

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BioscopeX ApS	11/24/2024
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Ovesco Endoscopy AG	
<b>Street Address:</b>	Friedrich-Miescher-Strasse 9	
<b>City:</b>	Tübingen	
<b>State/Country:</b>	GERMANY	
<b>Postal Code:</b>	72076	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15031951	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	6104070701	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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<b>NAME OF SUBMITTER:</b>	Denise Morgan	
<b>SIGNATURE:</b>	/Denise Morgan/	
<b>DATE SIGNED:</b>	01/22/2025	
<b>Total Attachments: 40</b>		
source=OV0287P-WOUS_24-11-27_APA _ Annexes BioscopeX-OVE_signed_english_part1#page1.tiff		
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## ASSET SALE AND PURCHASE AGREEMENT

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between

**BIOSCOPEX APS**

as Seller

and

**OVESCO ENDOSCOPY AG**

as Purchaser

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## Asset Sale and Purchase Agreement

by and between

- (1) **BioscopeX ApS**, Faelledvej 17, 7600 Struer, Denmark, registered in the Central Company Register under CVR-number 34618755.

- Seller -

- (2) **Ovesco Endoscopy AG**, Friedrich-Miescher-Straße 9, 72076 Tübingen, Germany, registered in the Commercial Register of the Local Court of Stuttgart under HRB 727461

- Purchaser -

(together the "**Parties**" and each of them a "**Party**")

### RECITALS

- (A) The Seller is a business in the field of medical biopsy devices. The Purchaser is a business in the field of endoscopic and surgical therapy in the gastrointestinal tract for the development of innovative products. The Seller currently develops the "MultiscopeX"-prototype (the "**Prototype**") in Denmark from its offices and manufacturing sites in Denmark.
- (B) The Purchaser wishes to acquire the tangible and intangible assets related to the Prototype and its underlying technology, including all intellectual property related to the Prototype.
- (C) The Seller has obtained the necessary shareholder resolution approving the transfer or licensing of the Prototype Intellectual Property Rights before concluding this Agreement.
- (D) In a further step, the Parties intend to develop the Prototype to manufacturing level together on a contractual basis.

Now, therefore, the Parties agree as follows:

### 1. SALE AND PURCHASE OF ASSETS

The Seller hereby agrees to sell, transfer and assign, and the Purchaser hereby agrees to purchase all right, title and interest in the assets as listed in **Annex 1**, which pertain to the Prototype on the Closing Date (the "**Prototype Assets**").

### 2. INTELLECTUAL PROPERTY RIGHTS

#### 2.1 Sale and Licensing of Prototype Intellectual Property Rights

The Seller hereby transfers and sells, and the Purchaser hereby purchases all Prototype Intellectual Property Rights as listed in **Annex 2.1**, which pertain to the Prototype on the Closing Date (the "**Prototype Intellectual Property Rights**").

#### 2.2 The Prototype Intellectual Property Rights include all patents, trademarks, business designations (*geschäftliche Bezeichnungen*), geographical indications of origin (*geographische Herkunftsangaben*), utility models (*Gebrauchsmuster*), design patents (*Geschmacksmuster*),

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copyrights, semiconductor proprietary rights (*Halbleiterschutzrechte*), plant variety protective rights (*Sortenschutzrechte*), copyrights (including in software and databases), internet domain names, ancillary copyrights (*Leistungsschutzrechte*) and rights or forms of protection having an equivalent or similar effect anywhere in the world, applications for such rights as well as user rights in respect of such rights, the holder of which is the Seller and which pertain to the Prototype on the Closing Date including those listed in Annex 2.1 together with all representations thereof, such as written descriptions, pattern designs, plans or electronic data devices.

- 2.3 To the extent that Prototype Intellectual Property Rights are not transferable (e. g. copyrights), but also as a precaution for all other sold intangible assets, the Seller grants the Purchaser an irrevocable, exclusive, temporally, spatially and materially unlimited rights of use (of all known and unknown types of use) in the Prototype Intellectual Property Rights; Such rights of use, in whole or part, shall be (against payment or free of charge) transferable and sub-licensable or otherwise exploitable, and shall include for the Purchaser, among other things, the right to reproduce, distribute, publicly communicate and make publicly accessible in all known and unknown ways, including the right to edit, transform, combine with other works, convert, develop and otherwise modify, and to use the results of such exploitation to the maximum extent possible.

## 2.4 Registration of Assignments

Without undue delay after the Closing Date, the Purchaser will register the assignment of the Prototype Intellectual Property Rights, where applicable. Seller will provide all necessary information and signatures to register the assignment of the Prototype Intellectual Property Rights. The costs of the registration shall be borne by the Purchaser.

## 2.5 Prosecution and Preservation of Prototype Intellectual Property Rights

The Seller shall be responsible for the maintenance and prosecution of the Prototype Intellectual Property Rights up to (and including) the Closing Date, and the Purchaser shall be so responsible from the day following the Closing Date. As soon as possible after the Closing Date, the Parties will jointly determine the details concerning the discharge of such duties from the Closing Date on, including the continuation of relevant measures and, if necessary, the handing over of the relevant files.

## 2.6 Employee Inventions

The Seller shall indemnify the Purchaser against any claims arising under the Employee Inventions Act (*Gesetz über Arbeitnehmererfindungen*) or similar laws in other jurisdictions relate to the time period up until the Closing Date. The Purchaser shall be responsible for satisfying claims for inventor remuneration relating to the time period after the Closing Date.

## 3. TECHNICAL AND COMMERCIAL KNOWLEDGE; DOCUMENTATION

### 3.1 Sale of Technical Know how

The Purchase Object include all rights in inventions, rights in respect of technical knowledge, technical secrets, processes, formulae and other intangible assets not comprised within the concept of industrial or intellectual property rights, together with all representations of such rights including written descriptions, pattern designs, plans and electronic data devices owned by the Seller and pertaining to the Prototype on the Closing Date (the "Technical Know-how").

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In addition, all user rights and similar rights in respect of all rights described in the previous sentence form part of the Technical Know-how.

## 3.2 Sale and Purchase of Commercial Know-how

The Purchase Object include all rights in respect of commercial knowledge, business secrets, administration and marketing processes, other business documents owned by the Seller and pertaining to the Prototype on the Closing Date (the "**Commercial Know-how**", the Prototype Assets, Prototype Intellectual Property Rights, Technical Know How and the Commercial Know-How together as the "**Purchase Object**").

## 3.3 Sale and Purchase of Software Rights

If applicable, the Purchase Object includes all software and similar rights pertaining to the Prototype, whether created or acquired by the Seller. If the sale and transfer of such rights requires the approval of a third party, the Seller shall use its best efforts to obtain such approval.

