

## SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made of this 1<sup>st</sup> day of July 2016 (the "Effective Date") by and between **CEVA SANTE ANIMALE S.A.**, a corporation whose head office is located at 10, avenue de la Ballastière, 33501 Libourne, France (hereinafter referred to as "CEVA") represented by Vassilios Kaltsatos, R&D Pharmaceutical Director, on the one hand, and **UNIVERSITY OF VETERINARY AND PHARMACEUTICAL SCIENCE BRNO CEITEC VFU Brno**, a public institution whose registered office is located at Palackého tř. 1946/1, 612 42 Brno, IC: 62157124 (Czech Republic) (hereinafter referred to as "BRNO") represented by Prof. MVDr. Jiří Smola, CSc., Director, with Prof. MVDr. Břetislav Koudela, CSc., as Responsible Investigator, on the other hand.

CEVA and the BRNO are individually referred to as the "Party" and collectively as the "Parties".

### WITNESSETH:

WHEREAS, CEVA is engaged in the development, manufacture and distribution of animal health products and is desirous of having performed a study in respect of Ceva's product coded C651 in the treatment of cryptosporidiosis due to *Cryptosporidium parvum* experimentally induced in neonatal calves; and,

WHEREAS, BRNO has at its disposal the necessary technical resources and skills to conduct such study; and,

WHEREAS, CEVA and BRNO have accordingly laid down terms and conditions as set forth below for that cooperation.

NOW, THEREFORE, in consideration of the premises, it has been agreed as follows:

### ARTICLE 1 - SUBJECT MATTER OF THE AGREEMENT

- 1.1 CEVA hereby entrusts BRNO and BRNO accepts to be entrusted with the conduct of a study coded CLS/C651/1608 entitled "Dose determination of A 97452 contained in C651 in the treatment of cryptosporidiosis due to *Cryptosporidium parvum* experimentally induced in neonatal calves (hereinafter referred to as the "Study) the conditions of which are defined in the protocol outline (see Annex 1 to the Agreement – Protocol Outline).

A written amendment to the Protocol Outline must be established prior to any extension or modification of the Study.

- 1.2 For purpose of performing the Study, CEVA will furnish to BRNO, free of charge, samples of Product necessary to perform the Study. All costs associated with shipping the Product to BRNO shall be the responsibility of CEVA.

### ARTICLE 2 - PERFORMANCE OF THE AGREEMENT

- 2.1 The Study which is the subject matter hereof will be conducted under the direction of Responsible Investigator Prof. MVDr. Břetislav Koudela, CSc. (Veterinary parasitologist) and Prof. MVDr. Jiří Smola, CSc. (Head of Ruminant and Swine Clinic) for BRNO for BRNO. The Responsible Scientist in charge of the Study for CEVA is Dr Marie Cron.

- 2.2 BRNO shall commence the performance of the Study promptly after the Effective Date of this Agreement and shall endeavor to comply with the deadlines set forth in the Protocol Outline. BRNO agrees not to intentionally change or deviate in any material manner from the Protocol Outline without CEVA's prior approval. Deviations from the Protocol Outline may be made in an emergency without CEVA's approval, provided that BRNO shall use commercially reasonable efforts to obtain CEVA's verbal approval, which shall be subsequently confirmed by CEVA in writing.
- 2.3 BRNO recognizes to have at its disposal the required qualified personnel, buildings and equipment to perform the Study.
- 2.4 BRNO agrees to carry out the Study with diligence in accordance with the Protocol Outline in conditions available at UVPS Brno.
- 2.5 BRNO shall communicate to CEVA results of its Study, as soon as such results become available and shall keep it fortnightly informed of the progress of the Study.

In addition and upon request of CEVA, BRNO shall meet with CEVA representatives at time and places mutually agreed upon to discuss any necessary modifications regarding the conduct of the Study.

The work performed will be recorded in a constantly updated practical notebook which will be dated and kept secret.

- 2.6 Data obtained shall be sent by BRNO to CEVA within fifteen days after the end of the animal phase.

