

## ASSET PURCHASE AGREEMENT

This Asset purchase agreement, including the schedules thereto that are an integral part hereof ("**Agreement**") is entered into force as of 10 March 2022 ("**Effective Date**") by and between:

First party: **PATENT OWNERS**

**Below list of individuals**, acting as one party, having individual rights on the Patented technology described in Annex 1 of this Agreement:

- a. Costantino Tomasi, Address: Via Firenze 21 - Soletto (LE) 73010 - ITALY, Fiscal No.: TMSCTN84T03D8620
- b. Paolo Pendenza, Address: Via Sotto Samonte, 25 - Borgo Valsugana (TN) 38051, Fiscal No.: PNDPLA64H12L117J

Second party: **VextaChem**

**VextaChem Srl**, a legal entity established under laws of Italy, having its registered address at Piazza Bruno Buozzi 9, Sc B, Latina, 04100

Patent Owners and VextaChem are hereafter referred to individually as a "**Party**" and collectively as the "**Parties**" as the context may require.

**WHEREAS**, VextaChem wishes to acquire Patent Owners' Patented technology related asset ("Asset") for its business purposes. Patent Owners are willing to divest to VextaChem the Asset.

**NOW THEREFORE**, the Parties agree as follows:

### 1. DEFINITIONS

#### 1.1 In this Agreement:

**Affiliates** means any corporation, company or other entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under the common control by a Party. For purposes of this definition "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract, or (iii) otherwise.

**Agreement** has the meaning set out on the first page of the Agreement.

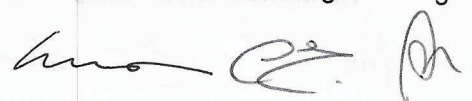
**Asset** means:

- 1) The patented technology listed in **Schedule 1** of this Agreement; and
- 2) Any information available to the Patent owners, related to such patented technology that is relevant for its technical and regulatory development, including Studies, Studies results, and for its Registration and Commercialization of patented technology in particular but not limited to all information on any samples and formulations produced using the patented technology (including Samples) and all related technical data and information which is linked or derives from such patented technology, Know-How and the list of all material, means and equipment necessary for the transfer, receipt, maintenance, storage and use of samples produced using such patented technology; and
- 3) Unrestricted and exclusive Intellectual Property and Commercial Development rights on such patented technology and other Material (including the patents referred to in **Schedule 1**); and
- 4) The right to own and develop other Patent Owner's patented technologies correlated to the patented technology, and which is developed during a collaboration between Patent owners and VextaChem.

**Assignment** has the meaning provided in Clause 2.1.

**Authorized Collaborator** means any provider and consultant, including any VextaChem Affiliate, used by VextaChem in the context of the carrying out of technical and commercial development of the patented technology and related Studies.

**Commercialization** and **Commercialize** mean any and all activities, including amongst others: research and development, necessary or desirable to realize commercial sales or licensing of Purchased Material, including using, manufacturing, licensing, distributing, importing, transporting, customs clearance, export, warehousing, packing, handling and delivering to customers, as well as offering for sale and sales, marketing and promoting activities and to dispose of the Asset for any further business or commercial consideration including divesting all or part of the Purchased Material.



**Confidential Information** means all information which is identified as being confidential or which must be considered as confidential given the context in which it is disclosed, and in particular information relating to a Party (its structure, organization or management) or to a Party's activities, strategies, works, products and markets, manufacturing processes, Intellectual Property, Know-How, raw materials and ingredients, draft agreements, agreements with third parties, relations with customers and Authorized Collaborators. The Material and this Agreement and previous related discussions and agreements are deemed to be Confidential Information. Patent Owners Confidential Information shall also include disclosures of the foregoing made by or on behalf of Patent Owners Affiliates or agents, research fellowships, providers or consultants of Patent Owners pursuant to this Agreement and VextaChem Confidential Information shall also include disclosure of the foregoing made by or on behalf of VextaChem Affiliates, Authorized Collaborators or other agents, providers or Authorized Collaborators of VextaChem pursuant to this Agreement.

