

SERVICE CONTRACT

BETWEEN

The Company ZERA INTEIN PROTEIN SOLUTIONS S.L. (hereinafter the "Client"), whose registered office is at C/ Cavallers, 50 - 08034 Barcelona, Spain, Tax Code ES B66463621, represented in the person of its legal representative Miriam Bastida

and

The Dipartimento di Chimica Università degli Studi di Roma "La Sapienza" (hereinafter "Centre") address Piazza Aldo Moro 5, 00185 Roma, Italy, VAT Registration no. IT02133771002, Tax code 80209930587, represented by the Director Prof. Aldo Laganà

Hereinafter collectively referred to as "Parties" and separately as "Party".

WHEREAS

- (A) The Client has proprietary Industrial and Intellectual Property, know-how and expertise on the Splittera Technology, a novel technology consisting on proprietary split inteins which can be used for protein trans-splicing and protein cleavage applications.
- (B) The Client wishes to characterize the interaction between the two halves of the split intein Gp41.1 and modify their affinity.
- (C) The Centre has know-how and expertise in modelling and molecular dynamics.
- (D) The Client expressed an interest that the Center uses the Center's know-how and expertise in a Research Program detailed in Annex I, to predict a three dimensional model for the active complex that formed the two halves of the split intein Gp41.1 and propose mutations in the sequence of the intein to modify the affinity between the two halves.

HEREBY AGREE AND STIPULATE THE FOLLOWING

Article 1 – Definitions

In this Service Contract:

"Commencement Date", the day of signature of this Service Contract

"Confidential Information", information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, research plans, experiment programs, affairs and finances of the Client for the time being confidential to Centre and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of their business contacts;

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“Engagement”, the engagement of the Centre by the Client on the terms of this Service Contract;

“Industrial and Intellectual Property Rights”, patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other industrial and intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Invention”, any invention, idea, discovery, development, improvement or innovation made by the Centre relating to the business of the Client, whether or not patentable or capable of registration, and whether or not recorded in any medium;

“Material”, the proprietary protein and DNA sequences of the Splittera Technology, and additional materials, which the Client shall provide to the Centre, listed in Annex 2, as well as any and all modified or unmodified derivatives thereof, obtained as a result of the performance of the Research Program

“Splittera Technology”, means the Client’s proprietary Splittera technology as described in: Carvajal-Vallejos *et al.* (2012) “Unprecedented rates and efficiencies revealed for new natural split inteins from metagenomic sources”. JBC. 287, 28686-28696; and patent WO2013/045632 “Split inteins and uses thereof”, April 4, 2013, and any related patents applications, extensions, divisional patents, continuations, or continuations-in-part that may be filed after the Effective Date of this Research Contract, and Materials and information and all related products, composition, uses, methods, devices, procedures, knowledge and know-how, whether or not patentable.

“Research Program”, the services to be provided by the Centre in a consultancy capacity for the Client described in the Annex 1;

“Results”, all records, reports, business plans, budgets, action plans, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Centre in connection with the provision of the Research Program.

“Service Contract” shall mean this Service Contract Agreement.

“Termination Date”, the date of termination of this Service Contract howsoever arising;

Article 2 - Subject of the contract

The Client engages the Centre, which accepts, to conduct the Research Programme described in Annex I on the terms of this Service Contract.

Article 3 - Research Programme

The Research Programme agreed between the contracting Parties consists of a series of activities described in the attached technical outline, which also reports the objectives to be pursued. Updates to the detailed activity plan may be agreed by the contract’s scientific supervisors in

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relation to the progress of the activities, within the limits of the Research Programme in question. Any modification to the Research Programme shall be agreed in writing by both Parties.

Article 4 - Duties

During the Engagement the Centre shall:

- a) provide the services with all due care, skill and ability and to carry them out in good faith and use its or his best endeavours to promote the interests of the Client;
- b) not to carry out unfair competition acts or acts of bad faith;
- c) follow the instructions of the Client;
- d) inform the Client of any delay in the Research Program anticipated or caused by the Centre as soon as possible but never later than 10 working days of its occurrence;
- e) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Research Program.

