

# Material Transfer Agreement

concluded pursuant to §269 Sec. 2 of Act No. 513/1991 Coll., the Commercial Code, as amended

Name: **Centrum pre využitie pokročilých materiálov SAV, v. v. i.**  
("Centre for Advanced Materials Application SAS")  
Seat: Dúbravská cesta 5807/9, 845 11 Bratislava, Slovak Republic  
ID: 50976044  
Statutory body: doc. Ing. Miroslav Hnatko, PhD., Director  
(hereinafter referred to as "**Sender**")

and

Name: **EA Consulting Services**  
Seat: 464B Clementi Avenue 1, 122464 Singapore  
ID: UEN 53306558E  
Statutory body: Ing. Robert Sabaka, Director  
(hereinafter referred to as "**Recipient**")

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

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

## ARTICLE 1

### INITIAL PROVISIONS

1. The Sender is a scientific-research institution established and existing according to the laws of the Slovak Republic.
2. The Recipient is a consulting firm established and existing under the laws of the Republic of Singapore.

## ARTICLE 2

### SUBJECT OF AGREEMENT

1. The subject matter of this Agreement is the commitment of Sender to provide the material to Recipient, Recipient's obligation to cover the costs associated with the transfer of the material and specification of related rights and obligations.

## ARTICLE 3

### RIGHTS AND OBLIGATIONS OF PARTIES

1. The Sender shall prepare the material for collection by the Recipient under EXW Centre for Advanced Materials Application SAS INCOTERMS 2020 promptly upon this Agreement becomes effective.
2. Material which is the subject of this Agreement has the following description and character:

- a. CEMEA10 (described in more detail in the priority slovak patent application PP50006-2025, title: "Method for Electrochemical Cleaning and Polishing of Stainless Steel"); specifically, the Material is 200l liquid electrolyte (the "**Material**").
3. Recipient is obliged to store the provided Material in a manner that avoids its damage and/or devaluation, considering its physical and chemical characteristics as stated in the Safety Data Sheet (SDS) and its character defined in the provisions of this Agreement.
4. The provided Material is protected by the Sender's intellectual property rights. The Recipient shall use the Material solely in a manner that respects and does not infringe upon such rights.
5. Recipient undertakes to use the Material for the purpose of providing it for testing company in the Republic of Singapore to perform tests on site of the testing company to technically and commercially evaluate the usage and applicability of eco-friendly electro polishing with the use of the Material.

Sender grants the Recipient 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.

Recipient and testing company are not authorized to carry out methods of reverse engineering on the Material.

As the Purpose will be carried out by a third party, the Recipient shall be entitled to provide the Material to such third party, provided that prior to doing so, the Recipient: i) enters into a material transfer agreement with the third party containing terms at least as strict as the terms of this Agreement, ii) provides a copy of the concluded material transfer agreement to the Sender, and iii) obtains the Sender's prior written consent to the provision of the Material.
6. Recipient shall in principle use all Material sent 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 properly destroy such left Material. Recipient shall not be under any obligation to return any Material to Sender.
7. Recipient undertakes to cover the costs associated with the transfer of the Material.

## **ARTICLE 4**

### **LIABILITY FOR DAMAGES**

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 represents and warrants that it owns or has the legal right to provide the Material and that, to the best of its knowledge, the use of the Material as provided does not infringe any patent, copyright, or other proprietary rights of a third party. Unless otherwise expressly stated in this Agreement, Recipient has no rights over the Material or any of its compounds.
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

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

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. The Parties take note that pursuant to relevant provisions of Section 5a of Act No. 211/2000 Coll. on Free Access to Information and Amendments of Some Acts (The Freedom of Information Act) as amended, this Agreement is a mandatorily published contract, which is published in the Central Register of Contracts of the Government Office of the Slovak Republic.
5. This Agreement shall become valid on the day of its signing by both Parties and shall take effect on the day following the day of its publication in the Central Register of Contracts of the Government Office of the Slovak Republic. Sender undertakes to ensure the publication of this Agreement without undue delay after its signing by both Parties.
6. In the event that any provision of this Agreement shall be or becomes invalid, ineffective and / or unenforceable, this shall not affect the validity, effectiveness and / or enforceability of the other provisions of the Agreement, unless the nature of such provision precludes it under generally binding legislation. At the same time, the Parties have agreed that, following the meaning of the provision in question, they will replace it with a new provision, the content of which will correspond as much as possible to the will of the Parties at the time of the conclusion of this Agreement.

7. 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 mutual agreement of the Parties. If such agreement does not come, all disputes shall be resolved in accordance with Slovak substantive and procedural law before the competent court of the Slovak Republic.
8. 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, on .....*  
Centrum pre využitie pokročilých materiálov  
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doc. Ing. Miroslav Hnatko, PhD.,  
Director

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