



INTELLECTUAL PROPERTY LICENCE AND COMMERCIALISATION AGREEMENT

(Agreement Number OAI1690CZ03)

Entered into by and between

This Intellectual Property Licence & Commercialisation Agreement (the "Agreement") is entered by and between

ORO AGRI EUROPE, S.A., of Estrada Municipal 533, Biscaila, Laia, Palmela 2950-065, Portugal, represented by Nuno Loureiro and Sara Monteiro (hereinafter "ORO AGRI");

and

Mendel University in Brno, a university established under the laws of the Czech Republic, Zemědělská 1665/1, 613 00 Brno, Czech Republic, represented by prof. Dr. Ing. Jan Mares (herein after referred to as the "the MENDELU");

ORO AGRI and the MENDELU will be hereafter referred to collectively as the "Parties" and individually as a "Party".

PREFACE

WHEREAS, the Parties entered into a Mutual Confidentiality and Evaluation Agreement with contract no. OAI1690CZ00 having the effective date of 3 August 2020, a Memorandum of Understanding with contract no. OAI1690CZ01 having the effective date 20 July 2021, and a Material Transfer and Confidentiality Agreement with contract no. OAI1690CZ02 having effective date 26 October 2022, all the aforementioned remaining in full force and effect. The Parties agree that any extensions of time required by any Party in fulfilment of any obligations in the aforementioned agreements OAI1690CZ00, OAI1690CZ01 and OAI1690CZ02 are granted to each other;

WHEREAS it is recorded that the MENDELU is the true and beneficial proprietor of all right, title and interest in and to the Intellectual Property in relation to the Deposited Strains and the Material;

WHEREAS it is recorded that ORO AGRI is in the business of research, development, manufacturing and distribution of organic agricultural products;

WHEREAS ORO AGRI is the true and beneficial proprietor of all right, title and interest in and to the Intellectual Property in relation to the NEW METHOD;

WHEREAS it is recorded that both ORO AGRI and MENDELU are the true and beneficial proprietor of an equal undivided fifty percent (50%) half share of all right, title and interest in and to the Intellectual Property in relation to the Exudate Material;

AND WHEREAS MENDELU desires to grant an exclusive worldwide licence in favour of the ORO AGRI to utilize the Intellectual Property embodied in the Deposited Strains, and/or the Material and/or in its half share of the Exudate Material in order to produce, commercialize and sell products including the Material and/or the Exudate Material within the Territory for the Term of this Agreement;



AND WHEREAS ORO AGRI accepts such exclusive worldwide licence from the MENDELU on the terms and conditions as set out in this Agreement; and

WHEREAS, it is recorded that ORO AGRI INTERNATIONAL B.V., a company registered under the laws of the Netherlands, with registered office at Bankastraat 75, 9715CJ Groningen, The Netherlands is the contracting party in agreement numbers OAI1690CZ00 and OAI1690CZ01; and

WHEREAS, ORO AGRI INTERNATIONAL B.V. hereby assigns, transfers and otherwise makes over all right, title, interest and obligation it might have under agreement numbers OAI1690CZ00 and OAI1690CZ01 to ORO AGRI EUROPE, S.A., of Estrada Municipal 533, Biscaia, Laia, Palmela 2950-065, Portugal, which ORO AGRI EUROPE, S.A. accepts. The Parties hereby agree to this assignment.