Article 5 – Scientific supervisor

The Centre appoints Dr. Marco D'abramo as scientific supervisor for the conduct of the research.

The Client appoints Dr Núria Martínez as its representative and contact for all activities and matters inherent to the conduct of the research.

Article 6 - Payment

The Client undertakes to pay the Centre the sum of € 5000 (five thousand euros) (plus VAT if applicable) as payment for the conduct of the activities set forth in this Service Contract

Article 7 – Payment procedures

The Client shall pay the Centre the sum set forth in article 6 above as follows:

100 % of the total fee on stipulation of the contract;

The sums shall be paid at the times described above following the issue of a pro forma invoice by the Centre. The invoice shall be issued once payment has been made to bank account no.

IBAN: IT55B0200805227000400014417

SWIFT: UNCRITM1153

in the name of the Centre Università degli studi di Roma La Sapienza - Dipartimento di Chimica (P.le Aldo Moro, 5, 00185, Rome, Italy)

The overheads included are 800,00 euro as follow: 500,00 euro for University expenses (10%); 150,00 euro for Department expenses (3%), 150,00 euro for Staff costs (3%).

Article 8 – Duration of the Service Contract

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This Service Contract shall come into force on the day it is signed by the Centre and the Client and shall have a duration of ten (10) months or until the Research Project is concluded, whichever comes first; it may be renewed by written agreement approved by the parties' competent organs, to be proposed with notice of at least thirty (30) days.

Article 9 - Confidentiality

The Parties acknowledge that in the course of the Engagement they will have access to Confidential Information. The Parties have therefore agreed to accept the restrictions in this Article 9.

The Centre, in the person of the scientific supervisor and the persons involved in the Research Project, is obliged to maintain the confidentiality, with respect to any person not involved in the research activities regulated by this Service Contract, of facts, information, notions and documents to which it becomes privy or with which it is provided by the Client pursuant to this Service Contract for the period of the Service Contract's validity and up to five (5) years after Termination.

Similarly, the Client is obliged to maintain the confidentiality, with respect to any person not involved in the research activities regulated by this Service Contract, of facts, information, notions and documents to which it becomes privy or with which it is provided by the scientific supervisor or his/her assistants pursuant to this Service Contract that do not constitute the subject of the Service Contract.

The Parties shall not either during the Engagement or at any time after the Termination Date up to a maximum term of five (5) years, use or disclose (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to (i) any use or disclosure authorised by the owning Party or required by law, Court decision, arbitral award, or administrative order; or (ii) any information which is already in, or comes into, the public domain otherwise than through the receiving Party's unauthorised disclosure.

Article 10 - External consultancies

The Centre may appoint specialist companies to perform specific activities or appoint external consultants under this Service Contract, and may make use of other institutes, research centres or test laboratories for specific needs always with the prior written consent from the Client. Use of external professional consultants shall be regulated through contracts drawn up in compliance with the University's Administration, Finance and Accounting Regulations, in respect of current legislation. In the event that teaching staff from other Universities participate in the research programme, they must be authorised by their own University and be reported in the list of university staff attached hereto. The Centre shall procure in any event that such Third Party is bound by a written agreement that allows The Center to comply with its obligations under this Service Contract.

Article 11 - Ownership of research results and publications

The results of the research shall be the property of the Client, without prejudice to the moral rights of the author and inventor pursuant to applicable laws.

The Centre, in the person of the scientific supervisor, may use the aforesaid results, freely and free of charge, for its internal use only and with the prior written consent from the Client.

The Centre may also use them in scientific publications and/or presentations during conferences, conventions, seminars, etc., on condition that it cites the agreement under which the research was conducted and that it obtains the prior written authorisation of the Client, which shall not be unreasonably denied and shall be bound to strict considerations concerning the protection and exploitation of its intellectual property and industrial development of the aforesaid results.

Article 12 - Patentable results

Any patentable results and/or inventions deriving by chance from this research shall be the property of the Client, without prejudice to the moral rights of the author/inventor as provided by applicable law. As fair reward, the Client undertakes to pay the Centre the sum of € 500 (five hundred euros). This fair reward shall be paid to the Sapienza University of Rome (Amministrazione Centrale) at the time that the first patent application is submitted.

