations which may have arisen during the term thereof.

Default termination takes place upon depletion of the COMPOUNDS submitted by the PROVIDER and such COMPOUNDS as requested by the RECIPIENT is not feasible, however, the paragraphs pertaining to Liabilities and Warranties and Choice of Law and Venue shall notwithstanding survive the termination of this Agreement. The paragraph pertaining to Confidentiality will survive the termination of this Agreement as stated herein.

Nothing contained in this Agreement shall be interpreted as conferring any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation by either Party (including any contraction, abbreviation or simulation thereof), without prior written approval.

9. Choice of law and venue

This Agreement shall be governed by the laws of Belgium. This applies whether or not international private law and choice of law rules may lead to the application of another country's laws.

Should a dispute arise between the Parties in connection with this Agreement, including its interpretation and use, the Parties shall enter into negotiations in good faith in order to solve the dispute.

Have the Parties been unsuccessful in solving the dispute within sixty (60) days after the beginning of negotiations for settlement of the dispute, the courts of Brussels shall have exclusive jurisdiction over any dispute arising from this Agreement.

This Agreement sets forth the entire understanding between the Parties and cannot be changed or amended except by a written Agreement executed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their respective duly authorized representatives.

RECIPIENT

EU-OPENSCREEN ERIC
Robert-Roessle-Str
13125 Berlín, Ger

Dale:

2.7.2024

Institute of Experimental Botany AS CR
Rozvojová 263
165 02 Praha 6 - Lysolaje, Czech Republic

Dale:

Tille: Head of the research group
Signaturo,

Annex 1. Intellectual Property Rights Policy

(1) This Annex describes the Intellectual Property Rights policy for users accessing the research infrastructure of EU-OPENSCREEN ERIC (EU-OS ERIC).

(2) The EU-OS ERIC Intellectual Property Rights Palicy shall facilitate to promote knowledge creation and innovalion in the European Research Area by maximizing the impact and preserving the reusability of data for the benefit of the community.

(3) The EU-OS ERIC shall be commilted to achieve:

a) the broadest possible use of data through public accessibility and disseminalion,

b) protection of intellectual property for later exploitation,

c) high standards of security and traceability of Intellectual Property Rights, and

d) invitalion of international research laboratories to provide Intellectual Property Rights-sensilive material, informalion nd data.

(4) The EU-OS ERIC Intellectual Property Rights policy shall support inventors of Intellectual Property Rights to protec!, develop and exploit their screening results and subsequent inventions.

(5) The EU-OS ERIC shall protec! and bring into consideralion the Intellectual Property Rights of the PROVIDERS, ASSAYS, (in formation) technology or related know-how in a way that ensures the willing to share their Intellectual Property Rights in the framework of the EU-OS ERIC infrastructure.

(6) EU-OS ERIC will establish legal agreements with the PROVIDER.

(7) The legal relations between the EU-OS ERIC and the SCREENING, and CHEMISTRY PARTNER SITES (SPS) shall be governed by bilateral service agreements.

(8) EU-OS ERIC will ensure that SPS include in their service arrangements and obligations for USERS to pay the Compound Replenishment Fee and to disseminate results through the European Chemical Biology Database (ECBD) in a timely manner.

(9) EU-OS ERIC statutes and project agreements shall not alter the scope and applicalion of Intellectual Property Rights and benefit-sharing agreements as determined under relevant laws, regulations and international agreements among members of the United Nations.

(10) Regulations: Meep the EU-OS ERIC and the SPS shall protec! the background and FOREGROUND INTELLECTUAL PROPERTY Rights of USERS and PROVIDERS.

(11) The PROVIDERS shall provide their compounds for screening to the EU-OS ERIC under a Material Transfer Agreement (MTA) that warrants data sharing with the PROVIDERS.

(12) PRovi'61fris' all internet with the EU-OS ERIC according to project agreements.

(13) ECBD Users accessing the public database must accept a license connected with the ECBD.

(14) Permission to mine non-public parts of the ECBD shall require signing a Confidentiality Agreement with the EU-OS ERIC and the USERS that generated Ihal part of the non-public ECBD.

(15) Each USER within a USER PROJECT shall maintain adequate procedures to protec! any confidential information which was made accessible to her or his colleagues or staff.

