

PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SERGII SOLODOVNIK	03/14/2020
OLEG VIETROV	03/14/2020
RECEIVING PARTY DATA	
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Street Address:	SVETOVA 523/1
City:	PRAGUE
State/Country:	CZECH REPUBLIC
Postal Code:	180 00
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15579942
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NAME OF SUBMITTER:	JEFF LLOYD
SIGNATURE:	/JEFF LLOYD/
DATE SIGNED:	10/20/2020
Total Attachments: 22	
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PATENT ASSIGNMENT AGREEMENT

The Proprietors:

Sergii SOLODOVNIK
Pitterova 2855/9, 130 00 Prague,
Czech Republic

Oleg VIETROV
apt. 45, 8 Buchmy str., Kyiv,
02152, Ukraine



The Assignee:

TIGERSTEP FITNESS SE
Svetova 523/1, 180 00 Prague,
Czech Republic



PATENT 
REEL: 054154 FRAME: 0477

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THIS AGREEMENT is made on the 14.03.2020 by and between

The Proprietors:

Sergii Solodovnik

born on 28.06.1972, citizen of Ukraine, pas. no. FB637656,
residing at Pitterova 2855/9, 130 00 Prague, Czech Republic,
(the **Proprietor 1**)

and

Oleg Vietrov

born on 06.11.1966, citizen of Ukraine, pas. no. EP726335,
residing at apt. 45, 8 Buchmy str., Kyiv, 02152, Ukraine,
(the **Proprietor 2**)

and

The Assignee: TIGERSTEP FITNESS SE

a company registered under the laws of Czech Republic with
registration no. 07843003 in Trade Register kept by Municipal
Court in Prague, department H, file 2208,
having its registered office at Svetova 523/1, 180 00 Prague, Czech
Republic,
represented by Member of the Board Sergii Solodovnik,

WHEREAS:

- [A] The Proprietors jointly and(or) any of the Proprietors severally, are registered proprietors of the Patents (as defined below); and
- [B] The Proprietors jointly and(or) any of the Proprietors severally are applicants for the Patents (as defined below); and
- [C] The Proprietors has agreed to assign to the Assignee:
 - (a) Patents, and
 - (b) Patent Applications such that the Assignee should be substituted as applicant in its place,

subject to the provisions of this Assignment,

AS FOLLOWS:

I. Definitions

[1] In this Assignment, the following words shall have the following meanings:

Claims	means all demands, claims and liability (whether criminal or civil, in contract, tort, or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith;
Diligent and Reasonable Efforts	means such effort and employment of resources as would normally be exerted or employed by a reasonable Third Party company for a product of similar market potential at a similar stage of its product life, when utilizing sound and reasonable scientific, business and medical practice and judgment in order to develop the product in a timely manner and maximize the economic return to the Parties from its commercialisation;
Initial Payment	shall have the meaning given in clause [5];
Invention	means the invention(s) claimed in the Patent(s) and(or) Patent Application(s);
Net Sales Value	means the invoiced price of the Product sold by the Assignee or its licensees or sub-licensees to independent third parties in arm's length transactions exclusively for money or, where the sale is not at arm's length, the price that would have been so invoiced if it had been at arm's length, after deduction of normal trade discounts actually granted and any credits actually given, excluding any costs of relevant software, packaging, insurance, carriage and freight, any VAT or other sales tax, and any import duties or similar applicable government levies;
Patent	means Patents, specified in Schedule A Table 1;

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Patent Application	means Patent Applications, specified in Schedule A Table 2 and Table 3;
Products	means any and all products that are manufactured by the Assignee (or any licensee or sub-licensee of the Assignee) and are within any of the claims of the Patent;
Term	means the period starting on execution of the assignment and ending on the termination of this Agreement;
Third Party	means any person other than a Party.

II. Agreement to assign and royalties

- [2] In consideration of the payment by the Assignee of the royalties as set out in section III (*Payments*) below and the payment of the Initial Payment the Proprietors shall execute an assignment of:
- (a) the Patents, and
 - (b) all their rights, titles and interests in the Patent Applications
- on the date stated in clause [3] by separate written instruments prepared by, and at the expense of, the Assignee.
- [3] The obligations of Proprietors specified in clause [2] shall be construed to include:
- (a) For Patents and Patent Applications owned jointly by the Proprietors: joint obligation to assign such Patents and all their rights, titles and interests in the Patent Applications on the Assignee; and
 - (b) For Patents and Patent Applications owned by one of the Proprietors: obligation of such Proprietor to assign such Patents and all their rights, titles and interests in the Patent Applications on the Assignee.
- [4] The Patents and Patent Applications shall be assigned before 31.12.2020.

