

Licence Agreement

The Parties conclude this Licence Agreement in accordance with the provisions of Section 2358 et seq. of Act No. 89/2012 Sb., the Civil Code, as amended, on the day, month and year set forth below:

Licensor

University of South Bohemia in České Budějovice
with the registered office at Branišovská 1645/31a, 370 05 České Budějovice,
a public university established by Act No. 314/1991 Sb.,
represented by: doc. Tomáš Machula, Ph.D., Th.D, Rector
Company ID No.: 60076658
VAT ID No.: CZ60076658
hereinafter the "Licensor"

and

Licensee

Mr. Nadav Schechter
Sales Manager
New Bio Technology Ltd.
with the registered office at 3 Mekor Haim st. Jerusalem, Israel
represented by: Mr. Nadav Schechter
VAT ID No.: 511688798
hereinafter the "Licensee"

Hereinafter collectively referred to as the "Parties"

I.

Subject-matter of the Agreement

The subject-matter of this Agreement is the system: software DeepMon including Hardware: Microsoft Kinect v2 and holder for the Kinect.

1. This software is a product of the Faculty of Fisheries and Protection of Waters of the University of South Bohemia in České Budějovice.
2. The Licensor hereby provides the Licensee with an exclusive licence to the software specified above (hereinafter the "Subject of Licence") in the extent and under the conditions set forth below. The Licensee undertakes to compensate the Licensor for the provision of

the licence.

3. The Licensor declares that it has all the necessary rights associated with the Subject of Licence.

II.

Contents of the Licence

1. The Licensor hereby grants the Licensee an exclusive licence to the Subject of Licence specified in Article I. The Licensee is entitled to use the Subject of Licence in the manner set forth below.
2. The territorial scope of this licence applies to the territory of Israel pursuant to the applicable legal regulations.
3. The period of validity of the licence is limited to 5 years, with the exception of cases stipulated in this Agreement or the written amendments hereof.
2. The licence expires in the case of dissolution of the Licensee, Licensor's or Licensee's withdrawal from this Agreement or based on a mutual agreement of both Parties. In the event of withdrawal from this Agreement, the rights and obligations of the Parties will be regulated by a written agreement.
3. The Licensee is not entitled to transfer or grant any rights under this licence to third parties (sublicence) without the prior written agreement with the Licensor. The limitation under the previous sentence does not apply to the transfer or granting of user rights (i.e. without the access to any source code).
4. Innovations and technical improvements of the Subject of Licence made by any of the Parties and the associated rights will be regulated by a written agreement between both Parties, taking into account the value of the innovation and its technical and economic aspects.
5. Any other possible use of the Subject of Licence and the derived products will always be regulated by a written agreement between the Parties.
6. In the case of failure to fulfil the obligations hereunder, the Licensor is entitled to request the Licensee to cease such breach of obligations and to remedy the situation by written notice. In the event that the Licensee breaches the obligations, does not remedy the situation or does not cease to breach the obligations, it is obligated to pay the Licensor a contractual penalty in the amount of EUR 40,- for each day of the continued breach of obligations and/or the situation resulting from the breach of obligations, up to the total amount of EUR 6000,-.

III.

Compensation

1. The compensation for granting the licence was agreed upon by the Parties as follows:
 - a) The Licensee will pay the Licensor a single payment in the amount of EUR 1000,- excluding VAT within 15 days from the date of issue of the invoice by the Licensor. The Licensor will issue the invoice within 14 days from the date of execution hereof.
 - b) The Licensee will always pay the amount corresponding to 20 % of the annual proceeds from the sold technical solution, always following the approval of the annual accounts at the Licensee's general meeting, no later than 15 days from the issue of the invoice by the Licensor. The Licensor is entitled to access the Licensee's accounts in order to verify the proceeds from sales and the quantity of products produced.
2. The Licensee will pay all parts of the compensation under the previous paragraph to the Licensor's bank account No [REDACTED], maintained by ČSOB a.s., with the invoice number as the variable symbol.
3. The Licensee is obligated to pay the interest on late payment in the amount of 0.05% of the amount due for each day of delay in payment of the relevant part of the compensation.

IV.

Proof of Proceeds from Sales of Software

1. The Licensee is obligated, at least once a year following the approval of the annual accounts under Article III (1) b) hereof, to provide the Licensor with a true written statement regarding the proceeds from sales of the products in the production or provision of which the licence hereunder has been utilised.
2. Provision of incomplete or false information is considered a material breach of this Agreement and it entitles the Licensor to withdraw from this Agreement.
3. If the Licensee provides incomplete or false information on the proceeds from sales of the products in the production or provision of which the licence has been utilised, it is obligated to pay a contractual penalty to the Licensor in the amount of EUR 6000,-
4. The payment of the contractual penalty is without prejudice to any claims for compensation of damages made by any of the Parties.

