

MATERIAL TRANSFER AGREEMENT N° 20 241 457

This Material Transfer Agreement (the “Agreement”) concluded pursuant to Section 269 (2) of the Act No. 513/1991 Coll. Commercial Code, as amended and is made by and between

UPL Slovakia s.r.o.

having its seat at Komárňanská ulica 16 Nove Zamky 940 76, Slovak Republic
company ID No.: 36 551 066

Registered with the Commercial Register of the District Court in Nitra, Section: Sro, insert No.: 13663/N

Represented by: Ing. Ján Beňovský, CEO
(hereinafter referred to as: “**UPL SK**”)

and

Natural Plant Protection SAS

having its head office at Route d’Artix BP80 64150 Nogueres, France
company ID No.: RCS 391 588 571

Registered with the Commercial Register of Pau, France

Represented by: Guilhem de Gaillard, President
(hereinafter referred to as: “**NPP SAS**”)

and

NÁRODNÉ LESNÍCKE CENTRUM

having a principal place of business at T. G. Masaryka 2175/22, 960 01 Zvolen, Slovak Republic
ID No.: 42001315

Registered with the Ministry of Agriculture and Rural Development of the Slovak Republic

Represented by: Ing. Peter Balogh, PhD. General Director

Person responsible for Agreement fulfilment: Ing. Michal Lalík

The Agreement is registered by the organization under: 306/NLC/2020

(hereinafter referred to as: “**Recipient**”).

UPL SK, NPP SAS and Recipient shall individually be referred to as a “Party” and collectively as the “Parties.”

1. **Term.** The term of this Agreement (“Term”) shall begin on the Effective Date and shall continue thereafter for a period of twelve (12) months, unless extended by mutual written agreement or earlier terminated as provided herein.
2. **Material.** “Material” means that material identified as: *Beauveria Bassiana* strain 147 and *Beauveria bassiana* strain NPP111B005 under all their forms; both deposited at the National Collection of Cultures of Microorganisms (CNCM) in France, an international depositary authority under the Budapest Treaty.
3. **Purpose.** Material is provided solely for the research purpose specifically identified as screening of efficacy to control *Ips typhographus* and *Hylobius abietis* in lab and in forests alone or in combination with semiochemical compounds according to a protocol agreed by each Party before the start of bioassays and trials (the “Purpose”). Recipient agrees to use the Material and the results of all research using the Material solely for the Purpose in the

Slovak Republic during the Term. Recipient shall not distribute or release Material to any third party without the express written permission of NPP SAS. Recipient shall notify NPP SAS promptly upon receipt of the Material in accordance with instructions from NPP SAS. Recipient shall ensure that the receipt, use, maintenance and disposition of the Material will be conducted in strict accordance with all appropriate local, state and federal laws, regulations, and guidelines.

4. **Ownership.** All Material shall be owned by NPP SAS. Unless allowed under the Purpose, Recipient shall not analyze or disassemble any Material provided by NPP SAS pursuant to this Agreement, nor shall Recipient allow a third party to analyze or disassemble or have access to such Material, without prior written permission from NPP SAS.
5. **Research Results.** Recipient agrees to promptly provide copies of Research Results to UPL SK and NPP SAS for use by UPL SK and NPP SAS. Unless allowed under the Purpose, Recipient agrees to not disclose the results of all research using the Material to third parties or utilize such results in support of any patent application or pesticide registration, or otherwise make commercial use of such results, without the prior written consent of UPL SK and NPP SAS.
6. **Intellectual Property.** This Agreement does not constitute a license to any proprietary material or intellectual property owned or controlled by NPP SAS or its affiliates (including without limitation the Material) to commercialize the Material or any products containing the Material or derivatives thereof. Any developments, discoveries, inventions or improvements, whether patentable or not, relating to information provided to Recipient by or on behalf of UPL SK and NPP SAS (including without limitation the Material and Confidential Information), or resulting from the research by Recipient contemplated hereunder or the Purpose (collectively, the “Developments”), shall be the exclusive property of UPL SK and NPP SAS and are hereby transferred and assigned to UPL SK or NPP SAS. Recipient shall promptly report all Developments to UPL SK and NPP SAS, shall not disclose Developments to third parties unless otherwise agreed to in writing by UPL SK and NPP SAS and shall cooperate with UPL SK and NPP SAS to sign all necessary documents consistent with this Agreement. The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.
7. **Confidential Information.** In the event that any information regarding the Materials or otherwise relating to this Agreement which is marked as confidential or, if disclosed orally, is identified as confidential at the time of disclosure (“Confidential Information”) is disclosed by or on behalf of either Party to the other Party under this Agreement, the receiving party agrees to use such Confidential Information only for the Purpose and not to disclose such Confidential Information to any third party without written consent of the disclosing party. However, this Agreement shall not affect the receiving party's rights to use or disclose information which:
 - a) is or may hereafter be publicly available through no wrongful act of receiving party;
 - b) receiving party can prove was known to it prior to the disclosure by disclosing party;
 - c) is disclosed to receiving party by a third party subsequent to disclosure by disclosing party without obligation of confidentiality;
 - d) is or may hereafter be disclosed by disclosing party to a third party without restrictions on disclosure or use;
 - e) is independently developed by receiving party without reference to or use of disclosing party's Confidential Information;