III. Payments

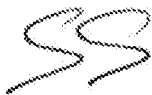
- [5] Within 30 days from the date of this Agreement, the Assignee shall pay to the each of Proprietors the non-refundable, non-deductible sum of [REDACTED], which shall be an advance against royalties due under clause [6] below (the Initial Payment).
- [6] The Assignee shall pay to each Proprietor a royalty in the amount of [REDACTED] of the Net Sales Value of the Product or any part thereof (excluding relevant software), which

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are within the claims of a granted and subsisting Patents and(or) Patent Applications, sold worldwide by the Assignee or its licensees or sub-licensees.

- [7] Royalties due under this Agreement shall be paid:
- (a) For the period until 31.12.2020: within 30 days of the end of the period;
 - (b) Since 01.01.2021: within 30 days of the end of each quarter year ending on 31 March, 30 June, 30 September and 31 December, in respect of sales of Products made during such quarter and within 30 days of the termination of this Agreement.
- [8] All sums due under this Agreement:
- (a) Are exclusive of VAT which where applicable will be paid by the Assignee to the Proprietor in addition;
 - (b) Shall be paid in EUR by wire-transfer to the bank account of relevant Proprietor, and in the case of sales or income received by the Assignee from licensees or sub-licensees in a currency other than EUR, the royalty shall be calculated in the other currency and then converted into equivalent EUR payment at the rate of such other currency as quoted by European Central Bank as at the close of business on the last business day of the quarterly period with respect to which the payment is made;
 - (c) Shall be made without deduction of income tax or other taxes, charges or duties that may be imposed, except insofar as the Assignee is required to deduct the same to comply with applicable laws. The Parties shall co-operate and take all steps reasonably and lawfully available to them, at the expense of the relevant Proprietor, to avoid deducting such taxes and to obtain double taxation relief. If the Assignee is required to make any such deduction it shall provide the relevant Proprietor with such certificates or other documents as it can reasonably obtain to enable such Proprietor to obtain appropriate relief from double taxation of the payment in question; and
 - (d) Shall be made by the due date, failing which the Proprietor may charge interest on any outstanding amount on a daily basis at a rate equivalent to EURIBOR (3 months) + 8%.
- [9] Within 90 days from the date of this Agreement the Assignee shall reimburse to each Proprietor its direct expenses related to filing and registration of Patents and Patent Applications made before entering into this Agreement, subject to provision within 60 days from the date of this Agreement of written report supported by originals of documents certifying such expenses.

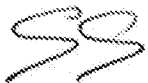



IV. Royalty statements and records

- [10] During the period to which the royalty payment relates, the Assignee shall send to the Proprietor at the same time as each royalty payment is made in accordance with clause [6] a statement setting out, in respect of each territory or region in which the Product is sold, the types of Product sold, the quantity of each type sold, and the total Net Sales Value in respect of each type, expressed both in local currency and EUR and showing the conversion rates used.
- [11] The Assignee shall keep at its normal place of business detailed and up-to-date records and accounts showing the quantity, description and value of the Product sold by it, and the amount of sublicensing revenues received by it in respect of the Product, on a country by country basis, and being sufficient to ascertain the royalties due under this Agreement.
- [12] The Assignee shall make such records and accounts available, on reasonable notice, for inspection during business hours by an independent chartered accountant nominated by any of the Proprietors for the purpose of verifying the accuracy of any statement or report given by the Assignee to the Proprietors under clause [10]. The accountant shall be required to keep confidential all information learned during any such inspection, and to disclose to the Proprietors only such details as may be necessary to report on the accuracy of the Assignee's statement or report. The Proprietors shall be responsible for the accountant's charges unless the accountant certifies that there is an inaccuracy of more than 5 % in any royalty statement, in which case the Assignee shall pay his charges in respect of that inspection.
- [13] The Assignee shall ensure that the Proprietors have the same rights as those set out in clauses [10]-[12] in respect of any licensee or sub-licensee of the Assignee which is licensed or sub-licensed under the Patents pursuant to this Agreement.

