

EDERNA LABORATORY EQUIPMENT TESTING AGREEMENT

Tarragona, 2 May 2016

This Laboratory Equipment Testing Agreement (“Agreement”) has an Effective Date of 1 February 2016 and is entered into by and between EDERNA SAS, represented by Mr Fabrice Gascons Viladomat and based at 1, Place Pierre Potier, Oncopôle Entrée B, 31106 Toulouse, France (“Ederna”) and the Universitat Rovira i Virgili (hereafter URV), represented by Mr Josep Anton Ferré Vidal, Rector of the Universitat Rovira i Virgili by virtue of Decree 72/2014, of 27 May (DOGC 6633, of 29 May 2014), who represents this institution in accordance with the competencies established in article 66 of the Statute of the URV, which was approved by Decree 202/2003, of 26 August (DOGC 3963, of 8 September 2003), and modified by the Agreement GOV/23/2012, of 27 March (DOGC 6100, of 2 April 2012) The URV's address is C/Escorxador, s/n, post code 43003 Tarragona, and its tax identification number is Q-9350003-A.

As soon as practicable following the Effective Date, Ederna will provide the URV, and specifically the DEQ of the URV, with the Equipment and Consumables described in Appendix A of the present Agreement (the “Test Materials”) for research use in the tests described in Appendix B of the present Agreement (the “Tests”), which is incorporated in this Agreement for reference. Ederna agrees to provide, and the URV agrees to receive, the Test Materials in accordance with and subject to the following terms:

1. Use of the Test Materials. The URV agrees that the Test Materials (i) may be used only by employees and students of the DEQ and Ederna, (ii) may be used solely in connection with the Tests and only for commercial purposes by employees of Ederna only. The DEQ shall not attempt to reverse engineer or deconstruct the Test Materials. The URV agrees not to transfer any Test Materials to any person or entity other than those stated above without Ederna's prior written consent. The URV shall not use the Test Materials for commercial purposes and shall ensure that none of its employees, students, consultants or agents use the Test Materials for commercial reasons and that any use is limited to the carrying out the Tests by employees and students of the DEQ of the URV under the close supervision of the DEQ. Promptly following completion of the Tests, the URV shall return the Test Materials to Ederna, as directed by Ederna. The Test Materials and all right, title and interest thereto shall remain the property of Ederna. Ederna shall be able to use the Test Materials for its own purposes while they are situated at the usual business premises of the DEQ. This use shall be subject to providing the DEQ with fourteen days of such use and shall be limited to seven days use in any two month period during the term of the agreement.

2. Maintenance. The URV is obliged to return the Equipment in the same condition and state of cleanliness as upon delivery, subject to reasonable wear and tear. The Equipment shall be returned to Ederna at the DEQ's usual place of business. Equipment insufficiently cleaned by the DEQ will be the subject of additional cleaning by Ederna for which an invoice will be issued.

3. Breakdowns and Repairs. Any Equipment returned to Ederna that has been damaged by the URV will be the subject of a report. Repairs to the Equipment will be carried out immediately either by the URV or by Ederna (to be decided by the URV). In the event of a breakdown, employees of the DEQ must be present at the premises of Ederna during or outside of normal working hours.

4. Insurance. The URV agrees to pay for the cost of repairs for any damage caused by the URV to the Equipment during the time that the URV is in possession of the Equipment.

5. Civil Responsibility of the URV towards Ederna and Third Parties. The Equipment is under the full responsibility of the URV from the moment when the Equipment is transferred to the URV and until the URV returns the Equipment to Ederna.

The URV declares and guarantees that it has adequate property insurance to cover the cost of the Equipment as set forth in Appendix C and to cover any liability arising from the use of the Test Equipment.

The Director of the DEQ and Ms Maria Carmen Güell Saperas, professor at the DEQ, will be responsible for the equipment on behalf of the URV.

6. Non-restitution of the Equipment. In the case of non-restitution of the Equipment at the end of the agreement period and without justification from the URV, a demand for the return of the Equipment within eight business days will be addressed to the URV by Ederna. Beyond this period, the Equipment under consideration will be invoiced to the URV at list price for new Equipment.

