

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is entered into by and between:

Vitave Tech s.r.o., a company with registered seat at Mokrá 1289/1a, Prague 4, post code 149 00, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, Insert 273 094, Identification No. 05924456 and Tax Identification No. CZ05924456 (hereinafter as “**VITAVE**”) and

Vysoká škola chemicko-technologická v Praze (in English: University of Chemistry and Technology, Prague), a public university with registered seat at Technická 1905/5, Prague 6 – Dejvice, post code 166 28, Identification No. 60461373, Tax Identification No. CZ60461373 (hereinafter as „**UNIVERSITY**”),

(each of the above parties hereinafter a “**Party**” and both parties together “**the Parties**”), for the purposes of setting forth the rules of their cooperation.

RECITALS

WHEREAS VITAVE is an owner and developer of the **Device** (as defined bellow).

WHEREAS UNIVERSITY is a public university conducting scientific research in various fields including food analysis, nutrition and food technologies.

WHEREAS the Parties wish to enter into a mutually beneficial co-operation regarding the application of the Device for food processing.

NOW THEREFORE VITAVE and UNIVERSITY agree as follows:

I. DEFINITIONS

1. “**Confidential Information**” means the information which the receiving Party gained during any interaction with, or while visiting premises of, the other Party (disclosing Party), consisting of: (a) know-how, projects, specifications, documents and other business, financial, organizing, technical, technological data, (b) data being the legally protected secret, including in particular the information related to clients or employees of the disclosing Party, (c) personal, economic and legal data of the disclosing Party, (d) intellectual property, price policy, names of business partners, strategy and details of operation and business plans of the disclosing Party, (e) technical specifications of the Device beyond the public product specification, and (f) any other information related to the disclosing Party, not given to the public domain, acquired by receiving Party during the cooperation under this Agreement, regardless of the form of such information. Confidential Information shall not include information which: (a) has been previously published, widely known or lawfully made public without the breach hereof; (b) has been confirmed and determined in writing by the disclosing Party as non-confidential; (c) was in possession of the receiving Party without a duty of confidentiality before its disclosure by

the disclosing Party; (d) was or will be received by the receiving Party from a Third Party without a duty of confidentiality; (e) was or will be independently developed by the receiving Party without recourse to the Confidential Information.

2. **“Device”** means the PEF system - a device, including its different types and versions, that is used to treat products and foods of various types using a pulsed electric field, owned by VITAVE and placed in the Premises (as defined below).
3. **“Effective Date”** means a date on which this Agreement becomes effective.
4. **“Premises”** means a laboratory of VITAVE at Modletice 80, 251 01 Modletice, where UNIVERSITY will have access in connection with the use of the Device.
5. **“Results”** means the results of experiments performed by the UNIVERSITY using the Device under this Agreement, and their analysis and evaluation performed by the UNIVERSITY.
6. **“Third Party”** means any person or entity that is not a Party to this Agreement.

II. SCOPE OF COOPERATION

1. VITAVE agrees that the UNIVERSITY, including its employees and students, may use the Device for the purpose of scientific research focused on experiments using mild food processing technology, in the following scope: usually 2 days per week, max. 8 hours per week.
2. The Parties agree that the Results shall be owned by the UNIVERSITY and the UNIVERSITY shall not be anyhow limited in publishing and otherwise using the Results (e.g. in scientific journals, student final thesis and other student qualification works). UNIVERSITY shall be obliged to acknowledge the use of the Device when publishing Results. Such acknowledgement shall have the following form: The use of PEF System [*type of Device, VITAVE*] provided by Vitave Tech s.r.o. is kindly acknowledged.
3. For the avoidance of doubt, the Parties expressly state that the cooperation of the Parties under this agreement does not establish any right of the UNIVERSITY to the Device (except for the right under Article II.1 hereof), or any right to share in the profits from its commercialization.
4. UNIVERSITY agrees to share the following Results with VITAVE: complete assessment of quality and safety of food (intermediate) products processed with the use of a pulsed electric field (PEF) technology.
5. VITAVE is entitled to use the Results stated in Article II.4 hereof for the purpose of its business activities. VITAVE is entitled to refer to the UNIVERSITY in connection with the Device and PEF technology only in the above-mentioned use of the results, exclusively in the following manner: Vitave Tech s.r.o. thanks the UCT Prague for its cooperation in evaluating the application potential of [Device specification].