## 3.4 Sale and Purchase of Books, Records and other Documentation of the Prototype

The Prototype Assets shall include all books, records and other documentation relating to the Prototype except for those books, records and other documentation the Seller is legally required to retain. The latter shall be delivered to the Purchaser, who shall hold them in custody for the Seller during the statutory retention period and make them available to the Seller upon request. Any impairment of the Purchaser's business operations caused thereby shall be kept at a minimum.

## 4. NO UNDERTAKING TO ASSUME LIABILITIES AND CONTRACTUAL RELATIONSHIPS

The Purchaser will not assume liabilities or contingent liabilities of the Seller. The Purchaser will not assume any contractual relationships of the Seller.

## 5. TRANSFER OF TITLE TO ASSETS

5.1 The Seller hereby transfers title to the movable tangible assets sold pursuant to this Agreement subject to receipt of the payment of the Purchase Price set forth in clause 7.1.

5.2 The rights to the intangible assets sold pursuant to this Agreement including, in particular, the Prototype Intellectual Property Rights, Technical and Commercial Know-how and receivables, are assigned by virtue of this Agreement by receipt of the payment of the Purchase Price set forth in clause 7.1.

## 6. CLOSING; CLOSING ACTIONS

### 6.1 Closing; Closing Date

6.1.1 The Closing shall take place on 25.11.2024.

6.1.2 The date on which the Closing actually occurs shall be referred to as the Closing Date.

### 6.2 Consummation of this Agreement (Closing Actions)

At the Closing the Purchaser shall pay the Purchase Price, in accordance with clause 7.

### 6.3 Consequences of Non-Fulfilment of Closing Actions

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6.3.1 The Purchaser shall have the right to withdraw from this Agreement by written notice to the Seller if the Closing Actions set forth in clause 6.2 have not been fulfilled by [6 months after the Signing Date].

6.3.2 In the event this Agreement is terminated as a result of a withdrawal, the provisions set forth in clauses 18 and 19 shall survive such termination.

## 7. PURCHASE PRICE; CONDITIONS OF PAYMENT

### 7.1 Purchase Price

The aggregate Purchase Price to be paid by the Purchaser for the tangible and intangible assets related to the Prototype sold and purchased hereunder shall amount (net) EUR 100.000 (in words: one hundred thousand Euro) (the "**Purchase Price**"), plus Value Added Tax, if applicable.

### 7.2 Payment Procedures

7.2.1 Any payments owed by the Purchaser to the Seller under this clause 7 shall be made by the Purchaser free and clear of costs and charges in immediately available funds to the following bank account of the Seller (the "**Seller's Account**"):

Bank account number: Reg. no. and account no. 7500 - 0001370487 kept with Hvidbjerg Bank

IBAN: DK59 7500 0001 3704 87

SWIFT ID: HVBADK21

7.2.2 Any payments owed by the Seller to the Purchaser under this clause 7 shall be made by the Seller free and clear of costs and charges in immediately available funds to the following bank account of the Purchaser (the "**Purchaser's Account**"):

Bank account number: 109949 kept with Kreissparkasse Tübingen

IBAN: DE43 6415 0020 0000 1099 49

BIC: SOLADEST1TUB

7.2.3 Any payment under this clause 7 shall be deemed made as soon as it has been credited to the account of the respective recipient.

## 8. SELLER GUARANTEES

The Seller hereby guarantees to the Purchaser, by way of independent promises of guarantee (*selbständige Garantiever sprechen*) within the meaning of sec. 311 para. 1 BGB and subject to the requirements and limitations provided in clause 9 below or otherwise in this Agreement, that the statements set forth in clauses 8.1 to 8.9 (the "**Seller Guarantees**") are complete and correct as of the Signing Date and as of the Closing Date unless another relevant point in time has been stipulated therein, it being understood that such statements shall not constitute quality guarantees concerning the object of the purchase (*Garantien für die Beschaffenheit der Sache*) within the meaning of sec. 443 para. 1, 444 BGB.

### 8.1 Title to and Other Issues regarding Prototype Assets



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To the extent the statements made in **Annex 8.1 (a)** do not otherwise indicate, the sale, transfer and/or licensing of the Prototype Assets sold from the Seller to the Purchaser do not require the consent and does not infringe the rights of third parties. The Seller has the right to freely dispose of the Prototype Assets. The Prototype Assets comprise all assets used in connection with and necessary to carry on the current operations of the Prototype. Except for the assets listed in **Annex 8.1 (b)** to this Agreement, the Seller is the legal and beneficial owner of all of the Prototype Assets. Such assets are free of any encumbrances or any other rights in favor of third parties. Except as indicated otherwise in Annex 1, the tangible assets of the Prototype sold pursuant to clause 1, are (i) in good operating condition and repair, (ii) free of any latent structural or engineering defects and (iii) suitable for their intended use. Upon transfer and/or licensing of the Prototype Assets, the Purchaser shall acquire full and unrestricted title to such assets, free and clear of any rights of third parties.

## 8.2 Enforceability of Agreement

This Agreement constitutes legal, valid and binding obligations of the Seller, enforceable under German law against the Seller in accordance with its terms. The Seller is not required to give any notice to any third party (including authorities or other public bodies) or to obtain any third party's consent or authorization in connection with the execution and consummation of this Agreement by the Seller under applicable private or public law. The execution and consummation of this Agreement do not constitute any rights of cancellation or reclaim or other rights of any counterparty of any third parties. Any actions required on part of the Seller in order to validly authorize and perform the execution and consummation of this Agreement have been taken. In particular, all necessary consents and approvals by corporate bodies and shareholders have been validly granted.

## 8.3 Corporate Status and Authority of the Seller

The Seller has been duly established under the laws of its jurisdiction of incorporation, validly exists and has its actual center of administration in its country of incorporation. The Seller has at any time had and continues to have the corporate power and authority to carry on its business as heretofore conducted.

## 8.4 Intellectual Property; Information Technology

8.4.1 Annex 2.1 completely and correctly lists all Intellectual Property Rights held by the Seller which relate to the Prototype (the "**Prototype Intellectual Property Rights**"). The Seller is the sole and unencumbered holder of the Prototype Intellectual Property Rights. No licenses have been granted to third parties with respect to any of the Prototype Intellectual Property Rights, and the Seller is under no obligation to grant any such rights of use.

8.4.2 The Seller has at all times protected as trade secrets any Prototype Know-how from access by third parties. For the purposes of this Agreement, Prototype Know-how means all information (including information comprised in or derived from formulae, designs, specifications, lists, technical descriptions and drawings), irrespective of whether and in what manner it has been memorialized, which relates to activities of the Prototype (including procurement, research and development, production, information technology, quality management, marketing, logistics, sales and distribution and customer relations) and which is generally not know to the public. No licenses or other rights of use for the Know-how were granted to third parties.

