

Contract Research Agreement

Article I. Parties

Garrett Motion Czech Republic s.r.o.

with registered office: Tuřanka 1387/100, Slatina, 627 00 Brno, Czech Republic

ID No.: 06610005

VAT No.: CZ06610005

Registered in the Commercial Register maintained by the Municipal Court in Brno,
file No. C 108012

Represented by: Libor Urbanec, Managing Director

(hereinafter “the Client”)

and

Česká zemědělská univerzita v Praze

with registered office: Kamýcká 129, 165 00 Praha – Suchbátka, Czech Republic

ID No.: 60460709

VAT No.: CZ60460709

Represented by: Ing. Jakub Kleindienst, Bursar

(hereinafter “the Contractor”)

together hereinafter “the Parties” or “the Contracting Parties” or separately as “the Party” or “the Contracting Party”, entered into this Contract Research Agreement (hereinafter “the Agreement”) on the date, month and year set forth below pursuant to Section 1746 (2) et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter “the Civil Code”).

Article II. Subject of the Agreement

1. The subject of the Agreement is to define the conditions under which the Contractor will carry out the contract research (hereinafter also referred to as “the research”) specified in this Agreement and other instructions of the Client.
2. The Client undertakes to accept the completed research in due and timely manner and to pay the Contractor the price agreed by the Parties according to the work performed and other pre-approved costs of the Contractor (e.g. consumed materials or travel costs, etc.).
3. The research, or research activities, shall mean the measurement of emissions using an FTIR analyser, including the preparation of instruments, data processing for an estimated duration of 11 days at the place of performance, at the address of the Client's registered office (hereinafter referred to as the “place of performance”). The research at the place of performance shall be carried out by 1 authorised person of the Contractor. The estimated duration of the research at the place of performance is 2 weeks.
4. This Agreement is concluded for fixed period, until 31.6.2024. Provided however that the non-breaching Party may terminate this Agreement, in whole or in part, if the other Party

commits a material breach and the breaching Party fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery or delivery of nonconforming research.

Article III. Price and Payment terms

1. The price for the agreed research is set as a fixed price including research at the place of performance for 2 weeks and the submission of the primary documentation of the tests according to Article II, paragraph 3 of this Agreement within 1 month of the completion of the tests, in the amount of 223 500,- CZK excluding VAT. The costs of the research are set out in the table - price offer, which is attached as Annex 1 to this Agreement (hereinafter referred to as the "price").
2. The price shall be paid by the Client on the basis of a valid tax invoice issued by the Contractor after handing over the primary documentation to the Client, with a maturity of 90 days. VAT shall always be added to the price in the amount according to the legal regulations in force on the date of the taxable performance.
3. In case of delay in any undisputed payment, the Contractor shall be entitled to a contractual penalty of 0.05% of the amount due for each day of delay.
4. The Parties agree that any output related to the research under this Agreement shall become the property of the Client upon payment of the price.

Article IV. Obligations of the Parties

1. The Client undertakes to provide the Contractor with the necessary cooperation to carry out the research. The Client shall provide to the Contractor the necessary information and documents related to the research at the request of the Contractor. All such information, documents (including but not limited to any intellectual property of the Client, samples, materials etc.) and any information shared by the Client with the Contractor shall be treated as strictly confidential by the Contractor and shall not be disclosed to any third party or published for any reason whatsoever without prior written consent of the Client nor shall the Contractor decompile, disassemble, decode, reproduce, redesign, or reverse engineer the same except where required strictly as a part of the research agreed under this Agreement as per the prior written approval and request of the Client.
2. It is hereby agreed that any and all test results and reports arising from the research shall be owned by the Client exclusively and the Client shall be free to use them as it deems and can also share them further with any third parties. Any invention arising from the said research based on the Client's patented technology shall also be exclusively owned by the Client along with all intellectual property rights therein (except for any pre-existing background intellectual property of the Contractor).

Article V.
Final provisions

1. Any changes, amendments and additions to this Agreement may only be made by agreement between the Client and the Contractor, in writing in the form of an amendment signed by authorized representatives of both Parties.
2. The Parties agree that the relations established by this Agreement are governed by Czech law, in particular the Civil Code.
3. The Agreement is drawn up in four identical copies, each Party shall receive two copies.
4. This Agreement will enter into force on the date of its signature by both Contracting Parties and become effective 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.
5. The Client unconditionally agrees to the publication of the full text of the Agreement so that this Agreement can be the subject of information provided in accordance with Act No. 106/1999 Coll., on free access to information, as amended, and to the publication of the full text of the Agreement 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, if this Agreement is subject to publication in the register of contracts.
6. The Parties declare that they have read, understand and agree with the content of the Agreement and further confirm that the Agreement is concluded without any conditions disadvantaging one of the Parties. The Agreement is the manifestation of the serious, genuine and free will of the Parties, in witness whereof they attach their handwritten signatures.

For the Client

For the Contractor

In Prague, date _____

In Prague, date _____

Libor Urbanec
Managing Director

Ing. Jakub Kleindienst
Bursar