

TOXYS R&D SERVICES AGREEMENT

This R&D Services Agreement (the “**Agreement**”), is made by and between TOXYS, Inc., a Delaware corporation (“**TOXYS**”) and [XXXX], a [STATE] [corporation/company with limited liability], (“**Customer**” (each individually referred to herein as a “**Party**” and collectively as the “**Parties**”), as of [_____] (the “**Effective Date**”).

WHEREAS, TOXYS is a company specialized in in-vitro toxicological studies;

WHEREAS, Customer is a company engaged in the research and development of [XXXX];

WHEREAS, Customer desires to procure certain R&D services of TOXYS, and TOXYS desires to provide such services;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Services

- 1.1 Customer hereby retains TOXYS as an independent contractor to perform certain R&D services as set forth in TOXYS’ written offer, dated [XXXX], which is attached as Exhibit A to this Agreement (the “**Services**”), on the terms and conditions of this Agreement.
- 1.2 TOXYS shall provide the Services using personnel of required skill, experience, and qualifications, in a timely, workmanlike, and professional manner. Dr. Giel Hendrik will supervise the Services and will coordinate performance of the Services with [NAME AND TITLE] of Customer, who shall be responsible for all matters related to the Services on behalf of Customer.

2. Compensation, Expenses and Payment

- 2.1 In consideration of the Services to be performed under this Agreement, Customer shall pay to TOXYS a fee determined in accordance with the fee schedule set out in Exhibit A. Unless otherwise agreed upon in writing, said fee will be payable within thirty (30) days of receipt by Customer of an invoice from TOXYS.
- 2.2 Customer shall also pay all of TOXYS’s preapproved expenses related to performing the Services, including travel and lodging expenses, if any.

3. Customer Materials

- 3.1 Customer will provide TOXYS timely with a sufficient quantity of each material and compounds selected for screening (collectively, the “Compounds”), required to perform the Services, as well as such information as may be required or requested by TOXYS regarding the stability, storage and safety requirements of the Compounds.
- 3.2 Customer hereby represent and warrants that it owns all right and title to the Compounds and that is free to dispose of them and provide the Compounds to TOXYS for the purpose of this Agreement and the Services.

- 3.3 Any Compounds delivered pursuant this Agreement is understood to be experimental in nature and may have biological, chemical and/or hazardous properties that are unpredictable and unknown and is to be used with caution and prudence.
- 3.4 TOXYS will use the Compounds solely for the Services, in compliance with all applicable statutes, laws, government regulations and guidelines, as well as with the regulations and guidelines of Customer that have been provided to TOXYS in writing before the commencement of the Services.
- 3.5 After completion of the Services and upon request by Customer, TOXYS will return or destroy, at Customer's request, all Compounds.

4. Obligations TOXYS

- 4.1 TOXYS will perform the Services in accordance with all applicable current government regulatory requirements, including applicable laws regarding the disposal of hazardous materials.
- 4.2 TOXYS will be responsible for the following:
 - a. Providing labor and all materials, other than the Customer materials and Compounds, that are necessary to perform the Services;
 - b. Providing reference compounds using commercial suppliers or a hospital pharmacy as set forth in Exhibit A;
 - c. Performing the testing of the Compounds of Customer;
 - d. Providing to Customer, a (electronic) copy of the raw data generated from the Services and a final written report setting forth a full summary of the results of the Services, including a summary of all relevant data; and
 - e. Providing all professional and support personnel required for the Services, as reasonably determined by TOXYS.
- 4.3 TOXYS will ensure that any equipment, facilities and/or materials that is/are provided under the Agreement is/are adequately maintained and serviced and is/are repaired in a timely manner.

5. Laboratory Visits

- 5.1 Representatives of Customer may visit the facilities of TOXYS where the Services are being conducted with reasonable frequency, during normal business hours, upon five (5) days prior written notice, to observe the performance and progress of the Services. Prior to such visits, Customer's representative shall be bound personally to non-disclosure obligations and TOXYS' instructions and policies, as applicable to its premises.