NOW AND THEREFORE the Parties agree as follows:

1. INTERPRETATION

- 1.1 Clause headings are for convenience and will be disregarded in construing this Agreement.
- 1.2 Unless the context of this Agreement clearly indicates or requires otherwise, the singular shall include the plural and vice versa.
- 1.3 For the purposes of this Agreement and the preamble above the following words and phrases shall bear the stated meaning unless the context of this Agreement clearly indicates or requires otherwise:

"Agreement" means this intellectual property licence & commercialization agreement together with any annexures hereto and any amendments, modifications or supplements executed by the Parties in writing from time to time;

"Commencement Date" means the date of Signature of the last Party signing despite the date of last signature of this Agreement by the Parties;

"Confidential Information" means information of whatever nature, which has been or may be obtained by either of the Parties from the other, whether in writing or in electronic form or pursuant to discussions between the Parties, or relating to the Material and/or Exudate Material and/or New Method, which can be obtained by examination, testing, visual inspection, analysis or other means, including, without limitation, business or financial data, know-how, technical and scientific reports and documents, designs, sketches, operation manuals, flow charts, process data, photographs, plans, drawings, specifications, sample reports, trial reports, models, formulation details, customer lists, price lists, information about the staff of either of the Parties, their personal contact information, future business plans and policies;

"Copyright" shall mean any work that vests with copyright in terms of the



Berne Convention for the Protection of Literary and Artistic works (as amended) that relates to the Material, the Exudate Material and the New Method;

"Deposited Strains"

means, in relation to the Material, all microbes within and/or forming part of and/or embodied in the microbial- and/or microbiological material deposited at Mendel university in Brno, Faculty of Horticulture, Mendeleum - Institute of Genetics,

And

Leibniz-Institut DSMZ-Deutsche Sammlung von Mikroorganismen und Zellkulturen GmbH,

"Exudate Material"

means an exudate produced by the Material when exercising the New Method, and includes chemically and/or biologically novel active compounds and/or secondary metabolites;

"Intellectual Property"

means all and any intellectual property of any kind including all and any creations of the mind that are recognised and/or capable of being protected by law from use by any other person, and all rights resulting from or attributable to such intellectual activity, whether acquired or protected by statute or common law and whether in terms of applicable laws in the Territory and/or any other jurisdiction, and including: patents, trademarks, service marks, logos, trade names, internet domain names (including internet websites and the content thereof), Copyright and moral rights, Confidential Information, Trade Secrets, database rights, rights in designs, rights in get-up, rights in inventions, rights in know-how, rights in trade secrets, rights in market authorizations, rights in recipes, rights in chemical - and/or biochemical - and/or microbial - and/or microbiological - and/or genetic - formulas and/or strains and/or organisms and/or sequences, rights in production and/or preparation methods, rights in research and/or development ideas, rights in trial data, rights in test data, rights in laboratory data, rights in modes of action, any and all improvements, developments, modifications, revisions, translations, adaptations, supplements and derivations of any of the

aforegoing, all copies and tangible embodiments of the foregoing, in each instance in whatever form or medium and all rights of a similar nature anywhere in the world, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and registered includes registrations and applications for registration and renewals or extensions of such rights and all other rights or forms of protection having equivalent or similar effect anywhere in the world, all the aforementioned relating to the Material, the Exudate Material, the New Method and/or the Deposited Strains;

"Material"	means <u>the Material</u> that was isolated and <u>the Exudate Material</u>
"New Method"	means a unique method of culturing and/or growing and/or multiplying the Material which results in the Exudate Material;
"Party/Parties"	means the Mendelu and Oro Agri individually, or the collectively;
"Term"	means ten (10) years from the Commencement Date, or the expiration of the last granted patent for the Material or Exudate Material, whichever is longer;
"Territory"	means the worldwide; and
"Trade secrets"	shall mean any and all manufacturing and/or process and/or formulation know-how, techniques, research or industrial knowledge in relation to the Material and/or Exudate Material and/or New Method and/or Deposited Strains, in respect of which information is not readily available, in the ordinary course of business to a competitor of the Parties;

2. GRANT OF LICENCE

2.1 Subject to the provisions of this Agreement, Mendelu hereby grants to Oro Agri an exclusive non-transferable and non-sublicensable (with the exception in Section 3.1) worldwide licence to utilize the Intellectual Property embodied in the Deposited Strains and/or the Material and/or in its half share of the Exudate Material in order to produce, commercialize and sell products including the Material and/or the Exudate Material within the Territory for the Term of this Agreement, which licence Oro Agri hereby accepts.



