

## Agreement

for the provision of R&D services

between

Ústav polymérov SAV, v.v.i.

Dúbravská cesta 9

845 41 Bratislava,

Slovak Republic

– hereinafter referred to in the following as “PISAS” (Polymer Institute of the Slovak Academy of Sciences)

and

Otsuka Pharmaceutical Factory, Inc.

115 Kuguhara, Tateiwa, Muya-cho, Naruto

Tokushima 772-8601

Japan

– hereinafter referred to in the following as “OTSUKA”.

### Preamble:

#### 1. Subject matter of this Agreement

1.1

1.2 PISAS shall perform the services in Section 1.1 making the protocol for the study concerning the study method, and discussion for the study results.

1.3 PISAS hereby accepts this commission and assigns Professor Dr. Igor Lacík, and other persons to be appointed by Professor Dr. Igor Lacík, to conduct this work agreed within the framework of this Agreement.

1.4 PISAS shall conduct this work in accordance with the protocol attached hereto as Exhibit A.

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1.5

1.6 Upon completion of each study (Table 1, 2 and 3 contained in Exhibit A), all results of each study shall be individually documented in writing in a comprehensive final report and furnished to OTSUKA by PISAS within two (2) weeks after each study is performed.

1.7 PISAS shall store and retain the original raw data records, as well as copies of test reports, in secure archives for a period of ten (10) years after the term of this Agreement. Unless otherwise agreed to by the Parties in writing, such data and reports shall be furnished to OTSUKA or destroyed by PISAS in accordance with OTSUKA's instruction upon expiration of such ten (10)-year period.

1.8 PISAS shall, where reasonably requested, permit, accept and/or respond to in an appropriate manner any inspection and/or inquiries of OTSUKA's representatives or third party designees and/or the relevant regulatory authority with respect to the work conducted hereunder and/or any work results generated hereunder.

## **2. Guarantee and liability**

2.1 PISAS undertakes to conduct all the duties incumbent upon it under the terms of this Agreement with the greatest care and to the best of its ability on the basis of the state of the art in science and technology and the very latest know-how that it has developed.

2.2 PISAS guarantees that the work agreed in this Agreement will be achieved. In the event that it should emerge during the implementation that some of work specified in Section 1.1 cannot be achieved, PISAS shall inform OTSUKA of this in writing without delay.

## **3. Remuneration**

3.1

3.2 OTSUKA shall pay the remuneration agreed in Section 3.1 by wire transfer to a bank account to be specified by PISAS within thirty (30) days of receipt of the corresponding invoice.

3.3 PISAS shall invoice OTSUKA after the final report is furnished by PISAS pursuant to Section 1.6 and shall send the invoice with the required account information and with reference to this Agreement to the following address:

Otsuka Pharmaceutical Factory, Inc.  
Research and Development center,  
115 Kuguhara, Tateiwa,  
Muya-cho, Naruto,  
Tokushima 772-8601,  
Japan  
Attention: Naho Iizuka

#### 4. **Rights to findings and results**

4.1 All work results generated and/or arising from performance of the work hereunder, including, but not limited to, the data, records, results, report and other deliverables, and all patent, copyright, trade secret, trademark and other intellectual property rights therein shall be the absolute and sole property of OTSUKA. OTSUKA shall be exclusively entitled to the commercial utilisation of all work results.

4.1.1 For such work results that do not constitute inventions capable of being protected, the following shall apply:

PISAS shall make all the work results, e.g. know-how, copyrighted work results, manuals and documentation, completely and comprehensively available to OTSUKA for its use. If any know-how originally owned by PISAS prior to the date of this Agreement is utilised for the work conducted hereunder, such know-how shall be comprehensively documented and furnished to OTSUKA before commencement of the work. PISAS shall grant to OTSUKA a right of use and licence to such know-how in all un inventive work results that is irrevocable, exclusive, compensated by the remuneration agreed in Section 3.1, sub-licensable, transferrable and unlimited as to time, object and place.

4.1.2 For work results that constitute inventions capable of being protected, the following shall apply:

PISAS shall promptly inform OTSUKA in writing of any and all inventive work results. The rights in these inventive work results shall be the absolute and sole property of the OTSUKA and PISAS hereby assign to OTSUKA all rights, title and



interest in and to such work results by way of assignment of future claims. OTSUKA shall be free to acquire patent rights at its own discretion and in its own name or in the name of a third party appointed by OTSUKA.

**5. Existing intellectual property rights**

- 5.1 All the intellectual property rights originally owned by each Party prior to the date of this Agreement shall remain in such Party.

