

AGREEMENT ON THE USE OF RESULTS TM02000084

On the date, month and year indicated below **parties** (the "**Parties**"):

ProSpon, spol. s r.o.

with registered office: Jiřího Voskovce 3206, 272 01 Kladno, Czech Republic
registered in the Commercial Register at the Municipal Court in Prague, Section C, Insert 7642
ID no.: 45145466
VAT no.: CZ45145466
represented by:
(the "**Recipient** ")

and

České vysoké učení technické v Praze (Czech Technical University in Prague)

with registered office at Jugoslávských partzánů 1580/3, Prague 6, Czech Republic
researcher's workplace: Faculty of Mechanical Engineering, Technical 4, 160 00 Prague 6, Czech Republic
ID no.: 68407700
VAT no.: CZ68407700
represented by
(the "**Participant 1**")

and

COMTES FHT a.s.

with registered office: Průmyslová 995, 334 41 Dobřany, Czech Republic
ID no.: 26316919
VAT no.: CZ26316919
represented by:
(the "**Participant 2**")

and

Industrial Technology Research Institute (ITRI)

with registered office: 195, Sec. 4, Chung Hsing Rd., Chutung, Hsinchu, Taiwan 310401, ROC
ID no.: 02750963
VAT no.: 02750963
represented by:
(the "**Foreign Partner**")

(collectively, the "**Project Participants**")

have entered into an agreement on the use of the results:

1. Purpose and object of the Agreement, name and identification data of the Project

- 1.1. The purpose and subject of this agreement on the use of the results (the "**Agreement**") is to determine the way of use of the results of the project entitled "**Applied research and development of long-life small joint replacements using direct 3D printing of titanium alloy**", project identification: **TM02000084** (hereinafter referred to as the "**Project**") in accordance with the Agreement on provision of grant No. 2020TM02000084 dated 23 August 2021, and all related amendments, (the "**Grant Agreement**").

2. Definition of results and their comparison with the Project objectives

- 2.1. The subject matter of the Project, its objectives, expected results and the method of their achievement and verification are presented in the Proposal of the Project solution.
- 2.2. The results of the Project (the "**Results**") are in line with the planned objectives of the Project and their classification and date of achievement are defined in Annex 1 of the Agreement.

- 2.3. Recipient declares that the results of the Project are not also the results of another project or research project.

3. Adjustment of ownership and use rights to the Results

- 3.1. Intellectual property rights (in particular the rights of the employer or rights of the ordering party arising from the Project and relating to the Results - see Appendix 1 - are intangible assets. These intangible assets are distributed among the cooperating Project Participants in such a way to take duly into account their work areas, contributions and respective interests.
- 3.2. Based on the agreement of the Project Participants, the determination of their shares in the intangible assets in question has been agreed upon in the proportions as set out in Annex 1. Any future assignment of rights to the Results will be made in such a way as to comply with the rules arising from the Grant Agreement and the Project Participation Agreement.

4. How the Results will be used and the time period in which the Results will be used

- 4.1. The Parties undertake to cooperate and to provide each other with maximum cooperation in the use of the Results.
- 4.2. In the event of commercial use of the Results (in particular use by one of the Parties / sale of the Results / rental of the Results / lending of the Results / licensing of the Results) by either Party or by a third party/organisation, the Parties undertake to enter into a follow-up agreement on financial compensation (the “**Agreement on Financial Compensation**”) governing the terms and conditions for use of the Results. The Agreement on Financial Compensation shall be valid and effective prior to the commencement of commercialisation pursuant to the first sentence of this clause. If either Party, without good cause, prevents the conclusion of the Agreement on Financial Compensation, such action shall constitute a breach of this Agreement. The Agreement on Financial Compensation shall take into account both the proportion of the Parties' ownership interest in the Result and the costs incurred / to be incurred by each Party for the commercialisation in question (marketing costs, production costs, distribution costs, etc.). For the avoidance of doubt, the Parties expressly declare that this Agreement does not transfer any rights in the Results.
- 4.3. The Parties undertake, where appropriate and customary, to prominently display on all Results pursuant to Article 3.3 of this Agreement and products derived therefrom, the identification of the Parties who participated in the development of the Results.
- 4.4. The Parties agree that all Parties shall have a royalty-free right to use all Results for the educational, research and other non-commercial interests of the Parties.
- 4.5. The Recipient is a proprietor of the prototypes created during the Project. The Recipient is obliged to keep the prototypes in case of inspection of the Project implementation and to lend them to other Participants free of charge upon request.
- 4.6. The use of the Project Results will be realized within 5 years from the date of completion of the Project.
- 4.7. In the case of protection of joint intellectual property, the Parties shall assist each other in the preparation of applications, including foreign applications. The Contracting Parties shall share, in proportion to their joint ownership shares, the costs of filing applications and conducting the relevant intellectual property protection proceedings.