III. TERMS OF USE OF THE DEVICE

1. UNIVERSITY undertakes to notify VITAVE in writing of each its employee/student who will

use the Device under this Agreement and enter the Premises for such purpose (hereinafter referred to as “**person from the UNIVERSITY**”) at least one (1) week prior to the commencement of their research activity in the Premises. The visits of UNIVERSITY persons to the Premises and their use of the Device shall be recorded in a diary, which will be available in the Premises.

2. VITAVE shall not let any employee/student of UNIVERSITY use the Device without a presence of at least one employee of VITAVE duly trained and capable of supervising a proper and safe use of the Device and Premises by UNIVERSITY persons. VITAVE shall also secure that no person from the UNIVERSITY enters the Premises without a company of a VITAVE employee.
3. VITAVE undertakes to keep the Device and Premises in a proper condition to prevent any damage to health. In particular, VITAVE undertakes to ensure that the Device shall have any and all valid revisions, tests, service inspections and shall be in due technical condition for the entire period of cooperation under this Agreement.
4. Prior to the commencement of their work/research under this Agreement in the Premises, VITAVE shall make persons from the UNIVERSITY aware of any and all necessary information, instructions and measures required by the law to ensure safety and health at work/research and fire protection, incl. the obligation to wear personal protective equipment when using the Device. Such training shall also include making them aware of the Device’s instructions for use and training in risks posed to persons from the UNIVERSITY at VITAVE Premises. VITAVE shall make a report on such training, stating the dates and signatures of persons attending it.
5. VITAVE and UNIVERSITY agree that VITAVE is responsible for ensuring safety and health at work/reasearch and fire protection when persons from the UNIVERSITY are present in the VITAVE Premises. VITAVE is entitled to give instructions to persons from the UNIVERSITY for such purpos.

IV. REMUNERATION

The Parties shall not claim any payment or other remuneration from each other for the cooperation under this Agreement.

V. CONFIDENTIALITY

1. For a period from the Effective Date until five (5) years following the termination or expiration of this Agreement, each Party shall:
 - a) maintain in confidence and use solely for purposes permitted under this Agreement all Confidential Information disclosed to such Party by the other Party;
 - b) treat Confidential Information in accordance with their respective characteristics and protect and secure them against unauthorized access of third parties acting with due

care (in particular with at least the same degree of diligence as the receiving Party protects its own information of such type).

2. If a Party is required by law, regulation or court order to disclose any of the Confidential Information, it shall (a) promptly notify the disclosing Party, if possible, and (b) only disclose the minimum amount necessary to satisfy such obligation.
3. The use of Results by the UNIVERSITY in accordance with Article II.2 hereof shall not constitute a breach of duty of confidentiality under this Agreement.

VI. PERSONAL DATA PROTECTION

1. The Parties may process data about their employees and/or other persons involved in the performance under this Agreement (hereinafter referred to as the “**Data Subject**”). Such data may be personal data (hereinafter referred to as “**Data**”) under applicable legislation, including Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as the “**Regulation**”). For the avoidance of doubt, the Data shall be included under the Confidential Information hereunder.
2. The Parties declare that by signing this Agreement, either Party shall be entitled to process the Data made mutually available to the extent necessary for the purposes of cooperation and mutual performance provided hereunder.
3. Both Parties shall ensure that the Data Subject does not suffer any infringement of their rights and they shall also ensure the protection against any unauthorized intrusion into their private and personal lives. Such Party may not, in any case whatsoever, use or provide such Data to any third party unless otherwise agreed herein.
4. Both Parties shall ensure appropriate technical and organisational safeguards for the protection of the Data and shall take such measures so as to prevent any unauthorized access to, change, destruction or loss, unauthorized transmission and processing of such Data and/or any other unauthorized use of the Data.
5. The Parties shall also protect Data against any unauthorized access of any unauthorized persons by preventing access of such unauthorized persons to the other Party’s premises, and by protecting computers with passwords.
6. Either Party shall inform the other Party, without delay, of any suspected breach of Data security.
7. Either Party becoming aware that the other Party breaches its obligations related to data protection arising out of this Agreement and applicable legislation, including the Regulation, shall be entitled to withdraw from this Agreement for material breach of contractual obligations.