PISAS shall grant to OTSUKA a non-exclusive, unlimited and sub-licensable right to use such intellectual property rights owned by PISAS and applications for such intellectual property rights for the implementation of the work to be conducted within the framework of this Agreement as well as for the exploitation and regulatory and commercial use of the work results derived from the work to be conducted within the framework of this Agreement. This right of use shall be free of charge as far as such right is necessary only for use by OTSUKA of such work results for the purposes of the research and development work and commercialisation of its products which such work results are relevant to. If these intellectual property rights and applications for intellectual property rights are used by OTSUKA for any other purposes, appropriate remuneration is to be granted by OTSUKA. The Parties shall determine the type, amount and duration of this remuneration by mutual agreement from case to case at the given time.

**6. Confidentiality**

- 6.1 PISAS shall ensure that all the information provided by OTSUKA or obtained during conducting the work within this Agreement, such as documents, prototypes and the study materials, and all materials provided by OTSUKA or its designee or produced from or with this information or these objects, shall be accessed only by those employees of PISAS, who require this information or these objects to conduct the work to be performed within the framework of this Agreement.

- 6.2 PISAS shall impose on the persons participating in conducting the work on the part of PISAS the obligations to treat as confidential all information, the study materials and all work results that the persons participating in the work on the part of PISAS receive in the implementation of the work, not to grant third parties access to them without the prior express written agreement of OTSUKA and to use them only to carry out the work.

As part of the above non-disclosure requirement, PISAS shall impose on the persons participating in the conducted work on the part of PISAS in particular the obligation to take all necessary and suitable precautions and measures so that information is protected effectively at all times against loss as well as against unauthorised access.

This non-disclosure requirement shall not apply to information and work results

- that were already known to the appropriate employees of PISAS without an obligation not to disclose and/or use it before it was received from OTSUKA, provided PISAS furnishes OTSUKA with corresponding proof of this at the time the information is forwarded,
- are publicly known or become publicly known in future without there being a breach of this non-disclosure requirement,
- to which employees of PISAS gain access in a lawful manner from third parties without an obligation not to disclose and/or use them, provided PISAS proves that these third parties did not receive this information and these work results directly or indirectly from OTSUKA and have not for their part breached non-disclosure obligations incumbent on them by passing on this information or these work results,
- the forwarding or publication of which has been expressly approved in writing in advance by OTSUKA.

Information shall not be included in the above-mentioned exceptions solely on the grounds that it is covered by general knowledge and experience that as such is included under at least one of these exceptions. In the same way, a combination of individual items of information shall not be included under the above-mentioned exceptions solely on the grounds that the individual items of this combination as such are included under at least one of these exceptions, but only when the combination itself is included under at least one of these exceptions.

The PISAS shall ensure that the persons participating in the work on the part of the PISAS will not analyze the study materials that they receive directly or indirectly from OTSUKA or its designee within the framework of this agreement without the prior written agreement of OTSUKA.

PISAS shall ensure that the persons participating in the conducted work will not make copies, either in full or by way of extracts, of documents that they receive directly or indirectly from OTSUKA.

### 6.3

If third parties participate in the conducted work on the part of PISAS with OTUSKA's prior written consent, PISAS shall ensure that the obligations arising from Section 6 are also imposed on these third parties and their employees and that they are also instructed on how to handle information on conducted work in accordance with this Agreement similarly to the employees of PISAS.

**7. Entry into force, term and termination**

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7.1

7.2 If the works planned at PISAS cannot commence as planned, the dates and deadlines stipulated in this Agreement shall, if agreed to by the Parties in writing, be postponed by the period that elapses until the works commence. PISAS shall notify OTSUKA immediately in writing of the time that the works commence in this event.

7.3 During the term of this Agreement, this Agreement can only be terminated for an important reason. Such an important reason would be e.g. if the work agreed upon by the Parties or as defined in Section 1.1 hereof were not carried out in the scope planned or if it were unduly delayed or when Professor Lacík no longer participates in the implementation of the work.

7.4 Notwithstanding the foregoing, OTSUKA reserves the right to terminate this Agreement, in whole or in part upon a thirty (30) day notice, for its sole convenience. In the event of such termination, PISAS shall promptly stop work hereunder and shall promptly cause any and all of its employees to cease work to the extent directed by OTSUKA. PISAS shall be paid for work performed prior to the notice of termination, plus all non-cancelable charges.

7.5 The provisions of Section 6 shall expire ten (10) years after the termination or expiration of this Agreement.

**8. Amendments and supplements to this Agreement**

8.1 Should one or more of the provisions of this Agreement, for whatever reason, be or become invalid, then the validity of the remaining contractual provisions shall not be affected by that. The parties undertake to replace invalid provisions of this kind and any other gaps or omissions that may emerge in the contractual agreement with new valid provisions that most closely approximate the purpose of this Agreement.

8.2 Any amendments and supplements to this Agreement shall only be legally effective if they are agreed in writing.

**9. Governing law and Dispute Resolution**

9.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Japan.



- 9.2 All disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration to be held in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The Award rendered by the arbitrator(s) shall be final and binding upon the Parties.

**10. Language**

The language of the Agreement is English. All reports and correspondence between the Parties shall be in English.

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