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- 8.4.3 The Prototype Intellectual Property Rights are valid, subsisting and enforceable. They have been duly maintained, and any renewal, application and other official registry fees and measures required for their maintenance, protection and enforcement have been paid and taken. In particular, the Seller has duly and timely fulfilled all obligations with respect to the Prototype Intellectual Property Rights and Know-how. Except for the royalties, license fees or other compensation listed in **Annex 8.4.3**, the Seller is not under any payment obligation to third parties with respect to any Prototype Intellectual Property or Know-how. To the Seller's Best Knowledge, no Prototype Intellectual Property have been, or are currently, violated by any third party. To the Seller's Best Knowledge, no part of the Prototype Know-how has been or currently is misappropriated or used illegally by any third party.
- 8.4.4 None of the Prototype Intellectual Property Rights or Know-how is subject to arbitration, litigation or administrative proceedings, and there exist no circumstances which would justify such arbitration, litigation or administrative proceedings in the future. The use of the Prototype Intellectual Property Rights and Know-how by the Seller does not contravene, infringe or violate any legal provisions, Intellectual Property Rights or other rights of third parties. No third party has asserted, or threatened to assert, any claims or other rights with respect to (i) the Prototype Intellectual Property Rights, Licenses or Know-how, (ii) the use of the Prototype Intellectual Property Rights, Licenses or Know-how by the Seller, (iii) any alleged violation of any other Intellectual Property Rights, licenses or other rights of use, and there exist no circumstances which would justify such assertion.
- 8.4.5 The Seller has the unrestricted and exclusive rights to all inventions, developments and other work products made by their managing directors, supervisory board members, employees, freelancers, service providers, contractors and other third parties (including such third parties' managing directors and employees) arising from any activity for, or in the course of, the Prototype. In particular, the Seller has each exercised all rights under the German Act on Employee Inventions (*Arbeitnehmererfindungsgesetz*) or similar laws in other jurisdictions and discharged all obligations under these laws.
- 8.4.6 The Seller has not used or infringed any third party's Intellectual Property Rights or know-how. Additional Intellectual Property Rights, know-how or information technology are not needed by the Seller in order to carry on the Prototype in the manner and in the scope as they were carried on until the Signing Date and in accordance with current plans for the future.
- 8.5 Taxes
- All Taxes due and payable prior to or on the Closing Date by the Seller with respect to the Prototype have been and will be timely and fully paid. No investigations, tax audits, or other regulatory or judicial proceedings in connection with the Taxes of the Seller have been instituted, are forthcoming or have been threatened, to the extent that they relate to the period of time up to and including the Closing Date. The Seller has not received any tax ruling or entered into any written and legally binding agreement and is currently not negotiating any such agreement with any Tax Authority which would affect the Tax situation of the Seller with respect to the Prototype in relation to any period ending after the Closing Date.
- 8.6 Official Permits; Public Grants

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8.6.1 **Annex 8.6.1** contains a complete and accurate set of copies of all official permits, permissions, prohibitions, interdictions, sanctions (*Auflagen*), conditions (*Bedingungen*) and other official notifications (*Bescheide*) and orders (*Verfügungen*) of any authority (together the "Permits") relating to the Prototype which are still valid and in force. The requirements of all Permits have been duly observed and will be duly observed up to and including the Closing Date. There do not exist any other Permits. The execution and consummation of this Agreement will not conflict with any Permits. No Permit has been or is about to be revoked, suspended, annulled, restricted, tightened or otherwise modified in whole or in part, and there are no circumstances which would justify such modification in the future.

8.6.2 **Annex 8.6.2** contains a complete and accurate list of all public grants, in particular all state aid within the meaning of Article 87 of the EC Treaty awarded to the Seller with respect to the Prototype within the past 10 years prior to the Signing Date (the "Public Grants"), specifying the nature, amount and material terms and conditions of such Public Grants. All Public Grants have at all times been applied for, received and used only in accordance with applicable law. The Public Grants will remain in full force and effect and available for use by the Purchaser with respect to the Prototype on unchanged terms and conditions and will, in particular, not have to be repaid as a result of the consummation of this Agreement or due to any other circumstances. None of the terms of the Public Grants requires the Seller to maintain a certain number of employees at any location or in any region or to maintain any business generally or in any specific region and no such obligation will arise as a result of the execution and consummation of this Agreement.

## 8.7 Legal Disputes

No legal controversy or proceeding is initiated, pending, imminent or intended against or by the Seller in relation to the Prototype. No legal controversy or proceeding concerning the Prototype has been settled. The foregoing shall apply mutatis mutandis to legal controversy or proceedings initiated against managing directors, supervisory board members, members of other corporate bodies or employees of the arising from or in connection with their service for the Seller in relation to the Prototype.

## 8.8 Accuracy of Information

Any and all information which was provided or made available to the Purchaser and its advisors by the Seller prior to the Signing Date in relation to the Prototype is complete and correct. All facts relating to the Prototype which a prudent merchant would reasonably view as material to properly assess the opportunities and risks of acquiring the Prototype have been fully disclosed to the Purchaser in written form. At the Signing Date, there are no material facts or circumstances which in the future could have a Material Adverse Effect on the Prototype, except for general developments of the economy or the market situation, and which are not disclosed in this Agreement or have otherwise been disclosed to the Purchaser in writing prior to the Signing Date.

## 8.9 Seller's Best Knowledge

For the purposes of this Agreement, any fact or circumstance shall be deemed to exist to the Seller's Best Knowledge whenever a Relevant Individual knows, knew or should have known (*Kennen oder Kennenmüssen*) such fact or circumstance, including any fact or circumstance the

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knowledge of which is attributable to the Seller under the applicable statutory provisions. For the purposes of this clause 8.9, Relevant Individuals shall be Ole Kjeldsen and Henrik Harboe.

## 9. REMEDIES

### 9.1 Restitution in Kind; Damages

9.1.1 If and to the extent that any of the Seller Guarantees set forth in clause 8 is breached, the Seller, within a period of 30 Banking Days of receiving written notice from the Purchaser, shall place the Purchaser in such position as the Purchaser would have been in if such breach had not occurred (restitution in kind- *Naturalrestitution*). If the breach results from the existence of a liability, the Purchaser's right to request restitution in kind shall include the right to full indemnification from such liability.

9.1.2 To the extent that restitution in kind as contemplated by clause 9.1.1 is impossible or insufficient to fully compensate the Purchaser, the Seller shall pay monetary damages (*Schadenersatz in Geld*) to the Purchaser. If restitution in kind is fully impossible, such monetary damages shall replace the remedy of restitution in kind; otherwise, monetary damages shall be owed as a supplement to the restitution in kind.

9.1.3 If and to the extent that the Seller fails to provide the requested restitution in kind within the period set forth in clause 9.1.1, the Purchaser, in its absolute discretion, in whole or in part and in lieu of its right to demand restitution in kind, shall have the right to request the payment of monetary damages to itself in such amount as would be necessary to achieve the same effect as a restitution in kind. Until full performance by the Seller the Purchaser may freely modify its request.

