

COOPERATION AGREEMENT

“TM01000061 - Additive manufacture of high value joint replacement – reliability, performance, individuality”

(the „**Agreement**“)

The Contractual Parties:

1. Project Leader

Name: **MEDIN, a.s.**
Id. No.: 433 78 030
Registered seat: Vlachovická 619, 592 31 Nové Město na Moravě, Czech Republic
Represented by: Ing. Miroslav Havlíček, Chairman of the Board

(the “**Receiver**“)

and

2. Project Partner

Name: **Industrial Technology Research Institute (ITRI)**
Id. No.: 02750963
Registered seat: 195, Sec. 4, Chung Hsing Rd., Chutung, Hsinchu, Taiwan 31040, R.O.C.
Represented by: Fanghei Tsau, General Director of Laser and Additive Manufacturing Technology Center (LAMC), ITRI

(the “**Partner**“)

Preamble

The Contractual Parties cooperate in the implementation of Project No. **TM01000061** entitled “**TM01000061 - Additive manufacture of high value joint replacement – reliability, performance, individuality**” (the “**Project**“) which the Receiver submitted to the 1st public tender of the DELTA 2 support programme for applied research, experimental development and innovation (the “**Programme**“) of the Technology Agency of the Czech Republic (the „**Provider**“).

Provided that the Provider enter into the Agreement on Granting of Subsidy to the Project with the Receiver (the “**Agreement on Granting of Subsidy**“), the Contractual Parties undertake herein to cooperate in Project implementation and in utilizing the results of the Project.

Article I

Subject Matter of Agreement

- 2.1 The subject matter of this Agreement is to describe the roles and rights and obligations of the Contractual Parties relating to the implementation of the Project, in particular to define the rights and duties of the Contractual Parties with respect to (i) rights to intangible property (e.g. intellectual property) necessary for the implementation of the Project, (ii) rights to intangible property created during or in relation to the Project and (iii) regulation of utilizing the results of the Project.
- 2.2 The nature, purpose, goals and expected results of the Project are specified (i) in Project proposal registered with the information/application system of the Provider and (ii) in the binding parameters which form **Annex 1** hereof.

Article II

Terms and Conditions of Cooperation between Parties

- 3.1 The Contractual Parties shall cooperate in compliance with the proposed Project and other conditions and documents that are binding for the Project. The Contractual Parties become acquainted with the Project content before signing this Agreement, including the Project application and all Programme conditions.
- 3.2 The Contractual Parties undertake to use all necessary efforts in order to achieve the purpose, goals and expected results of the Project as defined in Annex 1 to this Agreement. Failure to accomplish the purpose, goals and/or expected results of the Project may only be justified by circumstances generally recognized and defined as *force majeure*.
- 3.3 The Contractual Parties undertake to act and perform in a manner that will not jeopardize the implementation of the Project and the interests of the other Contractual Party and/or Other Participants (as defined in Article III below).

Article III

Structure of the Project – Other Participants and the Investigators

- 4.1 The Project shall be implemented in cooperation with other participants of the Project (the “Other Participants”):
- (a) **Prospion, spol. s r. o.**
Id. No.: 45145466
Registered seat: Kladno, Jiřího Voskovce 3206, PSČ 27201, Czech Republic
Responsible investigator: Ing. Zdeněk Čejka, email: Zdenek.Cejka@prospion.cz,
telephone: +420 603 540 505
- (b) **České vysoké učení technické v Praze**
Faculty of Mechanical Engineering
Id. No.: 68407700
Registered seat: Jugoslávských partyzánů 1580/3, 160 00 Prague 6 - Dejvice,
Czech Republic
Responsible investigator: Ing. Pavel Růžička Ph.D., email: pavel.ruzicka@fs.cvut.cz,
telephone: +420 607 772 059
- (c) **COMTES FHT a.s.**
Id. No.: 26316919
Registered seat: Průmyslová 995, 334 41 Dobřany, Czech Republic
Responsible investigator: Prof., Ing. Ján Džugan Ph.D., email:
jan.dzugan@comtesfht.cz, telephone: +420 775 201 421
- 4.2 The person responsible for the scientific implementation of the Project by the Receiver is the principal investigator: Petr Bernard, DiS., email: Petr.Bernard@medin.cz, telephone: +420 601 570 719, address: Vlachovická 619, 592 31 Nové Město na Moravě
- 4.3 The person responsible for the scientific implementation of the Project by the Partner is the responsible investigator: Dr. Wei-Chin Huang Ph.D., email: Horus-Huang@itri.org.tw, telephone: +886 66939322, address: No.8, Gongyan Rd., Liujia, Tainan, Taiwan 73445, R.O.C.

