



## License Agreement for PPARy CALUX<sup>®</sup> cell line

### PARTIES:

**BioDetection Systems B.V.**, having its office at Science Park 406, 1098 XH Amsterdam, The Netherlands, legally represented by its CEO, Prof.Dr. A. Brouwer, hereinafter referred to as LICENSOR,

and

**Masaryk University/Faculty of Pharmacy**, having its office at Žerotínovo náměstí, 617/9, 601 77 Brno, Czech Republic and faculty office at Palackého třída 1946/1, 612 00 Brno, Czech Republic, legally represented by prof. PharmDr. Mgr. David Vetchý, Ph.D. Dean, Faculty of Pharmacy, referred to as the LICENSEE.

### WHEREAS:

- LICENSOR is the legal owner of intellectual property rights concerning the cell lines described below, including copyright and all other rights in reports, protocols, information and materials, Standard Operation Procedures (SOPs), drawings and all other documents.
- The PPARy CALUX<sup>®</sup> method is a sensitive biological detection method for natural and synthetic PPARy agonists and antagonists based on U2OS cells
- LICENSEE wishes to implement and apply the PPARy CALUX<sup>®</sup> for research purposes only.
- LICENSEE accepts LICENSOR's Terms and Conditions stated in this Agreement, under which LICENSOR is willing to grant a license to LICENSEE.

**NOW, THEREFORE**, in consideration of the mutual covenants and premises herein contained, the parties agree as follows:

### EFFECTIVE DATE

This Agreement shall be effective January 1<sup>st</sup>, 2023 for a period of twelve (12) months.

### ARTICLE 1: DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated, and the parties agree as follows:

- 1.1 "BDS TECHNOLOGY" means the PPARy CALUX<sup>®</sup> cell line described in whereas, and all the know-how, Protocols and Standard Operation Procedures (SOPs) required for undertaking the CALUX<sup>®</sup> analyses.
- 1.2 "LICENSEE" means the party holding the license, i.e., Masaryk University, Czech Republic.
- 1.3 "LICENSED FIELD" means application of the PPARy CALUX<sup>®</sup> cell line for research purposes only.
- 1.4 "LICENSED LOCATION" means at Masaryk University/Faculty of Pharmacy, at its laboratory at Palackého třída 1946/1, 612 00 Brno, Czech Republic only.
- 1.5 "ANALYSIS" means the undertaking of an attempt to measure agonistic, or antagonistic activity in an individual sample, or of an individual compound using BDS TECHNOLOGY.

- 1.6 "STANDARD OPERATION PROCEDURES" (SOPs): means developed operational standard procedures for ANALYSIS of said activities in art. 1.3 using BDS TECHNOLOGY.

## **ARTICLE 2 LICENSOR'S OBLIGATIONS**

- 2.1 LICENSOR will, subject to the terms of this agreement, license BDS TECHNOLOGY to LICENSEE for applications in the LICENSED FIELD and at the LICENSED LOCATION as specified in Article 1.
- 2.2 LICENSOR will supply a certified batch of PPAR $\gamma$  CALUX<sup>®</sup> cells as described in Certificates appended to this agreement and if necessary one additional batch of PPAR $\gamma$  CALUX<sup>®</sup> cells. If any more batches are needed, a royalty of EURO 1,500.-- per batch has to be paid by LICENSEE. Shipment to LICENSEE will be by courier. Costs for shipment and dry-ice will be borne by LICENSEE.

## **ARTICLE 3 LICENSEE'S OBLIGATIONS**

- 3.1 LICENSEE shall bring to the attention of LICENSOR any defects or omissions identified by LICENSEE in BDS TECHNOLOGY provided by LICENSOR and shall allow LICENSOR to correct such defects or omissions within a reasonable time period.
- 3.2 LICENSEE shall utilize BDS TECHNOLOGY using the instructions of the LICENSOR. However, LICENSEE is allowed to investigate the effects of modifications to the protocols of LICENSOR and will inform LICENSOR on the results of such modifications.