**Control** (including, with its correlative meanings, "**Controlled by**" and "**under common Control with**") means possession, directly or indirectly, of power to direct or cause the direction of management and policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

**Effective Date** has the meaning set out on the first page of the Agreement.

**Intellectual Property** means patents, utility models, rights to inventions, rights of authorship, copyright and related rights, moral rights, trademarks and service marks, rights in trade names, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, registered and unregistered design rights, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How and trade secrets), and other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions, divisional applications, continuations, continuations-in-part, re-examinations of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist, or will subsist, now or in the future in any part of the world. The Intellectual Property rights on the Material include the patents listed in **Schedule 1**, as well as any future patent applications that Patent Owners may file in relation or alternative to the Material, subject to the terms of this Agreement and in particular Clause 5.1.

**Know-How** means confidential or non-confidential business and commercial information and techniques in any form either or not in the public domain including but not limited to information in biological materials, drawings, specifications, formulae, methods, test results, classifications studies, reports, formulations, project reports and testing procedures, theses and laboratory methodologies and books, instruction and training manuals, tables of operating conditions, market forecasts, and lists and particulars of customers and Patent Owners.

**Material** means patented technology in the phytosanitary products and their patented technology described in **Schedule 1**.

**Purchased Material** means all of the following: the Asset and all other material and information related to such patented technology, the Intellectual Property rights and Know How on such patented technology: (including the patents referred to in **Schedule 1**) and the exclusive and unrestricted rights for their commercial development in any territory or market of VextaChem' choice.

**Samples** means the samples produced by Patent Owners using the patented technology and in accordance with the specifications set out or derived from **Schedule 1**.

**Studies** mean the existing or future conduct of evaluations and/or testing of Material and/or Samples, for technical, scientific and commercial evaluation.

**Studies Results** means all results of the Studies performed on Material (published or unpublished), including all Intellectual Property and Know-How that is discovered, created and/or reduced to practice by Patent Owners, or by an Affiliate, an Authorized Collaborator or any other provider on behalf of Patent Owners or of an Affiliate, that may be suitable for VextaChem commercial development and use.

- 1.2 In this Agreement, (a) reference to Clauses or Schedules are to the clauses and schedules of this Agreement, (b) all references to the words 'include' and 'including' shall be construed without limitation, (c) a reference to writing or written includes faxes and e-mail, and (d) "day" means calendar day, "month" means a calendar month, "year" means a period of 365 days.

## 2. PURCHASE OF THE ASSET

- 2.1 Upon signature of this Agreement by Parties ("**Purchase Date**"), Patent Owners irrevocably and unilaterally assigns the ownership of all rights, including Intellectual Property rights, on the Purchased Material and related Ideas/Know how, including supporting documentation, ("**Assignment**") at the Purchase Date, and VextaChem shall be deemed to have automatically acquired an irrevocable, exclusive and unrestricted ownership right and title on the Purchased Material. As part of the Assignment, Patent Owners assigns to VextaChem all rights to own, develop and exploit the Purchased Material, on an exclusive and worldwide basis, with the possibility for VextaChem to sub-assign or transfer the rights acquired to any third party.