- 4.4 The investigators are involved in the activities necessary for the successful completion of the Project in compliance with the approved Project proposal.

Article IV

Project Management, Involvement of Individual Contractual Parties in Project

- 5.1 The Receiver is the Project submitter and applicant for the provision of subsidy in the Czech Republic. The Receiver shall conclude an Agreement on Granting of Subsidy with the Provider. The Receiver is the coordinator of the Project and provides the administrative cooperation with the Provider in the Czech Republic.
- 5.2 The Partner is an applicant for the provision of subsidy in the country of its origin under the terms and conditions applicable in the country where the subsidy is granted.
- 5.3 The Partner undertakes to exercise all necessary efforts to implement the Project, and to act in a manner that will not jeopardize the implementation of the Project, the Project goals and results and the interests of the Receiver and Other Participants. The Receiver undertakes to exercise all necessary efforts to implement the Project, and to act in a manner that will not jeopardize the implementation of the Project, the Project goals and results and the interests of the Partner and Other Participants.
- 5.4 The Contractual Parties undertake to perform within the set deadlines and defined extent the activities leading to the Project implementation as specifically determined in the Project proposal and/or any other activities as necessary or needed for proper Project implementation.

Article V

Course and Evaluation of Project

- 6.1 For the purposes of verification and evaluation of progress in the Partner's cooperation during the Project implementation the Partner is obligated to provide the Receiver any and all relevant information and documents necessary to prepare:
- (a) Interim reports;
 - (b) Extraordinary reports;
 - (c) A final report; and
 - (d) Other reports, if the Receiver so requests.
- 6.2 With respect to the reports referred to in para 6.1. the Partner is obligated to adhere to the instructions of the Receiver concerning the content and structure of the reports and deadlines for their submission and, further, to submit the reports in such a form that they could be published, as the case may be, either by the Receiver or the Provider.
- 6.3 For the purposes of verification and evaluation of progress in the Receiver's cooperation during the Project implementation the Receiver is obligated to provide the Partner reports on the Project implementation pursuant to the program conditions as required in the country where subsidy is granted to the Partner. The Partner is obligated to inform the Receiver about these conditions for the submission of reports before commencement of the Project implementation.
- 6.4 The Contractual Parties undertake to cooperate on execution of implementation plan to the Project results.

Article VI

Rights and Duties of Contractual Parties

- 7.1 The Contractual Parties are obligated to notify each other any and all changes concerning the Project, any inability to perform obligations under this Agreement duly and in a timely manner and any and all material changes and facts that could affect the implementation, expected results and goals of the Project no later than 4 calendar days from the day on which they become aware thereof. The Contractual Parties are further obligated to prove at any time that they remain qualified to participate in the Project implementation.
- 7.2 Both Contractual Parties undertake to archive documents relating to the Project for at least 5 years from the completion of the Project.

