

SECURITY AGREEMENT

Contract drawn up between

MDT Int'l SA resident at Rue du 31 Décembre, 36, 1207 Geneva, Switzerland (henceforth called the **GRANTOR**), on one side;

And

West Health Kft resident at Ostrom street 16, 1015 Budapest, Hungary (henceforth called the **RECEIVER**) on the other side.

WHEREAS the **GRANTOR** has rights on **PRODUCTS** as defined in Appendix A (henceforth called the **PRODUCTS**), of which **GRANTOR** has developed and possesses data, scientific documents and samples;

and

WHEREAS the **RECEIVER** is willing to determine its interest to be granted licence rights to the **PRODUCTS AS DEFINED IN APPENDIX A**, by the **GRANTOR** and the **GRANTOR** is willing to enter into preliminary licensing discussion with the **RECEIVER** for the **PRODUCTS AS DEFINED IN APPENDIX A**;

and

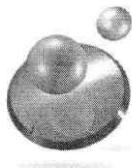
WHEREAS the **RECEIVER** undertakes to act as set out in this Agreement.

In consideration of these premises the parties state as follows.

1. DEFINITIONS

As used herein **CONFIDENTIAL INFORMATION** means all:

- (a) Inventions, processes, designs, trade secrets, formula and formulations, know-how, samples, test and other data, and other information relating to the development analysis, approval, manufacture, packaging and commercialisation of the **PRODUCTS AS DEFINED IN APPENDIX A**, in whatever form (written, oral, visual, electronic).
- (b) Sales and marketing plans, future product plans, business plans, financial information, promotional or marketing information and any other market relevant data, contracts, customer lists and relationships, and other information which may need to be disclosed by each party to the other in relation to business negotiations regarding the **PRODUCTS AS DEFINED IN APPENDIX A**, in whatever form (written, oral, visual, electronic).



- (c) Information received from a third party person by either party as to which such party has been given written notice that it is to be treated as CONFIDENTIAL INFORMATION hereunder.

The fact that the **GRANTOR** is considering to license its rights to the PRODUCTS AS DEFINED IN APPENDIX A, and the existence of this Agreement shall be deemed as CONFIDENTIAL INFORMATION as well.

2. **RECEIVER'S COMMITMENTS**

The **RECEIVER** undertakes:

to hold in confidence and not to use, except in furtherance of the business negotiations or transactions on the PRODUCTS AS DEFINED IN APPENDIX A, and not to disclose to any third party or to make copies of any CONFIDENTIAL INFORMATION of the **GRANTOR** without the written consent of the latter.

to ensure that CONFIDENTIAL INFORMATION are protected against theft or unauthorized access and that no-one finds them out unless authorized.

3. **DISCLOSURES ALLOWED**

CONFIDENTIAL INFORMATION may be disclosed to the employees or representatives of or consultants to the **RECEIVER** having a need to know the same in furthering the business transactions on the PRODUCTS AS DEFINED IN APPENDIX A, so long as such employees, representatives or consultants are obligated to hold in confidence and not to use, except in furtherance of the business transactions, or to disclose such CONFIDENTIAL INFORMATION.

4. **EXCLUDED INFORMATION**

The obligations to confidentiality use and disclosure shall not be applicable to CONFIDENTIAL INFORMATION received by the **RECEIVER** that:

At the time of disclosure is generally available to the public or thereafter becomes generally available to the public through no wrongful act of the **RECEIVER** or its employees, representatives or consultants;

Is rightfully received from a third party and was not acquired, directly or indirectly, by such third party in confidence from the **GRANTOR**;

Is required by law or governmental authority to be disclosed only to the extent of such requirement.



5. DOCUMENTATION AND SAMPLES

On the signing of the present Agreement the **GRANTOR** shall provide the **RECEIVER** with all available technical and scientific documentation on the PRODUCTS AS DEFINED IN APPENDIX A, which the **RECEIVER** shall consider CONFIDENTIAL INFORMATION as defined herein.