- 2.2 As from the Purchase Date, VextaChem shall have un-restricted right, at its discretion, to dispose the Purchased Material for any Commercialization purposes.
- 2.3 The price payable for the acquisition and transfer of the Purchased Material, including the Assignment, is set out in Clause 3.1.
- 2.4 Within 30 days from the Purchase Date Patent Owners shall provide any and all documents, including amongst others, all documents executed by relevant third parties, such as third party Patent Owners and information that are necessary or useful to (i) transfer the Intellectual Property rights on the Purchased Material to VextaChem, (ii) enable VextaChem to maintain existing patents and file any patent application connected therewith in any country, and (iii) enable VextaChem to exploit the Purchased Material including regulatory development and marketing projects, and more generally (iv) give VextaChem the full benefit of all the provisions of this Agreement. Patent Owners shall provide reasonable assistance with respect to the foregoing, including ensuring the technical and scientific support from Patent Owners, who have taken part in the study and development of the Purchased Materials as indicated in **Schedule 2** of the Agreement (Support Service).
- 2.5 As from the Assignment, the Purchased Material shall be deemed to be VextaChem's Confidential Information. Within 60 days of the Purchase Date (i) Patent Owners shall send to VextaChem any remaining Purchased Material in Patent Owners' possession or control, and (ii) the Parties shall draw up a list of the Purchased Material having been transferred as part of the Assignment. Such list shall aim to summarize the Purchased Material being purchased, but shall not be deemed to be a comprehensive description of all Purchased Material, and in particular of all relevant Know-How related to the Material being purchased. Patent Owners shall:
- (a) Keep copies and Samples of Purchased Material in its possession in order to maintain their viability, to support VextaChem' development works as per Support Service agreement as indicated in **Schedule 2** of this Agreement;
  - (b) Utilize Purchased Material Samples and Information exclusively for activity, under VextaChem authorization or collaboration for any application, and not to share them with any third party unless specifically agreed by VextaChem.
  - (c) Shall upon VextaChem's written request procure that any third party to which Patent Owners may have granted access to Purchased Material shall return or destroy all Purchased Material in their possession.
- The Parties agree that Patent Owners may hold for experimental purpose copies or samples of Purchased Material in its possession to pursue experimental activities in case agreed and directed by VextaChem, subject always to the terms agreed beforehand by the Parties in connection to such initiatives and to VextaChem directions.
- 2.6 After the Purchase Date, Patent Owners shall (i) at its own initiative, supplement and deliver any additional part of the Know-How included in the Purchased Material which is not identified in the list referred to in Clause 2.5 but which is in Patent Owners' possession or control and which Patent Owners becomes aware of after the Purchase Date, and (ii) upon VextaChem' request, deliver within 20 (twenty) days as from the receipt of such request, any additional part of the Know-How included in the Purchased Material which is not identified in the list referred to in Clause 2.5 but which is in Patent Owners's possession or control and which VextaChem becomes aware of after the Purchase Date.

### 3. PURCHASE PRICE, TERMS AND OTHER CONSIDERATIONS

- 3.1 In consideration of the Assignment, VextaChem shall pay to Patent Owners 40,000.00 € (forty thousand euros) gross payment as follows:
- (a) 80% to Costantino Tomasi equal to 32.000 € (thirtytwothousand);
  - (b) 20% to Paolo Pendenza equal to 8.000 € (eightthousand)
- 3.2 The Patent Owners require to pay on their behalf to the patent broker N&G CONSULTING SRL the 20% of the agreed total price. This payment will be deducted pro-quota from the Patent Owners' proceedings. Therefore, net payment to Costantino Tomasi will be 26.600€, 6.400€ to Paolo Pendenza, 8.000€ to N&G CONSULTING SRL.
- 3.3 In case of successful development of commercial formulation and its use in a registration process for commercial use, VextaChem would pay additional 40,000.00 € (forty thousand euros) to Patent Owners, as per quotas described in par 3.1. Patent Owners require to pay 20% of this additional payment to N&G CONSULTING SRL, as with previous article 3.2.

3.4 Compensation for Service Support to involved Inventor described in **Schedule 2**, in the amount of 1,500.00 € (one thousand five hundred euros) / month for 12 months, with possibility of annual extension by an agreement of the Parties.

3.5 VextaChem payments will be executed within 30 (thirty) days from invoice receipt, via bank transfer to Patent Owners and Patent broker account specified in the Agreement.

3.6 **No other amounts and taxes**

- (a) The amounts set out under Clause 3.1 are exclusive of VAT and any other applicable Taxes.
- (b) Term "Taxes" shall mean any and all present or future tax, levy, impost, duty, fee, deduction, charge or withholding whatsoever together with interest, penalties or charges derived therein and any deduction thereof, including all payment obligations, payroll, withholding, excise, added value, social security, sales, use, asset tax, use and occupancy, business and occupation or other tax.
- (c) Except as otherwise explicitly provided under the Agreement, the amounts set out under Clause 3.1 of the Agreement are the only amounts payable by VextaChem to Patent Owners under this Agreement.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 Each Party represents and warrants that, as of the Effective Date, during the Evaluation Period, and until the Purchase Date if VextaChem serves the Purchase Notice, it has full power and authority to carry out the actions contemplated under this Agreement, and Parties each declare, that as far as a Party is aware or should have been aware, its entry into and performance under the terms of this Agreement will not cause it to be in breach of any obligations to a third party.

4.2 Subject to mandatory law, Patent Owners represents and warrants that, as of the Effective Date, during the Evaluation Period, and until the Purchase Date if VextaChem serves the Purchase Notice:

**Quality of Material**

- (a) the information indicated in attached **Schedules**, and the information that Patent Owners shall provide in relation to the patented technology shall be, and shall remain, true, complete and accurate.