V. Proprietors' obligations

- [14] The Proprietors agree with the Assignee throughout the Term that:
- (a) The Proprietors shall execute such documents and give such assistance as the Assignee may require at the expense of the Assignee:
- (i) To enable the Assignee to become registered in the Register of Patents or any other relevant register as proprietor of the Patents;
 - (ii) To secure the vesting in the Assignee of all rights in the Patents;
 - (iii) To uphold the Assignee's rights in the Patents; and
 - (iv) To defeat any challenge to the validity of, and resolve any questions concerning, the Patents.
- (b) The Proprietors shall:

- (i) Inform the Assignee of all technical information concerning the Invention known to the Proprietors at the date of this Agreement;
 - (ii) Supply the Assignee with any documents or drawings relevant to the Invention;
 - (iii) License the Assignee to use such documents, drawings and technical information in accordance with the provisions of this Agreement.
- (c) If during the continuation of this Agreement the Proprietors jointly or any Proprietor severally shall develop or discover any improvements to the Invention that are within the scope of any claim of the Patents and(or) Patent Applications, the Proprietors or relevant Proprietor:
- (i) Shall disclose to the Assignee full details of the improvement; and
 - (ii) At the request of the Assignee, shall grant to the Assignee a non-exclusive royalty-free licence to make use of it.

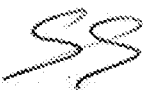
[15] The Proprietors warrant, represent and undertake as follows:

- (a) They are jointly and(or) any of them is separately (as specified in Schedule A) the absolute and unencumbered owner of the Patents and Patent Applications;
- (b) They are not aware that any third party owns or claims any rights in the Patents and(or) Patent Applications; and
- (c) They are not aware (but without having carried out any investigation other than checking the actual knowledge of their employees and patent agents) that any third party owns or claims that it owns any rights that would be infringed by use of the granted Patents or Patents to be granted under Patent Applications in accordance with the provisions of this Agreement.

VI. Exclusion of damages for invalidity and infringement

[16] Without prejudice to the provisions of section V (*Proprietors' obligations*), the Proprietors do not give any warranty, representation or undertaking:

- (a) As to the efficacy or usefulness of the granted Patents or Patents to be granted under Patent Applications;
- (b) That the granted Patents or Patents to be granted under Patent Applications are or will be valid or subsisting or (in the case of an application) will proceed to grant;
- (c) That the Invention(s) underlying the Patents does not infringe any valid or subsisting patent or other intellectual property rights; or
- (d) That the use of the granted Patents or Patents to be granted under Patent Applications in the manufacture, sale or use of any Product manufactured by



the Assignee and which are within the claims of the Patents or Patent Applications or the exercise of any of the title, interests or rights assigned under this Agreement will not infringe any other intellectual property or other rights of any other person.

VII. Exploitation of the Patent by the Assignee

- [17] The Assignee shall use Diligent and Reasonable Efforts to develop and commercially exploit the Invention and Products through the Term including but not limited to:
- (a) Protecting and promoting the sale of Products;
 - (b) Satisfying on reasonable terms and conditions the demand for the Product;
 - (c) Not causing the Patents to be endorsed 'licences as of right' in the Patent Register or any other relevant register whether by act or omission.
- [18] The Assignee undertakes not to use the Invention for any purpose except as expressly permitted and in accordance with the provisions of this Agreement.
- [19] The Assignee may at its own discretion and at its own expense choose further territories where Invention(s) claimed in the Patent(s) and(or) Patent Application(s) should be protected by filing relevant application, receiving patents or registering it in any other applicable way (the New Patents) subject to the following conditions:
- (a) Prior no less than 30 days' written notice to the Proprietors regarding intention of the Assignee to extend protection of the Invention(s) to further territories specifying details of expected acts of the Assignee;
 - (b) Proprietors should be mentioned as authors of the Invention(s);
 - (c) For the purposes of this Agreement such New Patents shall be treated the same as Patents and Patent Applications originally assigned by the Proprietors hereunder and Proprietors will have the same rights and remedies against the Assignee or any other third party regarding New Patents as they have regarding original Patents and Patent Applications.

