

FRAMEWORK AGREEMENT FOR THE PROVISION OF SERVICES

entered into in the sense of Act No. 134/2016 Coll., on the award of public contracts, as amended (hereinafter referred to as the “Agreement”) by and between

I. Contracting Parties

1.1. Client: Czech University of Life Sciences Prague
Registered office: Kamýcká 129, 165 00 Praha – Suchbát
Acting by: Ing. Jakub Kleindienst, Bursar
Bank account: Česká spořitelna, a.s.
Account number: 500022222/0800
Company Reg. No.: 60460709
VAT No.: CZ60460709
(hereinafter referred to as the “Client”) on the one hand

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1.2. Contractor: WellGenetics Inc.
Registered office: 2F.-2, No.32, Sec. 1, Chenggong Rd., Taipei City
11570, Taiwan (R.O.C.)
Acting by: Yawen Chen, Research Director
Bank account: CHANG HWA COMMERCIAL BANK LTD
Account number: 9801-86-686860-00
Company Reg. No.: 24570368
VAT No.: NA
(hereinafter referred to as the “Contractor”) on the other hand

(together hereinafter also referred to as the “Contracting Parties”)

based on the result of a tender entitled “Drosophila melanogaster embryo microinjection for germline transformation using the PhiC31 system, including Injection, and balancing of resultant lines”, implemented as a small-scale public contract awarded outside the regime of Act 134/2016 Coll., on the award of public contracts, as amended (hereinafter referred to as the “Act”), and awarded in accordance with the Bursar’s Directive No. 5/2017 of 1 July 2017 and further according to the Rules for Applicants and Beneficiaries - General Part, Operational Programme Research, Development and Education, Programming Period 2014-2020, Version 5, valid from: 9 November 2017, to perform a public contract as follows:

II. Subject of the Agreement

- 2.1** The Contractor shall undertake to provide the Client with the services specified in Attachment 1, hereto. These services will be performed on the basis of individual orders.
- 2.2** The Client shall undertake to accept the duly and timely performed services from the Contractor and to pay the Contractor the price agreed in Article IV, herein.
- 2.3** The Contractor shall undertake to perform the services with professional care within the agreed time, and to the extent and quality pursuant hereto or the individual orders.

III.

Method of Concluding Individual Orders

- 3.1.** The individual services shall be provided on the basis of written orders. The orders shall contain a precise account of the required services, their scope and specifications, the date of performance and any other instructions or requirements of the Client. The orders shall include the relevant attachments and documents for the due performance of the required services.
- 3.2.** In the event that the Contractor shall not be able to perform the required services within the term specified by the Client in its order, it shall be obliged to perform the required services in an alternative term, but no later than 10 days from the intended date of performance. In the event that the Contractor shall not provide the Client with the required services even within this alternative term without objective grounds, it shall be obliged to pay the Client a contractual penalty in accordance with Article VI, herein.
- 3.3.** Performance of services according to the order must comply with the conditions specified herein and the conditions specified by the Client in the order.
- 3.4.** The Contractor shall fulfill its obligation to perform the services according to the order by their due completion and transfer with a written protocol on the handover and acceptance of the services, which shall be signed by the authorized representative of the Client and the Contractor. Otherwise, the services shall not be considered as being provided duly and on time.

IV.

Price and Payment Terms

- 4.1.** The unit price for the individual services to the extent agreed herein and under the conditions specified herein shall be determined on the basis of the Contractor's tender submitted in the tender procedure as the maximum price (i.e. the price which may not be exceeded).
- 4.2.** The total price for the number of services according to the price offer of the Contractor shall be stated in the Czech currency and shall be set to the amount of: 426,450.00 CZK (in words: fourhundredandtwentysixthousandfourhundredandfifty Czech Crowns) without VAT. VAT shall be added and paid in accordance with the applicable legislation on the date of taxable supply.
- 4.3.** Shipping of the samples from the Client to the Contractor is paid by the Client itself.
- 4.4.** The price shall be paid by the Client in the Czech currency on the basis of the relevant tax invoice by wire transfer to the bank account of the Contractor. The Contractor shall issue the invoice for every batch on behalf of an e-mail from the Client's contact person informing that the current batch is ready to be sent to the Contractor. There will be a proforma invoice and after finishing the acceptance proceeding there will be a final invoice (for every batch). The invoice (for every batch) shall be prepared based on the tender price in Attachment 2.
- 4.5.** The tax document - invoice must contain all the requisites of a proper accounting and tax document in the sense of the relevant legal regulations, in particular Act No. 235/2004 Coll., on value added tax, as amended. Furthermore, the invoice must indicate the project and the operational programme from which the supply is financed: "Building an excellent scientific team at FLD CULS in Prague and its instrumentation focused on mitigating the consequences of climate change in forests (from the gene level to the landscape level)" (Reg. No. OP RDE

CZ.02.1.01/0.0/0.0/15_003/0000433), financed by the Operational Programme Research, Development and Education. In the event that the invoice shall not have the appropriate requisites, the Client shall be entitled to return it within the due date to the Contractor for completion, without being in arrears with the payment. The due date shall begin to run again from the delivery of a duly completed or corrected invoice to the Client.

