

PROJECT SERVICE AGREEMENT 2 UNDER MASTER SERVICE AGREEMENT

Parties:

Between

**Institute of Organic Chemistry & Biochemistry
AS CR, v.v.i. (IOCB)**
(Ústav organické chemie a biochemie AV ČR, v.v.i.)
Flemingovo nám. 2, CZ-166 10 Prague 6,
Czech Republic
ID: 61388963

Represented by RnDr. PhDr. Zdenek Hostomsky, CSc.
Director IOCB Prague
(hereinafter called "IOCB")

and

Enamine Ltd.
78 Chervonotkatska Street
02660 Kyiv
Ukraine
(hereinafter called "ENAMINE")



Preamble

WHEREAS IOCB and ENAMINE have entered into a Master Service Agreement on preclinical services provided by Enamine/Bienta specifying the general terms and conditions which IOCB and ENAMINE wish to apply to any service agreement for the performance of services contracted out to ENAMINE by IOCB.

WHEREAS the Master Service Agreement itself contains only general terms and conditions and does not contain terms and conditions specific to any particular project.

WHEREAS IOCB now wishes to contract out to ENAMINE the performance of preclinical services provided by Enamine/Bienta (hereinafter referred to as "Project") as described more particularly in the protocol attached hereto as **Attachment 1** (hereinafter referred to as "Protocol").

THEREFORE, the parties enter into the following Agreement:

1. Subject of the Agreement

The subject of the Agreement is the performance of preclinical services as more particularly described in **Attachment 1** (hereinafter referred to as "Services") by ENAMINE for IOCB.

2. ENAMINE's Obligations

2.1 ENAMINE commits itself to independently and responsibly perform the Services as more particularly described in **Attachment 1** to this Agreement.

2.2 ENAMINE shall be responsible for:

- ☐ ☐ Proper and timely execution of the Services specified in **Attachment 1**;
- ☐ ☐ Ensuring that the results obtained in the course of the performance of the Services are scientifically accurate and valid according to the standards presently accepted or which may in the future become accepted in the relevant field;
- ☐ ☐ Preparation of the Final Report.

3. IOCB's Obligations

In order to enable ENAMINE to perform the Services, IOCB will provide ENAMINE with:

- ☐ ☐ Delivery of all samples, substances and materials indispensable for the proper performance of the services specified;
- ☐ ☐ Information regarding the proper storage of substances and/or the samples.

4. Contact Persons

Contact persons and their substitutes for any questions and instructions regarding the conduct of the Services are:

4.1 at ENAMINE:

[REDACTED]

[REDACTED]

4.2 at IOCB:

[REDACTED]

[REDACTED]

5. Data Delivery

Electronic study report delivered to IOCB within the stipulated number of days after receiving the test articles and project-specific reagents at Enamine/Bienta laboratory in Kiev, Ukraine.

No	Name	Timeline (business days)
1	[REDACTED]	1
2	[REDACTED]	1

6. Payments

6.1 The total costs for the performance of the Services by ENAMINE are:

No	Name	Price per assay, €	No of compounds	Total amount, €
1	[REDACTED]	[REDACTED]	1	[REDACTED]
2	[REDACTED]	[REDACTED]	1	[REDACTED]
		[REDACTED]		[REDACTED]

Notes:

IOCB will pay in addition any value-added tax, if applicable.

6.2 The estimated total costs as described in Section 6.1 will be paid by IOCB to ENAMINE within 30 days upon submission of the respective invoice to IOCB by ENAMINE.

6.3. Offer Validity Period:

This offer is valid for 6 months since the Agreement is signed by both sides.

7. Term

This Agreement shall come into force upon the last signature of the parties hereunder and shall expire on fulfillment of ENAMINE's obligations pursuant to this Agreement.

8. Miscellaneous

This Agreement is based on and governed by the Master Service Agreement entered into between the Parties on [REDACTED]. All of the provisions of the Master Service Agreement shall apply to this Agreement unless this Agreement explicitly specifies a provision differing from the Master Service Agreement. In case of uncertainties of interpretation of any provision of this Agreement, the Parties will refer first to the Master Service Agreement for interpretation and then to this Project Service Agreement.

The terms of this Project Service Agreement are hereby agreed between IOCB and ENAMINE as evidenced by the authorized signatures appearing below:

IOCB

Prague, - 3 -07- 2018

Enamine Ltd.

Kiev, 19 June 2018

Dr. Vladimir Ivanov
Chief Sales and Marketing Officer