VIII. Quality of Products

- [20] The Assignee shall ensure that all of the Products sold and marketed by it and its licensees and sub-licensees are of satisfactory quality and comply with all applicable laws and regulations.
- [21] The Assignee shall mark or cause to be marked in a legible manner on some conspicuous part of the Products (or if this is not possible on the packaging of the Products) words indicating, as applicable, either that patents have been applied for

or patents have been granted in respect of the Products and giving the relevant patent application number(s) or patent number(s).

IX. Confidentiality obligations of the Assignee

[22] The Assignee undertakes to:

- (a) Maintain as secret and confidential all of the Invention and other technical or commercial information obtained directly or indirectly from the Proprietors in the course of or in anticipation of this Agreement and to respect the Proprietors' rights therein,
- (b) Use the same exclusively for the purposes of this Agreement, and
- (c) Disclose the same only to those of its employees, contractors, licenses and sub-licensees pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement.

[23] The provisions of clause [22] shall not apply to technical information and other information that the Assignee can demonstrate by reasonable, written evidence:

- (a) Was, prior to its receipt from the Proprietors, in the possession of the Assignee and at its free disposal; or
- (b) Was subsequently disclosed to the Assignee without any obligations of confidence by a third party who has not derived it directly or indirectly from the Proprietors; or
- (c) Was or became generally available to the public through no act or default of the Assignees or its agents, employees, affiliates, licensees or sub-licensees; or
- (d) Is disclosed to the courts of any competent jurisdiction, or to any government regulatory agency or financial authority because the Assignee was required to do so, provided that the Assignee shall:
 - (i) Inform the Proprietors as soon as is reasonably practicable, and
 - (ii) At the request of any of the Proprietors seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency or authority's procedures.

[24] In the case of information disclosed by the Proprietors to the Assignee, that information may be disclosed to actual or potential customers of the Products in so far as such disclosure is reasonably necessary to promote the sale or use of Products.

[25] The Assignee shall procure that all of its employees, contractors, licensees and sub-licensees pursuant to this Agreement (if any) who have access to any of the Proprietors' information to which clause [22] applies, shall be made aware of and

subject to these obligations and shall have entered into written undertakings of confidentiality at least as restrictive as those in clauses [22] and [23] and which apply to the Proprietors' information.

- [26] On termination of this Agreement for any reason the Assignee shall return immediately to the Proprietors all documents or other materials that contain the confidential information of the Proprietors (including any and all copies made) and make no further use or disclosure thereof.

X. Granting of licences and sub-licences by the Assignee

- [27] The Assignee shall be entitled to grant licences (or sub-licences) under the granted Patents and(or) Patents to be granted under Patent Applications to any person provided that:
- (a) The royalties provided for in the licence or sub-licence shall be at an amount or rate that is not less than the amount or rate provided for in this Agreement;
 - (b) The licence or sub-licence shall include obligations on the licensee or the sub-licensee as the case may be that are equivalent to the obligations on the Assignee under this Agreement;
 - (c) Any licence and sub-licence shall terminate automatically on the termination of this Agreement for any reason;
 - (d) Within 30 days of the grant of any licence or sub-licence the Licensee or Sub-Licensee shall provide to the Proprietors a true copy of it; and
 - (e) The Assignee shall be responsible for any breach of any its licensee or sub-licensee as if the breach had been that of the Assignee under this Agreement, and the Assignee shall indemnify the Proprietors against any loss, damages, costs, claims or expenses that are awarded against or suffered by the Proprietors as a result of any such breach by any licensee or sub-licensee.

XI. Infringement

- [28] Each Party shall inform the other Party promptly if it becomes aware of any infringement or potential infringement of the Patents or Patent Applications, and the Parties shall consult with each other to decide the best way to respond to such infringement.
- [29] If the Parties fail to agree on a joint programme of action, including how the costs of any such action are to be borne and how any damages or other sums received from such action are to be distributed, then the Assignee shall be entitled to take action against the third party at its sole expense and it shall be entitled to all damages or



other sums received from such action, after reimbursing the Proprietors for any reasonable expenses incurred in assisting it in such action.