6. Intellectual Property Rights, Confidential Information, Publications

- 6.1 Subject to section 6.2 below, Customer shall own all right, title and interest (including intellectual property rights, trade secret rights and all other rights of any sort through the universe) relating to any and all works of authorship, concepts, text, still images, illustrations, concepts and methods, designations, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by TOXYS during the performance of the Services (“**Proprietary Information**”), and TOXYS will promptly disclose all of same to Customer. All Proprietary Information are works made for hire to the extent allowable by law, and if any such material does not qualify as a work made for hire, TOXYS hereby agrees to make all assignments necessary to accomplish transfer of same to Customer.
- 6.2 Any know-how and intellectual property rights relating to works of authorship, concepts, text, still images, illustrations, concepts and methods, designations, know-how, ideas and information, owned or created by TOXYS before the Effective Date or created by TOXYS outside of the scope of the Services, shall at all times remain with TOXYS, even when used in connection to the Services. Customer acknowledges that TOXYS possesses certain intellectual property rights and other assets, including models, programs, systems, methods, reporting data procedures and techniques, computer technical expertise or software programs that are independently developed or proprietary to TOXYS and which may be utilized by TOXYS during the Agreement (collectively “**TOXYS Property**”). The Parties agree that any new TOXYS Property or improvements to existing TOXYS Property which are not derived from, or can be used independently of the research results, and which are improved, modified or developed by TOXYS under or during the term of the Agreement, are part of TOXYS Property and the sole property of the TOXYS.
- 6.3 For the purpose of this Agreement, “**Confidential Information**” means all non-public, confidential information of a Party, including the Proprietary Information, methods, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, and pricing of a Party, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information must be kept confidential at all times and may not be disclosed or copied unless authorized by the disclosing Party in writing. Confidential Information does not include any information that: (a) is in, or becomes part of, the public domain (through no fault of the receiving party); or (b) is made available to the receiving Party by an independent third party owing no obligation of confidentiality to the disclosing Party with regard thereto, as evidenced by the receiving Party's written records; or (c) was already in the possession of the receiving Party at the time of receipt from the disclosing Party, as evidenced by the receiving Party's written records; or (d) was independently developed by the receiving Party without the aid, application or use of the Confidential Information of the disclosing Party, as evidenced by the receiving Party's written records; or (e) is required to be disclosed by the receiving Party pursuant to an order of an authorized governmental authority or agency.
- 6.4 The Parties agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in this Agreement. Immediately following the receipt of a written request to this effect by a

Party, the other Party will return any and all Confidential Information received from the requesting Party, or destroy such Confidential Information, if the disclosing Party so requests.

- 6.5 Except as set forth in this Agreement, or as agreed upon in writing otherwise, TOXYS shall not in any manner advertise, publish or release for publication any statement referencing or identifying the Compounds and related data, including data generated by the Services.
- 6.6 Neither Party shall use the other Party's name or that of its affiliates or the names of the other Party's employees in any advertising or sales promotional material or in any publication without prior written permission of the other Party.
- 6.7 Notwithstanding any other provision in this Agreement, Parties may wish to publish data or work product resulting from the Services, in whole or in parts and whether by presentation or other written or verbal publication. The publishing Party shall request prior written approval from the other Party no later than four (4) weeks before such proposed publications, which approval shall not unreasonably be withheld. The other Party shall have the right to withhold publication until a time of its choosing and may deny such approval if in the sole opinion of that Party such publication may (i) disclose any of its Confidential Information, (ii) would impair any of its intellectual property rights, (iii) if the content of the planned publication is technically incorrect or (iv) if the publication would impair other interests of that Party.

7. Work Product

- 7.1 Customer will retain title to all work product, and specimens and will retain the right to publish all documentation, records, raw data or other work product generated during the performance of the Services. Any publication of the results of the Services by Customer will mention and give full scientific credit to TOXYS as the party performing the work and studies under the Services.
- 7.2 Any such work product will be retained by TOXYS in compliance with regulatory or legal requirements, or at such other sites as agreed upon by the Parties. All documents and raw data resulting from the Services are required to be retained by TOXYS for a period of not less than five (5) years.

8. Indemnification and Limitation of Liability

- 8.1 Each Party ("**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its employees and representatives from and against any third party claims, demands, lawsuits, or administrative proceedings, whether for bodily injuries, property damages, economic losses, tax claims, penalties, fines, or otherwise, arising from the Indemnifying Party's failure to comply with any law, ordinance, or regulation applicable to that Party, including any alleged intellectual property infringement caused by the Indemnifying Party, or the Indemnifying Party's gross negligence or willful misconduct.
- 8.2 Customer shall indemnify, defend, and hold TOXYS, its agents and employees (the "**Indemnitees**") harmless, from and against any and all losses, costs, expenses, liabilities and damages, including without limitation interest, penalties, reasonable

attorneys' fees and arbitration and/or litigation costs, in connection with or arising out of the Services, or the obligations to be performed by Indemnitees hereunder, that are directly related to any test samples, placebo or procedure provided by Customer and required to be used in the Services (collectively, the "**Claims**"), except to the extent that any such Claim is caused by Indemnitee's gross negligence, willful misconduct, or fraud, or failure to adhere to applicable law or regulations, or a material uncured default by TOXYS under this Agreement. Upon written request by TOXYS, Customer shall provide written assurance to Indemnitees that Customer has appropriate financial resources and adequate insurance to satisfy potential product liability claims.