**Restrictions on use by Patent Owners**

- (b) Patent Owners shall not exploit in any manner, directly or indirectly, or on behalf of third parties, any part of the Material and related materials, and shall not allow such exploitation by third parties.
- (c) Patent Owners shall not discuss or negotiate, directly or indirectly, with any third party for the carrying out of any exploitation (including for the carrying out any joint evaluation or research and development activities) in relation to the Material.

**No prior or future transfers of rights, deposits, filings, or disclosure**

- (d) Material has not been and shall not be, assigned or otherwise transferred by Patent Owners to a third party, or be subject to any liens, securities, pledges, licenses, purchase options or any other rights held by a third party.
- (e) Patent Owners has not filed, and shall not file, any further patent application in relation to the technology and its Material, and neither shall, nor shall allow any third party to make such filing.

**Additional patent proceedings**

- (f) Upon VextaChem request and as part of Support Service, Patent Owners shall support VextaChem to apply for related applicable use Patents.

**Duty to alert on unauthorized use or disclosure**

- (g) if Patent Owners become aware of any unauthorized use or disclosure of Material, Patent Owners shall immediately inform VextaChem in writing and cooperate with VextaChem, to the extent requested by VextaChem, to remedy such circumstances and prevent such use or disclosure from occurring again.

**No third party approvals or violation of third party rights or law**

- (h) no notice nor authorization from a third party is, nor shall be, necessary to disclose and assign rights on the Material in accordance with the Agreement.
- (i) the rights granted by Patent Owners to VextaChem under this Agreement (including the sub-licenses granted by VextaChem to and its Affiliates as permitted hereunder) do not violate the rights of third parties, nor applicable law, and to the best of Patent Owners's knowledge, no third party has claimed

that the Material violates, or may violate in the future, such rights and law. The Material is not subject to any claims, and Patent Owners is not aware of any suspected or threatened claim in connection to the Material.

- (j) no person working, or having worked, with or on behalf of Patent Owners, claims ownership, or any other rights, such as payment or other compensation, in relation to the Material.

**No violation of rights by third parties**

- (k) no third party has violated, or attempted to violate, Patent Owners's rights on the Material.

**General duty to preserve VextaChem' rights**

- (l) Patent Owners shall not do anything, or omit to do anything, which may detrimentally impact or restrict the rights granted to VextaChem under the Agreement.
- 4.3 Patent Owners shall notify VextaChem immediately upon becoming aware of any breach, or risk of breach, of the representations and warranties set out in Clause 4.2.
- 4.4 Patent Owners shall be deemed to have made the representations and warranties set out in Clause 4.2 also at the Purchase Date.

**5. REPRESENTATIONS AND WARRANTIES AFTER THE PURCHASE DATE**

- 5.1 In accordance with Clause 2.1, as from the Purchase Date, Patent Owners represents and warrants that, without prejudice to Patent Owners's obligations under Clause 2.5, Patent Owners shall:

**Restrictions on use by Patent Owners**

- (a) not to use or exploit commercially in any manner (including by carrying out any research and development activities), directly or indirectly, for its own account or on behalf of any third party, all or part of the Purchased Material, and shall not allow any third party to carry out such use or exploitation, without VextaChem's prior written consent.

**No disclosure, deposits or filings**

- (b) not communicate, or otherwise make available, to a third party all or part of the Purchased Material without VextaChem prior written consent.
- (c) keep any Purchased Material in its possession strictly confidential.

**Duty to alert on unauthorized use or disclosure**

- (d) immediately upon becoming aware of any unauthorized use or disclosure of Purchased Material, inform in writing VextaChem and cooperate with VextaChem, to the extent requested by VextaChem, to remedy such circumstances and prevent such use or disclosure from occurring again;

**General duty to preserve VextaChem' rights**

- (e) not do anything, or omit to do anything, which may detrimentally impact or restrict the rights granted to VextaChem under the Agreement; and
- (f) notify VextaChem immediately upon becoming aware of any breach, or risk of breach, of the representations and warranties set out in this Clause 5.1.