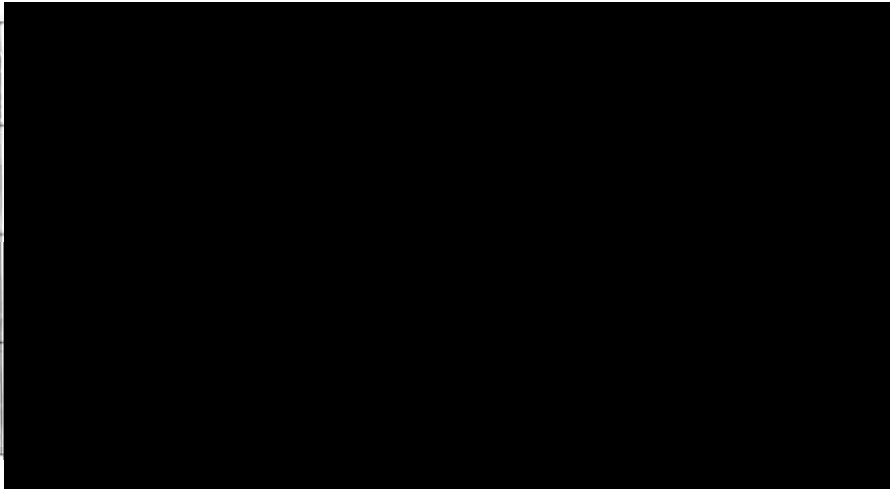
V.

Communication between the Parties

1. The regular communication between the Parties will be conducted verbally or electronically

without an advanced electronic signature. Information relevant to the performance of the Agreement (complaints, information on the proceeds from sales of the products (IV. 1), etc.) will be sent in paper form or electronic form with an advanced electronic signature.

2. Unless specified otherwise, the correspondence address is the same as the address listed in the header of the Agreement.
3. In the matters of performance hereof, the following persons are authorised to act on behalf of the Parties:

On behalf of the Licensor (business matters):	
On behalf of the Licensor (technical matters):	
On behalf of the Licensee (business matters):	
On behalf of the Licensee (technical matters):	

4. The contact information above may be amended by a written notification sent to the other Party without the need for conclusion of an amendment hereto.
5. The document is considered delivered even in the case that the addressee avoids the delivery by moving out of the address provided without the notification of a new address or if the addressee refuses to accept it. If the document is deposited at the postal services provider, the document is considered delivered with the expiry of the retention period.

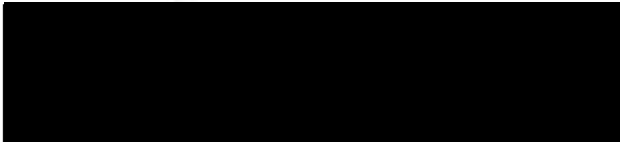
VI.

Final Provisions

1. This Agreement may only be amended or supplemented by written amendments following the mutual agreement of the Parties.
2. The legal relations not expressly regulated by this Agreement are governed by the relevant provisions of the Civil Code and Act No. 527/1990 Sb., on inventions, industrial designs and improvement proposals.
3. This Agreement is executed in 4 counterparts with the legal force of the original. Each Party will receive two copies.

- 4 The Parties agree that this Agreement will be published in the register of contracts pursuant to Act No. 340/2015 Sb., on special requirements for the effectiveness of certain contracts, the publication of such contracts, and the register of contracts (the Register of Contracts Act). Any tasks associated with such publication will be arranged for by the Licensor.
- 5 This Agreement becomes valid upon the date of execution by the authorised representatives of both Parties and effective upon the date of publication in the register of contracts.
6. The Parties confirm that they conclude this Agreement of their own true and free will, not under duress or conditions they would consider conspicuously disadvantageous to them, and that they agree unconditionally with the contents hereof. In witness whereof the authorised representatives of the Parties have hereunto set their hands.

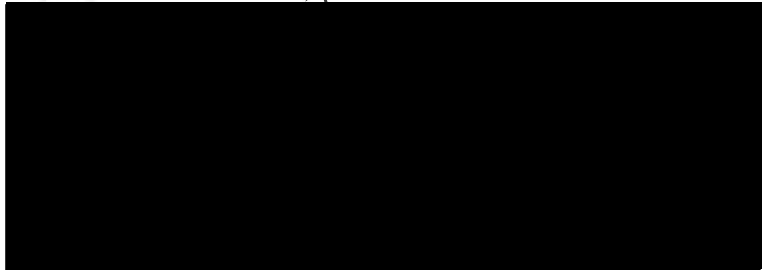
In České Budějovice, on 20/11/2020



doc. Tomáš Machula, Ph.D., Th.D.
Rector

**JIHOČESKÁ UNIVERZITA
V ČESKÝCH BUDĚJOVICÍCH**
Braníšovská 31a (46)
370 05 České Budějovice
IČ 600 76 658. DIČ CZ60076658

20/11/2019



NBT New Biotechnology Ltd
Vat: 511688798

NBT New Biotechnology Ltd
Vat: 511688798