7. Immobilization – Inability to Use the Equipment. Whatever the reason, the inability to use the Equipment and direct or indirect related costs and charges against non-use will never be the liability of Ederna.

8. Resolution of Disagreement. If the URV fails to comply with any of the obligations cited in the present contract, Ederna will have the choice either to recover the Equipment at any time or to use any legal means to oblige the URV to carry out his obligations. In the case of non-restitution of the Equipment at the end of the term of the agreement, the URV may be requested to appear before a local judge and ordered to return the Equipment immediately.

9. Tests Results. The DEQ shall have the right, at its discretion, to release, present or publish any information resulting from the Tests, with the exception of Ederna-provided Confidential Information, and provided that such release, presentation or publication acknowledges that the Tests were carried out using Ederna's Test Materials. The DEQ shall provide Ederna with a copy of any proposed publication within thirty (30) days in advance of the proposed publication date. Ederna may request the DEQ to delay release of such proposed publication for a maximum of an additional thirty (30) days in order to protect any Ederna-provided Confidential Information that may be described therein.

10. Confidentiality. In the present Agreement, the expression “Confidential Information” may include any technical, scientific, or other information supplied or made available by one party to the other party (regardless of whether such information is in oral, written, electronic or any other

form). All tangible Confidential Information shall be marked as confidential, proprietary, or with a similar legend. All Confidential Information disclosed in oral or other intangible form shall be identified as confidential at the time of disclosure and confirmed in writing to the receiving party within thirty (30) days of its disclosure. Notwithstanding the foregoing, Confidential Information will not include information that the URV or Ederna, as the receiver of such information, can demonstrate through documentary evidence (i) is generally available in the public domain or thereafter becomes available to the public through no act of the URV or Ederna, as the case may be, or (ii) was independently known to the URV or Ederna, as the case may be, prior to receipt thereof or (iii) was made available to the URV or Ederna, as the case may be, as a matter of lawful right by a third party who was lawfully in possession of the same, had the right to disclose same, and had no obligations of confidentiality to Ederna or the URV. If the URV or Ederna is requested or required (by law or by bodies of competent jurisdiction) to disclose any Confidential Information, the URV or Ederna, as the case may be, will (if permitted) provide prompt notice to the other party of such request, in advance of any such disclosure.

Both the DEQ of the URV and Ederna agree that they will not (i) without the prior written consent of the other party, directly or indirectly disclose or transfer any portion of the Confidential Information of the other party to any person or entity other than to those of their Representatives (as defined below) who have a need to know such Confidential Information for the purpose of conducting the Tests or evaluating the tests results (the "Purpose") and who are obligated to maintain the confidential nature of such Confidential Information and are prohibited from using the Confidential Information for any purpose other than the Purpose, or (ii) make any use of the Confidential Information except as expressly permitted under this Agreement. The term "Representative" means, with respect to each party, its affiliates and the officers, directors, employees, students, consultants, attorneys, and agents of such party and its affiliates.

11. Publicity. Parties will not use the name of the other party in any public statements or advertising involving the subject matter of this Agreement without the prior written consent of the other party.

12. Warranty. Ederna and the URV each declare and guarantee to the other party that it is permitted to enter into this Agreement and that this Agreement is not inconsistent with other contractual arrangements of either party.

13. Disclaimer. OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 12, THE PARTIES MAKE NO WARRANTIES IN THE PRESENT AGREEMENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE TEST MATERIALS AND ANY OTHER DATA PROVIDED BY THE PARTIES ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THEY ARE FREE FROM THE RIGHTFUL CLAIM OF ANY THIRD PARTY, BY WAY OF INFRINGEMENT OR THE LIKE.

14. Term. The present Agreement shall have a duration of one (1) year from the Effective Date, at which time it shall terminate unless earlier terminated as permitted by this Agreement. Either

party may terminate this Agreement upon five (5) days' notice to the other party. Notwithstanding the foregoing, the Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15 shall survive any termination of this Agreement.