The **RECEIVER** shall use such documentation only for the purpose of assessing it and therefore for determining its interest in the business transaction and shall not use it for other purposes without previously drawing up a contract with the **GRANTOR**.

If the **RECEIVER** considers it necessary to obtain a certain number of samples of the PRODUCTS AS DEFINED IN APPENDIX A, the **GRANTOR** is ready to offer such samples to the **RECEIVER** with relevant analytical data, on the understanding that:

- 5.1 the end use of the PRODUCTS AS DEFINED IN APPENDIX A, samples shall be communicated and explained to the **GRANTOR** in order to obtain his Agreement for such use;
- 5.2 all results and relevant data obtained by the **RECEIVER** following the study of the PRODUCTS AS DEFINED IN APPENDIX A, shall be communicated to the **GRANTOR**;
- 5.3 the aforesaid results and data must not be published or communicated by the **RECEIVER** to third parties without the prior written consent of the **GRANTOR**;
- 5.4 the **RECEIVER** shall carry out the study on the PRODUCTS AS DEFINED IN APPENDIX A, samples at his own exclusive responsibility;
- 5.5 the unused amounts of samples of the PRODUCTS AS DEFINED IN APPENDIX A, shall be given back to the **GRANTOR** at the end of the time period mentioned in article 7, except where the **GRANTOR** shall decide otherwise.

6. PATENT RIGHTS ON DISCOVERIES AND PUBLIC DISCLOSURE

The **RECEIVER** undertakes not to claim patent rights on discoveries relating to the PRODUCTS AS DEFINED IN APPENDIX A, which have been made by the **RECEIVER** using the CONFIDENTIAL INFORMATION provided by the **GRANTOR** nor to publicly disclose any experimental results on the PRODUCTS AS DEFINED IN APPENDIX A, which have been obtained by the **RECEIVER** using same CONFIDENTIAL INFORMATION. Any such disclosure will be permitted only upon prior written consent by the **GRANTOR**.

7. END OF THE ASSESSMENT

The **RECEIVER** must finish his assessment of the CONFIDENTIAL INFORMATION on the PRODUCTS AS DEFINED IN APPENDIX A, disclosed by the **GRANTOR** within three months from the date of receiving said CONFIDENTIAL INFORMATION for which he shall issue a receipt in writing.

In any case, when PRODUCTS AS DEFINED IN APPENDIX A, samples are supplied to the **RECEIVER** on the basis of article 5, the above period shall be extended by the time period agreed upon in writing between the **GRANTOR** and the **RECEIVER**.



8. WRITING DECISION OF THE **RECEIVER**

By the end of the time period mentioned in article 7 above, the **RECEIVER** must inform the **GRANTOR** in writing of his decisions regarding his interest in licence rights for the PRODUCTS AS DEFINED IN APPENDIX A.

If the decision is negative, the **RECEIVER** shall at once give back to the **GRANTOR** all the CONFIDENTIAL INFORMATION received without keeping back copies of it and the **RECEIVER** shall not make any use of the same CONFIDENTIAL INFORMATION thereafter.

9. USE OF THE CONFIDENTIAL INFORMATION

The **RECEIVER** agrees to use the CONFIDENTIAL INFORMATION disclosed by the **GRANTOR** for registering and marketing the PRODUCTS AS DEFINED IN APPENDIX A, only within the limits of a contract to be drawn up with the **GRANTOR**.

10. NOT AN OFFER FOR A LICENSING AGREEMENT

Nothing herein shall be construed as granting any license under any patent or patent application or any rights in or to use any CONFIDENTIAL INFORMATION, other than as specifically granted herein, nor shall either party have any obligation to enter into any other or subsequent agreement with the other party hereto or be prevented from entering into similar or other agreements with third parties.

11. RETURN OF CONFIDENTIAL INFORMATION

Should the parties hereto decide not to enter into or discontinue business negotiations on the PRODUCTS AS DEFINED IN APPENDIX A, the **RECEIVER** shall, upon request, return all written or tangible records reflecting CONFIDENTIAL INFORMATION of the **GRANTOR**, without keeping any copies and shall not make any use of it thereafter.