- 4.6. The invoice shall be due at least 30 days from the date of its demonstrable delivery to the Client. The Contractor shall be obliged to deliver the invoice within three working days of its issuance electronically to the e-mail address: ppetrik@fld.czu.cz and projekty_fld@fld.czu.cz. In the event of later delivery, the Client shall be entitled to request a reasonable extension of the invoice. Other forms of delivery shall not be considered proper, with the proviso that the Buyer shall not be obliged to pay the invoice delivered in another way.
- 4.7. The payment day is considered to be the day of debiting the invoiced amount from the Client's bank account to the Contractor's bank account.
- 4.8. Payment of the purchase price or part(s) thereof shall be transferred to the Contractor's account published by the tax administrator pursuant to Article 98 of Act No. 235/2004 Coll., on value added tax, as amended, in the event this obligation applies to it, even if the invoice states another bank account. Should the Contractor not have a bank account published pursuant to Article 98 of Act No. 235/2004 Coll., on value added tax, as amended, the Client shall make the payment to the bank account only after its publication by the tax administrator, without the Client being in arrears with payment. The Contractor shall immediately notify the Client of the publication of the bank account by the tax administrator. This provision shall not apply in the event that the Contractor is not obliged to do so pursuant to Act No. 235/2004 Coll., on value added tax, as amended.
- 4.9. In the event that the Contractor shall publish information that it is an unreliable payer of VAT at the time of the taxable performance, the Client, as the guarantor, shall reserve the right to reduce the amount provided as payment of the purchase price to the Contractor hereunder by the amount corresponding to the VAT. The Client shall be obliged to notify the Contractor of this fact in advance. By applying this procedure, the Contractor's receivables from the Client shall be reduced by the relevant amount of VAT and the Contractor shall not be entitled to recover any amount corresponding to the amount of VAT from the Client.

V. Warranty

- 5.1. The Contractor shall adopt the warranty for six months. The warranty period shall begin on the day of completion of the services by the Contractor, i.e. on the day of signing the protocol on the due handover and acceptance of the services by the Client.
- 5.2. The Client shall be obliged to notify the Contractor of any and all warranty defects in writing without undue delay. Warranty repairs shall be made by the Contractor free of charge within five working days from the notification of the defect. In the event of non-compliance with this deadline, the Client shall also be entitled to have the defects removed by a third party at the expense of the Contractor, even without prior notice of the fact.
- 5.3. In the case of the removal of a defect made during the warranty period, the warrantee period shall be extended by the time from the notification of the defect by the Client until its removal.
- 5.4. Complaints may be submitted no later than the last day of the warranty period, and a complaint sent on the last day of the warranty period shall be considered to have been submitted in time.

- 5.5. In the event of a defect that is not repairable, the Client shall be entitled to partially withdraw from this Agreement, to the extent of the defective performance, and require a refund of the part(s) of the price corresponding to the price for the services performed.

VI.

Contractual Penalties

- 6.1. In the event that the Contractor shall be in arrears with the performance of services within the term according to the order, it shall undertake to pay the Client a contractual penalty in the amount of 5,000 CZK for each day of delay.
- 6.2. The Contractor shall be obliged to pay the Client a contractual penalty in the amount of 5,000 CZK for each day of delay in removing the claimed defects within the period pursuant to paragraph 5.2, herein.
- 6.3. The Contractor shall be obliged to pay the Client a contractual penalty in the amount of 10,000 CZK for failure to provide the required performance even in the alternative term without objective grounds pursuant to paragraph 3.2, herein.
- 6.4. In the event of the Client's delay in paying the invoice, the Contractor shall be entitled to claim from the Client interest on arrears in the amount of 0.05% of the amount due for each day of delay in payment of the invoice.
- 6.5. Circumstances precluding liability shall not affect the obligation to pay a contractual penalty.
- 6.6. The Client shall be entitled to unilaterally offset any contractual penalty against any receivables of the Contractor against the Client (including the receivable of the Contractor for payment of the price).
- 6.7. Payment of the contractual penalty shall not affect the Client's right to compensation in full.
- 6.8. The obligated Contracting Party shall undertake to pay the invoiced contractual penalty (penalties) within 14 days from the date of receipt of the relevant invoice. The same time limit shall apply to the payment of interest on arrears.