- f) is required to be disclosed pursuant to governmental or judicial process, provided that the notice of such process is promptly provided to disclosing party in order that it may have every opportunity to intercede in such process to contest such disclosure; or
- g) disclosing party agrees in writing that receiving party may disclose.

The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.

8. **LIABILITY AND DISCLAIMERS.** Recipient shall be responsible for any claims or liabilities whatsoever that may arise from Recipient's own acts in the performance of this Agreement. NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES OF ANY NATURE WHATSOEVER INCURRED OR SUFFERED BY THE OTHER PARTY OF AN INDIRECT OR CONSEQUENTIAL NATURE INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS OR OTHER LOSS OF MANAGEMENT OR EMPLOYEE TIME, TURNOVER, PROFITS, BUSINESS OR GOODWILL. RECIPIENT ACKNOWLEDGES THAT THE MATERIALS ARE OF AN EXPERIMENTAL NATURE AND ARE PROVIDED "AS IS." UPL SK AND NPP SAS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND UPL SK AND NPP SAS SHALL HAVE NO LIABILITY IN RESPECT OF ANY MATERIALS PROVIDED TO RECIPIENT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.
9. **Termination.** Upon expiration or earlier termination, Recipient shall discontinue its use of the Material and Recipient shall properly dispose of Material (or, upon request by UPL SK or NPP SAS, return said Materials to NPP SAS) and upon written request shall provide written certification that all Material has been returned or destroyed. Termination of this Agreement shall not prejudice or affect a right or action that has accrued to either Party prior to termination.
10. **General.** The failure of any Party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to later enforce such provision. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be affected, shall be given full force and effect, and shall be enforceable to the fullest extent permitted by law. This Agreement shall be governed by, and construed in accordance with, the laws of Slovak Republic. Any litigation/proceedings, if not solved peacefully, with respect hereto shall be conducted in front of the competent courts of Slovak Republic. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the Parties unless made in writing and signed by each Party. Neither Party shall be entitled to assign this Agreement to any third party without the prior written consent of remaining Parties. The signatories hereto warrant and represent that they have the competent authority on behalf of their respective organizations to enter into the obligations of this Agreement.
This Agreement will be published according to Article 5a of the Act no. 211/2000 Coll. on the Free Access to Information, as amended. The Parties agree that this Agreement will be published in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic.

The Agreement shall become valid as of the date of its signing by the Parties and shall enter into effect (Effective Date) on the date following the date of its publication in the Central Register of Contracts of the Office of the Government of the Slovak Republic in accordance with the Act No.40/1964 Coll. Civil Code, as amended, and the Act No. 211/2000 Coll. Of Laws on Free Access to Information, amending certain acts, as amended.

The Parties hereby declare and acknowledge that they have read this Agreement and they confirm by signatures that this Agreement manifests their free will.

ACCEPTED AND AGREED TO:

NÁRODNÉ LESNÍCKE CENTRUM

By:

Name: Peter Balogh

Title: General Director

UPL Slovakia S.R.O

By:

Name: Ján Benovský

Title: CEO

NPP SAS

By:

Name: Guilhem de Gaillard

Title: President