- [30] If any warning letter or other notice of infringement is received by a Party, or legal suit or other action is brought against a Party, alleging infringement of third party rights in the manufacture, use or sale of any Product or use of the Patents or Patent Applications, that Party shall promptly provide full details to the other Party, and the Parties shall discuss the best way to respond.
- [31] The Assignee shall have the right but not the obligation to defend such suit and shall have the right to settle with such third party, provided that if any action or proposed settlement involves the making of any statement, express or implied, concerning the validity of any Patent or Patent Application, the consent of the Proprietors must be obtained before taking such action or making such settlement.

XII. Obligations on Assignee concerning maintenance and surrender of the Patent

- [32] On completion of the assignment of the Patents and Patent Applications from the Proprietors or any of the Proprietor to the Assignee in accordance with section II (*Agreement to assign and royalties*), the Assignee shall promptly register its interest in the Patents and Patent Applications in the Register of Patents or any other relevant register.
- [33] If the Assignee wishes at any time during the Term to surrender the Patent(s) and(or) Patent Application(s), then:
- (a) The Assignee shall give the Proprietors or relevant Proprietor no less than 30 days' notice in writing before surrendering the Patent(s) and(or) Patent Application(s);
 - (b) The Assignee shall take no steps to surrender the Patent(s) and(or) Patent Application(s) during the period of the notice; and
 - (c) On such notice being given, and on the request of the Proprietors or relevant Proprietor within the period of the notice, the Assignee shall reassign to the Proprietors or relevant Proprietor, at its own expense, the Patent(s) and(or) Patent Application(s) together with all the Assignee's rights and interests in them.
- [34] During the Term of this Agreement the Assignee shall pay all fees necessary to keep the Patents and Patent Applications in force and shall take all steps necessary to defend any proceedings that may be taken for the revocation of the Patents and(or) Patent Applications.

XIII. Assignee's further obligation to reassign

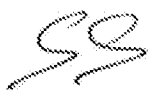
- [35] The Assignee further agrees with the Proprietors until expiry or termination of this Agreement in accordance with the provisions of section XVI (*Duration and Termination*) and subsequently:
- (a) At any time on the demand of the Proprietors or relevant Proprietor, to reassign (at the expense of the Assignee) the Patents and(or) Patent Applications to the Proprietors or relevant Proprietor together with all the Assignee's rights, title and interests in the Patents and(or) Patent Applications if at the date of the termination of this Agreement less than [REDACTED] yearly by way of royalty has been paid to each of the Proprietors starting from the year 2021; and
 - (b) On reassignment to execute at the request and expense of the Proprietors or relevant Proprietor any further document that such Proprietor(s) may reasonably require to enable it to become registered in the Register of Patents or any other relevant register as proprietor of the Patents and(or) Patent Applications.

XIV. Indemnity

- [36] The Assignee shall indemnify the Proprietors against any loss, damages, costs or expenses which are awarded against or incurred by the Proprietors as a result of any claim or threatened claim concerning the use by the Assignee or any of its licensees or sub-licensees of the Patents and(or) Patent Applications or otherwise in connection with the manufacture, use or sale of or any other dealing in any of the Products by the Assignee or any of its licensee or sub-licensees.

XV. Liability under this Agreement

- [37] To the extent permitted by law, the maximum limit of the Proprietors' or relevant Proprietor's liability under this Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise shall be EUR 5,000 in aggregate.
- [38] Notwithstanding any other provision of this Agreement, no party shall be liable to any other party to this Agreement in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damages, costs or expenses of any nature whatsoever incurred or suffered by that other party or its affiliates of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.