### 9.2 Threshold

The Seller shall not be liable for breach of Seller Guarantee pursuant to clause 8 unless the aggregate amount of all Guarantee Claims exceeds EUR 5.000,00 (five thousand euros) (Threshold – *Freigrenze*). If the aggregate amount of all Guarantee Claims exceeds the Threshold, the Seller shall be liable for the total amount (including the Threshold). The Threshold shall not apply where a Seller Guarantee was incomplete or incorrect due to the Seller's willful or grossly negligent (*vorsätzlich oder grob fahrlässig*) conduct, in which case the relevant Guarantee Claims must always be satisfied in full and the amount of the Threshold will be reduced by the amount of such Guarantee Claims.

### 9.3 Liability Cap

The aggregate liability of the Seller under Guaranty Claims pursuant to clause 8 shall be capped at an amount of an amount equal to 100% of the Purchase Price (the "**Liability Cap**"), provided that any claims for breach of the Seller Guarantees set forth in clauses 16.1 to 16.3, or where the breach of a Seller Guarantee is the result of the Seller's willful or grossly negligent (*vorsätzlich oder grob fahrlässig*) conduct, shall not be subject to the Liability Cap.

### 9.4 Duties of Information

The Purchaser shall promptly inform the Seller if any third party or public authority brings action against or otherwise invokes the liability of the Purchaser with respect to the Prototype such that the Purchaser would have a Guaranty Claim against the Seller in the event such action was successful. The Purchaser shall involve the Seller in the defense against any such action if and to the extent the Purchaser, in its sole discretion and giving due regard to its own interests,

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considers that such involvement would be useful in defending against such claim. In particular, the Purchaser shall give the Seller an opportunity to assess the relevant circumstances from a legal and factual viewpoint. Where the Seller takes any action with respect to such third party, it shall comply with any directions given by the Purchaser. Subject to the provisions of sec. 254 BGB, the Guaranty Claim shall remain unaffected by a Purchaser's violation of its duty to inform and to cooperate.

## 10. TAX INDEMNIFICATION

### 10.1 Definitions

Tax(es) within the meaning of this Agreement shall mean any taxes (*Steuern*), fees (*Gebühren*), customs duties (*Zölle*) and contributions (*Beiträge*) of any kind including social security contributions (*Sozialversicherungsbeiträge*) and other public charges (*öffentlich-rechtliche Abgaben*) of any kind that are levied by any federal, state, or local tax authorities or equivalent foreign governmental agencies or any other sovereign body (collectively referred to as the Tax Authority) or due under any legal provision. For the purposes of this Agreement, Tax(es) shall further include any payments made or to be made as tax indemnitor (*Haftungsschuldner*), payments based on trade tax and VAT cost sharing agreements (*Gewerbesteuer- und Umsatzsteuerumlageverträge*) or comparable agreements or indemnity agreements concerning taxes (*Steuerfreistellungsvereinbarungen*) as well as all incidental tax charges (*steuerliche Nebenleistungen*) such as interest, cost and tax surcharges as well as any penalties (*Straf- und Bußgelder*) in connection with Taxes which are owed by law or imposed by any Tax Authority within the meaning of sec. 3 German Tax Code (*Abgabenordnung*) or any comparable foreign legal provision.

### 10.2 Indemnification

The Seller shall indemnify and hold harmless the Purchaser from and against

10.2.1 all unpaid Taxes (i) which were or are levied against the Purchaser and which relate to the Prototype (hereinafter referred to as "**Seller's Taxes**") and (ii) which are attributable to the period up to and including the Closing Date or which result from activity occurred on or before the Closing Date;

10.2.2 any liability (*Haftung*) resulting from or in connection with a breach of the Seller Guarantee set forth in clause 8.5.

### 10.3 Tax Benefits

If a circumstance or event giving rise to a claim under clause 10.2 has resulted in a Tax benefit accruing to the Purchaser and such Tax benefit would not otherwise have accrued, neither as a result of such circumstance or event nor by taking into account any other potential Tax benefit including any benefit derived from a subsequent assessment period, the following shall apply: The amount by which the Tax liability otherwise due would have been reduced shall first be deducted from an indemnification claim then due under clause 10.2 and, to the extent that the amount of the benefit has not already been used up, from indemnification claims becoming due in the future pursuant to clause 10.2.

### 10.4 Exclusion of Seller's Liability

The Seller shall not be liable for any Taxes attributable to periods ending prior to or on the Closing Date if they are based on changes that were made by the Purchaser after the Closing

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Date to their previous accounting and taxation practices, except if such changes were required under mandatory law or under applicable generally accepted accounting principles.

## 11. LIMITATION ON SELLER'S LIABILITY

### 11.1 Time Limits

All claims of the Purchaser arising under clauses 9 and 10 of this Agreement shall be time-barred twenty-four (24) months after the Closing Date, except for

- 11.1.1 any Guarantee Claim of the Purchaser arising from a breach of the Seller guarantees contained in clauses 8.1 to 8.4.6, which shall be time-barred at the end of thirty (30) years after the Closing Date;
- 11.1.2 any claim of the Purchaser arising under clause 10 (Tax Indemnity), which shall be time-barred on the later of (i) the expiry of a period of thirty-six (36) months after the Closing Date and (ii) the expiry of a period of twelve (12) months after the date of the final, non-appealable assessment concerning the Tax in question;
- 11.1.3 any claim of the Purchaser arising from a willful or gross negligent breach of a Seller Guarantee, which shall be time-barred in accordance with the statutory rules set forth in sec. 195, 199 BGB, unless such claim is time-barred under paragraphs 11.1.1 to 11.1.3 above at a later date.

### 11.2 Tolling of Statute of Limitation

- 11.2.1 The limitation (*Verjährung*) of claims under this Agreement shall be tolled (*gehemmt*) as soon as the Purchaser notifies the Seller in writing that it intends to bring a claim against the Seller. Such tolling shall end after six (6) months. Any tolling of the limitation period based on statutory provisions shall continue to apply.
- 11.2.2 The provisions of sec. 203 BGB shall apply only if the Parties agree in writing that the period of limitation shall be tolled due to the pendency of settlement negotiations between the Parties. In this case the tolling shall expire as soon as one of the Parties notifies the other Party in writing that such negotiations are terminated.

## 12. POST-CLOSING COOPERATION; CONDITION PRECEDENT

- 12.1 After the Closing, the Parties shall cooperate and assist each other on a contractual basis, attached hereto as Annex 12.1 (the "Cooperation Agreement").
- 12.2 This Agreement and the Cooperation Agreement shall only be effective upon the effective execution of the other agreement between the Parties. Until such time as this Agreement and the Cooperation Agreement are duly executed, the other agreement shall remain a precedent condition and shall have no legal effect.