- 8.3 As a condition to indemnification, a Party will give the indemnifying Party written notice of any claims (including a copy of any such claim served upon indemnitees), within fifteen (15) business days after such claim was served upon any indemnitee and shall cooperate with the indemnifying Party as shall be reasonably necessary for the defense or settlement of such claims. Indemnitees agree to reasonably cooperate with the indemnifying Party in the defense of the Claim.
- 8.4 NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES EXCEEDING THE TOTAL OF ANY AMOUNTS PAID BY CUSTOMER TO TOXYS. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR REVENUES, OR EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.5 In the event of a material error by TOXYS in the performance of the Services that renders all or part of the Services invalid, Customer shall have the option, at its sole discretion to either (a) request TOXYS to repeat the Services at TOXYS' own cost, or (b) require TOXYS to refund Customer the contract price paid to TOXYS for those Services. Customer's options set forth in this Section 7.3 are the sole remedy in case of invalid Services.

9. Term and Termination

- 9.1 This Agreement shall commence on the Effective Date shall continue in full force and effect for a period of twelve (12) consecutive months, unless terminated in accordance hereto. The term of the Agreement may be extended for a specific period of time by written agreement of the Parties.
- 9.2 Each Party can terminate this Agreement upon two (2) months prior written notice. If either Party materially breaches a material provision of this Agreement, including failure to pay sums due timely, the other Party may terminate this Agreement upon thirty (30) days written notice unless the breach is cured within this notice period.
- 9.3 Either Party may terminate this Agreement with immediate effect if the other Party goes into liquidation either compulsory or voluntary, or if a receiver, administrative receiver or administrator is appointed in respect to the whole or any part of its assets.

In the event of termination, all TOXYS non-cancellable costs and other expenses irrevocably committed to, including costs of personnel and equipment (if applicable)

reserved for the Services, will become payable upon first request by TOXYS. All outstanding amounts become immediately due and payable upon termination.

- 9.4 The termination of this Agreement shall not relieve either Party of its obligations to the other with respect to maintaining the confidentiality of information, and obtaining consents for advertising purposes and publications as set forth in this Agreement, as well as the indemnification and liabilities hereunder.

10. Representations and Warranties

- 10.1 Customer warrants and represents that (i) it has full power and authority to enter into this Agreement and (ii) nothing in this Agreement is or will be inconsistent with any obligation Customer may have to third parties.
- 10.2 TOXYS warrants and represents that (i) the Services will be performed in a professional and workmanlike manner with due care, and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation TOXYS may have to others; (ii) TOXYS has the skills, knowledge and capacity to fulfill the Services; (iii) TOXYS shall comply with all applicable laws, rules and regulations; and (iv) if TOXYS's work requires a license, that TOXYS has obtained that license and will ensure that the licenses remains in full force and effect.
- 10.3 EXCEPT AS SET FORTH HEREIN, NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, WHETHER EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), IS INCLUDED OR INTENDED TO APPLY TO THE SERVICES.

11. Relationship of the Parties

- 11.1 Notwithstanding any provision hereof, for all purposes of this Agreement, each Party shall be and act as an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance.
- 11.2 The Parties explicitly agree that (employees of) TOXYS cannot be regarded as an employee, agent or partner of Customer, that TOXYS shall not act as such and that TOXYS shall not, in practice, organize its work so that TOXYS will be able to invoke such status. The Parties agree that TOXYS is free to select the means and methods of performing the Services contemplated herein; provided, however, that such Services shall be performed in a manner which conforms to the requirements of this Agreement.

12. Insurance

- 12.1 TOXYS shall secure and maintain adequate commercial general liability insurance in full force and effect throughout the performance of the Services.

13. Foreign Corrupt Practices Act

- 13.1 TOXYS acknowledges and agrees that:
- a. TOXYS (including its owners, officers, directors, employees, agents, and subcontractors) shall not engage in any conduct that shall violate the U.S.