VII.

Obligations of the Contractor

- 7.1. The Contractor shall be obliged to provide services in accordance with this Agreement and related legal regulations.
- 7.2. The Contractor shall be obliged to perform all tasks and activities, to provide all services to the Client so that it duly completes them within the agreed period, under the conditions agreed herein, and to this end the Client shall undertake to provide the necessary cooperation to the Contractor.
- 7.3. The Contractor confirms that it is fully acquainted with the scope and nature of the services provided. It is familiar with the technical, qualitative and other conditions necessary for the provision of services and has such professional knowledge, experience and capacities as are necessary for the provision of the services. The Contractor shall undertake to provide the services specified herein, generally binding legal regulations, technical standards and that they will have the properties and quality corresponding at least to the usual purpose of such services.
- 7.4. The Contractor shall be liable for damages incurred by the Client and third parties by a breach of its obligations specified herein or by a breach of legal regulations or standards.
- 7.5. The Contractor shall not be entitled to provide the services specified herein to persons other than the Client.

VIII.
Obligations of the Client

- 8.1. The Client shall be obliged to pay the Contractor the price specified herein for duly and timely performed and handed over services.
- 8.2. The Client shall be obliged to provide the Contractor with the cooperation necessary for the provision of the services specified herein.

IX.
Final Provisions

- 9.1. This Agreement is entered into until 30 June 2023 or until the amount stated in Section 4.2, herein.
- 9.2. In mutual relations between the two Contracting Parties in matters related to this Agreement, except for the representatives referred to in paragraphs 1.1 and 1.2 herein, the following persons shall be authorized to act for payment, confirmation of records of handover and acceptance of the services or part(s) thereof, in particular during the operational technical management of service activities, confirmation of records of compliance with conditions for release of payments, and approval of invoices or other documents:

On behalf of the Client: Ing. Petr Petřík, e-mail: ppetrik@fld.czu.cz
On behalf of the Contractor: Yawen Chen, e-mail: yawen.chen@wellgenetics.com
- 9.3. This Agreement may be amended or supplemented only by written addenda signed by both Contracting Parties. Any and all attachments hereto shall be an integral part thereof.
- 9.4. This Agreement shall enter into force on the date of its signature by both Contracting Parties and shall become effective after its publication in the register of contracts in accordance with Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and the register of contracts (Act on the Register of Contracts), as amended.
- 9.5. The Client shall be entitled to withdraw from the Agreement in the event that the Contractor becomes an unreliable payer of VAT according to the information provided in the register of VAT payers.
- 9.6. In the event of premature termination of the Agreement by either of the Contracting Parties, the Contractor shall be obliged to hand over to the Client the services performed thus far and unfinished. A report on the handover and acceptance shall be prepared, which shall be signed by the Client and the Contractor, and a report on the actually performed services shall also be a part of this report.
- 9.7. This Agreement is elaborated in 4 (four) counterparts, each of which having the validity of the original. Each of the Contracting Parties shall receive 2 (two) copies thereof. In the event that the Agreement is concluded in electronic form, including its signatures, it shall be elaborated in one copy only.
- 9.8. This Agreement shall be governed by the Civil Code and other related legislation. Any and all data and information communicated by the Contracting Parties at the time of entering into this Agreement shall be considered confidential, and neither Contracting Party may make them available or disclose them to a third party or use them contrary to their purpose for their own purposes. In the event that one of the Contracting Parties violates this obligation and enriches itself by doing so, it shall give the other Contracting Party that which it has enriched itself with.

- 9.9. In the event that the grounds for invalidity relate only to a certain provision of the Agreement, only that provision shall be invalid, unless its nature, content or the circumstances in which it was agreed show that it cannot be separated from the remaining content of the Agreement.
- 9.10. The Contracting Parties shall strive to reach an amicable settlement of any and all disputes arising from the Agreement. In the event that an amicable settlement of the dispute will not be reached within 30 working days of its first notification to the other Contracting Party, either Contracting Party shall be entitled to bring its claim before the competent court.
- 9.11. The Contractor unconditionally agrees to the publication of the full text of this Agreement so that it can be the subject of information provided in the sense of Act No. 106/1999 Coll., on free access to information, as amended. The Contractor also agrees to the publication of the full text of this Agreement pursuant to Article 219 of Act No. 134/2016 Coll., on the award of public contracts, as amended, and Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts), as amended.
- 9.12. The Contractor acknowledges and agrees that it is a liable person within the meaning of Article 2(e) of Act No. 320/2001 Coll., on financial control, as amended. The Contractor shall be obliged to fulfil the obligations arising for it being a person liable pursuant to the above Act.
- 9.13. After reading this Agreement, the Contracting Parties declare that they agree with its content, that it has been written seriously, certainly, intelligibly and on the basis of their true and free will, in witness whereof they attach their signatures.