2.2 Oro Agri is obliged to use the licence. The grant of licence is subject to fulfillment of the following key performance indicators (KPIs) required by Mendelu. Oro Agri shall:

a) take at least the follow actions over with an aim of obtaining eventual market authorizations in its name for any products including the Material or Exudate Material as active ingredient

Step	Action	Timeframe
1	Production of Exudate Material; identification, characterization, quatification and evaluation of chemical components comprising the Exudate; and understanding the correct and appropriate regulatory pathway to follow taking into consideration the aforementioned;	Within the first year following the Commencement Date;
2	Identifying the 5 batch process relevant the regulatory pathway;	Within the first year following the Commencement Date;
3	Starting a scale up process;	Within the first year following the Commencement Date;
4	Running efficacy trials;	Within the second year following the Commencement Date;
5	Conducting a risk assessment (including commencement of a toxicology pack, ecotoxicology pack, and a data gap analysis, all required for regulatory/market authorization reasons;	Within the second year following the Commencement Date;
6	Start application process for obtaining market authorization in the name of Oro Agri, including commencement of dossier drafting.	Within the third year following the Commencement Date.

and

b) within 6 months from signing this Agreement, file an application for the patent on the Material and Exudate Material inspired by patent application prepared by Mendelu in Annexure B provided analytical and efficacy data is available regarding the Material and Exudate Material;

(c) provide Mendelu with ongoing biannual reports regarding progress for obtaining a market authorization for products including the Material or Exudate Material as active ingredient, and such reports will outline the investment Oro Agri is making toward the final registration of market authorizations which shall enable eventual sales.

(collectively, the "KPI").

2.3 No later than 30 days before the expiry of the first year of the Term, the Parties shall agree on the KPIs for the additional period of 1 year, even repeatedly. If according to Mendelu, Oro Agri has failed to achieve any the KPIs at any period of time, then Mendelu may on 30 days' notice terminate the Agreement, or terminate the license exclusivity, in such case



Oro Agri shall effective immediately act as a non-exclusive manufacturer and seller of the Material or Exudate Material as active ingredient. Oro Agri shall have the opportunity to rectify any non-performance with a period of 30 days after receiving notice of such non-performance, which rectification shall avoid termination by Mendelu as to amicably resolve any dispute regarding performance or lack thereof. Should this fail Mendelu shall be entitled to terminate the Agreement or exclusivity of the license on 30 days' notice.

3. RIGHT TO SUB-LICENCE

3.1 The Parties agree that Oro Agri may sub-licence to an affiliate of Oro Agri for manufacturing reasons, provided that:

a) In all cases, Oro Agri is responsible for any acts or omissions of its affiliates and, Oro Agri shall continue to be responsible for its obligations and responsibilities under this Agreement,

b) Oro Agri is obliged to subject the affiliate to appropriate written contractual arrangements regarding their rights and obligations („Sublicence Agreement“), which are at least as protective of Mendelu and its Intellectual Property as those set forth in this Agreement, and

c) Oro Agri shall deliver to Mendelu details regarding a prospective affiliate, which shall include the full legal name and identification details of the prospective affiliate.

4. INTELLECTUAL PROPERTY

4.1 Each Party acknowledges the Intellectual Property of the other and acknowledges that it shall have no, right, title or interest in or to the Intellectual Property of the other, except the rights expressly granted to it in this Agreement.

4.2 Both Parties hereby undertake, not only for the duration of this Agreement but at all times thereafter, not to challenge the proprietorship, right, title, interest and ownership of the Intellectual Property, or any right, title or interest related thereto.

4.3 Oro Agri shall have no obligation to enforce any of Mendelu's rights relating to the Intellectual Property.

4.4 Unless the Parties agree otherwise, then Oro Agri shall bear the costs of obtaining and keeping in force any patent rights that relate to the Intellectual Property, and Oro Agri shall be able to elect in which countries to proceed with applications for patent rights.