## 13. REVERSION OF RIGHTS

In the event that the development of the Prototype does not reach the manufacturing level as set out in the Cooperation Agreement (Annex 12.1, clause 4.4) within a period of no more than 36 months after the execution of this Agreement, the Parties shall mutually agree whether the Prototype Intellectual Property Rights under this Agreement and any Foreground of the Seller

# Rödl & Partner

under the Cooperation Agreement shall revert to the Seller and the terms and conditions of such reversion.

## 14. OPTION OR PARTICIPATION ON THE PURCHASE PRICE

- 14.1 In the event that the Purchaser wishes to sell the Prototype Intellectual Property Rights related to the prototype under this Agreement to a third party, the Purchaser shall notify the Seller, who is hereby granted an option to purchase the Prototype Intellectual Property Rights on the terms and conditions agreed with the third party. The Seller shall be granted a period of 2 weeks from the date of the notification to the Seller to exercise the option in writing. The option shall be exercised within this period if the Seller's notice to exercise the option is received by the Purchaser.
- 14.2 Should the Seller not exercise the option and should the Purchaser sell the Prototype Intellectual Property Rights und this Agreement to a third party, the Parties shall mutually agree on the terms and conditions of an appropriate participation on the purchase price.

## 15. NON-COMPETITION

- 15.1 For a period of two years from the Closing Date, the Seller shall not engage in an activity which would compete, either directly or indirectly, with the activities of the Purchaser in relation to the Prototype. For said period, the Seller shall not establish, acquire, or invest either directly or indirectly in any company or other enterprise which competes either directly or indirectly with the Purchaser's business in relation to the Prototype. It is understood, however, that the Seller shall be entitled to acquire up to 5 % of the shares of any publicly listed companies, provided that it is impossible for the Seller to exert any influence on the management bodies of such companies.
- 15.2 In the event of a breach of the covenants set forth in clause 15.1, the Purchaser shall initially request in writing upon setting a reasonable grace period that the Seller cease and desist from committing such breach and cause any enterprise controlled by it to cease and desist from committing such breaches. After the grace period set by the Purchaser has expired unsuccessfully, the Seller shall pay to the Purchaser a contractual penalty (*Vertragsstrafe*) in the amount of EUR 50.000 (fifty thousand euros) for each subsequent incident involving a breach. In the event of a continuing breach, a contractual penalty in the amount of EUR 100.000 (one hundred thousand euros) shall be payable again for each month commenced in which the breach persists. If the Seller seriously and definitively refuses to stop breaching conduct, a formal notice of default (*Abmahnung*) as set forth in sentence 1 shall not be required.

## 16. CONFIDENTIALITY AND PRESS RELEASES

### 16.1 Confidentiality with respect to Prototype

The Seller shall treat all information it has concerning the Prototype as strictly confidential, shall effectively protect such information from access by third parties, and shall not use such confidential information for its own purposes or for the purposes of any third party. The foregoing shall not apply to any facts that are publicly known, that become publicly known without a violation of this covenant, or the disclosure of which is required by law or by the applicable capital markets rules.

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## 16.2 Confidentiality with respect to this Agreement and the Parties

The Parties shall treat as strictly confidential all information which they have obtained in connection with the negotiation, the execution or the consummation of this Agreement and which concerns the contents of this Agreement, the other Parties shall effectively protect such information from access by any third parties and shall not use such information for their own purposes or for the purposes of any third party. The foregoing shall not apply to any facts that are publicly known, become publicly known without a violation of this covenant, or the disclosure of which is required by law or by the applicable capital markets rules. The confidentiality undertaking does not apply if and to the extent that the parties mutually agree to communicate any relevant information to third parties (such as shareholders, suppliers, etc.).

## 16.3 Passing on of confidential Information

The Purchaser may disclose any information that is protected under clause 16.2 to any third party, to the extent that such disclosure is necessary to perform this Agreement or otherwise required to protect the Purchaser's fair interest (*berechtigte Interessen*). Before disclosing any such information, the Parties shall obtain from the recipient of such information a written undertaking by which such recipient commits to confidentiality according to clause 16.2.

## 16.4 Press Releases

Prior to issuing any press release or making any similar voluntary announcement with respect to this Agreement, its formation or its performance, the Parties shall agree on the form and content of such press release or similar announcement. If a public announcement is required by law or under the applicable capital markets rules, then the Parties shall endeavor to coordinate with one another in advance.

## 17. COSTS AND TRANSFER TAXES

### 17.1 Advisors' Costs

Each Party shall bear its own costs and expenses in connection with the preparation, negotiation, conclusion and consummation of this Agreement, including any professional fees and charges of its advisors.

### 17.2 Transfer Taxes

Any transaction taxes (*Verkehrssteuern*) and similar domestic or foreign taxes, fees or charges resulting from the conclusion or performance of this Agreement shall be borne by the Parties in equal amounts.

## 18. ASSIGNMENT AND TRANSFER OF RIGHTS AND OBLIGATIONS

No Party may assign or transfer this Agreement or any rights and obligations thereunder, in whole or in part, to any other party without the prior written consent of the other Party. For avoidance of doubt, this does not apply to the Prototype Intellectual Property Rights, which are fully transferable and licensable.

## 19. NOTICES

### 19.1 Form of Notices



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Any legally binding statements and other notices (together "Notices") in connection with this Agreement shall be made in writing (*Schriftform*) unless notarization or any other specific form is required by mandatory law. The written form requirement shall be satisfied through transmission by email or exchange of letters.

## 19.2 Notices to the Seller

Any Notices to be delivered to the Seller hereunder shall be addressed as follows:

BioscopeX ApS, Faelledvej 17, 7600 Struer, Denmark, attn. Ole Kjeldsen, OK@Bioscopex.dk

## 19.3 Notices to the Purchaser

Any Notices to be delivered to the Purchaser hereunder shall be addressed as follows:

Ovesco Endoscopy AG, Friedrich-Miescher-Straße 9, 72076 Tübingen, Germany, Attn. Prof. Dr. Marc Schurr, marc.schurr@novineon.com

## 19.4 Change of Address

The Parties shall without undue delay give written Notice to the other Parties and its advisors of any changes in the addresses set forth in clauses 19.2 to 19.3. In the absence of such communication, the address stated above shall remain in place.

## 19.5 Notices to Advisors

The receipt of Notices or any copies thereof by the Parties' advisors shall not constitute the receipt, or serve as a substitute for the receipt of, such Notice by the Parties themselves, irrespective of whether the delivery of such copy was mandated by this Agreement.

## 20. MISCELLANEOUS

### 20.1 Governing Law

This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### 20.2 Exclusive place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising of this Agreement is Tübingen, Germany.

### 20.3 Banking Day

For the purposes of this Agreement, Banking Day means a day on which banks are open for business in Stuttgart.

### 20.4 Interest

The interest rate shall be 4 %.

### 20.5 Amendments to this Agreement

Any amendment of, supplement (*Ergänzung*) to or termination (*Aufhebung*) of this Agreement, including any modification of this clause, shall be valid only if made in writing, except where more stringent form requirements (e.g. notarisation) must be satisfied under applicable law.

