



BIOLOGY CENTRE CAS

address: Branišovská 1160/31, 370 05 České Budějovice, Czech Republic

IBAN – CZ24 0800 0000 0000 0606 3942 | SWIFT CODE – GIBACZPX | VAT No.: CZ60077344

phone: +420 387 771 111 (telephone exchange) | www.bc.cas.cz | e-mail: bc@bc.cas.cz

SERVICE AGREEMENT

signed under § 1746 section 2 Law No. 89/2012 Coll. between

Biologické centrum AV ČR, v. v. i.

Biology Centre CAS

Branišovská 1160/31, 370 05 České Budějovice, Czech Republic

Company Number: 600 77 344

VAT Number: CZ60077344

Statutory organ: prof. RNDr. Libor Grubhoffer, CSc., Hon., D.Sc., BC Director

Represented by prof. Julius Lukeš, CSc., Director of Institute of Parasitology

Primary Contact: Mgr. Jan Perner, perner@paru.cas.cz

(Hereafter also as “**BC**”)

and

i2L Research Limited

ID No. 02926939, with its registered office at Capital Business Park, Wentloog, Cardiff CF3 2PX, United Kingdom,

having its registered branch located in the Czech Republic, I2L RESEARCH LTD, organizační složka, ID No.: 278 45 281, VAT Number: CZ683392474, with its registered office at Lipová 1789/9, České Budějovice 2, 370 05 České Budějovice, registered in the commercial register maintained by the Regional court in České Budějovice, Section A, Insert No. 10367,

Represented by Dr Pavel Foltan, Director of the branch

Primary Contact: Dr Pavel Foltan (Pavel@i2lresearch.com)

(Hereafter also as “**i2L**”)

Enter into this Service agreement (the “**Agreement**”) dated as seen on the signature page:

This Agreement sets forth terms under which BC shall provide services to i2L. This Agreement is effective upon signing.

1. **Services.** BC shall provide data and report for purposes of “Oral toxicity testing of three substances (substances provided by i2L) on the Ixodes ricinus tick (adult and nymph live cycle stage) using a membrane system” (“**Services**”) to the i2L as described on one or more Statements of Work signed by BC and i2L that reference this Agreement (“**SOW**” or “**Statement of Work**”). BC shall perform Services in a prompt manner and have the final data and report (“**Deliverable**”) ready for i2L no later than the due date specified in the applicable SOW (“**Completion Date**”). This due date is subject to change in accordance with the Change Order process defined in the applicable SOW. i2L shall assist BC by promptly providing all information requests known or available and relevant to the Services in a timely manner.

2. **Contract Price.** For performance of the Services and rendering the Deliverable, i2L shall pay to BC total price of [REDACTED]



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3. **Deposit.** An initial payment (the “**Deposit**”) of [REDACTED] is due to BC at signing. 50% of the Deposit shall be non-refundable in the event that i2L cancels the project prior to its completion.

4. **Dates of Performance.** BC will begin performing services upon receipt of signed Agreement and Deposit. Unless terminated as provided in this Agreement, BC will complete Services by the Completion Date. Deliverable shall be furnished to i2L within 72 hours of Completion Date.

5. **Change in Services.** If i2L desires changes to the SOW, i2L shall submit to BC a written request in accordance with the change order process defined in the applicable SOW. The parties may execute additional Statements of Work describing Services, which will become part of this Agreement upon execution by BC and the i2L. If additional SOW are executed, then i2L shall pay BC for all services performed prior to the additional SOW before BC begins work on the new SOW.

6. **Termination.** BC shall have the right to modify, reject, or terminate any SOW and any related work in process with five days written notice to i2L. In the event BC terminates the SOW prior to completion of Services, the i2L shall pay BC the fees due under the SOW with respect to Services completed as of the date of termination. Payment for completed work will be deducted from the deposit. BC will retain the non-refundable 50% of the Deposit and return any unearned portion exceeding 50% of the Deposit. Any amount due for services performed by BC above the deposit will be billed to i2L and i2L shall promptly pay. Upon settlement of funds due to BC, all i2L provided materials will be returned to i2L and all i2L use rights in the work in process as described in Section 9 will be transferred to i2L.

