

MEMORANDUM OF UNDERSTANDING
for Cooperation and Research in the field of Graphene
Transaction Code: SAV-STU-WTP-EDB-012019

MEMORANDUM OF UNDERSTANDING

Hereinafter as MoU

between the partners

Partner: **Slovak Academy of Sciences**

Head Office: Štefánikova 49, 814 38 Bratislava, Slovak Republic

Legal representative: prof. RNDr. Pavol Šajgalík, DrSc. - President

Type of organization: Public research institution

Legal ID: 00037869

Tax ID: SK2020844914

Hereinafter as: **SAV**

and

Partner: **Slovak University of Technology**

Head Office: Vazovova 5, 812 43 Bratislava, Slovak Republic

Legal representative: Mr. prof. Ing. Miroslav Fikar, DrSc. - Rector

Type of organization: Public university

Legal ID: 00397687

Tax ID: SK2020845255

Hereinafter as: **STU**

and

Partner: **World Technology & Partners**

Head Office: Via Trevano 97, CH-6904 Lugano, Switzerland

Legal representative: Dott. Alberto Bradanini - CEO

Type of organization: Private company – joint stock company

Legal ID: CHE-496.279.265

Hereinafter as: **WTP**

and

Partner: **EURO DRUŽSTVO BRATISLAVA (EDB)**

Head Office: Sabinovská 10, 821 02 Bratislava, Slovak Republic

Legal representative: Ing. Július Olšiak CSc - CEO

Type of organization: Private company – cooperative

Legal ID: 44868189

Tax ID: SK2022856792

Hereinafter as: **EDB**

All together hereinafter as: **Partners**

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PREAMBLE

Partners agreed to cooperate with each other to promote research and business development activities and development of corporations through close cooperation and mutual understanding and entered into a memorandum of understanding (hereinafter called "MOU") for mutual research, application, production, and business cooperation in the field of Graphene

WHEREAS

Slovak Academy of Sciences (SAV) has a highly professional team, technical and technological equipment and many years of experience in research, development and their applications, necessary to meet the objectives of this MoU.

WHEREAS

Slovak University of Technology (STU) has a highly professional team, technical and technological equipment and many years of experience in research, development and their applications, necessary to meet the objectives of this MoU.

WHEREAS

World Technology & Partners (WTP) the academy has a highly professional technical and technological equipment and also the experience by the production of the Graphene with high quality, necessary to meet the objectives of this MoU.

WHEREAS

Eurodružstvo Bratislava (EDB) has a highly professional team and many years of experience in the finance and applications of new technologies, necessary to meet the objectives of this MoU.

Partners declare that they are prepared willing and able to fulfil all their commitments and obligations as agreed in this MoU. Partners also declare that they will do everything possible to create a scientific-research and development centre in Slovakia for using of Graphene.

1. OBJECTIVES OF THIS MoU

1. Objectives in the field of Research, Development and also Application of the common results reached through the activity under this MoU are as follows:

- 1.1.** Research and Development generally in the field of Graphene.
- 1.2.** Research and Development of the new composite material or another kind of new materials using Graphene as the basic material.
- 1.3.** Application and use of these new materials in various sectors of industry.
- 1.4.** Research and Development of the new materials for any kind of water filtration with the objectives to maximizing the elimination of harmful substances from wastewater.
- 1.5.** Application and use of these new materials in various sectors of industry and also generally for environmental protection.
- 1.6.** Any other common activity agreed between all contracting parties.

2. OTHER OBJECTIVES OF THIS MoU

- 2.1.** All contracting Parties will prepare and sign the Executive Agreement for future cooperation based on the provisions of this MoU.
- 2.2.** All contracting Parties have the interest to participate also on the application and/or production of the results reached through the activity under this MoU.

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2.3. For each paragraph/point concerning Article 1 (OBJECTIVES OF THIS MoU) a new agreement or several agreements may be signed, which may include the incorporation of other companies or research institutions, both Slovak and foreign, to obtain of the desired results.

3. APPLICABLE LAW

3.1. This MoU shall be governed by and construed in accordance with the laws of the Slovak Republic.

3.2. The Partners acknowledge that its implementation is dependent on their will. The implementation of the MoU shall give priority to agreements and negotiations. The provisions of the MoU are not enforceable through the courts, arbitration or other means.

4. OTHER PROVISION

4.1 Confidentiality

Any information pertaining to either Party's business to which the other Party is exposed as a result of the relationship contemplated by this MoU shall be considered to be "Confidential Information." Neither Party may disclose any Confidential Information to any person or entity, except as required by law, without the express written consent of the other Parties.

4.2 Severability

If any part or parts of this MoU shall be held unenforceable for any reason, the remainder of this MoU shall continue in full force and effect. If any provision of this MoU is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

4.3. Notice

Any notice or the Annex to this MoU required by anyone of the contracting Parties or otherwise given pursuant to this MoU shall be in writing form and send by E-Mail, certified return receipt requested, postage prepaid, or delivered by the courier or another kind of delivery service.

4.4. Costs

Each Party of this MoU shall bear its own costs in relation to the implementation of the subject matter of the MoU.

4.5. Force and effect

The MoU shall enter into force on the date of its signing by all Parties and shall take effect on the day following its publication in the Central Register of Contracts pursuant to Section 47a of Act no. 40/1964 Coll. Civil Code, as amended.

4.6. Time period

The MoU is concluded for an indefinite period of time and may be terminated at any time by either Party, with the expiry of the MoU in 15 days after the written notice has been delivered to the address of the other Party to the MoU.

4.7. Entire Agreement

This MoU constitutes the entire agreement between all contracting Parties and supersedes any prior understanding or representation of any kind preceding the date of this MoU.

There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this MoU.

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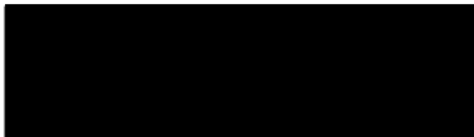
IN WITNESS WHEREOF,

the parties have read this MoU, they agree with the text of this MoU and they sign it without reservations.

SIGNATURES

(Signatures by the conditions of the Company Register)

In Bratislava, on October 16, 2019



SAV

prof. RNDr. Pavol Šajgalík, DrSc.
President



In Bratislava, on October 16, 2019

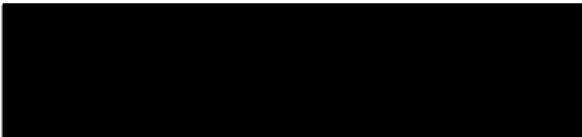


STU

Prof. Ing. Miroslav Fikar, DrSc.
Rector



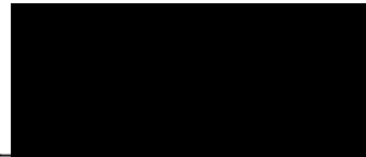
In Lugano, on October 16, 2019



WTP


Dott. Alberto Bradanini
CEO

In Bratislava, on October 16, 2019



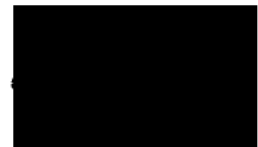
EDB

Ing. Július Olšiak, CSc.
CEO



EDB

Mgr. Martin Olšiak
Board Member



END OF THE DOCUMENT