**6. CONFIDENTIALITY**

- 6.1 During the performance of this Agreement, each Party may come into possession of Confidential Information of the other Party or of its Affiliates, Authorized Collaborators or other agents, providers or consultants. Except as otherwise provided under the Agreement or unless otherwise agreed in writing, the receiving Party shall not disclose any Confidential Information received pursuant to this Agreement to any party or person other than its personnel, Affiliates, Authorized Collaborators, or other agents, providers or consultants (the "**Authorized Recipients**") who have a need to know the same for the purposes of the receiving Party exercising its rights or performing its obligations under this Agreement.

- 6.2 The obligations set forth in Clause 6.1 shall not apply to Confidential Information which the receiving Party can prove:

- (a) was already available to the public before its disclosure to the receiving Party or generation by the receiving Party or its Authorized Recipients pursuant to this Agreement;
- (b) was subsequently available to the public through no fault or default of the receiving Party or its Authorized Recipients or any party that may have received such by or through the receiving Party or its Authorized Recipients under this Agreement;

- (c) was already known to the receiving Party without restriction prior to its receipt hereunder, or anything received without restriction from a bona fide third party whose disclosure is not in breach of any obligation of confidentiality owed to the disclosing Party or any of its Affiliates; or
- (d) was developed wholly independently by the receiving Party without any reference or access to, or knowledge of Confidential Information received hereunder.

Patent Owners cannot invoke this Clause 6.2 in relation to Purchased Material.

- 6.3 Notwithstanding Clause 6.1, the receiving Party may comply with any requirement of law to disclose information otherwise subject to non-disclosure obligations hereunder provided (to the extent permitted by law) prompt written notice of such requirement is given to the disclosing Party so that it may endeavour to obtain appropriate relief to prevent such disclosure and that the receiving Party shall offer reasonable assistance with such endeavours. In any disclosure under this Clause 6.3, the receiving Party shall disclose information only as and to the extent required by court order or an instruction having a similar force of law and any such disclosure shall not of itself be prejudicial to any of the other confidentiality obligations hereunder.
- 6.4 Notwithstanding the other terms of this Agreement, the Parties acknowledge and agree that the obligations of confidentiality set forth in this Clause 6 shall not unreasonably prevent VextaChem and its Affiliates from protecting the Studies Results or efforts towards the Commercialization thereof.
- 6.5 Unless otherwise permitted under the Agreement, neither Party shall disclose, refer to, advertise or publish in any way the fact or terms of this Agreement or the fact that it is, has or will be collaborating with the other Party save with the prior written consent of the other Party, not to be unreasonably refused. VextaChem shall not make any publications regarding the Studies Results before the Purchase Date
- 6.6 The provisions of this Clause 6 shall continue indefinitely.
- 6.7 The provisions of this Clause 6 are subject to the restrictions of use, transfer and communication of Material set out in Clauses 4 and 5.
- 6.8 As from the Effective Date, the obligations set out in this Clause 6 shall also apply to all information that is protected under the confidentiality agreement between Patent Owners and VextaChem Affiliate.

## 7. TERM AND TERMINATION

- 7.1 This Agreement will become effective on the Effective Date and shall remain in force as follows:
  - (a) for an indefinite period of time as concerns the Asset Transfer;
  - (b) For a period of 1 year, renewable for the Service Support agreement.
- 7.2 VextaChem can terminate the Agreement in whole or in part, in case of Patent Owners material breaches, by giving at least 30 (thirty) days prior notice in writing to Patent Owners.
- 7.3 No claims for indemnity or compensation can be lodged by reason of termination of this Agreement pursuant to its terms, save where these claims are based on breach of the Agreement by one of the Parties.
- 7.4 The provisions of the Agreement that apply for a duration exceeding the Term, in particular confidentiality and the representations and warranties, shall remain in force for the time period mentioned therein and survive the expiration or termination of this Agreement.