XVI. Duration and Termination

- [39] This Agreement, and licences granted hereunder, shall come into effect on the date of this Agreement and, unless terminated earlier in accordance with this section XVI (*Duration and Termination*), shall continue in force on a country-by-country basis until the date on which all the Patents have expired, been revoked without a right of further appeal, been surrendered or been reassigned, and on such date this Agreement shall terminate automatically by expiry.
- [40] The Proprietors or any relevant Proprietor may terminate this Agreement at any time on 30 days' notice in writing to the Assignee if the Assignee fails:
- (a) To pay the Initial Payment, or
 - (b) To complete the assignment of the Patents and(or) Patent Applications in accordance with section II (*Agreement to assign and royalties*).
- [41] Without prejudice to any other right or remedy it may have, either Party may terminate this Agreement at any time by notice in writing to the other Party (the Other Party), such notice to take effect as specified in the notice:
- (a) If the Other Party is in substantial breach of this Agreement and, in the case of a breach capable of remedy within 45 days, the breach is not remedied within 45 days of the Other Party receiving notice specifying the breach and requiring its remedy; or
 - (b) If the Other Party becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- [42] The Proprietors or relevant Proprietor may terminate this Agreement by giving written notice to the Assignee (such notice to take effect immediately or as stated in the notice) if the Assignee commences legal proceedings, or assists any third party to commence legal proceedings, to challenge the validity or ownership of any of the Patents and(or) Inventions.

XVII. Consequences of termination

- [43] Upon termination of this Agreement for any reason otherwise than in accordance with clause [39] above:
- (a) The Assignee (and its licensees and sub-licensees) shall be entitled to sell, use or otherwise dispose of (subject to payment of royalties under section III




(*Payments*)) any unsold or unused stocks of the Products for a period of 6 months following the date of termination;

- (b) Subject to clause [43](a) above, the Assignee shall no longer be able to use or otherwise exploit in any way, either directly or indirectly, the Patents and(or) Patent Applications and(or) Invention, in so far and for as long as the Patents and(or) Patent Applications remains in force; and
- (c) Subject to clause [43](a) above, the Assignee shall consent to any registration of any re-assignment in any register, in relation to the Patents and(or) Patent Applications.

[44] Upon termination of this Agreement for any reason the Assignee shall cease to use any technical documents, information, drawings or improvements (the Materials) if supplied by the Proprietors to the Assignee, except where authorised in writing by the Proprietors, unless the Materials have entered into the public domain other than through the fault of the Assignee or any person acquiring the Materials from the Assignee.

[45] Sections III (*Payments*), IX (*Confidentiality obligations of the Assignee*), XII (*Obligations on Assignee concerning maintenance and surrender of the Patent*), XIV (*Indemnity*) and XVII (*Consequences of termination*) shall survive termination of this Agreement.

[46] Subject to the provisions of this section XVII (*Consequences of termination*), and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.

XVIII. Notices

[47] Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail or courier mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant e-mail address set out below, or to such other address or e-mail address as that Party may from time to time notify to the other Party in accordance with this section XVIII (*Notices*).

[48] The e-mail addresses of the Parties are as follows:

- (a) Proprietor 1: ss@2seeenergy.com;
- (b) Proprietor 2: ovetrov66@ukr.net;
- (c) Assignee: tigershadow777@gmail.com.

[49] Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail or courier mail), or 7 working days after the date of posting (in the case of air mail or non-inland courier mail), or on the next working day after transmission by e-mail (but only if the same notice is

sent to recipient in hard copy by any other method specified in clause [43] or if the confirmation of receipt of such e-mail is received by the sender).

XIX. General

- [50] Neither Party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement, nor any of the Patents and(or) Patent Applications or rights under the Patents and(or) Patent Applications, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- [51] If any provision or part of this Agreement is held to be invalid or unenforceable, this Assignment shall be deemed to be amended by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise to retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
- [52] Each Party agrees to execute, acknowledge and deliver such further instruments, and do all further similar acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.
- [53] This Agreement, including its Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- [54] This Agreement does not create any right enforceable by any person not a party to it unless assignment of such right was done in compliance with clause [50].

XX. Governing Law and Arbitration

- [55] The validity, construction and performance of this Agreement shall be governed by English law.
- [56] Any dispute arising out of, relating to or having any connection with this Agreement, including any dispute involving any non-contractual obligations or any question regarding its existence, validity, interpretation, performance or termination, shall be referred to and finally resolved by arbitration under the LCIA Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause, except that a Party may seek an interim injunction in any court of competent jurisdiction.

- [57] The number of arbitrators shall be one.
- [58] The seat or legal place of arbitration shall be London.
- [59] The language to be used in the arbitral proceedings shall be English.
- [60] The jurisdiction of the English courts under section 45 and 69 of the Arbitration Act 1996 is excluded.

