REQUEST FOR QUOTATION dated on **29 05 2017 A**

I. ORDERING PARTY:
Selvita S.A.
Ul. Bobrzyńskiego 14
30-348 Kraków
VAT EU: 679 29 42 955

DELIVERY ADDRESS:
Selvita S.A.
Ul. Bobrzyńskiego 14
30-348 Kraków
Poland

II. DESCRIPTION OF THE ORDER:

Vendor should make an offer for objects presented below:

No	Name	CAS	Amount
1.	A genetic construct consisting of E. coli optimized DNA sequence encoding for the following: GSTtag - TEV cleavage site - gene of interest (682 aminiacids) - 10xHis The construct should be designed with the possibility of cutting out the gene of interest and preparing modification of its length (N-term and C-term shortening). The vector used for construct preparation could be a modified pGEX-4T-2 or other proposed by deliverer with TAC promoter. The provider needs to ensure the availability of the construct for at least 5 years. More details (if needed) will be available after signing CDA - draft of the CDA attached as Appendix 1.		1

Buyer reserves the right to purchase different quantity of the product than stated in the query.

III. DEADLINE OF THE DELIVERY

Delivery of an order should be no later than **28 calendar days**.

IV. DESCRIPTION FOR PREPARING OFFERS

The Vendor should make the offer in Polish or English.

The offer should include:

1. The full name of a Vendor.
2. Address and phone number of the Vendor and contact person.
3. Price for order.
4. Offer validity period- at least **30 calendar days.**
5. Delivery time (in days). **If range of time given, the upper value will be considered.**
6. It is not possible to make an offer for a part of an order.

V. EVALUATION CRITERIA:

1. Price: 100%.

VI. PLACE AND THE DEADLINE FOR SUBMISSION OF OFFERS

1. The offer must be submitted by 05th June 2017 **by the end of the day.**
2. Offer must be sent to the e-mail address: tenders@selvita.com, by fax to: +48 12 297 47 01, courier or delivered personally:
   Selvita S.A.
   ul. Bobrzyńskiego 14
   30-348 Kraków
3. Offers received after the deadline will not be taken into consideration.

In the absence of information about delivery time and offer validity period, Ordering Party assumes that they comply with the requirements indicated in RFQ.

Appendix 1.

NON-DISCLOSURE AND NON-USE AGREEMENT

This Agreement is concluded on [date] 2017, by and between:

SELVITA S.A., a Polish joint-stock company having its registered office at ul. Bobrzynskiego 14, 30-348 Krakow, Poland, entered into the register of companies of the National Court Register held by the District Court of Krakow-Śródmieście in Krakow, XI Division of the National Court Register under the KRS number: 0000367359 (hereinafter referred to as "**Selvita**" or the "**Disclosing Party**")

and

[Company], having its registered office at [address] and registered in [register] (hereinafter referred to as "**Company**" or the "**Receiving Party**")

Selvita and Company shall be referred to separately as a "**Party**" and together as the "**Parties**".

WHEREAS, the Parties desire to explore a possibility of entering into a business relationship with regard to [Purpose](the "**Purpose**");

WHEREAS, in connection with the negotiations regarding such potential business relationship, Selvita may provide or disclose to Company certain business, trade, scientific, technical, financial, commercial, legal or other information that Selvita deems confidential;

WHEREAS, the purpose of this Agreement is to regulate the treatment of any Confidential Information (as hereinafter defined) which may be disclosed by Selvita to the Company so as to protect the proper interests of the Disclosing Party whilst the information is in the possession of the Receiving Party.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the purposes of this Agreement, the term "**Confidential Information**" shall mean any and all information, materials, compounds, compound structures, devices, technical and non-technical data, knowledge, market information, sales information, methods, concepts, formulas, financial information, designs, drawings, discoveries, practices, business plans, strategies, products, processes, specifications, techniques, testing procedures, records, research, developments, inventions, trade secrets, know-how, source code, object code or commercial-in-confidence information, information relating to personnel, suppliers, donors, vendors, licensors or licensees disclosed by the Disclosing Party to the Receiving Party during the term of this Agreement, and all analyses, compilations, studies, notes and other documents containing such information or based on such information including without limitation those prepared by the Receiving Party. The term "Confidential Information" shall also cover the existence and contents of this Agreement, the fact that discussions are taking place between the Parties and any terms, conditions or other facts relating thereto. Any information defined above submitted by the Disclosing Party to the Receiving Party will have the status of confidentiality regardless of whether identified or not as confidential. Confidential Information may be disclosed in any form or storage medium i.e. orally, electronically, visually or in material form such as (by way of example and without limitation) written documents, drawings, or other electronic media, by observation, inspection or examination. The Parties hereby agree that Confidential Information as described above is important, material and constitutes