4.4.1 Notwithstanding anything agreed above, the Parties have agreed that:

a) any and all patents and other Intellectual Property rights that relate to the Material shall be owned and registered in favor of Mendelu. Oro Agri may not obtain or attempt to obtain any patents or other Intellectual Property rights that relate to the Material.

b) any and all patents that relate to the Exudate Material or the New Method shall be owned and registered in favor of Mendelu and Oro Agri, each shall have an equal undivided fifty percent (50%) half share of all right, title, and interest in and the patent and shall be listed as the patent co-applicants and co-inventors. Neither party may obtain or



attempt to obtain any patents or other Intellectual Property rights in contrary to this section b).

c) Upon registration, Oro Agri is obliged to keep in force the patent described in Annexure B for at least five (5) years. Mendelu shall be the true and beneficial proprietor of all right, title, and interest in and to the patent and shall be listed as the patent applicant and inventor. The cost obtaining and keeping this patent shall be borne by Oro Agri

d) Oro Agri is further obliged to apply for and keep in force a patent for the Exudate Material and/or New Method for at least five (5) years. Mendelu and Oro Agri shall be the true and beneficial proprietors, each of an equal undivided fifty percent (50%) half share of all right, title, and interest in and the patent and shall be listed as the patent co-applicants and co-inventors. The cost obtaining and keeping this patent shall be borne by Oro Agri

4.4.2 In each case, where such authorization does not arise under Mendelu's right to use as author, owner or patent applicant, and notwithstanding any copyright, patent or other intellectual property right to the Material, the Exudate Material, or the New Method that Oro Agri or its affiliates may obtain, the Parties have agreed and Oro Agri hereby grants to Mendelu a non-commercial, non-exclusive, royalty-free, worldwide, not limited in time, irrevocable research license to make, have made and use the Material, the Exudate Material, and the New Method, and to practice the processes encompassed by the Material, the Exudate Material, or the New Method, for non-commercial research, scientific, and academic purposes. Mendelu is allowed to, either directly or indirectly by and through its employees, agents, and academic staff, publish scientific publications about the materials, processes encompassed by the Material, the Exudate Material, or the New Method.

4.4.3 Any agricultural product market authorizations for the Material or Exudate Material, including their active substances, shall be in the name of Oro Agri.

4.5 Mendelu:

4.5.1 shall not assign, transfer, sell or otherwise make over any right, title or interest in or to its Intellectual Property without prior discussion with Oro Agri nor without first offering its Intellectual Property to Oro Agri on terms and conditions not less favorable than what it would offer a third party;

4.5.2 shall, under no circumstances, apply for intellectual property registrations or agricultural product market authorizations of any Intellectual Property or any part thereof, provided that this restriction shall cease to be effective upon termination of this Agreement or termination of exclusivity in accordance with Section 2.2;

4.5.3 agrees to provide such co-operation as Oro Agri shall request in the institution of any action, including its co-operation in compiling and presenting evidence and being cited as a party to any legal proceedings, concerning the Intellectual Property and any defense or enforcement thereof;