## **ARTICLE 4 LICENSE**

- 4.1 LICENSOR hereby grants to LICENSEE from the effective date of this agreement a royalty-bearing, non transferable, non-exclusive and non-assignable LICENSE to BDS TECHNOLOGY for a period of twelve (12) months, which can be extended with yearly periods upon mutual agreement.
- 4.2 This LICENSE permits LICENSEE to use BDS TECHNOLOGY only in accordance with the LICENSED FIELD at the LICENSED LOCATION.
- 4.3 LICENSEE hereby accepts this LICENSE in accordance with and as agreed in Articles 4.1 and 4.2.

## **ARTICLE 5 CONFIDENTIALITY**

- 5.1 All documents, information and advice disclosed by one party (hereinafter referred to as "the disclosing party") to the other party (hereinafter referred to as "the recipient party") in the course of licensing BDS TECHNOLOGY, or any confidential information acquired during licensing BDS TECHNOLOGY shall be treated by the recipient party as confidential and shall not be disclosed to any third party unless the disclosing party gives its prior written consent.
- 5.2 The confidentiality provisions in Article 5.1 shall not apply to documents, information and advice which at the time of disclosure:
- was in the public domain at the time of disclosure;
  - later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns;
  - was lawfully disclosed to the recipient party by a third party having the right to disclose it;
  - was already known by the recipient party at the time of disclosure;
  - was independently developed by the recipient; or
  - is required by law or regulation to be disclosed.

- 5.3 Each party's obligation of confidence hereunder shall be fulfilled by using at least the same degree of care with the other party's confidential information as it uses to protect its own confidential information.
- 5.4 The provisions regarding the confidentiality and the disclosure and use thereof, as set forth in this clause 5, shall remain in force for ten (10) years as of the expiration date of this agreement.

## ARTICLE 6 ROYALTY BASE

- 6.1 In consideration for licensing BDS Technology, LICENSEE shall pay a royalty as described in Article 6.2:
- 6.2 The payment (in advance) of the annual license fee shall be based on two elements: the annual fee (1.) and per analysis fee (2.):
- |   |               |
|---|---------------|
| 1. annual license fee for the                       |               |
| - PPARy CALUX® TECHNOLOGY                           | €2,750.-/year |
| 2. per analysis fee for the PPARy CALUX® TECHNOLOGY | Waived        |
- 6.3 LICENSOR shall invoice LICENSEE upfront the annual license fee of the license agreement. All prices mentioned in this agreement are ex. VAT.
- 6.4 Invoices shall be due for payment within 30 days of the date of the invoice. In the event of late payment, interest may be accrued based on the 6 month LIBOR for the relevant currency plus 5% on the unpaid amount from the day on which payment was due. If any aspect of an invoice is disputed, LICENSEE will pay the undisputed portion of the invoice without delay.

## ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Copyright and all other rights in reports, protocols, drawings and other documents produced by LICENSOR, its employees, sub contractors or agents shall remain vested in LICENSOR.
- 7.2 All documents made available by LICENSOR to LICENSEE are and shall remain the property of LICENSOR and on request shall be returned to LICENSOR. LICENSEE shall have the right to retain a copy of any document for its files.
- 7.3 The LICENSOR warrants ("garandeert") that it owns or controls the BDS TECHNOLOGY and that it is entitled to grant access rights to this knowledge pursuant to Article 2.
- 7.4 LICENSEE shall not infringe any third party rights in respect of patents, copyrights, registered design, or other intellectual property rights or rights in information and shall not breach any duty of confidence or other duty owed to any other person. LICENSEE shall indemnify and undertakes to keep LICENSOR indemnified against any liability, damage, loss, claims, demands, expenses and legal fees incurred by LICENSOR and arising out of any such actual or alleged infringement or breach.
- 7.5 Any modification of (parts of) BDS proprietary PPARy CALUX® cell line, developed by the LICENSEE, shall become the property of the LICENSOR, however LICENSEE will be able to obtain a license from LICENSOR.

## ARTICLE 8 PUBLICATION

- 8.1 LICENSEE undertakes to keep LICENSOR fully informed about the progress of the use of BDS TECHNOLOGY.