## 8. NOTICE

- 8.1 All written notices and consents required to be delivered by the Parties pursuant to this Agreement execution shall be in writing and may be delivered by hand (including couriers) or registered post, and shall be deemed to have been delivered:
  - (a) if delivered by registered post or courier, on the date on which the notice is first presented to the recipient;
  - (b) if delivered by hand, at the time of delivery;
  - (c) if delivered by email, with recipients' receipt.
- 8.2 All notices and consents required to be provided as described in Clause 8.1 shall be addressed to the intended recipient as follows:

### PATENT OWNERS:

- Costantino Tomasi; Address: via Firenze 21, 73010 Soletto, Italy
- Email: [costantino.tomasi@gmail.com](mailto:costantino.tomasi@gmail.com) Phone: +39 328 0836868
- Paolo Pendenza; Address: via Sottosamonte 25/A, 38051 Borgo Valsugana, Italy
- Email: [paolo.pendenza@gmail.com](mailto:paolo.pendenza@gmail.com) Phone: +39 349 3990768



**VextaChem:**

- Bruno Folchi; Address: Piazza B. Buozzi 9, Sc B, Latina, 04100, Italy
- Email: [brunofolchi@vextachem.com](mailto:brunofolchi@vextachem.com); [service@vextachem.com](mailto:service@vextachem.com)
- Phone: +39 0773 171 1302; +39 348 22 4646 2.

or to such other person, address or details as either Party may from time to time designate in writing to the other Party.

8.3 **PATENT OWNERS and Patent Broker bank details:**

Costantino Tomasi - IBAN: IT70N0200879651000041195241 - UNICREDIT BANCA

Paolo Pendenza - IBAN: IT65T0810234401000041047004

N&G CONSULTING SRL – IBAN IT60N0503401737000000042241

9. **MISCELLANEOUS**

9.1 **Governing law and dispute resolution.** This Agreement, and all non-contractual obligations of the Parties, is executed in English language and shall be governed by the laws of Italy. The Parties shall settle any dispute arising in connection with this Agreement ("**Dispute**") in accordance with the following procedure:

- (a) the Parties shall first attempt to resolve such Dispute amicably. To this end, a Party wishing to trigger the amicable settlement procedure shall notify to the other Party such Dispute ("**Dispute Notice**");
- (b) if the Dispute remains unresolved after a period of 90 days following the Dispute Notice, such Dispute shall be finally settled under the Rules of Arbitration of the Italian Chamber of Commerce by one arbitrator appointed in accordance with the said Rules of Arbitration. The place of mediation and arbitration will be Latina, Italy or other Italian location as selected by VextaChem. The arbitration award will be final and binding upon the Parties. The language of procedure will be Italian. Nothing in this Agreement shall limit the Parties' right to seek injunctive relief or to enforce an arbitration award in any applicable competent court of law.

9.2 **Cost and expense.** Unless expressly provided in a separate written agreement, each Party will bear its own costs and expenses incurred in carrying out its activities under this Agreement.

9.3 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in relation to the subject matter of this Agreement and supersedes all documents and communications exchanged by the Parties prior to this Agreement. In case of contradiction or ambiguity between the body of this Agreement and its Schedules, the body of this Agreement shall prevail.

9.4 **Waiver.** The fact that one of the Parties is not exercising or is incurring delays in exercising any one of the rights, which it holds under this Agreement or by law, may not constitute nor be interpreted as a waiver of the corresponding rights.

9.5 **Severability.** If any of the articles of this Agreement becomes void or null, it shall be deemed not to have been included in the Agreement but will not render any other term or condition of the Agreement void. The Parties undertake to use their best efforts to replace any void or null provision with a new provision reflecting the original intention of the Parties as closely as possible.

9.6 **Assignment.** Patent Owners shall not assign, or in any way transfer this Agreement or any right or obligation hereunder, whether by operation of law or otherwise, without the prior written consent of VextaChem. VextaChem shall have the right to assign or transfer all or part of its rights and obligations to an Affiliate or a Third Party.

9.7 **Amendments.** Neither this Agreement nor any provision hereof may be amended, supplemented, waived, or modified, except by a specific writing, entitled as an amendment and specifically referring to this Agreement, that is signed by each Party.

9.8 **Relationship.** This Agreement does not, and shall not be construed to create an employer-employee relationship, agency, joint venture or partnership between VextaChem and Patent Owners. Neither VextaChem nor Patent Owners shall have any authority to act for or to bind the other in any way.

9.9 **Specific performance.** Each Party acknowledges and agrees that actual or threatened breach of its obligations under this Agreement may cause substantial harm to the other Party which may not be capable of remedy by damages. Accordingly, in addition to all other rights and remedies to which a Party may be entitled, in case of such breach, the other Party shall have the right to seek an order for specific performance and injunctive relief.