- 4.5.4 shall provide reasonable assistance to Oro Agri (at Oro Agri's cost) in relation to the Oro Agri's applications to register the Intellectual Property.;
- 4.5.5 shall immediately notify Oro Agri in the case of any person which is or is attempting to pass itself off as owner, title holder, proprietor or authorised user of its Intellectual Property which comes to its attention, or appears to be or is attempting to challenge the its rights in and to the Intellectual Property or Oro Agri's rights to use any of the Intellectual Property in accordance with the provisions of this Agreement; and
- 4.5.6 shall immediately notify Oro Agri in the case of any person alleging any Intellectual Property infringement and/or damage allegedly occasioned via exploitation of said Intellectual Property.
- 4.6 No warranty or representation, express or implied, is given by Mendelu with respect to the validity or incontestability or marketability of the Intellectual Property or any part thereof.
- 4.7 To further obviate doubt, Mendelu does not warrant or represent that any Intellectual Property will:
 - 4.7.1 actually be registered or otherwise recognised, or once so registered or recognised, remain so registered or recognised;
 - 4.7.2 not already have been registered or otherwise recognised in the name of a third party;
 - 4.7.3 be capable of being used, whether generally in commerce, or as against specific third parties; and
 - 4.7.4 be lawfully commercially exploitable within the Territory under the applicable laws of the Territory.
- 4.8 Mendelu shall not be liable for any costs, expenses, liabilities, charges, damage, losses, actions, proceedings, claims and demands which Oro Agri suffers or incurs as a result of exercising any of its rights under this Agreement.
- 4.9 Without limiting the foregoing, Oro Agri shall have no claim of any nature against Mendelu should any third party contest (successfully or otherwise) the validity, enforceability, use, commercial exploitation or ownership of any Intellectual Property.
- 4.10 Mendelu shall not be liable for any claim, fine, statutory transgression and/or penalty of whatsoever nature and howsoever arising (including direct, indirect, special, incidental, or consequential damages whatsoever, including, without limitation, any loss of profits or expected profits) as a result of the exercise of the rights granted to Oro Agri under Clause 2, and Oro Agri hereby indemnifies and holds harmless Mendelu in respect of any such claim, fine, statutory transgression and/or penalty to the fullest extent permitted by law.
- 4.11 If Oro Agri makes, causes to be made or in any way acquires any improvements, developments, modifications, revisions, translations, adaptations, supplements and derivations to the Intellectual Property of the Exudate Material and/or New Method (the

Oro Agri Improvements), all right, title and interest in and to such Oro Agri Improvements shall vest in Oro Agri alone, and Oro Agri shall be entitled to deal with the Oro Agri Improvements in any manner it deems fit, including making application for registration thereof in any country in the world. The foregoing shall not apply if such developments, modifications, revisions, translations, adaptations, supplements or derivations are achieved by collaboration of Oro Agri and Mendelu, in such case, all right, title and interest in and to such improvements shall vest in favor of both Mendelu and Oro Agri, each shall have an equal undivided fifty percent (50%) half share of all right, title, and interest in such improvements.

4.12 The provisions of this **Clause 4** shall survive termination or cancellation of this Agreement to the fullest extent permitted by law.

5. COMPENSATION PAID BY ORO AGRI TO MENDELU FOR GRANT OF RIGHTS

5.1 Oro Agri shall pay Mendelu compensation sounding in money (Euros) and based on net turnover (net after discounts, returns, and any applicable taxes), and particularly as set out in **Annexure A** (herein after the "**Compensation**").

5.2 The **Compensation** shall be paid by Oro Agri to Mendelu yearly in arrears for the previous financial year, and shall be due ninety (90) days after the end of the financial year. The financial year shall run from 1 July to 30 June.

5.4 Should Oro Agri fail to make timeous payment of any amounts due to Mendelu or should there be an underpayment of any amounts due to Mendelu, interest shall be payable on the outstanding amounts. The interest shall be payable on a monthly basis in arrears based on an annual interest rate of 10%, the interest accruing from the date on which payment of the outstanding amount was due until the date on which payment is made to Mendelu. Interest on outstanding amounts shall be capitalised annually.

5.5 Compensation is exclusive of any and all taxes, duties, customs, levies and fees associated with payment of Compensation to Mendelu, including, but not limited to, federal, state and local, including value added tax and taxes related to purchase and sale of the goods and use of the intellectual property. Mendelu is entitled to add these amounts to the invoiced price. If Mendelu has to pay the above taxes or fees, it is entitled to claim payment of these amounts from Oro Agri on the basis of an issued invoice. This shall in no way prejudice the obligation of Mendelu to pay income tax.