VII. TERM AND TERMINATION

1. **Term of Agreement:** The term of this Agreement shall be twelve months starting from the Effective Date.
2. **Automatic Renewal:** This Agreement shall be repeatedly automatically extended for an additional period of twelve months, unless at least 30 calendar days before the expiration of an initial term or 30 days before the expiration of any extended term, either Party provides the other Party with a written notice of its desire not to automatically renew this Agreement.
3. **Termination.** Either Party may terminate this Agreement for any or no reason upon thirty (30) calendar days' prior written notice to the other Party, without liability for such termination.
4. **Surviving Rights and Obligations.** Termination or expiration of this Agreement will not affect the rights and obligations of the Parties set forth in this Agreement that are by their nature intended to survive such termination.

VIII. NOTICES AND CONTACT PERSONS

1. All notices between the Parties that relate hereto or that are to be made based on this Agreement must be made in written form and delivered to the other Party either in person or by registered letter or another form of registered postal contact, to the address stated in the header hereof or such other address as may hereafter be designated by notice in writing, unless agreed otherwise in writing between the Parties. Day to day communication, including communication regarding names of students and employees of the UNIVERSITY according to Article III.1 hereof, can be led via e-mails of the nominated contact persons.
2. For the purpose of a day to day communication in connection with the performance hereof, the Parties nominate following contact persons:

For VITAVE: xxxxx, email: xxxxx@xxxxx
mobile: xxxxx

For UNIVERSITY: xxxxx, email: xxxxx@xxxxx
mobile: xxxxx

cc: xxxxx, email: xxxxx@xxxxx
mobile: xxxxx

Any change in contact persons is subject to a prior written notice delivered to the other Party.

IX. MISCELANEOUS PROVISIONS

1. **Entire Agreement.** This Agreement, including all its Annexes, constitutes the entire agreement of the Parties with respect to the subject matter hereof.
2. **This Agreement** may only be amended by way of written amendments signed by both Parties.
3. **Effective date.** This Agreement shall enter into force on the day of its signing by the authorized persons of both Parties and shall take effect on the day of its publication in the register of contracts pursuant to the Act No. 340/2015 Coll. on the Register of Contracts. VITAVE acknowledges and expressly agrees to the publication of this Agreement in the register of contracts. The publication shall be secured by UNIVERSITY.
4. **Governing Law:** This Agreement and all legal relations arising from it are governed by the laws of the Czech Republic. The Parties recognize and acknowledge that the provisions of Act No. 89/2012 Coll., Civil Code, as amended, apply in matters not expressly regulated herein.
5. **Dispute Resolution:** All disputes arising from this Agreement or from legal relations related to it shall be resolved by the Parties through negotiations. If it is not possible to settle a dispute by negotiation within 30 days, it shall be decided by a competent court in the Czech Republic upon motion of one of the Parties.
6. **Language:** This Agreement is drafted and executed in two counterparts in Czech and two counterparts in English. Each Party will receive one counterpart of each language version. In the event of a conflict between the language versions, the Czech version shall prevail.
7. **Severability.** If any provision of this Agreement is found to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth in this Agreement.
8. The Parties declare that they agree to the content hereof, understand it and undertake to perform it, attach their signatures and declare that this Agreement was concluded of their own free and serious will.

Annex: Power of attorney granted by Vitave Tech s.r.o. to xxxxx

For VITAVE

For UNIVERSITY

In Modletice on 2.8.2021

In Praha on 12.8.2021

.....

Name: xxxxx

Position: under power of attorney

.....

Name: xxxxx

Position: Bursar



Vitave Tech s.r.o. · Mokrá 1289/1a · 149 00 Prague 4 · Czech Republic

PLNÁ MOC

Já, xxxxx, jednatel firmy Vitave Tech s.r.o., č. OP xxxxx, r.č. xxxxx,
bytem xxx,
uděluji tímto plnou moc
zaměstnankyni této firmy:

xxxxx, č. OP: xxxxx, r.č. xxxxx

K podpisu smlouvy o spolupráci s VŠCHT Praha.

V Praze dne 2.8.2021

xxxxx, jednatel