15. Patent Rights and Licenses. Except for the DEQ's right to use the Test Materials solely for the Purpose as specifically set forth in this Agreement, it is understood that no patent right or license is hereby granted by or to either party by this Agreement, expressly or by implication, and that the transfer of Test Materials by Ederna to the URV shall not result in any future obligation of Ederna to grant any rights in and to the Test Materials to the URV, or of Ederna or the URV to enter into any business arrangement regarding the Test Materials. If any lawful use of the Test Materials by the DEQ, under its sole direction and initiative and independent of any instructions given by Ederna, results in any inventions, discoveries or improvements relating solely to the Test Materials and of a sufficient innovative character to give rise to intellectual property rights protected under by the law (collectively, "Inventions"), the DEQ will promptly disclose such Inventions to Ederna. The DEQ will ensure that all of its employees and students that will use or have access to the Test Materials have signed agreements with the URV assigning all inventions conceived or reduced to practice by such employees or students to the URV. Ederna shall have a time-limited first right to negotiate a license to the DEQ's Inventions. Ederna's right shall commence the date the DEQ makes the disclosure, and shall expire six (6) months thereafter. During this time, Ederna may notify the DEQ in writing of its intent to secure a license to such Inventions. The Parties shall attempt to negotiate, in good faith, a license agreement on commercially reasonable terms. If, after the six (6) month period has ended, no license agreement results, the URV shall have no further obligation to Ederna regarding such Inventions.

16. Waiver, Modification and Severability. None of the terms of this Agreement may be waived or modified except by an express agreement in writing signed by both parties. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or a modification by such party of such right. If one or more of the provisions of this Agreement shall be found to be illegal or invalid, it shall not affect the legality or validity of any of the remaining provisions.

17. Governing Law. This Agreement is to be governed by and interpreted in accordance with the laws of Spain without regard to conflict of law principles.

18. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes any previous agreements on this subject matter executed by these parties. No modification of this Agreement shall be effective unless the modification is in writing and signed by an authorized representative of each party.

19. Compliance with Law. Each party agrees to comply with all laws, rules and regulations applicable to the use of the Test Materials. However, Ederna provides no warranty as to the compliance and conformity of the Test Equipment with French laws, and the DEQ shall assume full liability regarding the use of the Test Equipment, with the exception of any use by employees of Ederna.

20. Liability. In no event shall Ederna be liable for any use of the Test Materials or Confidential Information by the DEQ. The URV hereby agrees to defend, indemnify and hold Ederna and its directors, officers, employees and agents harmless from any loss, claim, damage, expense or liability which may arise from or in connection with this Agreement, with the exception of any loss resulting from any gross negligence or willful misconduct by Ederna in relation to the installation of the Test Materials. Ederna hereby agrees to defend, indemnify and hold the URV and its directors, officers, employees and agents harmless from any loss, claim, damage, expense or liability including attorneys' fees which may arise from or in connection with any negligence or willful misconduct in performance by Ederna under this Agreement. However, neither party shall be liable to the other party for any special, indirect or consequential damages.

21. No Agency Relationship. Nothing in this Agreement is intended to or shall be construed to establish a relationship of principal and agent between the parties.

22. Assignment. Neither party may assign this agreement or any of their rights or obligations under this agreement to a third party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officers or representatives as of the day and year first above written.


Universitat Rovira i Virgili



UNIVERSITAT
ROVIRA I VIRGILI
RECTORAT

Josep Anton Ferré Vidal

EDERNA SAS



Fabrice Gascons Viladomat

APPENDIX A

Test Materials Provided by Ederna

Equipment:

- 1 x micro-pilot equipment
- 1 x 30 litres tank with wheels and pumping system
- 1 x cryothermostat including an electrical transformer

Consumables:

- 2 x membranes
- 100 litres of draw solution

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APPENDIX B

Tests

The DEQ will conduct concentration of waste streams (i.e. whey), extracts or juices. Specific details will be determined at a future date upon mutual agreement of the parties.



APPENDIX C

Materials Price List

Equipment:

1 Micro-pilot including a 30 litres tank with wheels and pumping system	19,900.00 €
1 cryothermostat including an electrical transformer	5,900.00 €

Consumables:

1 e+ membrane	1,200.00 €
100 liters of draw solution	1,600.00 €

Remark: Prices in Euros. Excluding sales taxes and shipping costs.