5.6 In the Compensation of Annexure A turnover shall extend to include sales by affiliates of Oro.

6. ACCOUNTING

6.1 Oro Agri shall keep detailed and up to date accounts in which shall be recorded details of sales made and/or sold and/or exported by it or made and/or sold and/or exported under its licence authority within the Territory and related to the Material and/or Exudate material and/or products containing same.

6.2 Mendelu, or its duly authorised agents, shall have the right at all reasonable times during



business hours to inspect Oro Agri's books and accounts relating to the manufacture, sale and/or export of the Material and/or Exudate material and/or products containing same, and Oro Agri shall permit such inspection, provided that Mendelu shall notify Oro Agri of the inspection at least 15 (fifteen) working days before the inspection takes place.

- 6.3 If requested by Mendelu, Oro Agri shall, within a reasonable period, which period shall not exceed 30 (thirty) days, deliver to Mendelu an audited statement setting out the amount of **Compensation** due to Mendelu for any period specified by Mendelu, and how the amount has been arrived at.
- 6.4 Mendelu shall be entitled to one audited statement at the expense of Oro Agri during any one year of this Agreement. If Mendelu requires further audited statements during any one year of this Agreement, Oro Agri shall be obliged to supply and shall supply such further audited statements, but they shall be at the expense of Mendelu.
- 6.5 Should Mendelu be dissatisfied with the audited statement the Parties agree to select and appoint an independent third-party auditor to verify the audited statement, and Oro Agri agrees to cooperate in all respects including giving access to said third party auditor to its books of account (statutory and management), sales contracts, distribution contracts, bills of lading, manufacturing records, premises, staff, accountants, and auditors [in so far as such items relate to the business undertaken under this Agreement]. The independent third-party auditor's results shall override Oro Agri's audited statement in event of conflict. Costs associated with the independent third-party auditor shall be borne by both Parties equally.
- 6.6 If any such examination or audit discloses a shortfall in the Contribution due to Mendelu, then Oro Agri shall reimburse Mendelu for twice the amount of such shortfall. Should the audit discover any errors or omissions which have a value of more than 5% of the amounts due with respect to any particular financial year being audited, then Oro Agri shall also reimburse Mendelu for the costs of such audit.

7. CANCELLATION BEFORE INTIAL TERM IS REACHED

This Agreement will endure for the Term, subject to cancellation or termination:

- 7.1 by Oro Agri on the giving of six (6) months' written notice (including via email) to Mendelu;
- 7.2 by either Party in the event of the failure by the other Party to remedy any breach of the conditions set out herein, within one (1) month after receiving written notice to do so, wherein the Agreement will terminate one (1) month from the date of said notice; or
- 7.3 by either Party in the event of the other Party being sequestered or liquidated, whether voluntarily or compulsory, wherein the Agreement will terminate on the date of formal notice of sequestration or liquidation, or immediately upon written notice from a Party, whichever is earlier.



8. CONSEQUENCES OF CANCELLATION OR TERMINATION

In cases where Agreement is cancelled before the full Term has elapsed:

- 8.1 In the event of this Agreement being cancelled or terminated for any reason Oro Agri shall pay to Mendelu any amount owing by it to Mendelu within 60 (sixty) days of cancellation or termination notice is serviced and Oro Agri shall promptly:
- a) cease to represent itself as authorized distributor regarding the Material and Exudate Material, and shall otherwise desist from all conduct or representations that might lead the public to believe that Oro Agri is authorized by Mendelu to manufacture or sell the Material and Exudate Material, however, Oro Agri shall be allowed to complete existing orders from its customers and sell off existing stock
 - b) return to Mendelu all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Mendelu's Intellectual Property and permanently erase all of Mendelu's Intellectual Property from its computer systems
 - c) if Oro Agri acquires any Intellectual Property rights in or relating to any Material and/or, Deposited Strains (including any rights in any trademarks, derivative works, patents, or improvements relating thereto), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned to Mendelu without further action by either Party and any goodwill derived from the use by Oro Agri of Mendelu's Intellectual Property rights inures to the benefit of Mendelu.
 - d) certify in writing to Mendelu that it has complied with the requirements of this Article 8.1.

