

**MENDEL UNIVERSITY IN BRNO**

and

**OXANDIA LIMITED**

---

**SERVICES AGREEMENT**

---

**THIS AGREEMENT** is

**BETWEEN:**

- (1) **MENDEL UNIVERSITY IN BRNO**, with its principal address at Zemědělská 1/1665, 613 00 Brno, Czech Republic, with registration number 62156489, VAT number CZ62156489 (hereinafter referred to as “the Client”)
- and
- (2) **OXANDIA LIMITED**, a company registered in England and Wales under number 5767040, VAT number GB887041894 with its registered address at Orchard Lea, Horns Lane, Combe, Witney, Oxfordshire, OX29 8NH, United Kingdom (hereinafter referred to as “Oxandia”).

**WHEREAS:**

- (A) The Client wishes to engage Oxandia to provide the Services; and
- (B) Oxandia agrees to accept such engagement on the terms and subject to the conditions set out below; and
- (C) \_\_\_\_\_ is a director and an employee of Oxandia.

**IT IS NOW THEREFORE AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The Definitions set out in Schedule 1 apply in this Agreement which shall be interpreted in accordance with the rules of interpretation also set out in that Schedule.

**2. NATURE OF ENGAGEMENT**

- 2.1 The Client engages Oxandia and Oxandia agrees to provide the Services to the Client.
- 2.2 Oxandia will devote such time as is reasonably necessary for the provision of the Services.
- 2.3 Oxandia shall:
- 2.3.1 assign the performance of the Services only to Dr. Normanton and ensure that the Services shall be performed in a professional manner and in such a way as at all time to promote the best interests of the Client;
  - 2.3.2 obey all and any lawful and reasonable directions of the Client;
  - 2.3.3 provide promptly to the Client any such information that the Client may reasonably require in respect of provision of the Services; and
  - 2.3.4 not at any time make any untrue or misleading statement relating to the Client.

- 2.4 Oxandia warrants that, by entering into this Agreement neither it nor Dr. Normanton is in breach of any express or implied term of any contractual or other obligation to any third party which is binding.
- 2.5 Nothing in this Agreement will prevent Oxandia or Dr. Normanton from providing services to any other third party other than as set out in Clause 7 and subject always to Clause 8.

**3. DURATION**

This Agreement is effective from the Commencement Date and will continue (unless earlier terminated according to its terms) until completion of the Services to the reasonable satisfaction of the Client.

**4. FEES**

- 4.1 In consideration of the Services provided, the Client shall pay Oxandia fixed fees (“the Fees”) as set out in Schedule 2.
- 4.2 The Fees shall be paid within 30 (thirty) days upon receipt of invoices submitted to the Client by Oxandia in respect of the Fees, due upon completion points of the Services as set out in Schedule 2.
- 4.3 Oxandia shall be exclusively responsible for the payment of any applicable UK national insurance contributions and for the discharge of any income tax liability and UK value added tax payable in respect of all fees paid hereunder.

**5. EXPENSES**

Any travel and other expenses in respect of the performance of the Services must be agreed in writing or by email with a duly authorised representative of the Client.

**6. CONSULTANCY STATUS**

The Parties acknowledge and agree that Oxandia is an independent consultancy business and that nothing under this Agreement shall give rise to it or Dr. Normanton having any rights arising from employment with the Client, including without limitation any pension, insurance or other fringe benefits.

**7. CONFLICTS OF INTEREST**

- 7.1 Oxandia and its employee Dr. Normanton shall not during the continuance of this Agreement, without the prior written permission of the Client act (whether as a consultant, advisor, director, employee or otherwise) for or collaborate with any other university, firm, individual or business which:
- 7.1.1 might impair its or his ability to act in the best interests of the Client in relation to the Services; or
- 7.1.2 might require it or him to disclose Confidential Information in order properly to discharge its/his obligations to or to further its/his interest in such university, firm, individual or business.

- 7.2 Oxandia and Dr. Normanton shall not during or at any time after the termination hereof make use of any trade secret or confidential information concerning the business carried out by the Client obtained in relation to the performance of the Services.