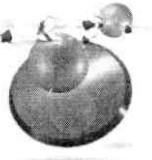
12. VALIDITY AND LENGTH OF THE SECRECY AGREEMENT

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement which shall remain in full force and effect.

The **RECEIVER**'S obligations under this Agreement shall not end if the parties enter into a subsequent licensing Agreement.

13. NON SOLICITATION

For a period of 24 months after the end of the business negotiations on the PRODUCTS AS DEFINED IN APPENDIX A, the **RECEIVER** shall not initiate or engage in discussions with any person who is or was an employee, representative or consultant of the **GRANTOR** or encourage them to end their relationship with the latter.



14. MODIFICATION OF THE SECRECY AGREEMENT

This Agreement may not be amended or modified except in writing and shall be binding upon the parties hereto, their officials, successors, and assignee.

15. GOVERNING LAW AND VENUE

This Agreement is subject to Swiss law. All disputes relating to its validity, interpretation or execution are to be submitted to the courts in Switzerland.

16. AUTHORIZED CONTACT

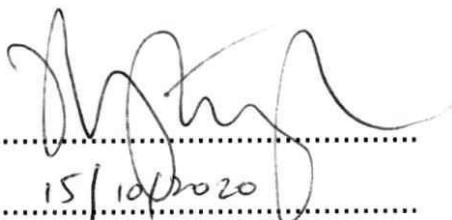
The **RECEIVER** shall not contact or communicate with any employees, consultants, advisers, customers, or suppliers of the **GRANTOR** unless a written consent given by the latter.

All communications with the **GRANTOR** should in the English language and addressed to: Huey Min Ng

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date here below written.

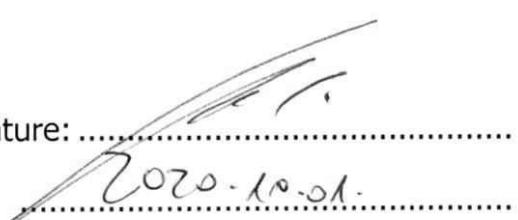
Name: Ms. Huey Min Ng

Title: Vice President Sales and Marketing


Signature:
Date: 15/10/2020

Name: Mr. Babai László István

Title: CEO


Signature:
Date: 2020-10-01

West Health Kft.
1015 Budapest
Ostrom u. 16.
Adószám: 24237961-2-41



APPENDIX A

Products:

1. Sodium Hyaluronate solution for extra cellular matrix supplementation of the ankle with first and second degree sprain, the elbow with lateral epicondylalgia and rotator cuff with symptomatic tendinopathy

A product containing Sodium Hyaluronate (STABHA™) for the treatment of ankle sprains, elbow epicondylalgia, and symptomatic rotator cuff tendinopathy manufactured by MDT Int'l SA., Geneva, Switzerland, in pre-filled syringes containing 12 mg/1,2 ml each.

International Patent: PCT 032562 Euro PCT 1677806

CE Marking of Conformity: class III medical device issued by DEKRA notified body No. 0344 on December 23rd 2008

Trade names

SportVis™

TendoVis™

2. Hyaluronate solutions for synovial visco-supplementation in the knee

A product, in a dual chamber syringe, containing 2 different Sodium Hyaluronate solutions of different concentrations and molecular weights, separated by a bypass stopper, for the management of knee Osteoarthritis. Product is manufactured by MDT Int'l SA, Geneva, Switzerland, in pre-filled syringes containing each:

- 0.7 ml of sterile 2.2% low molecular weight sodium hyaluronate in phosphate buffered saline
- 0.7 ml of sterile 1.0% high molecular weight sodium hyaluronate in phosphate buffered saline.

International patent: PCT/EP2006/062236

CE Marking of Conformity: class III medical device issued by DEKRA notified body No. 0344 on April 24th 2012

Trade name

RenehaVis™

DualVis™