### **ARTICLE 3 –REMUNERATION**

- 3.1 Costs charged for this Study shall amount to 3 626 400 CZK (see Annex 2 to the Agreement – cost table).
- 3.2 Costs provided by CEVA to BRNO to perform this Study will be used to cover expenses of the Study (see Annex 2 to the Agreement – cost table). Such costs are exclusive of VAT.
- 3.3 Costs charged shall be paid to BRNO by wire transfer, as per the following schedule, within thirty (30) days from presentation of invoices, made out in the name of CEVA SANTE ANIMALE S.A:
  - 50 % upon signing this Agreement;
  - 40 % once the end of animal phase
  - 10 % once the data base is locked by CEVA

### **ARTICLE 4 - OWNERSHIP OF RESULTS**

- 4.1 BRNO recognizes that the Product supplied by CEVA and the information relating thereto as well as the results of the Study performed hereunder are the sole and exclusive property of CEVA, which shall be free to use and exploit them as it deems appropriate, without the requirements of any payment to BRNO except those provided in Article 3.1 above.
- 4.2 In addition to the title to and the ownership of any information, ideas, invention, materials, documents, works conceived or produced by BRNO in connection with or as a result of BRNO's performance of the Study hereunder shall be vested in CEVA, and BRNO agrees to

deliver all originals and copies of such items to CEVA immediately upon CEVA's request, to the exception of one copy that may be retained by BRNO for audit and regulatory purposes. BRNO also agrees not to use, or make available, any of such items to any other party or to use the same for any purpose not expressly authorized hereunder.

- 4.3 BRNO will promptly notify CEVA of any improvement or discoveries arising out of, conceived and/or made in connection with the performance of the Study.

Should such improvement or discoveries lead to data warranting patent protection, BRNO and its staff shall refrain from filing such patents itself and from claiming any rights to any patent or patents filed by CEVA.

- 4.4 Each Party shall carry insurance sufficient to cover its interest or potential liabilities hereunder including, but not limited to worker's compensation, if applicable, and comprehensive general liability.

#### **ARTICLE 5 – CONFIDENTIALITY**

- 5.1 BRNO undertakes and warrants not to make any disclosures to third parties, with respect to the Study to be performed hereunder and/or to the results of Study. In particular, it shall ensure that only those members of its personnel deemed necessary will be acquainted with the Product, work, and results.

- 5.2 BRNO further agrees not to use samples of the Product furnished by CEVA for any other purpose than the conduct of the Study and not to use it or the result of the Study for its own account or for a third party's account without the prior written consent of CEVA.

- 5.3 Finally, BRNO agrees not to disclose to any third party, for any reason, the information on CEVA and its subsidiaries or affiliates which may become known to it in connection with the performance of this Agreement without CEVA's prior written consent.

- 5.4 These obligations of confidentiality and non-use will not apply to any data or information which:

(i) is or becomes published or otherwise in the public domain other than through a violation of this Agreement by BRNO;

(ii) was already known to BRNO at the time it was obtained from CEVA;

(iii) is acquired by BRNO from a third party, and such third party did not obtain such information directly or indirectly from CEVA under an obligation not to disclose;

(iv) is independently developed by BRNO without reference to or reliance upon the information provided by CEVA;

(v) is required to be disclosed by BRNO to comply with applicable laws or governmental regulations; provided that BRNO provides prompt written notice of such disclosure to CEVA and cooperates with CEVA's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

- 5.5 Neither Party will use the other Party's name or the name of any employee of the other Party in any advertising, packaging, promotional material, or any other publicity relating to the Agreement, without the prior written approval of the other Party.

- 5.6 These obligations of confidentiality and non-use shall remain in force for a period of ten (10) years upon termination of the Agreement.

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## **ARTICLE 6 – PUBLICATION**

- 6.1 Prior written authorization of CEVA is required for all publication and any form of oral and written communication by BRNO involving information pertaining to the Study and/or the results therefrom.
- 6.2 CEVA reserves the right to publish or divulge information pertaining to the Study and the results there from, provided that if the name of BRNO and its participation to the obtaining of the results is mentioned in these publications or communications, BRNO'S written authorisation is obtained prior to said publications or communications, which shall not be unreasonably withheld.
- 6.3 These obligations shall remain in force for a period of ten (10) years upon termination of the Agreement.

## **ARTICLE 7 – WARRANTIES AND LIABILITY**

- 7.1 BRNO will, to the extent allowed by applicable laws, assume responsibility for any and all claims, demands, suits or liability it incurs arising from the negligence or intentional misconduct of BRNO, or the breach by BRNO of any of the warranties or other terms and conditions of this Agreement. This assumption of liability by BRNO shall not apply where the cause, in whole or in part, on any such liability, loss or expense is the intentional misconduct or negligence of CEVA.
- 7.2 CEVA will defend, indemnify and hold harmless BRNO from and against any and all claims, demands, suits or liability arising from the negligence or intentional misconduct of CEVA, its agents or employees, or the breach by CEVA of any of the warranties or other terms and conditions of this Agreement. This indemnity by CEVA shall not apply where the cause, in whole or in part, on any such liability, loss or expense is the intentional misconduct or negligence of BRNO.