Article VII

Intellectual Property, Tangible Property

- 8.1 This Agreement governs the rights and obligations of the Contractual Parties to intellectual property of Contracting Parties and Other participants existing prior to entering into this Agreement (the "**Pre-Existing Knowledge**") and sets forth the rules of utilization of such Pre-Existing Knowledge for the purposes of implementation of the Project. Further, the Agreement governs the rights and obligations of the Contractual Parties to intellectual property created during the term hereof and that become the property of the Contractual Party(ies) and/or Other Participant(s) having created it.
- 8.2 Intellectual property for the purposes of this Agreement means any results of intellectual activity, based on which any objectively perceivable intangible property is created. In particular, this includes inventions, technical solutions protected as a utility model, industrial designs, innovations and rationalization proposals, biotechnological inventions, trademarks, copyrighted works, know-how and other results of an intellectual activity.
- 8.3 Pre-Existing Knowledge which is necessary for the implementation of the Project or the utilization of its results shall remain the property of respective Contractual Party or Other Participant, however such Contractual Party or Other Participant shall permit the other Contractual Party and Other Participants to use any of its Pre-Existing Knowledge to the extent as necessary for the purposes of implementation of the Project.
- 8.4 The Contractual Parties agreed that any intellectual property created within or in connection with the Project implementation shall become the property the Contractual Party and/or Other Participant whose employees created such intellectual property. The Contractual Parties and/or Other Participants shall notify each other of every creation of such intellectual property. The Contractual Party and/or Other Participant having rights to such intellectual property shall bear the costs of filing any applications for protection thereof and costs of relating proceedings.
- 8.5 If, during or in connection with the Project, any intellectual property is created as a result of mutual collaboration of employees of Contractual Party(ies) and/or Other Participant(s) such intellectual property shall become joint ownership of respective Contractual Party(ies) and/or Other Participant(s), whereas the share of respective Contractual Party and/or Other Participant shall correspond to efforts exerted by each of its employees for creation of such intellectual property. The Contractual Parties shall provide mutual assistance to each other and/or Other Participants in preparation of applications, including foreign applications, for protection of such jointly owned intellectual property. The Contractual Parties and/or Other Participants shall share any and all costs of filing of applications and costs of relating proceedings in proportion of their shares.

- 8.6 If either of joint owners is not interested in filing an application for protection of intellectual property the other joint owner(s) may request to transfer the right to file such an application to it. The joint owners will then negotiate the terms and conditions of such transfer of the right to file an application. The Contractual Parties shall provide mutual assistance to each other and/or Other Participant(s) in preparation of applications, including foreign applications. The joint owner to which the right to file an application has been transferred bears the costs of filing of applications and costs of relating proceedings.
- 8.7 The Contractual Parties undertake to use or permit use of the Project results in accordance with their respective interests and the interests of the Provider, while respecting the necessary protection of rights to Intellectual property items and confidentiality.
- 8.8 Provided that intellectual property created during the implementation of the Project belong jointly to joint owners, the Contractual Parties undertake to use their best efforts to make an agreement regarding joint exercise of rights to jointly owned intellectual property. Consent of all joint owners is always required for (i) valid granting of a license to a third party, (ii) transfer of rights to jointly owned intellectual property to a third party and/or (iii) transfer of share to jointly owned intellectual property to a third party. Transfer of share of any of the joint owners to another joint owner does not require the consent of the others.
- 8.9 Unless agreed otherwise by joint owners any of joint owners is entitled to transfer the intellectual property (Project result) to which is an owner or joint owner at its own expense into practice. In the case of commercial use of intellectual property by one of the Contractual Parties and/or Other Participants, the revenues from commercialization will be distributed according to the share of ownership after deducting the costs of commercialization.
- 8.10 The Contractual Parties and/or Other Participants are however entitled to use free of charge any of intellectual property created within or in connection with the Project implementation for educative, research and other non-commercial purposes.
- 8.11 Intellectual property for which the protection is possible (patents, utility models etc.) cannot be disclosed until the respective application for protection is submitted.
- 8.12 Any tangible property of Contractual Party and/or Other Participant which is necessary for the implementation of the Project or the utilization of its results shall remain the property of respective Contractual Party or Other Participant, however such Contractual Party or Other Participant shall permit the other Contractual Party and Other Participants to use any of its tangible property to the extent as necessary for the purposes of implementation of the Project. If, during or in connection with the Project, any tangible property is acquired or created by the Contractual Party(ies) and/or Other Participant(s) such tangible property shall become joint ownership of respective Contractual Party(ies) and/or Other Participant(s), whereas the share of respective Contractual Party and/or Other Participant shall correspond to financial means exerted by each of joint owners for acquiring or creation of such tangible property. Tangible property under this provision shall any Contractual Party and/or Other Participant use for the purposes of implementation of the Project.