5. Extent of the degree of confidentiality of the data and the way in which they are handled

- 5.1. The subject matter of the Project is subject to trade secret, but the project title, project objectives and, in the case of a terminated or discontinued project, the evaluation of the outcome of the project delivered to the CEP, are regulated so as to be disclosable (confidentiality level C).

6. Final provisions

- 6.1. The Parties are obliged to inform each other in writing of any change in the data specified in this Agreement or its annexes.
- 6.2. Amendments and supplements to the Agreement may be made only by agreement of the Parties in the form of numbered written amendments to this Agreement.

AGREEMENT ON THE USE OF RESULTS TM02000084

- 6.3. This Agreement is drawn up in 5 counterparts, of which the Recipient shall receive 2 copies and the Participant 1, Participant 2 and the Foreign Partner shall receive 1 copy each.
- 6.4. The Agreement shall enter into force on the date of its signature by the representatives of all Parties and shall become effective upon its publication in the Czech Register of Contracts. The Parties agree to the publication of this Agreement in the Register of Contracts, which shall be ensured by the Recipient; if either of the Parties considers any information contained in the Agreement to be personal data or trade secrets or data that may be withheld from publication in the Register of Contracts, it shall expressly mark such information as such during the contracting process.

Annex: Determination of Project Results

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE

On behalf of the Recipient ProSpon, spol. s r.o.:

Signature:

Name:

Function:

Date:

AGREEMENT ON THE USE OF RESULTS TM02000084

On behalf of the Participant 1 České vysoké učení technické v Praze:

Signature:

Name:

Function:

Date:

AGREEMENT ON THE USE OF RESULTS TM02000084

On behalf of the Participant 2 COMTES FHT a.s.:

Signature:

Name:

Function:

Date:

AGREEMENT ON THE USE OF RESULTS TM02000084

On behalf of the Foreign Partner Industrial Technology Research Institute (ITRI):

Signature:

Name:

Function:

Date:

AGREEMENT ON THE USE OF RESULTS TM02000084

Annex 1

Determination of the results of the Project no. TM02000084 (Recipient: ProSpon, Participant 1: CVUT, Participant 2: COMTES FHT, Foreign Partner: Industrial Technology Research Institute (ITRI))

Result Result number	Description Name/ type/ date of achievement	Ownership and use rights
TM0200084-V1	Functional sample of the new hallux replacement design/ Gfunk - Functional sample / 12/2022	Recipient (30%), Participant 1 (10%), Participant 2 (10%), Foreign Partner (50%).
TM0200084-V2	Functional sample of the new wrist replacement design / Gfunk - Functional sample / 12/2022	Recipient (30%), Participant 1 (10%), Participant 2 (10%), Foreign Partner (50%).
TM0200084-V3	Functional sample of the new temporomandibular joint design/ Gfunk - Functional sample / 12/2022	Recipient (30%), Participant 1 (10%), Participant 2 (10%), Foreign Partner (50%).
TM0200084-V4	Utility model of a new replacement design/ Fuzit - Utility model / 12/2023	Recipient (30%), Participant 1 (10%), Participant 2 (10%), Foreign Partner (50%).
Secondary results of the Project	Secondary results are made up of sub-results that precede the main results themselves. Namely, these will be interim research reports from the project, technical and expert reports, or publications in journals and at professional conferences both domestic and abroad.	Unlimited all Project Participants