

AGREEMENT ON PROVISION OF SERVICES (further referred to as “Agreement”)

This Agreement is made on March 25, 2013

BETWEEN

Centrum vedecko-technickych informacii SR

(Slovak Centre of Scientific and Technical Information)

represented by: prof. Jan TURNA, PhD., director

Lamacska cesta 8/A, 811 04 Bratislava,

SLOVAK REPUBLIC

(further referred to as “Contractor”)

and

Standley Law Group LLP

represented by: Jeffrey C. Norris

6300 Riverside Drive

Dublin, Ohio 43017

USA

(further referred to as "Service Provider"),

collectively referred to as "Parties".

RECITALS

Service provider, by its Engagement letter dated on March 18, 2013, expressed its willingness to provide Contractor with services (“Services”) defined hereafter related to intellectual property law needs of the Contractor.

The Contractor wishes to be provided with Services specified hereafter by the Service Provider and the Service Provider agrees to provide Services to the Contractor under the terms and conditions of this Agreement.

1. KEY TERMS

1.1. Subject of the Agreement

The Service Provider shall provide following Services to the Contractor in accordance with the terms and conditions of this Agreement:

Provision of US and PCT filing of invention “A Simple Electrochemical Method of a LiFeAs Superconductor Preparation” commonly developed by Ohio State University (“OSU”) and Technical University in Kosice (“TUKÉ”), and related law services.

Part of the Services provision is payment of initial US and PCT filing costs by the Service Provider in full amount.

The Service Provider obliges itself to list following assignees in patent application:

- Ohio State University
- Technická univerzita v Kosiciach (*Technical University in Kosice*)
- Centrum vedecko-technických informácií SR (*Slovak Centre of Scientific and Technical*),

in compliance with the Inter-Institutional Agreement signed between TUKE and OSU.

1.2. Delivery of Services

- a) **Start date:** The Service Provider shall commence the provision of Services upon execution of this Agreement.
- b) **Completion date:** The Service Provider shall complete provision of Services upon completing US and PCT filing process and related services.

1.3. Price

The final price for the provision of Services defined within this Agreement will depend on actual (real) filing costs and related costs of Service Provider necessary for successful completion of US and PCT applications' filing. Total costs have been estimated by the Service Provider in amount of **\$ 12,900 (twelve thousand nine hundred US dollars)**, VAT included ("Price").

1.4. Payment

The Service Provider requires an advance payment ("Retainer") to be paid by Contractor in full estimated amount, i.e. \$ 12,900.

Contractor agrees to pay to Service Provider the Retainer in amount of \$ 12,900.

Parties agree the Retainer to be paid by Contractor by the bank transfer till March 31, 2013, upon the Invoice made out by the Service Provider at its earliest convenience after execution of this Agreement. The Invoice shall contain at least the following:

Contractor's data:

Centrum vedecko-technických informácií SR
 Lamacská cesta 8/A, 811 04 Bratislava, Slovak Republic
 ICO: 00 151 882, IC DPH: SK2020798395

and Invoice date; Due date; Amount to be paid; Invoice subject; Bank account where the money shall be transferred, incl. Bank identification (name, address).

Parties furthermore agree that in case the actual costs under this Agreement are less than Retainer paid by the Contractor (\$ 12,900), any excess money will be credited toward future work on respective applications (i.e. responding to office actions, etc.)

2 GENERAL TERMS

2.1 Warranty

The Service Provider represents and warrants that:

- a) it will perform Services with reasonable care and skill; and
- b) Services and Materials provided by the Service Provider to the Contractor under this Agreement will not infringe or violate any intellectual property rights or other rights of any third party.

2.2 Limitation of liability

- a) Subject to the Contractor's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b) To the extent it is lawful to exclude the following heads of loss and subject to the Contractor's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c) Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.3 Term and Termination

- a) This Agreement shall be effective on the date following the date of publishing this Agreement in the Slovak Central Registry of Contracts according to respective law of the Slovak Republic, and shall continue, unless terminated sooner, until the Completion Date.
- b) Either Party may terminate this Agreement upon notice in writing if the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do;
- c) Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.4 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.5 Miscellaneous

- a) The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b) If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- c) Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d) This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e) This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f) Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g) This Agreement shall be governed by the laws of the jurisdiction in which the Contractor is located (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

SIGNATURES

for the Contractor
prof. Jan TURNA, PhD.
Date: March 19, 2013

for the Service Provider
Jeffrey C. Norris
Date: March 25, 2013