(16) Background Intellectual Property Rights relating to COMPOUNDS part of EU-OPENSCREEN COMPOUND COLLECTION shall be retained by the PROVIDER who submitted the compound via the national nodes or directly to the EU-OS ERIC.

(17) Background Intellectual Property Rights of ASSAYS provided by the USER shall be retained by the USER.

(18) Background Intellectual Property Rights of the EU-OS ERIC or the SPS (such as relating to compounds, technologies, computer programs) shall be retained by EU-OS ERIC or the SPS, respectively.

(19) The contracts between the EU-OS ERIC and the PROVIDERS shall regulate in detail how background Intellectual Property Rights must be treated.

(20) USERS shall inform EU-OS ERIC about any patent, trademark, copyright or other intellectual property rights Intellectual Property Rights of any party, which may be related to the project, and vice versa.

(21) In cases where proprietary compounds revealed a hit, both USER and/or SPS and PROVIDER shall be the owner of generated Intellectual Property Rights as per negotiation between the Parties. In general, the PROVIDER shall be co-inventor with USER and/or SPS on patents and associated to any Intellectual Property Rights newly generated with his/her COMPOUND, and the providing of such COMPOUND shall in itself constilute the PROVIDER'S intellectual contribution to such invention including any additional intellectual contribution by the PROVIDER.

(22) Following the Vancouver Convention on authorship (ICMJE criteria: Annals of Interna! Medicine 2000; 133:229-31) the PROVIDER(S) shall become co-author(s) on a first academic publication.

(23) Wh_ile USERS will obtain the con irmed results of their screens, PROVIP, RS sl\1!. ffli¼o,91! .ed regularly and automat1cally by EU-OS ERIC when their compounds have been screened.

{24) "FOREGROUND INTELLECTUAL PROPERTY Rights" shall me p{f,),r,esults.'\½ l,Y,di ci1,íJta (e.g., hits), know-how and information, generated by the USER PROJECT in Phase)„ (scree'/l'fryg) or Pti §e }d hit-to-tool compound optimisation).

(25) FOREGROUND INTELLECTUAL PROPERTY Rights shall bě! ngÍO!t ".SWS or/and the USER(S) who generated it.

(26) The EU-OS ERIC or the SPS may own FOREGROUND INTELLE;;si\L PROPERTY Rights if it has contributed intellectually hereto.

(27) Where the results generated at EU-OS ERIC are owned by more than one USER, USERS shall agree in good faith on the conditions of the protection to the benefit of all owners of FOREGROUND INTELLECTUAL PROPERiY Rights. The shares of ownership should reflect the contribution to the FOREGROUND INTELLECTUAL PROPERTY Rights, including intellectual contribution hereto.

(28) The USER is obliged to contact the VIDER to settle future Intellectual Property Rights iss:: ; l;; ;; patenting and publication strategies. The owner(s) of the results shall, subject to the provision that these results are capable of industrial or commercial application, provide for its adequate and effective protection, in conformity with all relevant legal provisions.

(29) When two or more USERS claim ownership of Intellectual Property Rights generated at EU-OS ERIC and/or the Partner Site, none of the USERS shall interfere with obtaining protection hereof.

{30) The USER(S) who has/have generated the Intellectual Property Rights will ensure that the right of disposal on Intellectual Property Rights, associated with any results generated by her or his staff or her or his subcontractors is transferred to her or him according to legal requirements.

Annex 2. List of COMPOUNDS submitted by the PROVIDER

No	COMPOUND ID given by the PROVIDER	Quantity in milligrams (mg)
1	JP-KKJ-03-163-02	10 mg
2	JP-KKJ-04-009-01	10 mg
3	JP-KKJ-04-010-01	10 mg
4	JP-KKJ-04-013-01	10 mg
5	JP-KKJ-04-014-01	10 mg
6	JP-FAM-05-135-01	10 mg
7	JP-FAM-05-086-01	10 mg
8	JP-FAM-04-119-01	10 mg
9	JP-FAM-05-042-01	10 mg
10	JP-FAM-05-003-01	10 mg
11	JP-COD-03-030-01	10 mg
12	JP-COD-03-033-01	10 mg
13	JP COD-01-104-01	10 mg
14	JP COD-01-105-01	10 mg
15	JP COD-01-106-01	10 mg