In cases where Agreement is cancelled after the full Term has elapsed:

- 8.2 After the expiration of the full Term of this Agreement Oro Agri will have the right to exploit the Intellectual Property of the Material, Exudate Material, Deposited Strains and New Method without any further compensation owed to Mendelu.

9. CONFIDENTIALITY

- 9.1 The Parties shall hold in confidence all Confidential Information and Intellectual Property received from each other and not to use, disclose, divulge, directly or indirectly, the Confidential Information and Intellectual Property to any person, natural or juristic, who is not a Party to this Agreement throughout the duration of this Agreement or at any time thereafter.
- 9.2 The Parties shall take all such steps as may be reasonably necessary to prevent the use, disclosure or divulging of Confidential Information and Intellectual Property to any person not being a Party to this Agreement.
- 9.3 The provisions set out above relating to Confidential Information shall apply to information which:
- 9.3.1 is or hereafter becomes part of the public domain otherwise than by the default or the receiving Party; or



- 9.3.2 can be shown to have been in the possession of the receiving Party at the time of its disclosure hereunder; or
- 9.3.3 is acquired by a Party independently from a third party acting in good faith which has not previously obtained the Confidential Information directly or indirectly under a confidentiality obligation from the divulging Party; or
- 9.3.4 the divulging Party is compelled to disclose in terms of a court order.
- 9.4 Information which is, or has been, acquired pursuant to the implementation of this Agreement will be deemed to be Confidential Information and will be subject to the provisions contained in this clause.
- 9.5 The provisions of this **Clause 9** shall survive the termination of this Agreement.

10. INDEMNIFICATION

- 10.1 Each Party shall, at its own cost and expense, indemnify, defend and hold the other Party, such Party's affiliates, and their respective officers, directors, managers, consultants, partners, members and shareholders harmless from and against any and all actions, causes, suits, proceedings, accounts, claims, demands losses, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of any of its obligations, covenants, representations or warranties contained herein or any negligent act or omission on the part of a Party, its affiliates or representatives.
- 10.2 In no event shall either Party be liable for any (i) indirect, special, punitive, incidental or consequential damages and (ii) losses (including claims based on but not limited to loss of profit or revenue) of the other Party.
- 10.3 The provisions of this **Clause 10** shall survive the termination of this Agreement.

11. DISPUTE RESOLUTION

- 11.1 Any claim, controversy, difference or dispute between the Parties hereto shall first be attempted to be resolved through mutual negotiations after notification in writing.
- 11.2 This Agreement shall be governed by, construed, and enforced in accordance with the laws of Germany.
- 11.3 The Members shall first attempt to settle amicably any dispute arising out of the interpretation, the conclusion, the performance and/or the termination of this Agreement. Should such amicable settlement fail, the dispute shall be settled by competent court in Germany.

12. WAIVER

No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

13. COSTS

Each Party shall be responsible for its own costs involved in negotiating, drawing and executing this Agreement.

14. ASSIGNMENT

This Agreement may not be assigned by either Party, including when the Party undergoes a change of control, without the prior written consent of the other Party. In the event of a permitted assignment hereunder, this Agreement shall be binding on and shall inure to the benefit of the Parties to it and their respective successors and assigns.

15. NO PARTNERSHIP

Nothing herein contained shall be construed as creating a partnership between the Parties or as deeming the Licensee as an agent or representative of or employee of the Licensor, or vice versa. The Licensee may not act as agent of the Licensor or incur any liability on behalf of the Licensor and neither may the Licensor act as agent of the Licensee or incur any liability on its behalf.

16. WHOLE AGREEMENT

No representations or warranties between the Parties other than those set out herein are binding on the Parties and nothing not recorded in this Agreement has induced any of the Parties to enter into this Agreement.