Attachments:

- Specification of the subject of performance
- Tender price

Done in Prague, date

Done in Taipei, date 2022/10/7

On behalf of the Client:
Czech University of Life Sciences Prague

On behalf of the Contractor:
WellGenetics Inc.

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Ing. Jakub Kleindienst, Bursar

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Yawen Chen, Research Director

Specification of Subject of Performance

Name of the service:	<i>Drosophila melanogaster</i> embryo microinjection for germline transformation using the PhiC31 system, including Injection, and balancing of resultant lines
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Number of months of using the service: **until June 2023**

Required activities – their description, scope (e.g., number of samples, study area), timeline, etc.:

- Injection of plasmids provided by the Client into suitable *Drosophila melanogaster* acceptor lines, with high success rate, likely in repeat injections.
- Selection of transformants in the offspring of injected animals.
- Balancing of transformant flies with commonly used balancer chromosome lines to create genetically stable fly lines.

The whole process is started at the workplace of EXTEMIT-K team where first the RNA is isolated from Bark Beetle, then from RNA are obtained by PCR the receptors. These receptors are cloned and inserted into a portion of the vector. The vector is transformed by LR recombination to form the expression vector, which has two specific sides (attL and attR), between them the bark beetle receptors are located.

Subsequently, expression vectors with the specific vectors are sent to the Contractor. In this workplace the expression vector is introduced into the live larvae of *Drosophila melanogaster* using the PhiC31 system, creating a GMO *Drosophila* with a bark beetle receptor, which is inserted at a precisely determined 3rd place in the chromosome (i.e., between attR and attL). The prepared *Drosophila* are analysed by using SSR (Single Sensillum Recording), then they are sent back to the Czech Republic to EXTEMIT-K team and further analysed.

Methodological procedure requirements:

- PhiC31 recombination, with the possibility to target the 2nd or 3rd chromosome.
- Use of the *white* marker gene to select transformants.

Explanation of Tender Conditions

The above-mentioned Contracting Authority hereby provides you with the following explanation of the tender conditions relating to the above-mentioned small-scale public tender.

Questions from the Tenderer:

1. It requests: "In this workplace the expression vector is introduced into the live larvae of *Drosophila melanogaster* using the PhiC31 system". Following the service name of the tender is " *Drosophila melanogaster* embryo microinjection for germline transformation using the PhiC31 system, including Injection, and balancing of resultant lines", I would like to confirm that where should we inject into, embryos or larvae?
2. It requests: ", which is inserted at a precisely determined 3rd place in the chromosome (i.e., between attR and attL)". The working PhiC31 system in *Drosophila* is the recombination between attP and attB. Just to confirm that will we be requested to perform recombination between attR and attL?
3. It requests: "The prepared *Drosophila* are analysed by using SSR (Single Sensillum Recording), then they are sent back to the Czech Republic to EXTEMIT-K team and further analysed". The SSR is not mentioned in the service name of the tender FLD 008 and Methodological procedure requirements. Is SSR required for the performance?
4. We checked with banks in Taiwan, but unfortunately, we can't receive inward remittance in CZK. We understand that the procurement payment is in CZK. Is it possible to specify the remittance currency in EUR or USD?
5. I am confused about the tender submission. Are both printed form and electronic form required?

Explanation of Tender Conditions No. 2:

Ad 1) There is a mistake on our side - early stage embryos, of course. We want germline transformation, after all.

Ad 2) We are using pUASg.attB, which is used for attB/attP integration.

Ad 3) No, the SSR will be done by us later.

Ad 4) It will be done via Western Union bank, our payment will be sent in CZK, but you will receive it in USD or EUR (depends on what you prefer). It will be transferred at the current exchanged rate.

Ad 5) No, one of these two options is good enough. You can send it in printed or electronic version.

Attachment – Tender price_Drosophila melanogaster embryo microinjection for germline transformation using the PhiC31 system, including Injection, and balancing of resultant lines

	Unit price	Unit	Estimated total number	Estimated value
Drosophila PhiC31 Injection Service Plan (Injection of supplied plasmids for the generation of w+-selected transformants, transformant selection, balancing of insertions vs. commonly used balancer chromosomes)	8125	sample	50	406,250.00 CZK
International shipping and handling fee from the Contractor to the Client	2525	batch of samples	8	20,200.00 CZK
Tender price				426,450.00 CZK