### 20.6 References to German Legal Terms

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20.6.1 Where a set of facts is to be assessed under the laws of a foreign jurisdiction, any reference in this Agreement to any German legal term shall be deemed to include a reference to the functionally equivalent (*funktionsgleich*) legal term under the laws of such jurisdiction. If there is no functionally equivalent legal term under the foreign law, then such legal term under the relevant foreign law which most closely reflects the functionality of the legal term under German law shall be referenced into the Agreement.

20.6.2 Where the English wording of this Agreement is followed by a German legal term set in parenthesis and in italics, the German legal term shall prevail.

20.6.3 Unless the context requires otherwise, the phrases „including“, „including, in particular“ or „in particular“ shall be interpreted to be non-restrictive and without limitation.

## 20.7 Annexes

All Annexes to this Agreement form an integral part of this Agreement.

## 20.8 Entire Agreement

This Agreement constitutes the final, complete expression of agreement between the Parties with respect to the subject matter covered herein and supersedes any and all previous negotiations, agreements and understandings, whether written or verbal, between the Parties with respect to the subject matter of this Agreement or parts thereof. There are no side agreements to this Agreement.

## 20.9 Severability

Should any provision of this Agreement be or become, either in whole or in part, void (*nichtig*), ineffective (*unwirksam*) or unenforceable (*undurchsetzbar*), then the validity, effectiveness and enforceability of the other provisions of this Agreement shall remain unaffected thereby. To the extent permitted by law, any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as most closely reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision regarding its subject-matter, scale, time, place and scope of application. The aforesaid rule shall apply mutatis mutandis to any gap (*Lücke*) that may be found to exist in this Agreement.

On behalf of BioscopeX,

Struer, 24.11. 2024



Signature

On behalf of Ovesco Endoscopy AG,

Tubingen, 25.11. 2024



Signature

**Annex 1**

**Prototype Assets**

Number of items	Description
10	Handles including all sub parts
5	Front-Tools including sub parts but exclude jaw parts and needle parts
5	Wire #1
5	Wire #2
10	Needle removal tools
1	MultiScopeX prototype model 2,8mm working channel
1	Help tool for the needle barbs creation
1	Help tool for bending the needle clutch
1	CAD drawing in 2D PDF format for the complete MultiScopeX 2D drawings for all individual parts including assembly drawing for all parts in one drawing
1	CAD files in 3D STEP format for the complete MultiScopeX 3D part file for all individual parts including all parts assembled in one STEP file
1	CAD files in 3D format for the "new handle" concept 3D part file for all individual parts including all parts assembled in one STEP file

**Annex 2.1**

**Prototype Intellectual Property Rights**

Application No.	Application Date	Publication No.	Publication Date	Country/Region	Type	Next Renewal
14789844	28.10.2014	3062708	07.09.2016	EP	Patent	/
14789844	28.10.2014	60 2014 071 252.5	07.05.2015	DE	Patent	31.10.2025
14789844	28.10.2014	2841049	07.07.2021	ES	Patent	31.01.2025
14789844	28.10.2014	3062708	07.09.2016	FR	Patent	31.10.2025
14789844	28.10.2014	3062708	07.09.2016	GB	Patent	28.10.2025
14789844	28.10.2014	3062708	14.10.2020	IT	Patent	31.10.2025
2965718	28.10.2014	2965718	07.05.2015 (Grant Date 28.12.2021)	CA	Patent	28.10.2025
JP,2016-550987	28.10.2014	JP,2016-538979,A (Registration No. JP,6426748,B)	15.12.2016	JP	Patent	28.10.2025
15031951	28.10.2014	20160262735 (Grant No. 10441253)	15.09.2016 (Grant Date 15.10.2019)	US	Patent	Between 15.10.2026 and 15.04.2027

**Annex 8.1 (a)**

**Consent required for sale / transfer / licensing of Prototype Intellectual Property**

2

Not applicable



**Annex 8.1 (b)**

**Assets where the Seller is not legal and beneficial owner**

Not applicable

**Annex 8.3**

**NDA**

## **Geheimhaltungsvereinbarung**

Zwischen

**Ovesco Endoscopy AG**  
vertreten durch  
den Vorstandsvorsitzenden  
Herrn Professor Dr. Marc O. Schurr  
Friedrich-Miescher-Str. 9, 72076 Tübingen

im Weiteren „Ovesco“

und

**BioScopeX ApS**  
vertreten durch  
den Geschäftsführer (CEO)  
Herrn Ingenieur Ole Kjeldsen, CEO  
Faelledvej 17, 7600 Struer, Denmark

im Weiteren „Vertragspartner“

1. Ovesco steht mit dem Vertragspartner in Zusammenarbeit bei BioScopeX ApS produkt MultiScopeX (Multiple biopsy forceps) Der Vertragspartner und Ovesco werden hierzu geheimhaltungsbedürftige Informationen austauschen. Um diesen Austausch zu regeln, gilt diese Vereinbarung.
2. Der Vertragspartner und Ovesco verpflichten sich, alle ihnen jeweils zur Kenntnis gelangten Informationen der anderen Seite, seien sie technischer oder wirtschaftlicher Art einschließlich aller Unterlagen und sonstigen Aufzeichnungen von Daten, welche die Zusammenarbeit betreffen, geheim zu halten. Weder der Vertragspartner noch Ovesco dürfen diese Informationen für Dritte zugänglich machen, noch dürfen sie für einen anderen Zweck verwendet werden als im Rahmen der Zusammenarbeit.
3. Die Geheimhaltungsverpflichtung gilt nicht für Informationen,
  - welche der Vertragspartner und Ovesco zum Zeitpunkt der Überlassung der vertraulichen Informationen durch Ovesco bzw. den Vertragspartner ohne Verpflichtung zur Geheimhaltung bereits besitzt
  - welche zum Zeitpunkt der Überlassung bereits veröffentlicht sind,
  - welche rechtmäßig von dritter Seite ohne Bruch von Geheimhaltungsverpflichtungen erhalten wurden, oder
  - welche nachweislich unabhängig von den vertraulichen Informationen in Besitz sind.
4. Der Vertragspartner bzw. Ovesco wird alle geeigneten Vorkehrungen treffen, um die Geheimhaltung sicherzustellen. Insbesondere wird der Vertragspartner sowie Ovesco vertrauliche Informationen nur an solche Mitarbeiter weitergeben, die sie aufgrund ihrer Tätigkeit erhalten müssen. Der Vertragspartner sowie Ovesco wird die Unterlagen mit vertraulichen Informationen, soweit nicht unmittelbar damit gearbeitet wird, unter Verschluss halten.
5. Nach Beendigung der Verhandlungen verpflichten sich die beiden Parteien unverzüglich alle in ihrem Besitz befindlichen Unterlagen und Materialien über die vertraulichen Informationen herauszugeben. Ein Zurückbehaltungsrecht ist ausgeschlossen. Soweit die Parteien sich gegenseitig auffordern, müssen selbst erstellte Unterlagen und Träger, die vertrauliche

**PATENT**

**REEL: 070099 FRAME: 0725**

Informationen enthalten, vernichtet werden. Die Vernichtung haben die Parteien schriftlich zu bestätigen.