7. **Payment of Services.** In exchange for BC’s Services under this Agreement, the i2L shall pay BC the contract price and deposit set forth above. BC will submit a final invoice to i2L for all services rendered by the Services Completion Date and i2L shall promptly pay. i2L is restricted from using any form of the Deliverable until final payment is received. In the event of a good faith dispute with regard to an item appearing on an invoice, BC shall have the right to withhold the Deliverable while the parties attempt to resolve the disputes.

8. Representations and Warranties.

8.1 **BC’s Representation:** BC represents that any materials used in the Deliverable will not knowingly (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.2 **i2L’s Representation:** i2L represents that any materials provided to BC by i2L for incorporation into the Deliverable will not (a) infringe on the intellectual property rights of any third party or any rights of publicity or privacy or (b) violate any law, statute, ordinance or regulation.

8.3 **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY SOW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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9. Ownership of Deliverables. “Intellectual Property Rights” means any and all (a) rights associated with works of authorship, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents and (c) all other intellectual property rights in any jurisdiction throughout the world. To the fullest extent permitted by law, BC retains ownership in all Intellectual Property rights of the Deliverable. Further, BC retains all ownership and Intellectual Property Rights to the raw video footage, images, data and other components comprising the Deliverable for its future use. Upon full payment of the deliverable, BC grants i2L a perpetual, non-exclusive and non-transferable license to use, copy, reproduce, display, or distribute the Deliverable. i2L shall retain sole ownership of all Intellectual Property Rights in connection with any original material it provides to BC for use within the Deliverable. If termination occurs under Section 6, BC shall retain ownership in all Intellectual Property Rights and to the raw video footage, images, data and other components comprising the work in process up to the date of termination. After a termination under Section 6 and upon full payment for the work in process, BC will grant i2L a perpetual, non-exclusive and non-transferable license to use, copy, reproduce, display, or distribute the work in process. In no event will BC be liable for any claims related to or arising from i2L’s improper use of the Deliverable, work in process, or the raw video, images, data and other components that comprise the Deliverable or work in process.

10. Indemnification. i2L will defend, indemnify and hold BC harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) arising from or relating to any claims regarding elements or materials provided by i2L and incorporated into the Deliverable. Additionally, i2L will defend, indemnify and hold BC harmless from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) arising from or relating to any claims regarding i2L’s unauthorized use of any video, images, data or other materials comprising the Deliverable.

11. Limitation of Liability. BC WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BC’S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO BC HEREUNDER.

12. Compliance with Laws. Each party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection.

13. General. Neither party may assign this Agreement without the prior written consent of the other party and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the address specified below. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all



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previous written and oral agreements and communications relating to the subject matter of this Agreement. Both parties agree that the Agreement is signed by a duly, authorized BC representative authorized to bind the BC to its terms and services and no consent from any third party is required.

14. Choice of Law. This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of the Czech Republic without regard to conflicts of law's provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a state court in the Czech Republic, and each party irrevocably submits to the jurisdiction and venue of such courts.

15. Remedies. BC reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, i2L agrees to pay all attorneys' fees if the state court renders judgment substantially in BC's favor.

16. Contract register. This Agreement comes into valid existence as of the day of its conclusion. The day of its conclusion is the date specified next to the Parties' signatures. If there are several dates given next to the Parties' signatures, then the latest date is the day of conclusion. This Agreement takes effect as of the day on which it has been published in the Czech register of contracts as envisioned by Act No. 340/2015 Coll., on the contract register. The Parties agree that information (such as personal data, business secrets), unless properly highlighted beforehand (in yellow) as per the Parties' prior understanding on redactions, may be published in the contract register in accordance with Act No. 340/2015 Coll., on the contract register. All such information as the Parties agreed to remove from the duty of publication in the contract register kept by the Czech Ministry of Interior shall be rendered illegible before the publication of the Agreement in the contract register as such. The Parties have agreed that it is the Collaborator's responsibility to see to it that the Agreement is published in the contract register in accordance with Act No. 340/2015 Coll. Performance of the subject matter of this Agreement prior to the effective date of this Agreement will be deemed to be performance under this Agreement when rights and obligations arising therefrom are governed by this Agreement

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

In České Budějovice
on

In České Budějovice
on

i2L Research Limited

Biologické centrum AV ČR, v. v. i. (Biology Centre CAS)
Institute of Parasitology

Name: RNDr. Pavel Foltan, Ph.D. Name: prof. RNDr. Julius Lukeš, CSc.



