

# Material Transfer Agreement

concluded pursuant to § 261, Paragraph 2 of Act No. 513/1991 Coll., the Commercial Code, as amended

Name: **Institute of Materials and Machine Mechanics SAS**  
Seat: Dúbravská cesta 9/6319, 845 13 Bratislava, Slovak Republic  
ID: 00490750  
Statutory body: Ing. Martin Nosko, PhD., director  
(hereinafter referred to as **"Sender"**)

and

Name: **EONEX d.o.o.**  
Seat: Gospodarska ulica 6, 42202 Trnovec Bartolovečki, Croatia  
ID: 89136489240  
Statutory body: Marko Varga, director  
(hereinafter referred to as **"Recipient"**)

(collectively hereinafter referred to as **"Parties"** or individually also as a **"Party"**)

Conclude this Material Transfer Agreement (the **"Agreement"**).

## ARTICLE 1

### INITIAL PROVISIONS

1. The Sender is a scientific-research institute established and existing according to laws of the Slovak Republic.
2. The Recipient is business company specializes in the development and production of high-quality complex industrial products and medical devices.

## ARTICLE 2

### SUBJECT OF AGREEMENT

1. The subject matter of this Agreement is the commitment of Sender to provide a material to Recipient and specification of related rights and obligations.

## ARTICLE 3

### RIGHTS AND OBLIGATIONS OF PARTIES

1. Sender shall deliver the material to Recipient in person through its employee. Provision of the material shall be confirmed by an acceptance protocol signed by both Parties.

2.



3. Recipient is obliged to store the provided Material in a manner that avoids its damage and/or devaluation, considering its character defined in the provisions of this Agreement and arising from its physical and chemical characteristics.
4. If the provided Material is protected by intellectual property rights of the Sender, Recipient is entitled to use it only in a way that does not interfere with such rights. Sender is obliged to notify the Recipient about the existence of the intellectual property rights before the transfer of the Material.
5. Recipient undertakes to use the Material for the purpose of production of dental implants and realization of preclinical and clinical tests on the produced implants (the “**Purpose**”).

Sender grants a non-exclusive, non-transferable, revocable right to use the Material only for the purposes indicated herein. Recipient acknowledges that Sender does not grant any license to commercial use of the Material. If Recipient desires to use or license the Material for commercial purposes, Sender shall negotiate in good faith the terms of a commercial license. It is understood by Recipient that Sender shall have no obligation to grant such a license to the Recipient.

Recipient is also not authorized to carry out methods of reverse engineering on the Material.

6. Recipient shall in principle use all Material provided by Sender for its activities under the Purpose. Should there be any Material left after Recipient has conducted its activities under the Purpose, Recipient shall return the remaining Material to Sender.
7. Recipient shall provide all results obtained during the realization of activities under the Purpose to Sender.
8. Sender shall have the right to dispose of the results obtained during the realization of activities under the Purpose (the “**Results**”) at its own discretion, unless the Parties agree otherwise in writing.  
Sender may publish a paper which refers to the Results without the prior consent of Recipient. Sender undertakes to name Recipient and the relevant employees as a cooperator in any such publication.
9. Sender has agreed with Recipient on provision of the Material free of charge.

## **ARTICLE 4**

### **LIABILITY FOR DAMAGES**

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1. The Material provided is experimental in its nature and it is transferred without any kind of warranty, express or implied, including but not limited to commercial warranties or fitness for a particular purpose. Sender makes no representations regarding the non-infringement of any patent, copyright or any other proprietary rights of a third party by the Material. Unless otherwise expressly stated in this Agreement, Recipient has no rights over the Material.
2. Sender shall not be liable for any damages arising from the use of the Material by Recipient and/or its employees. Upon delivery of the Material, the Recipient shall indemnify and hold the Sender harmless for any loss, claim, damage or liability, which may arise from the use, handling, storage or disposal of the Material by the Recipient and/or its employees unless loss, claim,

damage or liability arises due to negligence or willful misconduct of the Sender.

## ARTICLE 5

### TERMINATION OF AGREEMENT

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1. This Agreement terminates by a written agreement of the Parties or by withdrawal from the Agreement by any of the Parties.
2. In case of agreement of the Parties, the Agreement terminates on the date defined in this agreement (the “**Agreed Termination Day**”). In this agreement, at the Agreed Termination Day, all mutual claims of the Parties arisen from fulfillment of obligations or their breach by other Party shall be specified.
3. Sender is entitled to withdraw from the Agreement in the case of interference with the Sender’s intellectual property rights by Recipient on the Material provided in terms of Article 3, Paragraph 4 of the Agreement.
4. Recipient is entitled to withdraw from the Agreement if Sender provides the Material not corresponding to defined specifications in terms of Article 3, Paragraph 2 of the Agreement.

## ARTICLE 6

### COMMON AND FINAL PROVISIONS

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1. Relations of Parties established by this Agreement, if the Agreement does not specifically stipulate, shall be governed by the provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, and other legal regulations of the Slovak Republic.
2. Each amendment or supplement of this Agreement must be performed in the form of numbered written amendments, which must be signed by both Parties.
3. This Agreement shall be executed in four (4) copies, provided each of the Parties shall have two (2) copies after execution hereof.
4. This Agreement shall become valid upon its signature by both Parties. In terms of the relevant provisions of Act No. 211/2000 of the Coll. on Free Access to Information and on amendments to certain laws (Freedom of Information Act), as amended, mandatory publication in the Central Register of the Agreements governed by the Government Office of the Slovak Republic relates to the Agreement. The Agreement is defined in terms of §47a Paragraph 1 of the Civil Code being effective on the day following after its publication in this Register.
5. In the case some of the provisions of this Agreement become invalid, validity of the remaining provisions shall remain unaffected. If this situation occurs, Parties agree in writing on solution that shall retain the context and purpose of the provision.
6. This Agreement is governed by and expressed in terms of the laws of the Slovak Republic. Any disputes on the interpretation shall be solved by the mutual agreement of the Parties. If such agreement does not come and/or in case of the breach of this Agreement, any Party shall be entitled to file a motion to initiate proceeding with a competent court.
7. Parties declare that this Agreement constitutes free and serious expression of their will that is

certain and clear, it is not executed in pressure due to notably disadvantageous conditions, and as a sign they execute it.

*In Bratislava dated .....*

*In Trnovec Bartolovečki dated.....*

Marko Varga, director

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Sender

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Recipient