17. PRIOR AGREEMENT SUPERSEDED

This Agreement supersedes all prior agreements and any arrangements purporting to be an agreement between the Parties, whether verbal or in writing.

18. VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or cancellation shall be of any force or effect unless reduced to writing and signed by all the Parties.

19. INDULGENCE

No relaxation or indulgence granted by either Party to the other shall be deemed to be a waiver of any of the Parties' rights in terms of this Agreement and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions of this Agreement.

20. APPLICABLE LAW

The validity, effect and interpretation of this Agreement, and all other aspects or consequences of it, shall be governed by the laws of Germany.

21. FORCE MAJEURE



No Party will have no liability whatsoever, for any compensation for damages and costs if, in the event of force majeure or any other unforeseeable circumstances of similar kind (such as fire, flood, wars and strikes), the effects of which were not foreseeable and that could not be avoided or overcome with the application of usual care and diligence. Upon the occurrence of a force majeure event, the affected Party shall immediately inform the other Party by e-mail and estimate its possible duration and shall undertake the best efforts in order to minimize the consequences relating to such force majeure event and especially of the delays occurred. If circumstances of force majeure have occurred and shall continue for a period of fifty (50) days or more, either Party shall be entitled to terminate this Agreement through a written notice.

22. PARTIAL INVALIDITY

If any one or more of the provisions of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of all other provisions hereof shall not be affected thereby, and the Parties shall negotiate with each other in an attempt to arrive at an amendment which restores the Parties as far as possible to the position contemplated at the commencement of this Agreement and which is legal and enforceable. If the Parties cannot agree to an amendment the valid and enforceable terms will nonetheless constitute the agreement between the Parties.

23. NOTICES AND DOMICILIUM

23.1 The Parties choose as their *domicilia citandi et executandi* their respective addresses set out below, or such other address, not being a post office box or poste restante, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or cancellation may validly be served upon or delivered to the Parties.

23.1.1 Oro Agri: Estrada Municipal 533, Biscaia, Laia, Palmela 2950-065, Portugal

23.1.2 Mendel University in Brno: Zemědělská 1665/1, 613 00 Brno, Czech Republic

23.2 Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be delivered by courier, sent by registered airmail letter, telefacsimile or electronic mail to the address set out hereunder, or such other address as a Party may from time to time in writing inform the other Party. Such notice will be deemed given, if sent by registered airmail letter, five (5) Days after the date of dispatch, if sent by telefacsimile or electronic mail (email), one (1) Day after dispatch, or if sent by courier, on the date of delivery to the receiving Party.

23.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a responsible official of one of the Parties, including by way of telefacsimile or electronic mail transmission shall be adequate written notice or communication to such Party.

24. GOOD FAITH

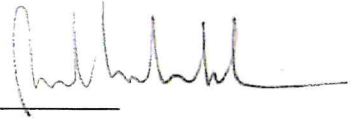
Each Party undertakes with the other Party to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

25. ELECTRONIC SIGNATURE

Each Party warrants that the person signing on its behalf is duly authorized to act for and on behalf of such Party and can bind such Party in a legally binding manner. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by the Parties hereto by means of electronic copies and signatures. Each such counterpart shall be, and shall be deemed to be, an original agreement, and all such counterparts taken together shall constitute one and the same agreement.

{signature page to follow directly hereafter}

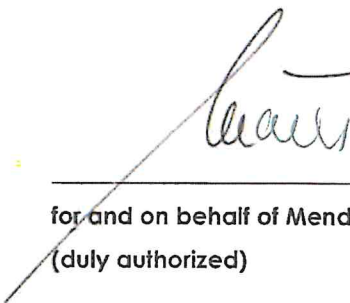
Signed at _____ this day of _____


Saiza Monteiro 

for and on behalf of Oro Agri

(duly authorized)

Signed at 30 -11- 2023 this day of _____





for and on behalf of Mendel University in Brno

(duly authorized)