The Client undertakes to indicate the name of the inventor and his/her employee in the patent application, with the obligation to notify the University within 30 days of the filing of the patent application, indicating its date and number. This notice must be sent to Sapienza Università di Roma, Ufficio Valorizzazione e Trasferimento Tecnologico, P.le Aldo Moro 5, 00185 Roma by post, or by e-mail to trasf_tecnologico@uniroma1.it.

The Centre hereby assigns to the Client all existing and future Industrial and Intellectual Property Rights in the Results and the Inventions arising from the execution of the Service Contract, or in direct connection thereof, and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this contract, the Centre holds legal title in such rights and inventions and shall grant sufficient exploitation rights on such to the Client as if may be deem fit by the Client.

Article 13 - Use of logo

The Parties' logos may be used in the context of the joint activities forming the subject of this Service Contract. This Service Contract does not confer any authority to use the university's name, brand or visual ID for commercial or advertising purposes. Any such use, which shall be exceptional and/or external to institutional activities, shall be subject to payment, regulated by specific agreements approved by the competent organs and compatible with the safeguarding of the university's image.

Article 14 – Termination of the Service Contract

Either Party may terminate this Service Contract for Cause at any time upon thirty (30) days prior written notice to the other Party. "Cause" means a material breach by the other Party of this Service Contract where such breach, if curable, is not remedied to the non-breaching Party's reasonable satisfaction within such thirty (30) days period after receipt of written notice of the non-breaching Party.

The Client may choose to terminate the Service Contract at any time if the Centre:

- a) Fails to perform its duties set out in Clause 4 of this Agreement, and in Schedule 1.
- b) Fails to keep to the fees agreed in Article 6 and/or unilaterally changes the fees of any budget previously submitted to the Client.

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Notwithstanding Termination or expiration of this Service Contract, any rights and obligations of either Party accrued prior to the expiration or Termination date of this Service Contract shall survive.

Upon completion of use of the Material or upon Termination of this Research Contract, the Centre shall (i) destroy the Material in its possession or, at the Client's request, return to the Client the Material in the Centre's possession, (ii) immediately deliver to the Client all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client and (iii) irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client; and (iv) provide a signed statement that it or he has complied fully with its or his obligations under this clause 13.

The parties may withdraw from this contract through notice to be sent by recorded delivery at least 30 days in advance. In the case of withdrawal by the Client, it shall pay the Centre the costs incurred and spent pursuant to the contract up to the time of receipt of the notice of withdrawal.

Article 15 – Protection of personal data

The Centre shall handle, disseminate and communicate personal data inherent to this Service Contract within the context of the pursuit of its institutional aims and as envisaged by its own regulations issued in implementation of Legislative Decree 196 "Code on protection of personal data".

The Client undertakes to handle personal data originating from the University solely for the purposes connected with the performance of this contract.

Article 16 - Status

This Research Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Centre shall be fully responsible for: (i) any obligation and formality derived from its activity, particularly those of an administrative, employment, social security, or tax nature as well as any income tax, National Insurance and Social Security contributions; and (ii) any liability or obligation for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by a representative of the Centre against the Client arising out of or in connection with the provision of the Research Program, except where such claim is as a result of any act or omission of the Client under this Research Contract.

Article 17 - Disputes

In the event of any dispute over the interpretation or performance of this Service Contract, an amicable solution shall be sought. Where this is not possible, the Court of Justice of the European Union shall have jurisdiction.

Article 18 - Variation

No variation of this Service Contract or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

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Article 19 – Registration and Costs

This document shall be registered only where it is to be enforced, pursuant to Article 5, subsections 2 and 39 of Presidential Decree 131/1986. Costs inherent to this contract are payable by Client. Stamp duties are at the expense of Client.

IN WITNESS WHEREOF, the Parties have caused this Service Contract to be executed in duplicate by their duly authorised representative, as of the Effective date.

Rome,

FOR THE CENTRO DI SPESA

Name:

Title:

Barcelona, 24th May 2016

FOR THE CLIENT

Name: MIRIAM BASTIDA

Title: MANAGING DIRECTOR



*Il Responsabile Amministrativo Delegato
Dott.ssa Giovanna Blanco*