- 9.10 **Negotiated contract.** The Parties each acknowledge, represent and agree that they have negotiated this Agreement over a period of time, that they have read this Agreement and the attached Schedules, that they fully understand the terms thereof, that they have consulted with and have been fully advised by independent legal counsel, accountants and other advisors with respect thereto, and that therefore, for purposes of interpreting this Agreement, neither Party shall be considered the author or drafter, and the Agreement shall not be construed against either Party on that basis.

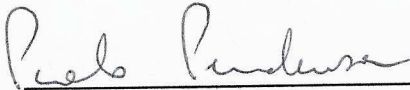
Signed in three originals, on the date indicated above.

**For Patent Owners:**

**Patent owners:**

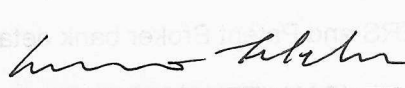


[Costantino Tomasi, Signature]



[Paolo Pendenza, Signature]

**For VextaChem:**



Name: Bruno Folchi

Position: Managing Director

Milano, 18 marzo 2022

**Schedule 1: Patented technology**

**1. List of Patented technology**

International patent application PCT/IB2019/059838 filed 15 November 2019 titled PHYTOSANITARY AGENT AND ITS PARTICULAR USE IN THE TREATMENT OF PLANTS INFECTED BY Xylella Fastidiosa.

Italian patent 102018000005474 filed 17/05/2018 titled AGENTE FITOSANITARIO ED UN SUO PARTICOLARE USO NEL TRATTAMENTO DELLE PIANTE INFETTE DA Xylella Fastidiosa

**Schedule 2: INVENTOR Support Service**

1. VextaChem does not have in house sufficient technical Know How to support the initiation of Asset regulatory development operations.
2. INVENTOR, in person of Costantino Tomasi, is committed to provide technical and scientific Support Services to VextaChem, as part of the binding terms for an Asset Transfer Agreement execution, as per VextaChem requirement, at least for one year from Agreement execution or longer as reasonably required by VextaChem and by mutual agreement of the Parties.
3. Support Service to VextaChem would include the below activities and possibly others that could emerge in the process of the Asset development and that should be agreed upon by VextaChem and Costantino Tomasi:
  - a. Providing any and all documents (including documents executed by Patent owners) and information that are necessary or useful to (i) transfer the intellectual property rights and patents on the Asset to VextaChem, (ii) enable VextaChem to maintain existing patents or file any patent application connected in any country, and (iii) enable VextaChem to exploit the Asset, and more generally (iv) give VextaChem the full support and benefit for all the provisions of the Asset Purchase Agreement. Inventor will support VextaChem with Patent maintenance and contacts with consultant appointed and paid by VextaChem (e.g. NG Patent).
4. The Service Support from Mr. Costantino Tomasi is expected to require approximately up to 8 (eight) hours of work / week.
5. Compensation for such support will be 1,500.00 € (one thousand five hundred euros) / month, plus reasonable costs incurred and previously approved by VextaChem in the performance of required services.
6. VextaChem and Mr. Costantino Tomasi will enter into a Support service agreement detailing the specific terms and conditions of the collaboration related to Schedule 2 of this Agreement.

Schedule 1: Patented technology

1. List of Patented technology

International patent application PCT/FR2019/052835 filed 16 November 2019 after PHYTOSANITARY AGENT AND ITS PARTICULAR USE IN THE TREATMENT OF PLANTS INFECTED BY Xylella fastidiosa  
Italian patent 10201900000474 filed 17/06/2019 titled AGENTE FITOSANITARIO ED USO PARTICOLARE  
USO NEL TRATTAMENTO DELLE PIANTE INFETTE DA Xylella fastidiosa

