

Amendment No. 1 to RIGHT OF OPTION AGREEMENT

This Amendment to RIGHT OF OPTION AGREEMENT (this “Amendment”) is made and entered into on December 26th 2023 by and between:

The UNIVERSITAT POLITÈCNICA DE VALÈNCIA (hereinafter referred to as the “UPV”) with CIF Q4618002B, created as university institution by virtue Decree 495/1971 of 11 March (BOE of March 26, 1971), with registered office in Camino de Vera, s/n, Valencia (Kingdom of Spain); and, in its name and representation, Mr. Salvador Coll Arnau, Vice-Rector for Innovation and Transfer, with sufficient powers for the celebration of this act, by virtue of the Resolution of July 27, 2021 by the Rector of the UPV, in accordance with the provisions in articles 9 and 12 of Law 40/2015, of October 1, on the Legal Regime of the Public Sector and in articles 51 to 55 of the Statute of the UPV, approved by Decree 182/2011 of 25 November, the Consell;

CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE (hereinafter, the “CZU”) with VAT number CZ60460709 and with headquarters at Kamýcká 129, 165 00 Prague – Suchdol, Czech Republic, and in its name and on its behalf, Mr. Ing. Jakub Kleindienst, Bursar;

And,

IDAI NATURE, S.L.U. (hereinafter, “IDAI”), a company registered in Spain under number B-98155328 and domiciled in La Pobla de Vallbona, 10 Moscú Street, Polígono industrial Mas de Tous - 46185 (Valencia) and in its name and on behalf of the company Mr. Francisco Javier Rodríguez-Valdés Martínez-Avial and Mr. Héctor Zaragoza Boschmonar, acting as a Legal representatives of the company.

UPV, CZU, and IDAI are referred together as the “Parties”.

The Parties acknowledge each other's legal standing as sufficient to enter into this Agreement and, accordingly, they subscribe to the following.

RECITALS

- I. Whereas the Parties concluded on the date 27/9/2022 the RIGHT OF OPTION AGREEMENT to obtain a right of option to enter into an exclusive license for the exploitation of the following patent: PV2016-735-Mesoporous silica materials for the controlled release of active substances and their applications (EP17808050) by IDAI from UPV and CZU as co-owners of the aforementioned patent (hereinafter, the “Agreement”).

- II. Whereas IDAI is interested in extension of a right of option to enter into an exclusive license for the exploitation of the aforementioned patent, in accordance with the terms provided in the Agreement.

In accordance with the foregoing, the Parties have agreed to sign this Amendment pursuant to the following.

PROVISIONS

1. SUBJECT OF THE AMENDMENT

The Parties agreed to extend the term of the Agreement for further twelve (12) months. For this reason the Parties agreed to modify the provision of the Art. 2., which now reads as follows:

“2. TERM

The term of this Agreement will be twenty-four (24) months starting from the date of signature of this Agreement.

During the first five (5) months UPV will execute the Project according to the terms and specifications foreseen in Annex I of the research and development agreement and, during the remaining nineteen (19) months, IDAI will carry out a series of tests and trials, in order to determine if it is finally interested in exercising the right of option for the granting of the exclusive license to exploit the Patent.”

The Parties further agreed that IDAI undertakes to pay an amount of ten thousand euros (€10,000), which shall be payable upon signing this Amendment, as consideration for the extension of the right of option granted under the Agreement.

The payment will be distributed in the following proportion: fifty percent (50%) for CZU and fifty percent (50%) for UPV.

CZU and UPV shall issue the corresponding invoice to IDAI, with reference to this Amendment, after signing thereof. IDAI will have a period of 60 calendar days for the payment of the invoices, from the date of issuance of the same.

The payment of the amounts owed by IDAI to the UPV will be made in the C/C n° 2910543530, opened in the Banco Santander (IBAN: ES69 0049 1827 85 2910543530), in the name of the UPV, or in the one indicated in the invoice issued by the UPV, against invoice in the name of IDAI NATURE S.L.

The payment of the amounts owed by IDAI to the CZU will be made in the C/C n°001046-0006325762/0800, opened in the Česká spořitelna, a.s., Olbrachtova 1929/62, Praha 4. (CZ91 0800 0010 4600 0632 5762, GIBACZPX) in the name of the CZU, or in the one indicated in the invoice issued by the CZU, against invoice in the name of IDAI NATURE S.L.

In the event of non-compliance with the payment term, Law 3/2004, of 29 December, and any other modification or regulation in force that may be enacted in the future on this matter, which establishes measures to combat late payment in commercial transactions, will be applicable.

2. FINAL PROVISIONS

The other provisions of the Agreement remain unaffected by this Amendment. In all other respects, the rights and obligations of the Parties arising from this Amendment shall be governed by the Agreement.

This Amendment shall come into force and effect on the date of its signing by authorized representatives of both Parties.

This Amendment is concluded and signed in electronic form, it shall be made in one copy.

The Parties declare that they have read the Amendment before signing it and agree to its contents without reservation. The Amendment is an expression of their true, genuine, free and serious will. The authorised representatives of the Parties shall affix their signatures as evidence of the authenticity and truth of these declarations.

IN WITNESS THEREOF, the Parties hereto electronically sign this document on the date indicated on the signature.

**UNIVERSITAT POLITÈCNICA DE
VALÈNCIA**

IDAI NATURE, S.L.U.

DocuSigned by:

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DocuSigned by:

Mr./Ms. Salvador Coll Arnau

**Mr. Francisco Javier Rodríguez-Valdés
Martínez-Avial and Mr. Héctor Zaragoza
Boschmonar**

CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE

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