**8. CONFIDENTIALITY**

Oxandia and shall not (other than in the proper performance of the Services or with the prior written consent of the Client or unless so ordered by a court of competent jurisdiction) at any time either during the engagement hereunder or after its termination disclose or communicate to any person or use for his own benefit or the benefit of any person other than the Client any confidential information which may come to his knowledge in the course of his engagement by the Client and Oxandia and shall during the continuance of his engagement use its and his reasonable endeavours to prevent the unauthorised publication or misuse of any confidential information provided that such restrictions shall cease to apply to any confidential information which may enter the public domain other than through the default of either Oxandia or

**9. INTELLECTUAL PROPERTY**

- 9.1 All inventions, copyrights and designs and any other Intellectual Property made and/or created by Oxandia or in the provision of the Services shall vest in and be the absolute property of the Client. Oxandia hereby assigns with full title guarantee to the Client absolutely, where applicable by way of present assignment of future rights, all of its and/or his rights throughout the world in all such Intellectual Property created, discovered or produced by him during the provision of the Services, for the full duration of such rights, including any and all divisionals, reversions, renewals and extensions of whatsoever kind thereof.

- 9.2 Oxandia and shall, upon request, disclose to the Client any Intellectual Property created, discovered or produced by him in the performance of the Services in connection with or relating to the Services.

- 9.3 Oxandia and shall, at the expense of the Client, do all things and execute all documents necessary or desirable to enable the Client or its nominee to obtain the full benefit of all Intellectual Property generated by Oxandia in the provision of the Services and to secure patent or other appropriate protection for it and for vesting all rights in the same in the Client or its nominee and for such purposes Oxandia and hereby appoint the Client as attorney with the power but not the obligation to do any such acts and execute any such documents or deeds, which power shall be coupled with an interest and shall be irrevocable.

**10. IMMEDIATE TERMINATION**

Without prejudice to any remedy which the Client may have against Oxandia for breach or non-performance of any of the provisions of this Agreement the Client may by written notice to Oxandia forthwith terminate this Agreement if Oxandia or as the case may be):

- a) fails to provide the Services in a professional and timely manner; or
- b) is in continuing and material breach of its or his obligations under this Agreement or repeatedly materially breaches such obligations; or
- c) engages in any conduct which, in the opinion of the Client after having made appropriate enquiries, is likely to cause its or his continued engagement to be materially detrimental to the interest of the Client; or
- d) is convicted of any criminal offence which is punishable with 6 (six) months or more imprisonment (save for motoring offence for which he is not sentenced to a term of immediate or suspended imprisonment); or
- e) commits any act of dishonesty, whether or not relating to the performance of the Services; or
- f) passes a resolution for its winding up or becomes bankrupt or makes any arrangement or composition with his creditors generally.

and for the avoidance of doubt the Client shall not be required to pay any compensation in such circumstances other than the Fees due to Oxandia up to and including the date of such notice served by the Client.

## **11. COMPLIANCE**

- 11.1 Oxandia warrants that all rights and obligations of this Agreement shall be performed in accordance with applicable legislation. In case of breach of the above stated warranty, Oxandia shall be solely liable before any competent body overseeing such legislation, shall fully indemnify the Client in respect of such breach and this Agreement shall be deemed terminated.

## **12. GENERAL**

- 12.1 This Agreement sets out the entire agreement of the parties in relation to the engagement of Oxandia.
- 12.2 No amendment or addition to this Agreement shall be effective unless it is in writing and signed by Oxandia and a duly authorised representative of the Client.
- 12.3 The termination of this Agreement will not affect such of the provisions of this Agreement as are expressed to operate or to have effect after termination and will be without prejudice to any accrued rights or remedies of the parties.
- 12.4 The validity, construction and performance of this Agreement is governed the law of the Republic of Austria. In the event of any dispute, controversy arising out of or relating to this Agreement the parties shall resolve amicably between themselves. In case the parties fail to settle the dispute amicably, such dispute shall be settled by arbitration in accordance with the rules of the Vienna International Arbitral Centre (VIAC). The language to be used in the arbitral proceedings shall be English and place of arbitration shall be Vienna.
- 12.5 This Agreement is personal to Oxandia and cannot be transferred to any third party.