- 8.2 If LICENSEE, as the case may be, wishes to publish results in peer reviewed open access, or regular Journals involving BDS TECHNOLOGY, LICENSEE undertakes to seek the prior written consent of LICENSOR for the intended publication, which consent shall not unreasonably be withheld. LICENSOR may request LICENSEE to delay publication for a period not exceeding one (1) month in order not to prejudice the obtaining or validity of Intellectual Property Rights in respect of the results concerning the BDS TECHNOLOGY. LICENSEE undertakes to comply with any such requests. However, publication of the results of LICENSEE, whether consent by LICENSOR is given, or not, cannot be postponed for a period exceeding six (6) months.
- 8.3 If publications result from using BDS TECHNOLOGY, LICENSEE shall acknowledge LICENSOR as the provider of the technology.

#### **ARTICLE 9 INDEMNIFICATION**

- 9.1 LICENSEE agrees to hold harmless and indemnify LICENSOR, its officers, employees and agents from and against any claims of third parties, demands, or cause of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from Licensing of BDS TECHNOLOGY i.e. PPARy CALUX® cell line.
- 9.2 Parties liability shall be limited to the extent of any damage to property, injury or loss that is directly attributable to the negligence, breach of contract or breach of statutory duty of the Party with a maximum of € 100.000, -. The Parties shall not be liable to the other Party for any financial or consequential loss, howsoever caused.

#### **ARTICLE 10 RIGHT OF AUDIT**

- 10.1 LICENSOR may audit LICENSEE during office-hours and following reasonable notice, on the following basis:
- a. If LICENSEE uses BDS TECHNOLOGY and if all ANALYSES are in accordance with LICENSOR's Contract, Protocols and/or Standard Operation Procedures.
  - b. The security to protect the BDS TECHNOLOGY for any third party.

#### **ARTICLE 11 FORCE MAJEURE**

- 11.1 Force Majeure means war, hostilities, invasion, act of foreign enemies, the presence of ionizing radiation or radioactive substances, rebellion, revolution, insurrection, military or usurped power, civil war, riot, civil commotion or disorder or any other circumstances whatsoever beyond the reasonable control of LICENSOR and/or LICENSEE.
- 11.2 Neither LICENSOR nor LICENSEE shall be liable for any delay or failure to perform caused by Force Majeure. Should such acts or events occur, it is agreed that both Parties shall negotiate in good faith to agree a mutually acceptable variation to this Agreement or terminate this Agreement.

#### **ARTICLE 12 TERM AND TERMINATION**

- 12.1 The term of this Agreement is from the Effective Date for a period of twelve (12) months. At least two (2) months prior to termination of this license agreement LICENSEE will inform LICENSOR about continuation, or not, of this LICENSE agreement.
- 12.2 This Agreement will earlier terminate:
- Automatically if LICENSEE becomes bankrupt or insolvent and/or if the business of LICENSEE is placed in the hand of a receiver, assignee, or trustee, whether by voluntary act of LICENSEE or otherwise; or

- Upon 90 days written notice if LICENSEE breaches or defaults on any other obligations under this Agreement, unless, before the end of the 90 days period, LICENSEE has cured the default or breach and so notifies LICENSOR, stating the manner of the cure; or
- At any time, by mutual written agreement between LICENSEE and LICENSOR, upon 180 days written notice and subject to any terms herein which survive termination.

12.3 If this Agreement is terminated for any cause:

- Nothing herein will be construed to release either party of any obligation matured prior to the Effective Date of the termination.
- LICENSEE will be bound by the provisions of Article 5 and Article 9.

12.4 After termination of the Agreement the LICENSEE is obliged to destroy the PPAR $\gamma$  CALUX<sup>®</sup> cells, proof of which is exemplified by a written letter, signed by a legal representative of the LICENSEE.

### **ARTICLE 13 APPLICABLE LAW AND DISPUTES**

13.1 This Agreement shall be governed by the laws of The Netherlands.

13.2 Any dispute arising there from shall be determined by the competent court in The Netherlands.

**Executed and signed for and on behalf of:**

**Masaryk University/Faculty of Pharmacy  
Brno  
Czech Republic**

**BioDetection Systems B.V.,  
Amsterdam  
The Netherlands**

**Sign Name: prof. PharmDr. Mgr. David Vetchý,  
Ph.D.**

**Sign Name: Prof. Dr. A. Brouwer**

**Title: Dean, Faculty of Pharmacy**

**Title: CEO**

**Date:**

**Date:**

**Signature:**

8.11.2022 Amsterdam  
**Signature:**

