



## STRAIN SALE AGREEMENT

01.07.2021

**THIS STRAIN SALE AGREEMENT** (the "**Agreement**") is made

BETWEEN

(1) **MICRO-ECOLOGIC LIMITED**, whose registered office is at Crown House, 151 High Road, Loughton, Essex, IG10 4LG, United Kingdom, VAT registration number GB338536480, represented by Mr Peter G. Cartwright (hereinafter referred to as the "**MEL**")

and

(2) **ČESKÁ ZEMĚDĚLSKÁ UNIVERZITA V PRAZE**, in English: Czech University of Life Sciences Prague, whose registered office is at Kamýcka 129, 165 00, Praha – Suchbátka, Czech Republic, ICO: 60460709, VAT: CZ60460709, represented by Ing. Jakub Kleindienst, bursar (hereinafter referred to as the "**ČZU**")

(MEL and ČZU together hereinafter as the "**Parties**" and each of them also as a "**Party**").

### 1 INTRODUCTION

- 1.1 ČZU has developed the know-how regarding the bacterial strain Bifidobacterium longum B11, specified in more detail in Annex 1 to this Agreement (hereinafter as the "**Strain**").
- 1.2 ČZU is entitled to transfer any commercial and intellectual property rights connected with the Strain (hereinafter as the "**Rights**").

### 2 SUBJECT MATTER OF THE AGREEMENT

- 2.1 Under the provisions of this Agreement, ČZU wishes to transfer all Rights to MEL, and MEL wishes to receive and exercise these Rights independently.
- 2.2 The Parties agreed that the Rights are transferred from ČZU to MEL for a total amount of CZK 90000. The agreed price will be paid on the basis of a proper invoice with a maturity of 30 days from the date of its delivery to the MEL. The CZU is obliged to deliver the invoice to the email address: mail@micro-ecologic.co.uk; the transfer of Rights under this Agreement will only take place upon full payment of the agreed price.
- 2.3 Under Czech law the transfer of Rights means the granting of an exclusive license to use Strain in all possible ways without time, territorial, or other restrictions.

### **3 INTELLECTUAL PROPERTY**

- 3.1** Any intellectual property rights covering or relating to the Strain (the hereinafter as the "**Intellectual Property Rights**") are hereby transferred from ČZU to MEL and together with any products manufactured with using the Strain shall be the exclusive property of MEL.
- 3.2** ČZU warrants that it shall not use the Strain in any way and it shall not grant, convey or transfer any of the Intellectual Property Rights to any third party.
- 3.3** ČZU shall notify MEL of any infringements or possible infringements of any of the Intellectual Property Rights that it learns about without undue delay.

### **4 OTHER REPRESENTATIONS AND WARRANTIES**

- 4.1** ČZU is a research organization entitled to carry out independently basic research and experimental development and holds all requisite and necessary licenses and permits as required by applicable laws, rules and regulations in connection with the development of the Strain.
- 4.2** ČZU has a full legal capacity to enter into this Agreement and to transfer the Rights to MEL. Execution of this Agreement will not be at variance with any legal regulation or decision binding to ČZU or any agreement to which ČZU is a party.
- 4.3** ČZU warrants that the Strain have been developed in accordance with all applicable rules and regulations and meet all the specifications and quality requirements as agreed with MEL.

### **5 LIABILITY**

- 5.1** ČZU shall not be responsible for any damage (including any fees, costs and expenses) which arise from or in connection with the use of the Strain, in particular all damage incurred due to death, personal injury or damage to property of third parties, unless proven that such damage has been caused by ČZU.
- 5.2** ČZU undertakes to indemnify MEL for all damage (including any fees, costs and expenses) incurred by MEL due to the fact that any representation or warranty provided by ČZU under this Agreement is untrue or misleading.

### **6 CONFIDENTIALITY**

- 6.1** Confidential information means any information that a Party obtains directly from the other Party in writing or otherwise for the purpose of entering into this Agreement, as well as all information marked as confidential by the respective Party or which is of such nature that, if disclosed, the respective Party may suffer harm, regardless of whether the information is personal, business related or other (hereinafter as the "**Confidential Information**").
- 6.2** The Parties undertake to maintain strict confidentiality regarding all Confidential Information and to protect Confidential Information from any unauthorized disclosure to third parties (whether active or passive, direct or indirect) or any of their misuse. The Contracting Parties may only grant access to Confidential Information to their advisors or employees who have

a need to know such information by the nature of their activities, provided that they are subject to a duty of confidentiality to the same extent as contained in this Agreement. The obligation of confidentiality will continue after the termination of any cooperation or other relationship between the Parties.

## **7 FINAL PROVISIONS**

- 7.1** This Agreement can be modified only by a written amendment signed by both Parties.
- 7.2** Relationships between the Parties are governed by the Czech legislative framework. Matters not specifically addressed by this Agreement, contractually formed and resulting legal relationships are governed by relevant provisions of the Civil Code and other generally binding legislative regulations.
- 7.3** This Agreement has been executed in three (3) originals in English, MEL shall receive one (1) and ČZU two (2) originals.
- 7.4** Should at any time after the execution of this Agreement any provision hereof be declared partly or fully invalid, unlawful or unenforceable, then such a declaration shall have no effect on the validity, lawfulness or enforceability of other provisions hereof. However, the Parties shall have an obligation to replace the provisions declared invalid, unlawful or unenforceable with new valid, lawful and enforceable provisions expressing the will of the Parties, the nature and sense of the terms included in the remaining part of the mentioned provision which was declared faulty.
- 7.5** This Agreement shall enter into force on the date of signature of the Agreement by authorized representatives of both Parties and effective on the date of publication of the Agreement in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
- 7.6** The MEL unreservedly agrees to the publishing of the full text of the Agreement in such a way that this Agreement could be information provided according to terms of Act No. 106/1999 Coll., on free access to information, as amended. The MEL also agrees to publish of the full version of the Agreement pursuant to Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
- 7.7** This Agreement shall be governed by and construed in accordance with English law. The courts of England shall have jurisdiction to settle any disputes between the Parties arising out of or in connection with this Agreement (including a dispute relating to non-contractual obligations arising out of or in connection with this Agreement).
- 7.8** The Parties declare that the provisions of this Agreement are clear and indisputable and that the Agreement has been concluded as an expression of their free and serious will, not under duress or pressure, in error or under obviously unfavourable conditions.

**AGREED** by the Parties through their authorised signatories:

For and on behalf of **MEL**

Date: 19/6/2021

For and on behalf of the **ČZU**

Date: 21. 5. 2021

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Peter G. Cartwright, M.Sc., B.Sc.  
Managing Director

Ing. Jakub Kleindeinst  
bursar

## Annex 1

The bacterial strain being purchased is:

- Bifidobacterium longum B11

This strain is part of a group of 40 Bifidobacterium Strain supplied to MEL for scientific analysis. The provision of the Strain was governed by a Material Transfer Agreement between MEL and CZU, signed on 3 February 2020.

The 40 strains were mailed to the United Kingdom by Professor Eva Vlkova of the CZU, with a view to MEL undertaking a series of 'screening' tests. These tests, undertaken at the expense of MEL, were aimed at identifying any Strain that MEL may wish to purchase. All the Strain had been isolated from human faecal matter (of children or adults). Strain B11 is of infant origin.

MEL is committed to supplying to xxxx a summary report of the screening results undertaken by MEL.