

ZÁKLADNÉ INFORMÁCIE O ZMLUVE UZAVRETEJ PODĽA INÉHO AKO SLOVENSKEHO PRÁVNEHO PORIADKU¹

1. Rozhodné právo: Rakúske právo

2. Zmluvné strany:

2.1STU Bratislava.....
názov/obchodné meno

.....Radlinského 9, Bratislava, Slovensko...
sídlo/štát

.....00397687.....
IČO/registrácia

2.2Enzyme Consult GmbH.....
názov/obchodné meno

.....Schillerstrasse 26a Giesshubl, Rakúsko.....
sídlo/štát

2.3Tegaferm Holding GmbH.....
názov/obchodné meno

.....Zukunftsweg 4, Siegendorf, Rakúsko.....
sídlo/štát

3. Typ zmluvy: Zmluva na výskum

4. Predmet zmluvy: mlčanlivosť, odmena za výskumnú prácu, podmienky platieb, vymenovanie zodpovednej osoby

5. Cena: uvedená v bode 3

6. Doba zmluvy: 3 mesiace

¹§ 853 ods. 3 Občianskeho zákonníka, § 771c Obchodného zákonníka

7. Záručná doba:

7.1 nie je dohodnutá

8. Zmluva vyhotovená vanglickom..... jazyku

je neoddeliteľnou súčasťou tejto informácie a nasleduje za jej textom.

VBratislave..... dňa07.03.2024.....

RESEARCH CONTRACT

entered into on the day stated below between
Enzyme Consult GmbH, Schillerstraße 26a, 2372 Gießhübl, AUSTRIA, as client
hereinafter referred to as "EC" and represented by its president Theodor Gams,

and

togaferm Holding GmbH, Zukunftssweg 4, 7011 Siegendorf, AUSTRIA, as client
hereinafter referred to as "TF", and represented by its CEO Christian Braunschier,

and

Slovak University of Technology in Bratislava, Vazovova 5, 812 43 Bratislava, SLOVAKIA
represented by the unit Faculty of Chemical and Food Technology (STUBA)
Radlinského 9 812 37 Bratislava, SLOVAKIA as contractor
hereinafter referred to as "STUBA" and represented by its dean prof. Ing. Anton Gatál.

hereinafter jointly referred to as "Parties", enter into the following agreement.

§ 1 CONFIDENTIALITY

STUBA and EC have, on 11.12.2023 signed a confidentiality agreement, which is to serve as addendum to this contract and shall be integral part of this research contract.

§ 2 DETAILS of the RESEARCH WORK to be carried out

STUBA team under the supervision of dr. Aleš Ház (technical contact person for this contract) will work on an evaluation, which of the following raw materials

- a. two Kraft pulps of different quality, one for Mondi-Ruzomberok and one from Bukoza
- b. SO₂ free cooking liquor ex Delfort CZ and
- c. Ca-lignosulfonate from Borregaard

can best - technically and economically - be used for the production of a hydrogel, similar in water binding capacity to ECO-GEL (Agrobiogel) produced from lignosulfonate.

Suitability of raw materials will be checked both after lignin extraction and/or only simple pH changes before laccase use in the process.

The time for the evaluation is estimated to take not more than three months, and either Mrs. Vitkova of TF or Mr. Gams of EC will be allowed to visit the staff at your laboratories occasionally. All materials for the evaluation including laccase provided by EC are available.

§ 3 STAFF and REWARD for scientific works

Bachelor student:	€ 10,00 per hour of work, well documented
PhD student:	€ 15,00 per hour of work, well documented
Monthly fee:	€ 700,00 covering management of trials, consulting, supervision, use of equipment, basic analyses and chemicals.

§ 4 INVOICES and PAYMENTS

STUBA will invoice 50 % to TF and EC on a monthly basis together with the staffs work protocol, and both TF and EV will pay 14 days after date of invoice.

Addendum will be attached and may be subject to changes.

Gießhübl,2024

Enzyme Consult GmbH

Siegenderhof,2024

tegaferm Holding GmbH

Theodor Gams, president

Christian Braunshier, CEO

Bratislava,2024

Slovak University of Technology in Bratislava,
Faculty of Chemical and Food Technology (STUBA)

prof. Ing. Anton Gatial, DrSc.



