

SERVICE AGREEMENT

THIS AGREEMENT IS CONCLUDED

BETWEEN

The Members of the Phosphoric Acid and Phosphates Association, a Sector Group (abbrev. PAPA) at European Chemical Industry Council - Cefic aisbl, located Av E Van Nieuwenhuysse 4, Bte 2, 1160 Brussels, Belgium, and as from 1st January 2019: Rue Belliard 40, Bte 15, 1040 Brussels, Belgium, represented by [REDACTED] chair of the PAPA Sector Group (HEREINAFTER The Sector Group), VAT number: BE 412 849 915.

AND

Palacký University in Olomouc, Regional Centre of Advanced Technologies and Materials
Division of Biologically Active Complexes and Molecular Magnets
ID number: 61989592
Tax ID number: CZ61989592
With registered office at Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Public university, existence mode under the law no. 111/1998 Coll., universities act,
represented by prof. [REDACTED] (HEREINAFTER the Service Provider).

THE PARTIES HAVE AGREED THE FOLLOWING

Preamble

The PAPA Sector Group members need to carry out the characterisation of the average particle size by Scanning transmission electron microscopy (STEM) [REDACTED]
[REDACTED]

The Service Provider has extensive experience related to characterisation of chemical content and physical properties of particulate systems.

Article 1: Service

- 1.1 The Service Provider agrees to provide the "Service" as detailed in Appendix 1.
- 1.2 The Service Provider will act as an independent contractor and hence on the Service Provider's side the analysis will exclusively be performed by [REDACTED]
- 1.3 The Service Provider will not retain or use any third party in performing even a part of the Service without the Sector Group's prior written consent. This excludes outside analysis as foreseen in the Service.
- 1.4 The Sector Group undertakes to pay the Service Provider as detailed in Appendix 1 provided the conditions set out in this agreement are fulfilled.
- 1.5 This fee includes all taxes and costs except VAT.

Article 2: Contractual period, payment and invoicing

- 2.0 The testing and reporting should be completed till 11 November 2018, provided all samples will be delivered to the Service Provider until 25 October 2018. The pricing and invoicing of the service are detailed in Appendix 1.
- 2.2 The invoice expressed in EUR, including the current VAT rate valid in the Czech Republic, will be sent to the Sector Group's address and will be paid within thirty (30) calendar days of receipt of the invoice.
- 2.3 The invoice will include the following information:
- PAPA Sector Group
 - Cefic, Avenue Van Nieuwenhuysse 4, Box 1, B-1160 Brussels,
 - Attention [REDACTED]
 - VAT number BE 412 849 915
 - Reference: Phosphate feed additives
 - Name, address and VAT number (if applicable) of the Service Provider
 - Bank coordinates (beneficiary account name, bank name and address, IBAN code, SWIFT code)
 - Invoice date and number
 - Clear description of the service provided
- 2.4 If the Service Provider identifies work falling outside the scope or foresees a delay in meeting the deadline, the Sector Group must be warned in writing without delay.
- 2.5 Invoices for additional work will only be accepted if agreed in writing in advance before the additional work is undertaken.

Article 3: Miscellaneous

- 3.0 This agreement will be exclusively governed and construed in accordance with the laws of Czech Republic to the exclusion of any conflict of laws rule.
- 3.1 The Service Provider will not make any public statement related to the details of this agreement.
- 3.2 The Service Provider, unless compelled by law or a legally empowered authority, undertakes not to disclose to third parties any information communicated under this agreement or resulting from this agreement. This obligation, however, shall not apply to information, which is or becomes part of the public domain, the Service Provider can sufficiently demonstrate was known to them prior to the disclosure or is subsequently rightfully received without restriction by the Service Provider from a third party which lawfully acquired the information. This clause will survive the end of this Agreement for 5 years.
- 3.3 All documentation, including the Service Provider's work results will remain the property of the Sector Group and will be transferred to the Sector Group, before the end of the contractual period.
- 3.4 The Service Provider agrees to pass to the Sector Group (and to make any necessary steps) full copyright or any other rights attached to the service described and related deliverables.
- 3.5 This instrument constitutes the entire agreement between the parties and it supersedes and cancels all prior negotiations, understandings and agreements between the parties, whether oral or written, regarding the subject matter of this agreement. The general conditions of the Service Provider, if any, will not apply.