Schedule 2: INVENTOR Support Service

1. VexiaChem does not have a focus sufficient technical know-how to support the initiation of Asset regulatory development operations
2. INVENTOR, in person or Contracting Forum, is committed to provide technical and scientific Support Services to VexiaChem, as part of the binding terms for an Asset Transfer Agreement execution, as per VexiaChem requirement at least for one year from Agreement execution or longer as reasonably required by VexiaChem and by mutual agreement of the Parties
3. Support Service to VexiaChem would include the below activities and possibly others that could emerge in the process of the Asset development and that should be agreed upon by VexiaChem and Contracting Forum:
  - a. Providing any and all documents (including documents executed by Patent owners) and information that are necessary or useful to (i) transfer the intellectual property rights and patents on the Asset to VexiaChem, (ii) enable VexiaChem to maintain existing patents in the any patent application connected in any country, and (iii) enable VexiaChem to exploit the Asset and more generally (iv) give VexiaChem the full support and benefit for all the provisions of the Asset Purchase Agreement. Inventor will assist VexiaChem with Patent maintenance and contact with consultant required and paid by VexiaChem (e.g. NG Patent)
4. The Service Support from Mr. Costanzo Tomasi is expected to require approximately up to 3 (eight) hours of work per week
5. Compensation for extra support will be 1.500,00 € (one thousand five hundred euros) monthly as reasonable costs incurred and previously approved by VexiaChem in the performance of required services
6. VexiaChem and Mr. Costanzo Tomasi will enter into a Support services agreement detailing the specific terms and conditions of the collaboration related to Schedule 2 of this Agreement



**MINISTERO DELLO SVILUPPO ECONOMICO**  
**DIREZIONE GENERALE PER LA LOTTA ALLA CONTRAFFAZIONE**  
**UFFICIO ITALIANO BREVETTI E MARCHI**

|                                     |                        |
|-------------------------------------|------------------------|
| <b>DOMANDA DI INVENZIONE NUMERO</b> | <b>102018000005474</b> |
| <b>Data Deposito</b>                | <b>17/05/2018</b>      |
| <b>Data Pubblicazione</b>           | <b>17/11/2019</b>      |

**Classifiche IPC**

| <b>Sezione</b> | <b>Classe</b> | <b>Sottoclasse</b> | <b>Gruppo</b> | <b>Sottogruppo</b> |
|----------------|---------------|--------------------|---------------|--------------------|
| A              | 01            | N                  | 31            | 16                 |

| <b>Sezione</b> | <b>Classe</b> | <b>Sottoclasse</b> | <b>Gruppo</b> | <b>Sottogruppo</b> |
|----------------|---------------|--------------------|---------------|--------------------|
| A              | 01            | N                  | 65            | 08                 |

**Titolo**

**AGENTE FITOSANITARIO ED UN SUO PARTICOLARE USO NEL TRATTAMENTO DELLE  
PIANTE INFETTE DA Xylella Fastidiosa**



MINISTERO DELLO SVILUPPO ECONOMICO  
DIREZIONE GENERALE PER LA LOTTA ALLA CONTRAFFAZIONE  
UFFICIO ITALIANO BREVETTI E MARCHI

|                                 |            |
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Classificazione IPC

| Sezione | Classe | Subclasse | Gruppo | Subgruppo |
|---------|--------|-----------|--------|-----------|
| A       | 01     | 01        | 01     | 01        |
| A       | 01     | 01        | 02     | 02        |

PIANTE ELETTE DA NELLA PASTIGLIA

AGENTE AUTORIZZATO ED UN SUO PARTNER NEL TRATTAMENTO DELLE

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(54) Title: PHYTOSANITARY AGENT AND ITS PARTICULAR USE IN THE TREATMENT OF PLANTS INFECTED BY *XYLELLA FASTIDIOSA*

(57) Abstract: The invention relates to the use of an organometallic coordination complex or its phytopharmaceutically acceptable salt of a  $M^{m+}$  metal and of at least one L ligand, where  $M^{m+}$  is a transition metal having an oxidation number m, L is a ligand of general formula (VII) or its anion, wherein  $R^1$  is selected from the group consisting of oxygen, mono or polycyclic alkyl, naphthalene residue, anthracene residue and their hydroxylated or ketone derivatives;  $R^2$  and  $R^3$  are identical or different and are selected independently of each other from hydrogen, halogen, a hydroxyl group, an alkoxy group, a linear or branched alkyl group, a cycloalkyl group or  $R^2$  and  $R^3$  together forming a benzene derivative;  $R^6$ ,  $R^7$  and  $R^8$  are identical or different and independently of each other are selected from hydrogen, a hydroxyl group, an alkoxy group, a linear or branched alkyl group, a cycloalkyl group, a phenyl group, an aryl group in the treatment of *Xylella fastidiosa* in a plant. The invention also concerns the use of the compound of formula (VII) in the treatment of *Xylella fastidiosa* in a plant, also in combination with the organometallic coordination complex. Advantageously, the invention concerns the treatment of olive trees.

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