

CONTRACT

on the exploitation of the results achieved in the research and development project
No. TH06020001 concluded pursuant to § 1746 paragraph. 2 of Act No. 89/2012
Coll., the Civil Code

1. PARTIES:

SYNPO, akciová společnost

Registered office: S. K. Neumanna 1316, 532 07 Pardubice
ID: 46504711

the Board

(hereinafter referred to as "**the recipient**" or "**SYNPO**")

and

Masaryk University

Registered office: Žerotínovo nám. 9, 601 77 Brno,
ID: 00216224

public higher education institution, not registered in a public register

(hereinafter referred to as "**other participant**" or "**MUNI**")

have concluded the following agreement, on the following date, month and year, for the exploitation of the results achieved in research and development project No. TH71020008 entitled "MATRIX FOR CARBON REINFORCED EPOXY LAMINATES WITH REDUCED FLAMMABILITY" IMPLEMENTED UNDER THE M-ERA.NET 2 Call 2019 program (hereinafter referred to as the "**Agreement**" or "**this Agreement**").

2. SUBJECT AND PURPOSE OF THE CONTRACT

- 2.1. The subject of this contract is to regulate the usage rights to the results achieved by the project no. TH71020008 entitled "MATRIX FOR CARBON REINFORCED EPOXY LAMINATES WITH REDUCED FLAMMABILITY" (hereinafter referred to as the "project"), and their use after the completion of the project.
- 2.2. The purpose of this contract is the application or use of results proving the effectiveness of the subsidy provided to support the project from public funds.

3. DEFINITION OF ACHIEVED RESULTS AND THEIR COMPARISON WITH THE OBJECTIVES OF THE PROJECT

- 3.1. The following recorded results were achieved by the project solution:
 - Utility model: Phosphazene derivatives with amino groups as flame retardant additives for epoxy resins and epoxy resin/carbon fiber composite systems
 - Functional sample: Modified composite with carbon reinforcement

3.2. Comparison of achieved results with project objectives:

- 3.2.1. The aim of the project was to develop new flame retardants for carbon fiber reinforced epoxy laminates.
- 3.2.2. The objective and purpose of the project were achieved. The achieved results succeeded in achieving the objectives of the project. The following applied results (*the results*) were obtained:
- Utility model: Phosphazene derivatives with amino groups as flame retardant additives for epoxy resins and epoxy resin/carbon fiber composite systems
Result owner: SYNPO 70 %, MUNI 30 %
 - Functional sample: Modified composite with carbon reinforcement
Result owner: SYNPO 70 %, MUNI 30 %

4. ADJUSTMENT OF OWNERSHIP AND USE RIGHTS TO THE RESULTS

- 4.1. All property rights to the results belong to the recipient and other participants according to the distribution specified in point 3.2.2. this contract. The rights of authors and originators of results and owners of protective rights to them are regulated by special legal regulations.
- 4.2. The Contracting Parties agree that each of them shall have the right, from the time this Contract comes into effect, to use the joint result separately for its own needs as follows:
- SYNPO will use the joint result the project commercially and non-commercially in its activities and will integrate them into its devices and systems. The result will be used in the manner and to the extent according to the implementation plan.
 - MUNI will use the joint result for its research, teaching and publication purposes.
- 4.3. The Contracting Parties have agreed that the written consent of all Contracting Parties is necessary to provide a joint result to a third party (hereinafter also "license") for a fee. The license must always be granted against payment. The possibility of granting a sub-license in the license agreement must be expressly agreed upon by the Contracting Parties.
- 4.4. In the case of commercial use of the joint result by SYNPO, the Contracting Parties have agreed that for the commercial use of the joint result, SYNPO will make a payment to each other contracting party annually in the amount of 1% of the turnover from the sale of products or services produced using the relevant project result, reported for accounting period, while these revenues will not be reduced in any way - with the exception of corrections of inaccuracies and possible complaints procedures.
- 4.5. SYNPO undertakes to process, always as of 15. 4. (in words: "the fifteenth day of April") of the following calendar year, a statement for the past 12 (in words "twelve") calendar months, i.e. for the period from 1. 1. (in words: "the first day of January") of the previous calendar year to 31. 12. (in words: "thirty-first day of December") of the previous calendar year, containing in particular a calculation of the total sales volume of the joint result, and calculation of the revenues of commercialization (hereinafter referred to as "Statement"). SYNPO undertakes to deliver the Statement to MUNI always by 20. 4. (in

words: "the twentieth day of April") of the following calendar year, at the address [REDACTED] SYNPO is aware that in the event of a breach of the obligations under this paragraph, it is liable for damage that could arise from the breach of these obligations.