6. Diese Geheimhaltungsvereinbarung gilt bis zum Ablauf von drei Jahren nach der Beendigung der Zusammenarbeit bzw. dem Abbruch der Vertragsverhandlungen zwischen den Parteien weiter.
7. Änderungen und Ergänzungen dieser Vereinbarung bedürfen der Schriftform.
8. Sollten einzelne Bestimmungen dieser Vereinbarung unwirksam sein oder werden, bleibt die Wirksamkeit der übrigen Bestimmungen unberührt. Der Vertragspartner sowie Ovesco werden anstelle der unwirksamen Bestimmung eine solche vereinbaren, die dem wirtschaftlichen Zweck der unwirksamen Bestimmung am nächsten kommt.
9. Es gilt deutsches Recht. Gerichtsstand ist Tübingen.

Tübingen, den 24.3.23

Ovesco Endoscopy AG



Prof. Dr. Marc O. Schurr  
Vorstandsvorsitzender/CEO

Struer, Denmark den 24.03.2023

BioScopeX ApS



Ole Kjeldsen - CEO

**Annex 8.6.1**

**Official permits relating to the Prototype**

Date	Issuing authority	Subject matter
04.04.2016	Danish Medicines Agency	Clinical trials
19.05.2016	Center For Health The Scientific Ethics Committees	Clinical trials
02.11.2017	Center For Health The Scientific Ethics Committees	Clinical trials

**Annex 8.6.2**

**Public grants of the last 10 years**



Issuing Authority	Start date End date	Amount	Purpose	Case no.	Contact person Phone no Email
Grant #1 Danish Innovation Fond (Innobooster)	8/3-2016 30/6-2016	399.176 DKK (€53.581)	Develop a smaller prototype model for 2,8mm working channel	5179-00758B	Rikke Larsen +45 35446200 fi@fi.dk
Grant #2 Danish Innovation Fond (Innobooster)	18/10-2016 18/3-2017	475.658 DKK (€63.847)	Develop a longer chamber for more samples	6123-00791B	Bente Dørum +45 72317800 siu@ufm.dk
Grant #3 The Danish Agency for Education and Research (EUroOPstart)	18/1-2022	50.000 DKK (€6.711)	Small grant, granted for writing a bigger EIC-A application	2072 00090B	Bente Dørum +45 72317800 bevilling@ufm.dk

**Annex 8.4.3**

**Payment obligations to third parties**

Not applicable

**Annex 12.1**

**Cooperation Agreement**

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## COOPERATION AGREEMENT

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between

**BIOSCOPEX APS**

as BioscopeX

and

**OVESCO ENDOSCOPY AG**

as Ovesco

# Rödl & Partner

## Cooperation Agreement

by and between

- (1) **BioscopeX ApS**, Faelledvej 17, 7600 Struer, Denmark, registered in the Central Company Register under CVR-number 3461875.

- BioscopeX -

- (2) **Ovesco Endoscopy AG**, Friedrich-Miescher-Str. 9, 72076 Tübingen, Germany, registered in the Commercial Register of the Local Court of Stuttgart under HRB 727461

- Ovesco -

(together the "**Parties**" and each of them a "**Party**")

### RECITALS

- (A) BioscopeX is a business in the field of medical biopsy devices. Ovesco is a business in the field of endoscopic and surgical therapy in the gastrointestinal tract for the development of innovative products. BioscopeX currently develops the "MultiscopeX"-prototype (the "**Prototype**") in Denmark from its offices and manufacturing sites in Denmark.
- (B) Ovesco wishes to acquire the tangible and intangible assets related to the Prototype and its underlying technology, including all intellectual property needed related to the Prototype. Therefore, the parties agree upon an ASSET SALE AND PURCHASE AGREEMENT (APA).
- (C) In a further step, the Parties intend to develop the Prototype to manufacturing level together on a contractual basis.

Regarding this future cooperation the parties agree upon the following:

#### 1. **CONDITION PRECEDENT**

Both, this Cooperation Agreement and the APA will only be effective upon the effective execution of the other agreement between the Parties. Until such time as the APA and the Cooperation Agreement are duly executed, the other agreement shall remain a precedent condition and shall have no legal effect.

#### 2. **SUBJECT MATTER OF AGREEMENT**

The subject matter of the Agreement is the cooperation of the parties in the development of the Prototype version 10 and version 10a up to manufacturing level. The exact scope of the work to be performed by the Parties, including the respective milestones to reach the defined manufacturing level, as well as the deadlines for the completion of the milestones, including the final deadline, are specified in the research plan attached as **Annex 2** to this Agreement.

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## 3. PERFORMANCE OF WORK

- 3.1 The Parties shall commence work immediately after the entry into force of this Agreement. The scope of the work, milestones, manufacturing level and deadlines set out in **Annex 2** shall be binding upon the Parties.
- 3.2 Both parties acknowledge that several Prototype functions require further research and development to reach Manufacturing Level as specified in **Annex 2**. Both parties will work mutually and proactively on finding a suitable technical solution for these Prototype functions.
- 3.3 BioscopeX will advise Ovesco in the setup of the manufacturing, using its existing knowledge and experience.
- 3.4 The parties shall, after prior consultation, provide each other with all the information necessary for the performance of the work. All documents, objects or other means required by one of the parties for the performance of the work shall be provided by the other party free of charge. They shall be used exclusively for the performance of the work and shall be returned to the other party upon completion of the work.

## 4. DEADLINES AND COMPLETION OF WORK

- 4.1 The deadlines for the completion of work including the final deadline are included in the schedule attached as **Annex 2** to this Agreement.
- 4.2 The cooperation is completed if the results agreed-upon in **Annex 2** have been reached by the parties.
- 4.3 Upon completion, minutes shall be drawn up which approve the satisfactory completion of the cooperation project signed by both parties.
- 4.4 The cooperation shall also be deemed to be completed if, after 36 months after execution of this Cooperation Agreement, it is determined that the planned manufacturing level of the Prototype cannot be achieved and Ovesco does not desire to continue the cooperation project under unchanged conditions of the cooperation. In that case Ovesco shall inform BioscopeX by registered mail about its decision that the cooperation project is not to be continued. BioscopeX shall document the services and technical results provided up to such date with an intermediate result and provide these documents to Ovesco as the contractual consideration. In this case, no compensation shall be paid according to clause 7.1. Moreover, clause 13 "Reversion of Rights" of the APA applies.
- 4.5 The cooperation shall also be deemed to be completed if the Prototype Intellectual Property Rights are sold according to clause 14 "Option or Participation on the Purchase Price" of the APA before the development of the Prototype has reached manufacturing level. In this case, no compensation shall be paid according to clause 7.1.