## **ARTICLE 8 - TERM - TERMINATION**

- 8.1 This Agreement shall become effective upon the Effective Date and shall terminate at the end of the Study, latest by 31<sup>th</sup> day of October 2016.
- 8.2 Notwithstanding the foregoing, CEVA shall be free to terminate this Agreement at any time upon sending a thirty (30)-day prior written notice to that effect to BRNO.

Following the work already performed by BRNO, CEVA will pay the sums incurred by BRNO for purposes of carrying out the Study at the date of termination of the Agreement.

- 8.3 In the event that either Party shall fail to comply with its obligations hereunder, and such breach shall not be cured within thirty (30) days of notification from the other Party, that other Party shall be free to terminate this Agreement unilaterally upon notice given by registered letter.
- 8.4 Upon termination of this Agreement, BRNO shall return to CEVA any inventories of the remaining Product it still holds.

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## **ARTICLE 9 – Notices**

Any notice, request, consent, authorisation, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by overnight courier, certified email, return receipt requested, or by other means of delivery requiring a written acknowledged receipt. All notices shall be effective upon receipt. Either Party may change its address for service by written notice given as aforesaid. Notices should be addressed as follows:

- (a) in the case of CEVA:  
CEVA Santé Animale  
10, avenue de La Ballastière - 33501 LIBOURNE Cedex, France  
Fax : +33 (0) 5 57 55 41 98  
Att. : General Counsel
  
- (b) in the case of BRNO:  
University of Veterinary and Pharmaceutical Sciences Brno  
Faculty of Veterinary Medicine  
Palackého tř. 1946/1  
612 42 Brno, Czech Republic  
Fax: +420 54924 8841  
Att.: Director of CEITEC VFU Brno

## **ARTICLE 10 - SITUATION OF THE PARTIES UPON EXPIRATION OF THE AGREEMENT**

Termination of this Agreement by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement.

BRNO's obligations under Article 4, 5 and 6 above shall expressly survive termination of this Agreement in accordance with their terms.

## **ARTICLE 11 - FORCE MAJEURE**

Except with respect to the payment of any sums due hereunder, no failure or omission by the Parties in the performance of any obligation according to the provisions of this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Parties, including but not limited to: acts of God; export restrictions; acts or omission of any government; any rule, regulation or order issued by any governmental authority or by any officer, department, agency or instrumentality hereof; fire, storm, flood, any natural phenomenon, earthquake, accident, war, rebellion, insurrection, riot, invasion, strike, lockout, or other cause beyond the reasonable control of the non performing Party.

## **ARTICLE 12 - ASSIGNABILITY**

Other than to an affiliate or successor in interest, neither Party may not transfer or assign all or part of its obligations hereunder without the other Party's prior consent in writing, which consent shall not be unreasonably withheld.

## **ARTICLE 13 - APPLICABLE LAW - LITIGATIONS**

This Agreement and any dispute to be determined in terms hereof, is construed, governed and ruled by the laws of the defendant Party (the laws of France if CEVA is defendant or the Laws of the Czech Republic if BRNO is defendant), and the Courts of the defendant Party (the competent courts of Paris if CEVA is defendant or competent courts of BRNO if BRNO is defendant), shall have exclusive

jurisdiction over any dispute arising out of this Agreement, and no court of any other state shall have jurisdiction over any dispute arising out of this Agreement.

#### **ARTICLE 14 - MISCELLANEOUS**

**Independent Contractor.** The business relationship of the BRNO toward CEVA is that of an independent contractor and not of a partner, joint venturer, employer, employee or any other kind of relationship. BRNO will be solely responsible for expenses and liabilities associated with the employment of its employees

**Entire Agreement.** This Agreement, together with any supporting documents, sets forth the entire agreement and understanding between the Parties, superseding any and all previous statements, negotiations, documents agreements and understandings, whether oral or written, as to the subject matter of the Agreement. No modification or waiver of the provisions of this Agreement shall be valid or binding on either Party unless in writing and signed by both Parties. No waiver of any term, right or condition under this Agreement on any one occasion shall be construed or deemed to be a waiver or continuing waiver of any such term, right or condition on any subsequent occasion or a waiver of any other term, right or condition hereunder.

**Severability.** In the event that any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it will be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

**Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute a single legal document.

**Language of the Agreement.** The Parties acknowledge that it is their express wish that this Agreement and all notices and other documents to be given or executed pursuant hereto be in English.

This Services Agreement is printed in two separate original copies and each party obtains one copy.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their representatives thereunto duly authorized as of the Effective Date.

CEVA SANTE ANIMALE S.A

UNIVERSITY OF VETERINARY AND  
PHARMACEUTICAL SCIENCES BRNO