- 4.6. MUNI shall, following the delivery of the Statement no later than 14 (in words: "fourteen") days from the moment when the Statement was delivered to them, issue SYNPO and each individually send a tax document with the date of tax point as of 15. 4. (in words: "the fifteenth day of April") of the relevant calendar year. The revenues from commercialization will be due on the 21st (in words: "twenty-first") day after the date of issue of the tax document.
- 4.7. If SYNPO fails to fulfil its obligation to deliver the Statement pursuant to par. 4.5. hereof, the revenues from commercialization, which should have been calculated in the unsent Statement, shall become due on 15. 4. (in words: "the fifteenth day of April") of the following calendar year.
- 4.8. In the event of a delay in payment pursuant to the previous paragraphs, the contracting parties shall agree on a contractual default interest of 0.05% of the outstanding amount for each commenced day of delay.
- 4.9. The Contracting Parties acknowledge that the conditions for the commercial use of the result - Utility model: Phosphazene derivatives with amino groups as flame retardant additives for epoxy resins and epoxy resin/carbon fiber composite systems - will be the subject of a separate agreement.

5. THE WAY OF USING THE RESULTS AND THE TIME BY WHICH THE RESULTS MUST BE APPLIED

- 5.1. SYNPO is entitled to use the joint result for its own commercial activities and its own PR. Based on the knowledge, SYNPO can further improve the technology either by itself or in cooperation with MUNI, this knowledge can be used in the preparation of other projects.
- 5.2. MUNI is entitled to use the joint result for teaching and for its own PR, based on the knowledge it can further improve the technology either by itself or in cooperation with SYNPO, this knowledge can be used in the preparation of other projects.
- 5.3. The parties agree to cooperate in the application and further development of the results in good faith and with the involvement of their best knowledge and experience for a period of at least 5 years from the conclusion of this Contract.

6. SCOPE OF DATA CONFIDENTIALITY AND METHOD OF HANDLING THEM

- 6.1. The results of the project solution, which were published in the professional press or which were otherwise published, do not constitute any confidential information that would have to be handled under special legal regulations.
- 6.2. The information constituting a trade secret (if it has been called as a trade secret or confidential information) is obliged to be handled by the Contracting Parties in such a way as to prevent its misuse or unauthorized disclosure.
- 6.3. The protection of trade secrets does not apply to the provision of information to the subsidy provider, to the extent necessary to fulfill the provider's conditions

resulting from the contract with the subsidy provider or the decision to provide a subsidy to support the project.

7. SANCTION

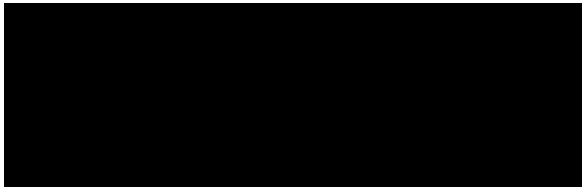
- 7.1. The Contracting Parties agree that if any of them finds a breach of the obligations under this Contract by another Contracting Party, it is be entitled to issue a warning, with the said Party being obliged to remedy the discrepancy within 60 calendar days from the date of written notification of the warning. In the event of repeated violations, the affected party is entitled to withdraw from this Contract.

8. DURATION OF OBLIGATIONS UNDER THE CONTRACT

- 8.1. The Contract is negotiated for a definite period of time, for a period of three years after the end of the project. The Contracting Parties acknowledge that further commercial exploitation of the joint result after the expiration of the period for which this Contract is concluded requires the agreement of the Parties. Termination of obligations arising from this Contract must be in writing and is effective at the moment of delivery to the other party.

9. FINAL PROVISIONS

- 9.1. This Contract comes into force at the moment of signature by all the parties and becomes effective upon publication in the Register of Contracts. Publication in the Register of Contracts will be ensured by MUNI. By signing this agreement, the parties confirm that it does not contain business secrets.
- 9.2. The contract may be amended or supplemented only by successively numbered written amendments signed by all Contracting Parties.
- 9.3. The contract is concluded electronically.
- 9.4. If any provision of this Contract is or becomes invalid or ineffective, it does not cause the invalidity or ineffectiveness of the other provisions of this Contract and the issues that are the subject of such invalid or ineffective provision will be assessed according to the regulation contained in generally binding legal regulations, which by their purpose best correspond to the subject of the invalid or ineffective provision.
- 9.5. The Contracting Parties declare that they have read this Contract carefully and that its content is clear and comprehensible to them.
- 9.6. In proof that the entire content of this Contract is an expression of their true and free will, the participants attach their signatures.

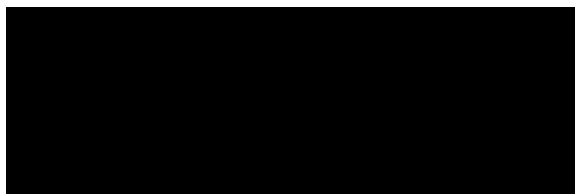


SYNPO, akciova spolecnost

Place: Pardubice



Position: Chairman of the Board and
Member of the Board



Masaryk University

Place: Brno



Position: rector

