

## **COLLABORATION AGREEMENT**

No. 047/2024

closed in accordance with § 1746 art. 2, Civil Code Act No. 89/2012 Coll., as amended  
(hereinafter "Civil Code")

**Charles University,**

a university existing under the laws of the Czech Republic, with its registered office at Ovocny trh 560/5,  
116 36 Prague 1, Czech Republic, Reg.No. 00216208  
(hereinafter, "University")

relates to: **Faculty of Mathematics and Physics**, address: Ke Karlovu 3, 121 16 Prague 2  
(hereinafter, "Faculty")

represented on the grounds of mandate agreement

by **Charles University Innovations Prague a.s.**,

a company formed and existing under the laws of the Czech Republic, with its registered office at  
Ovocny trh 560/5, 110 00 Prague, Reg.No. 07236239, VAD ID: CZ07236239, registered with the  
Municipal Court in Prague, File C 297343

represented by Otomar Slama, MBA, MPA, the chairman of the board

confirmed by assoc. prof. Dr. Mirko Rokyta, dean of the Faculty

(hereinafter, "CUIP")

and

**Weta FX Limited,**

a company formed and existing under the laws of New Zealand, with offices at 127 Wexford Road,  
Miramar, Wellington, 6022, New Zealand

represented by Kimball Thurston, Chief Technology Officer

(hereinafter, "Weta FX"),

(hereinafter also jointly as the "Parties" or each as the "Party"),  
concluded on **1 January 2025**, this Collaboration Agreement (hereinafter "Agreement")

### **I. Collaboration**

1. The Parties express their interest in collaboration to support science at the faculty and to achieve positive results, in particular, in the field of IT and the effective application of the results of scientific and research activities in practice.
2. To achieve aforementioned goals, Weta FX shall provide Faculty with unconditional financial gift(s) and participate in joint research.

### **II. Unconditional gift(s)**

1. Weta FX agrees to provide one or more unconditional financial gifts (hereinafter "gift" or "gifts") to University as listed in Exhibit A of this agreement as updated from time to time.
2. The gift will be provided by crediting to the account of Faculty to be used for any purpose at sole discretion of Faculty:

Account name:	Univerzita Karlova
Address:	Ovocny trh 560/5, 116 36 Praha 1, Czech Republic
Account number:	XXXXXXXXXXXXXXXXXXXX
IBAN:	XXXXXXXXXXXXXXXXXXXX
SWIFT:	XXXXXXXXXXXXXXXXXXXX
Bank:	XXXXXXXXXXXXXXX
Bank Address:	XXXXXXXXXXXXXXXXXXXX
Reference number:	per Exhibit A

### III. Joint research

1. Weta FX and Faculty agree to participate in joint research in the area and topic specified by Weta FX (hereinafter "joint research"). Such joint research can be specified repeatedly.
2. Faculty agrees to take part in the joint research only if these conditions are cumulatively met:
  - a. specification of the joint research is within the scope of expertise of research teams currently assigned to Faculty; and
  - b. at least one research team proclaims interest in the joint research based on its specification; and
  - c. at least one employee of Weta FX will be a member of a research team.
3. The Parties hereby acknowledge that they will be the legal and beneficial joint owners of the results of their joint research.
4. The Parties agree that for any patent application naming at least one member of Faculty and at least one employee or contractor of Weta FX, the patent application will be jointly owned and Weta FX will be responsible for costs of filing such patent application, and will have sole discretion for determining patenting strategy, for determining whether to make any filing, for determining which countries to file in, for selection of counsel, etc., with consultation with Faculty as appropriate. University and Faculty agree to cooperate, at Weta FX's expense, as needed to perfect intellectual property rights, including obtaining inventor assignments for patent rights.
5. Any research based on the collaboration of Faculty and Weta FX not meeting the conditions of joint research as set by this subsection 2 of this article requires a separate agreement.

### IV. Conditions of granting a (sub)licence; no duty to account

1. Weta FX agrees that University is entitled to grant a non-exclusive (sub)licence without a prior consent of Weta FX. University is obliged to give prompt (written) notice to Weta FX after granting the (sub)licence. Royalties of such license are at sole discretion of Faculty.
2. University agrees that Weta FX is entitled to grant a non-exclusive (sub)licence without a prior consent of University. Weta FX is obliged to give prompt (written) notice to University after granting the (sub)licence. Royalties of such license are at sole discretion of Weta FX.
3. Subject only to express notice requirements provided in this Agreement and the granting of exclusive licenses (which requires separate written consent), the parties understand and agree that neither party will be under any obligation to account to, or share with, the other party any revenues or royalties resulting from use or exploitation of intellectual property jointly owned under this Agreement, nor to receive any consent from the other party concerning any use or exploitation of such intellectual property.

### V. General

1. This Agreement is concluded for an indefinite period and becomes valid **from 1 January 2025 once executed by the Parties hereto**. The Agreement shall come into full force and effect on the day of its publication in the Contracts Register according to Act. No. 340/2015 Coll., as amended.
2. Either Party may terminate the Agreement without giving a reason within a one year notice period, which begins on the first day of the calendar month following the delivery of the written notice to the other Party.
3. This Agreement will be governed by and construed in accordance with the laws of England and Wales, excluding that body of law known as conflict of laws.
4. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of competent jurisdiction located in Greater London and the City of London, United Kingdom and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
5. To ensure protection of IP rights for the Parties, the Parties agree to keep information pertaining to the research confidential and to ensure that Weta FX has secured IP protection prior to any public dissemination.
6. To preserve confidentiality of each Party's internal proprietary data, the Parties shall enter into a separate agreement stipulating what proprietary data may be shared, and how such proprietary data is kept confidential.

In Prague

In Wellington

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**Charles University Innovations Prague a.s.**  
Otomar Slama, MBA, MPA

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**WĚTĀ FX LIMITED**  
David Wright, CEO

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**Faculty of Mathematics and Physics**  
assoc. prof. Dr. Mirko Rokyta    •

# Exhibit A

Obchodní tajemství / Trade Secret