## 5. BACKGROUND

- 5.1 Ovesco owns all of the intellectual property rights listed in Annex 2.1 of the APA in the field of cooperation ("**Background**").
- 5.2 Insofar as BioscopeX requires Background in order to carry out the work as defined in **Annex 2**, Ovesco hereby grants BioscopeX a simple, non-transferable and non-sublicensable right to use

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the Background during the term of this Agreement and exclusively for the purposes of this Agreement.

## 6. FOREGROUND

- 6.1 All of the intellectual property rights (the "**Foreground**") created by BioscopeX in the course of the work and during the term of this Agreement shall be the exclusive property of Ovesco and is hereby transferred in full by BioscopeX to Ovesco.
- 6.2 Insofar as the Foreground consists of works protected by copyright, BioscopeX hereby grants to Ovesco the exclusive, transferable and sub-licensable right of use, unlimited in time and space. This right of use includes in particular the reproduction, distribution, public reproduction and public disclosure of the Foreground in all known forms of use, including the right to process and further develop the Foreground and to use the results obtained in this way to the extent specified above.
- 6.3 BioscopeX shall have entered into valid and sufficient agreements with its employees (including owners, researchers, representatives, consultants and subcontractors) or shall take all necessary measures to ensure that the Foreground created by such group of persons is transferred to Ovesco for the purpose of fulfilling its obligations under clause 6.2. In particular, it shall make unrestricted use of inventions which are capable of being protected by patent and/or utility model and which are created by its employees.

## 7. COMPENSATION AND MILESTONE PAYMENTS

- 7.1 Ovesco shall pay BioscopeX the sum of EUR 60,000 as set out in the payment plan of Annex 7.1 as compensation for the development cooperation work to be performed by BioscopeX with its best efforts to reach the production stage within 12 months after the execution of this cooperation agreement.
- 7.2 Upon reaching Manufacturing Level, Ovesco shall initiate sales and marketing activities to launch Prototype based products (the "**Products**") in appropriate national and international markets. Upon market entry, Ovesco shall pay a so-called Milestone Payment of EUR 50.000 to BioscopeX as compensation for the launch of the Product. Market entry is reached at the point when the product is commercially available for sale to end customers, subject the following conditions:
  - **Regulatory Approvals for Sale:** The product has received all necessary marketing approvals from the relevant regulatory authorities in the target countries (e.g. FDA approval for the U.S.)
  - **First Commercial Sale:** The product has been sold and delivered to a customer, distributor, or healthcare provider in any of the target markets
  - **Launch of Marketing and Distribution Campaign:** A formal market launch has taken place, including the initiation of distribution channels, marketing activities, and customer outreach as outlined in the agreed commercialization plan
- 7.3 Once certain sale thresholds of Product units will be achieved, Ovesco shall pay three additional Milestone Payments to BioscopeX as defined in **Annex 7.3**.
- 7.4 Additionally to the above, Ovesco shall provide to BioscopeX an ongoing entrepreneurial participation on the commercial success of the Product by paying an annual Contingent Payment



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of 6.0% of the yearly net sales of the Product as defined in Annex 7.4. The Royalty Payment shall remain in effect for the duration of the Product sales. However, once the patent protection is expired, a 50 % discount will be applied to the Contingent Payment, i. e. 3.0 % instead of 6.0 %.

## 8. CONFIDENTIALITY

- 8.1 The parties shall keep all of the data and information resulting from this cooperation confidential. They determine at the beginning of the project those employees or other participants who are to participate in the cooperation and they shall provide each other with their names. The other party is to be informed with reasons about a later change of such employees or participants. For the case of a withdrawal of an employee or participant from the cooperation a continuing confidentiality obligation by the respective person has to be provided.
- 8.2 The confidentiality obligation with respect to all information which the parties provide each other in conjunction with this Agreement extends beyond the duration of this agreement as long as the respective information has not become known to third parties.
- 8.3 In addition to the provisions set forth in Clauses 8.1 and 8.2, the NDA agreed upon between the Parties dated March 24, 2023 and attached hereto as Annex 8.3 with its translation shall remain in force, with the exception of Clause 6 of the NDA.

## 9. PROHIBITION OF PARALLEL RESEARCH

- 9.1 BioscopeX undertakes not to conduct parallel research in the field of technology of this cooperation for the term of this Agreement.
- 9.2 BioscopeX further undertakes not to give research orders to third parties during the term of this Agreement in the field of this cooperation or to cooperate with third parties in the field of technology of this cooperation for the term of this Agreement.

## 10. NO CHALLENGE CLAUSE

The parties promise not to challenge or attack during the time of the research program the patents or other IP Rights which have been filed by the other side in the field of the joint research after mutual agreement, and not to support third parties in such a challenge or attack on such patents or other IP Rights.

## 11. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

BioscopeX shall ensure that the Foreground created by BioscopeX and its development results in accordance with Annex 2 do not infringe any third-party intellectual property rights. BioscopeX shall be liable for ensuring that the Foreground is free of third-party intellectual property rights. BioscopeX shall indemnify Ovesco on first demand against all claims of third parties based on infringement of third party intellectual property rights.

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## 12. LIABILITY

Notwithstanding clause 11, BioscopeX shall only be liable to Ovesco in the event of intent or gross negligence including indirect and/or consequential damage, in particular loss of profit, wasted expenditure, business interruption or loss of production.

## 13. MISCELLANEOUS

- 13.1 This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.2 The place of jurisdiction for all disputes arising of this Agreement is Tübingen, Germany.
- 13.3 This Agreement constitutes the final, complete expression of agreement between the Parties with respect to the subject matter covered herein and supersedes any and all previous negotiations, agreements and understandings, whether written or verbal, between the Parties with respect to the subject matter of this Agreement or parts thereof. There are no side agreements to this Agreement.
- 13.4 Should any provision of this Agreement be or become, either in whole or in part, void (*nichtig*), ineffective (*unwirksam*) or unenforceable (*undurchsetzbar*), then the validity, effectiveness and enforceability of the other provisions of this Agreement shall remain unaffected thereby. To the extent permitted by law, any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as most closely reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision regarding its subject-matter, scale, time, place and scope of application. The aforesaid rule shall apply mutatis mutandis to any gap (*Lücke*) that may be found to exist in this Agreement.

On behalf of BioscopeX,

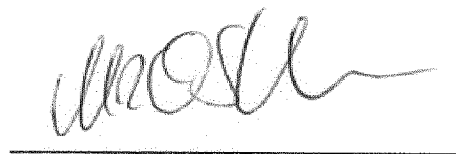
Struer, 24.11. 2024



Signature

On behalf of Ovesco Endoscopy AG,

Tübingen, 24.11. 2024



Signature