3.6 This agreement can be amended only by written document duly signed by both parties.

3.7 The date of the start of the agreement coming into force is 25 October 2018.

Article 4: Personal Data

4.1 Terms such as "processing", "Personal Data", "Data Subject" shall have the meaning ascribed to them in the General Data Protection Regulation (EU) 2016/679 (hereinafter "GDPR") or successor regulation relating Data Protection. Hereafter, the term "Cefic" means Cefic and/or any of its Sector Groups.

4.2 The Consultant shall process any Personal Data disclosed to it by Cefic for the performance of the Consultancy Agreement in compliance with the provisions of the GDPR. The Consultant shall solely process such Personal Data on behalf of Cefic to the extent necessary for the performance of its obligations under the Consultancy Agreement and only upon the documented instructions from Cefic, unless required to do so by Union or Member State law to which the Consultant is subject. Therefore, Cefic will be referred to as the Controller and Consultant as the Processor, unless specific situations would allow to consider them as joint Controllers.

4.3 Personal Data received from the Controller may not be disclosed by the Processor to any third party without the prior written consent of the Controller or obliged by law, and always in accordance with the GDPR. The Processor ensures that any persons authorised to process the data have committed themselves to confidentiality.

4.4 The Processor shall not appoint a sub-processor without the prior specific written consent of the Controller. The Controller will at all time have the possibility to refuse. Where the Controller agrees to the appointment of a sub-processor, this sub-processor must be appointed on the same terms as set out between the Controller and the Processor, and in any case in accordance with the provisions of the GDPR. The Processor shall ensure, at its own costs, that such obligations are abided by and shall inform the Controller of the third party/parties engaged. The Processor will be responsible for all third party actions or lack thereof.

4.5 The Processor shall ensure at any time the confidentiality, integrity and availability of the Personal Data as well as the security of the processing of such data through the implementing of appropriate technical and organisational measures taking into account the nature, scope, context and purposes of the processing and the risk for the rights and freedoms of the data subject.

4.6 The Processor shall delete [or return] all the Personal Data to the Controller after the end of the provision of services and delete existing copies.

4.7 The Processor represents and warrants that the Personal Data that he will disclose to the Controller in the scope of the Consultancy Agreement has been collected and processed in accordance with the GDPR. In

particular, the Processor represents and warrants that the processing of such Personal Data will be performed in accordance with the explicit and specific purposes for which the data was collected.

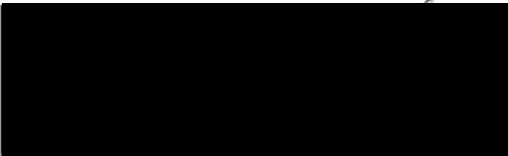
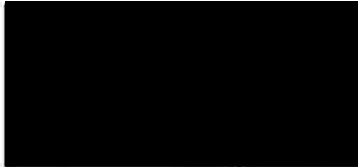


4.8 The Processor shall immediately notify and assist the Controller if a Data Subject is willing to exercise a right granted to him/her by the GDPR (right of access, right of rectification, right to erasure, right to restriction of processing, right to data portability, right to object and automated individual decision-making). He/she shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in the GDPR and allow for and contribute to audits or inspections conducted by the Controller.

4.9 The Processor shall not transfer any personal data to any country outside of the European Economic Area without the Controller's prior written consent and, where such transfer is agreed, the Processor and the Controller shall, each at its own costs, implement a legally valid mechanism to allow for the personal data to be transferred outside the European Economic Area under the GDPR.

4.10 The Processor shall immediately notify to the Controller (at email address: [REDACTED]) any breach of Personal Data, and provide all necessary information for the Controller to notify such breach to the supervisory authorities in accordance with the GDPR.

1.0 Article 7: Personal Data

Signed by the duly authorised representatives in two originals with each party having received its own original.

<i>The Service Provider</i>	<i>The Sector Group</i>
Signature 	Signature 
Name 	Name 
Position Rector of the Palacký University in Olomouc	Position Chair of the PAPA Sector Group
Company Palacký University in Olomouc	Company PAPA Sector Group
Date 3.1.10. 2018	Date Monday 22 October 2018