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SOW NO. 1; Effective Date: [MM/DD/YYYY]

The purpose of this SOW is to describe the Services that BC will provide to i2L under the terms and conditions of the Services Agreement entered into between the parties on [MM/DD/YYYY](the “**Agreement**”). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the Services described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to, and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by BC hereunder.

1. **Services Period.** Unless otherwise terminated earlier in accordance with the terms of the Agreement, the Services will end upon the completion of the Services by BC, which in no event shall be later than 10/15/2017, and payment by i2L.

2. **Services.** The Services outlined in this SOW reflect the initial understanding of i2L ’s desired Deliverable and BC reserves the right to alter the manner in which Services are provided if BC determines different services are necessary to complete the Deliverable. BC shall provide the following Services to the i2L : [Laboratory bisossay according to a study protocol as provided in section 5. Special instructions]

3. **Deliverables.** BC shall deliver the following Deliverable: [Raw unprocessed data in MsExcel file, trial photographs, experimental setup description in English]

4. Fees and Terms.

Start Date: 08/01/2017

End Date: 10/15/2017



If the i2L desires to initiate changes to the SOW, it shall submit to BC a written request to do so. The request will set forth the nature of the BC’s proposed changes to the SOW. Contractor shall complete and return to the BC a written document (“**Change Order**”) setting forth (i) a written description of the changes to the SOW, (ii) any changes to the schedule, (iii) any changes or additions to the Deliverables and (iv) any changes or additions to the fees. A Change Order will be binding only if signed by both parties. Any and all Change Orders will be governed by the terms and conditions set forth in this Agreement, and are hereby incorporated by this reference. Any additional Deliverables described in the Change Order will be subject to the Payment provisions as described in Section 7 of the Agreement.



5. Special Instructions. [DESCRIPTION OF INSTRUCTIONS IF NECESSARY.]

Study Protocol

Aim

A laboratory study is required to determine oral toxicity of acaricides against *Ixodes ricinus*. From ethical and health and safety reasons, the study will be conducted using artificial membrane feeding system.

Test systems - arthropods

Nymphs and adults of *I. ricinus* will be field collected or obtained from a specified laboratory culture. The ticks will be kept at $15^{\circ} \pm 3^{\circ} \text{C}$, at high relative humidity (> 90%), and photoperiod of approximately 16:8 h (light:dark), prior to the testing. Only ticks in apparent good health will be used in the test. Batches of adults or nymphs (adults and nymphs will be assessed separately) will be inserted into a feeding well of the artificial membrane feeding system and left to attach. After approximately 24 h, a fine artist brush will examine their attachment. Dead or moribund ticks and ticks, which fail to attach, will be removed. Enough ticks will be used, so there is at least 5 nymphs and adults attached in each well of the feeding system before test initiation.

Test items - products

Efficacy of three products, each tested at three concentrations, will be compared with untreated control. Positive control (Dimethoate) will be included at one concentration.

Product test rates:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] will be provided)

All products tested (incl. positive control) will be provided by i2L.



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Test conditions

Testing against ticks will be conducted under suitable conditions for tick attachment and feeding. The conditions will be monitored, recorded and described in the final report together with description of the feeding system. The tests will take place within the premises of the Institute of Parasitology, Czech Republic.

Product application and experimental design

After tick attachment, untreated blood in the feeding system will be exchanged for blood containing the product tested and the ticks will be exposed to the product for 24 h, after which the blood will be changed again for fresh untreated blood. Tick mortality (number of dead, moribund or unaffected ticks in each well) and attachment (number of attached/detached ticks in each well) will be examined at 1, 3, 6, 12, 24 and 48 h after start of the exposition to the product. The assessment period might be prolonged upon discretion of the study director.

Number of replicates

Four replicates (each consisting of at least 5 ticks attached) will be conducted separately for nymphs and adults and for each product (3) and product concentration (3) tested; negative and positive control will be also included at 4 replicates, which makes 88 individual tests in total.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

In České Budějovice
on

In České Budějovice
on

i2L Research Limited

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Name: RNDr. Pavel Foltan, Ph.D. Name: prof. RNDr. Julius Lukeš, CSc., Director