Mendel University in Brno – Oxandia Services Agreement

12.6 Oxandia acknowledges that this contract is subject to the obligation of publication under Act. No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and the register of contracts (Act on the Register of Contracts), as amended. The Client is obliged to publish this contract in the register of contracts. The contract enters into force on the day of its signing by both parties and is effective upon publication in the register of contracts.

**13. NOTICES**

13.1 Any notice to be given under this Agreement shall be given in writing and shall be deemed to be sufficiently served by one party on the other if it is delivered personally or is sent by registered or recorded delivery pre-paid post (air mail if overseas) addressed to either the Client or Oxandia at the addresses shown in this Agreement.

13.2 Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to be received 2 (two) days after posting (6 (six) days if sent air mail) and in proving the time such notice was sent it shall be sufficient to show that the envelope containing it was properly addressed stamped and posted.

**IN WITNESS** whereof the parties have executed this agreement:

**SIGNED** for and on behalf of  
**MENDEL UNIVERSITY IN BRNO**

PRINT NAME:

POSITION:

DATED:

**SIGNED** for and on behalf of  
**OXANDIA LIMITED**

PRINT NAME:

POSITION:

DATED:

**SCHEDULE 1**

**DEFINITIONS AND INTERPRETATION**

1. In this Agreement the following words and expressions shall have the following meanings:
  - 1.1 **“Agreement”** - this agreement and any and all schedules, appendices and other addenda to it and as the same may be varied from time to time in accordance with the provisions of Clause 12.2.
  - 1.2 **“Commencement Date”** – the latter date of the two dates of signing of this Agreement.
  - 1.3 **“Services”** - Advice relating to Intellectual Property and commercialization as set out in Schedule 2 in relation to nanocomposite material based on reduced graphene oxide, silver nitrate and copper acetate, nanocomposite material.
  - 1.4 **“Intellectual Property”** - letters patent, patent applications, trade marks (whether registered or unregistered), service marks, registered designs, unregistered designs, utility models, design rights, copyright (including design copyright), applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, discoveries, creations, inventions, confidential information, know-how and any research effort into any of the foregoing, and trade and business names (whether registrable or not) and business plans or similar information and any similar rights situated in any country and the benefit (subject to the burden) of any and all licences in connection with any of the foregoing
  
2. In this Agreement:
  - 2.1 unless the context otherwise requires all references to a particular clause, paragraph or schedule shall be a reference to the clauses, paragraphs or schedules in or to this Agreement;
  - 2.2 headings are inserted for convenience only and shall be ignored in construing this Agreement;
  - 2.3 unless the contrary intention appears, words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa;
  - 2.4 unless the contrary intention appears, words denoting persons shall include any individual, partnership, university, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality; and
  - 2.5 reference to the words “include” or “including” are to be construed without limitation to the generality of the preceding words.

**SCHEDULE 2**

**THE SERVICES**

These shall be provided in accordance with the attached proposal presentation although this Agreement relates only to those portions of work to be undertaken by Oxandia.

For the avoidance of doubt:

- the Prior art search will be conducted first by Oxandia and the report of this search and relevant documents will be provided to the Client and any third party named by the Client within 2 weeks. The first invoice for                      shall then be issued by Oxandia.
- An online meeting will then be convened at a time appropriate for the Client to discuss the findings and decide if the Client wishes to proceed further or not. If the Client decides not to proceed further, this Agreement will be terminated and no further payment shall be due to Oxandia.
- Following a decision by the Client to proceed further, Oxandia will discuss commercial strategy in broad outline with the Client and contribute to discussions on any patent application refiling as well as any experimental work to be undertaken prior to any International (PCT) application. Oxandia will then prepare and deliver to the Client a presentation of its analysis of business options open to the Client for commercialization. On completion and delivery of the presentation by email the second invoice for GBP 1,500 shall be issued by Oxandia.
- Subject to approval by the Client, a full commercialization plan will then be prepared iteratively in consultation with the Client's representatives and a final report will be emailed to the Client followed by an online meeting to discuss its contents. The third and final invoice for                      shall then be issued by Oxandia.
- Any follow-on work to be undertaken by Oxandia shall be the subject to further separate agreements with the Client or its nominee.