Enzyme Consult GmbH
Schillerstr. 26 a, 2372 Gießhübl bei Wien
Österreich / Austria

Telefon +43 / 2236 / 205189
Telefax +43 / 2236 / 205189-89
E-mail office@enzyme-gams.com
Geschäftsführerin Monika Gams
FN 478195 d Landesgericht Wiener Neustadt
UID ATU 72686701

CONFIDENTIALITY AGREEMENT No.2

entered into on the day stated below between

Enzyme Consult GmbH, Schillerstraße 26a, 2372 Gießhübl, AUSTRIA, as client
hereinafter referred to as "EC" and represented by its president Theodor Gams,

and

togaferm Holding GmbH, Zukunftsweg 4, 7011 Siegendorf, AUSTRIA, as client
hereinafter referred to as "TF", and represented by its CEO Christian Braunschier,

and

Slovak University of Technology in Bratislava,
Vazovova 5, 812 43 Bratislava, SLOVAKIA
represented by the unit
Faculty of Chemical and Food Technology
Radlinského 9, 812 37 Bratislava, SLOVAKIA
hereinafter referred to as "STUBA"

hereinafter referred to individually as "Party" and jointly as "Parties".

The Parties have certain technical information relating to enzymatic synthesis of lignosulfonate hydrogels as water storage and slow agrochemical release systems and films ("Information"), which is of a highly confidential nature and a valuable asset of each party.

The Parties are interested in examining and sharing the Information in order to determine any mutual interest in performing collaborative research in this area.

As a condition of access to the Information, the parties agree as follows

1. All processes, designs, discoveries, inventions, computer programs, trade secrets, concepts, writings, patents or patent applications made available to the receiving Party, which were provided by the disclosing Party shall be, and remain the property of, the disclosing Party. Confidential Information shall be in writing, or if transmitted verbally, summarized in writing within 30 days of the verbal disclosure.
2. The receiving Party agrees that it will hold the information in trust and confidence and will not use the Information for any purpose whatsoever other than for evaluation purposes and the receiving Party shall not disclose the information to any person other than its employees who need to know the Information.

The receiving Party shall not make copies of the Information without consent of the disclosing Party.

3. The receiving Party agrees to assume the responsibility of acquiring and enforcing an Agreement with each of its employees who have access to any part of the Information to hold the Information confidential.
4. The receiving Party's obligations regarding the Information shall begin as of the date of this Agreement and continue for a five year period.
5. The receiving Party's obligations regarding the Information shall not apply to information which can be demonstrated by the receiving Party to have been:
 - a. already known to the receiving Party prior to its disclosure;
 - b. which is or becomes publicly available through no fault of the receiving Party;
 - c. which is rightfully received by the receiving Party from third parties;
 - d. which is independently developed by the receiving Party, or
 - e. which is approved in writing by the disclosing Party for the receiving Party to release.
6. In the event that the Parties decide not to develop the subject matter of the Information, or a suitable Agreement cannot be reached between the Parties, at the request of the disclosing Party, the receiving Party shall deliver up any and all material placed in its possession pursuant to this Agreement, except for a copy for the purpose of securing evidence. The covenants of the receiving Party shall continue for the balance of the five year period notwithstanding the return of the Information.
7. Modifications of or amendments to this Agreement shall be made in writing; this shall also apply to an abolishment of the formal requirement of written form.
8. If any provisions of this Agreement are or become legally ineffective in whole or in part, the validity of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by law, the ineffective provisions shall be replaced by regulations which come as close as possible to the intention the Parties had or would have had if they had considered ineffectiveness of the regulation. The same shall apply in the case of gaps.
9. This Agreement, including the issue of whether it was validly concluded, nullity and its precontractual and post-contractual effects, shall be governed by Austrian law, and the conflict of laws rules of private international law shall be excluded. The place of jurisdiction shall be Vienna.
10. The English version of the wording of the Agreement shall be decisive for interpretation of the same.

Bratislava, 11.12.2023

Enzyme Consult GmbH

Dipl.-Ing. Theodor Gams, president

Siegenderdorf, 16.01.2024

tegaferm Holding GmbH

Christian Braunshier, CEO

Bratislava, 17.01.2024

Faculty of Chemical and Food Technology

prof. Ing. Anton Gatial, DrSc., dean