[Schedules and signature page will follow]

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SCHEDULE A

Table 1. Issued patents (in Ukraine)

No	Object of IP rights protection	Application no., date of filing	Status	Patent no., date and country of registration	Territory of protection	Inventor, applicant
1	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Humans»	u201610279 10.10.2016	Patent is granted	117703 10.09.2018 Ukraine	Ukraine	Sergii SOLODOVNIK Oleg VIETROV
2	Utility Model «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Humans»	u201610282 10.10.2016	Patent is granted	112061 25.11.2016 Ukraine	Ukraine	Sergii SOLODOVNIK
3	Utility Model «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Humans»	u201610289 10.10.2016	Patent is granted	112062 25.11.2016 Ukraine	Ukraine	Sergii SOLODOVNIK

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Table 2. International application under PCT (The Patent Cooperation Treaty) procedure (International Bureau of WIPO), filed under Ukrainian application no. a201610279 on invention

No	Object of IP rights protection	Preliminary application no., date of filing	International application no., date of filing	Status	Territory of protection	Inventor, applicant
1	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	a201610279 10.10.2016	PCT/UA2016/000148 21.12.2016	Under consideration	Not applicable, see Table 3	Sergii SOLODOVNIK Oleg VIETROV

Table 3. National phases under PCT (The Patent Cooperation Treaty), applications filed under international application PCT/UA2016/000148 (see Table 2).

No	Object of IP rights protection	Priority application no., date of filing	Application no., date of filing	Status	Territory of protection	Inventor, applicant
1	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	a201610279 10.10.2016	13/579,942 06.12.2017	Under consideration	USA	Sergii SOLODOVNIK
2	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder	a201610279 10.10.2016	EP16834263.2 13.03.2019	Under consideration	European Union	Sergii SOLODOVNIK Oleg VIETROV

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	Girdle, Pelvic Girdle and Trunk Muscles in a Human»					
3	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	«201610279 18.10.2016	2016403396 11.04.2019	Under consideration, received request of relevant authority [due date for reply is 17.10.2020], drafting of reply in progress	Australia	Sergii SOLODOVNIK Oleg VIETROV
4	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	«201610279 18.10.2016	BR112019-0072136 10.04.2019	Under consideration, due day for application support fee payment for 4 th year is 21.03.2020	Brasil	Sergii SOLODOVNIK Oleg VIETROV
5	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	«201610279 18.10.2016	CN201680089992.7	Under consideration	China	Sergii SOLODOVNIK Oleg VIETROV
6	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	«201610279 18.10.2016	KR 10-2019-7011681 23.04.2019	Under consideration	South Korea	Sergii SOLODOVNIK Oleg VIETROV
7	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder	«201610279 18.10.2016	EA201900028 23.04.2019	Under consideration	Armenia, Azerbaijan	Sergii SOLODOVNIK Oleg VIETROV

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	Girdle, Pelvic Girdle and Trunk Muscles in a Human»		[Eurasian application]		Belarusia, Kazakhstan, Kirghizia, Moldova, Russia, Tajikistan, Turkmenistan	
8	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	a201610279 18.10.2016	IN20192701522B 16.04.2019	Under consideration	India	Sergii SOLODOVNIK Oleg VIETROV
9	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	a201610279 18.10.2016	JP2019-540507	Under consideration	Japan	Sergii SOLODOVNIK Oleg VIETROV
10	Invention «Elliptical Exercise Device for Simultaneous Training of Shoulder Girdle, Pelvic Girdle and Trunk Muscles in a Human»	a201610279 18.10.2016	2019/02231 09.04.2019	Under consideration	South African Republic	Sergii SOLODOVNIK Oleg VIETROV

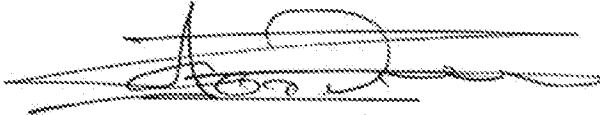
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IN WITNESS WHEREOF the Parties have signed this Agreement on the date first above written.

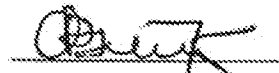
For the Proprietors:

Proprietor 1:




Sergii SOLODOVNIK

Proprietor 2:



Oleg VIETROV

For the Assignee:



Sergii SOLODOVNIK,
Member of the Board