confidential trade secret that affects the successful conduct of the Disclosing Party's operations. PROVIDED that the obligations herein undertaken shall not apply to information which:

a) at the time of disclosure is in the public domain or after disclosure comes into the public domain through no breach of this Agreement and without fault of the Receiving Party, or
b) was in the possession of the Receiving Party at the time of disclosure as evidenced by the Receiving Party's written records, or
c) was independently developed by the Receiving Party without any use of the Confidential Information, as evidenced by the Receiving Party's written records, or
d) was rightfully received by the Receiving Party from a third party without a breach of confidentiality obligations towards the Disclosing Party similar to those set forth herein, or
e) the Receiving Party is required to disclose, retain or maintain by law or any regulatory or government authority or by any order or injunction of any court having jurisdiction over the Receiving Party; provided, however, that in such case the Receiving Party shall give the Disclosing Party reasonable advance notice of the applicable disclosure requirement (through the delivery of a copy of any applicable subpoena or order) and shall afford the Disclosing Party an opportunity to oppose, limit or secure confidential treatment for such required disclosure. In addition, in the event of any such required disclosure, the Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to certain group of persons including without limitation to employees of either Party or certain individual features fall within such foregoing exclusions, unless the combination as a whole falls within any of the abovementioned exclusions.

2. All Confidential Information shall at all times remain the property of the Disclosing Party, and any disclosure of such Confidential Information shall not constitute nor imply the grant of a licence to the Receiving Party for any other use of the Confidential Information than for the Purpose, nor shall it imply any transfer to the Receiving Party of any right, title or interest therein nor to any intellectual property right (copyright, patent, patent application, trademark, trade secret, know-how or other) subsisting therein. For the avoidance of any doubt, it is hereby agreed by the Parties that any inventions, discoveries, technologies, methods, processes, findings, etc. (hereinafter: the "**Results**") that are conceived or reduced to practice as a result of the usage or the reference to the Confidential Information of the Disclosing Party during the term of this Agreement shall be owned by the Disclosing Party.

3. The Receiving Party agrees not to modify nor to reverse engineer for any purpose any of the Confidential Information of the Disclosing Party. The Receiving Party shall not identify the chemical structure or molecular composition of any proprietary compound or molecular entity, or any data from which a proprietary compound's or molecular entity's chemical structure or molecular composition may be readily determined or elucidated.

4. Receiving Party agrees that it shall keep Confidential Information received from the Disclosing Party in strict confidence and shall protect the confidentiality of and take all reasonable steps to protect the unauthorized disclosure or use of the Disclosing Party's Confidential Information. In general, the Receiving Party shall afford to any Confidential Information disclosed to it the same degree of protection as it would afford to its own proprietary information in any case not less than a reasonable degree of care. Specifically, the Receiving Party shall take all proper and reasonable

measures to maintain the confidentiality of all Confidential Information which is disclosed under this Agreement, and shall not:

a) use any such Confidential Information for any purpose or purposes other than the Purpose and in particular shall not use it for commercial manufacture or sale or any other commercial purpose without obtaining a prior written licence or approval from the Disclosing Party;
b) make any copy or abstract of any such Confidential Information without the express prior written approval of the Disclosing Party;
c) disclose any such Confidential Information to any third party without the express prior written approval of the Disclosing Party;
d) disclose any such Confidential Information to its representatives, employees, agents, or counsel (hereinafter the "**Representatives**"), except to the extent necessary to fulfil the Purpose and strictly on a definable need-to-know basis, in which case: (i) the Receiving Party shall make all such Representatives aware of the confidential nature of the information, (ii) the Receiving Party shall execute with its Representatives written confidentiality agreements prior to any disclosure under this Agreement, (iii) the Receiving Party shall be responsible for any act or omission with respect to Confidential Information committed by any of its Representatives as though it was an act or omission of the Receiving Party, (iv) the Disclosing Party may further require that the Receiving Party limits the disclosure of certain Confidential Information e.g. to the named individuals specified by the Disclosing Party, (v) the Receiving Party shall promptly notify the Disclosing Party of any disclosure or use of Confidential Information that is contrary to this Agreement;
e) make any statement or announcement with respect to its interest in pursuing a services agreement or other business transaction with the Disclosing Party, nor disclose the existence of discussions and/or negotiations between the Parties relating thereto or any terms or conditions thereof, including with respect to this Agreement, without the prior express written consent of the Disclosing Party.

5. The Disclosing Party may at any time require the Receiving Party forthwith to return or at the Disclosing Party's own option to destroy all documents including without limitation in electronic form and other materials containing Confidential Information (together with any copies or excerpts thereof) and to certify to the Disclosing Party that such destruction has been carried out or to cease to use the Confidential Information of the Disclosing Party. Notwithstanding the return or destruction of the documents and materials, the Receiving Party will continue to be bound by its obligations under this Agreement.

6. This Agreement shall take effect as of the date of its signature by both Parties set forth below and continue to be binding for the Parties within two years thereafter. All non-disclosure and non-use obligations set forth in this Agreement shall remain in effect for a period of ten (10) years from its expiry, regardless of whether the discussions between the Parties give rise to the conclusion and signature of a services contract or other business transaction. Notwithstanding the foregoing, this Agreement may at any time be superseded by specific terms relating to the disclosure and use of confidential information, which are contained in a formal collaborative agreement or other contract between the Parties, provided that such agreement shall expressly reference to this Section.

7. Nothing in this Agreement is intended to create or imply any obligation of any Party to negotiate, discuss or enter into any transaction or agreement with the other Party. Unless and until a definitive agreement between the Parties has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression of its representatives.

8. This Agreement shall be construed and interpreted in accordance with the laws of Poland and all rights and remedies shall be governed by such laws without regard to principles of conflicts of law. The Parties hereby consent to submit all disputes arising out of or in relation with this Agreement to the Polish district court in Krakow having jurisdiction over Selvita's registered office.

9. The Receiving Party acknowledges that disclosure or use of the Disclosing Party's Confidential Information in violation of this Agreement could cause immeasurable and irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. In the event of a breach or threatened breach, the other Party shall be entitled to preliminary and permanent injunctive relief to preserve its rights hereunder, but nothing herein shall preclude the Parties from pursuing any other action or remedy.

10. No amendment, waiver or modification of any terms of this Agreement shall be binding upon a Party unless expressly made in writing through the mutual consent of the Parties. Any assignment of any rights or obligations arising out of this Agreement shall be null and void, unless the Party obtains the prior written consent of the other Party. Failure by either Party on one or more occasions to avail itself of a right conferred by this Agreement shall not be construed as a waiver of such Party's right to enforce such right or any other right.

11. Nothing in this Agreement shall create or be deemed to create any relationship of agency, partnership or joint venture between the Parties.

12. Neither Party shall use the name of the other Party in any advertising or publicity without the prior written approval of the other Party.

13. This Agreement may be executed in one or more counterpart copies, each of equal dignity, which together shall constitute the entire Agreement. The Parties agree that the execution of this Agreement by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed Agreement electronically.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized representatives.

On behalf of: **SELVITA S.A.**

Signed:	.....	.....
Name:	.....	.....
Position:	.....	.....
Date:	.....	.....

On behalf of: [Company]

Signed:	.....	.....
Name:	.....	.....
Position:	.....	.....
Date:	.....	.....

The Project co-financed by the National Centre for Research and Development under the Strategic Programme (Prevention Practices and Treatment of Civilization Diseases) – Strategmed