Foreign Corrupt Practices Act or any applicable anti-bribery or corruption laws in any country where the TOXYS is performing its duties under this Agreement; and

- b. TOXYS (including its owners, officers, directors, employees, agents, and subcontractors) shall not pay, offer, promise or authorize the payment of, either directly or indirectly, anything of value (including but not limited to cash, gifts and entertainment) to (a) any government official or employee of any government; (b) any official or employee of any department, agency, or instrumentality of a government; (c) any employee of any corporation or entity owned or controlled by a government; (d) any immediate family member of such officials or employees; or (e) any political party, party official, or political candidate; to assist in obtaining or retaining business (including but not limited to any contracts, avoidance of duties or reduction of tariffs, reduction of taxes or to obtain money owed, or to obtain regulatory approval) or for the purpose of causing, soliciting or inducing the sale and purchase of the equipment, products, goods, or services by any party.

14. Miscellaneous Provisions

- 14.1 Notice.** All notices given under this Agreement shall be in writing and shall be delivered personally, sent by registered mail or recognized overnight delivery service or sent by email or facsimile (with a confirmation copy mailed by registered mail) at the addresses set forth below, or to such other addresses as the parties may designate in writing.

If to TOXYS: Giel Hendriks
228 East 45th Street Suite 9E
New York
New York 10017
g.hendriks@toxys.com

If to Customer:<<representative>>
<<address>> + EMAIL

- 14.2 Severability and Assignment.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any one of them, or any portion thereof, shall in no manner affect or impair the validity or enforceability of the remainder. Except to affiliated parties under common ownership or control, neither Party hereto shall assign any interest in this Agreement without the prior written consent of the other.
- 14.3 No Third Party Beneficiaries.** The Parties agree and intend that this Agreement shall be for the sole and exclusive benefit of the Parties to this Agreement, and that no rights, benefits, or causes of action in favor of, obligations to, or contractual relationship with, any entity not a Party to this Agreement, arise in connection with the execution of this Agreement or the performance of the obligations as herein provided.
- 14.4 Force Majeure.** Except for any payment obligations due under this Agreement, a Party shall be excused from performing its obligations under this Agreement if its

performance is delayed or prevented by any cause beyond such party's control, including but not limited to, acts of God, fire, explosion, disease, weather, war, terrorism, insurrection, civil strife, riots, government action, or power failure. Performance shall be excused only to the extent of and during the reasonable continuance of such disability. Any deadline or time for performance specified in quotation that falls due during or subsequent to the occurrence of any of the disabilities referred to herein shall be automatically extended for a period of time equal to the period of such disability. Delays related to Covid19, including sickness and governmental orders and restrictions, will be deemed to constitute a force majeure event.

TOXYS shall immediately notify Customer if, because of force majeure event TOXYS is unable to meet any mutually agreed upon deadline or time for performance. In the event that any part of the Services is rendered invalid as a result of a force majeure event, TOXYS shall, upon written request from Customer, and at the sole cost and expense of Customer, repeat that part of the Services affected by the force majeure event.

- 14.5 No Waiver.** The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If TOXYS waives a breach of any provision of this Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.
- 14.6 Integration and Priority.** This Agreement and the General Terms and Conditions of TOXYS, attached to this Agreement as Exhibit B, contain the entire agreement between the Parties as to the subject matter hereof, and supersedes all prior negotiations and representations, whether written or oral. In the event of any conflict between the terms of the body of this Agreement and the terms of any of the Exhibits, the following order of decreasing priority will apply: the body of this Agreement, Exhibit A, Exhibit B.
- 14.7 Amendments and Modifications.** This Agreement may be modified or renewed only in a written documents signed by authorized representatives of the Parties. Each Party may use its standard business forms (such as purchase orders, acknowledgments, invoices, or vouchers) to administer this Agreement. Notwithstanding the foregoing, the use of such forms shall be for convenience purposes only, and all provisions, terms and conditions contained in or on such forms shall be deemed to have no validity, force or effect on the terms of this Agreement.
- 14.8 Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflict of laws principles. The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the county of New York, New York, and irrevocably agree that all actions or proceedings relating to this Agreement, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives as of the Effective Date, each of which shall be deemed to have the same force, validity, and effect, as of the date for written above.

TOXYS INC.

[CUSTOMER LEGAL NAME]

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A

TOXYS WRITTEN OFFER, DESCRIPTION OF SERVICES, FEE SCHEDULE

EXHIBIT B

GENERAL TERMS AND CONDITIONS OF TOXYS