Article VIII

Ensuring Protection of Information and Outcomes Obtained in Connection with Project

- 9.1 The Contractual Parties undertake to provide each other with all information as necessary to carry out the activities hereunder. Unless the Contractual Parties agree otherwise any and all information obtained from the other Contractual Party and/or from Other Participant, which is not in the public domain is considered to be confidential (the "**Confidential Information**").
- 9.2 The Contractual Party that has obtained such Confidential Information is obligated to maintain confidentiality thereof and ensure sufficient protection against unauthorized access thereto. It

must not disclose such Confidential Information to any other person/entity, save for its employees and other persons who are in charge of conducting activities under this Agreement and with whom the respective Contractual Party has concluded a confidentiality agreement with a scope similar to that stipulated for the Contractual Parties by this Agreement, and it shall not use the Confidential Information for any purpose other than the performance of activities under this Agreement.

- 9.3 Duties pursuant to para 9.1 apply without any change and remain valid for a period of 5 years after the termination of this Agreement, notwithstanding the reason for such termination.

Article IX

Liability for Damage

- 10.1 The Contractual Parties acknowledge that a breach of a duty under this Agreement by a Contractual Party may result in the other Contractual Party incurring damage, and undertake to compensate the other Contractual Party for any damage so caused.

Article X

Final Provisions

- 11.1 This Agreement becomes valid on the date of its signature by both Contractual Parties and effective as of the signature date of the Agreement on granting of Subsidy. The Agreement is concluded for the duration of the Project and for three years after the completion of the Project. The Contractual Parties have agreed that those provisions of the Agreement which were apparently intended by the Contractual Parties to survive after the termination or expiry of the Agreement shall remain valid and effective (in particular Articles 8.1 - 8.12 and Articles 9.1 - 9.3).
- 11.2 The Contractual Parties have agreed to settle any disputes arising out of the implementation of the Agreement by mutual agreement. Should such amicable settlement prove to be impossible within a reasonable amount of time, all disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The language to be used in the proceedings shall be in English.
- 11.3 The Agreement may cease to exist upon full discharge of all obligations by both Contractual Parties arising hereunder, and/or by a written agreement of the Contractual Parties in which the Receiver and the Partner agree upon the terms and conditions of the termination of the Agreement.
- 11.4 Any relationships not provided for by this Agreement shall be governed by valid laws and regulations of the Czech Republic. The terms and conditions of subsidy granted to the Partner by its country of origin shall be governed by valid laws and regulations of the country granting such subsidy.
- 11.5 Changes and amendments to the Agreement may be made solely by agreement of the Contractual Parties in the form of written numbered amendments to the Agreement. The Partner is not entitled to transfer rights and duties hereunder to a third party without the prior written agreement of the Receiver.
- 11.6 The Agreement is made in four copies with the validity of the original, with each Contractual Party receiving two copies.
- 11.7 The Contractual Parties hereby declare that they have read through the whole Agreement, agree with the text and further represent that this Agreement has been concluded in full

compliance with their internal policies and that they are fully aware of the obligations they assume by concluding this Agreement.

Annexes: Annex 1 – Binding parameters of the Project

On behalf of the Receiver:

On behalf of the Partner:

In _____ on _____

In Taiwan on 2020.7/14

MEDIN, a.s.

Name: Ing. Miroslav Havlíček, MBA
Position: Chairman of the Board

**Laser & Additive Manufacturing Technology
Center, Industrial Technology Research
Institute**

Name: Fanghei Tsau
Position: General Director