Appendix No. 4

**TITLE/RIGHTS EXPROPRIATION/SALES AGREEMENT No.**

Riga, Latvia \_\_\_\_\_\_\_\_\_ \_\_\_, 2022

Institute of Solid State Physics *[Cietvielu fizikas institūts]* of the University of Latvia, scientific institution registration certificate No. 381016, legal address: Kengaraga iela 8, Riga, LV-1063, Latvia, represented by its director Andris Anspoks *[Andris Anspoks]* (hereinafter referred to as the *Rights Owner*), on the one hand, and

Details of a natural or legal person (hereinafter referred to as the *Rights Assignee*), represented by its board member who acts pursuant to articles of association, on the other hand, hereinafter referred collectively to as the *Parties*,

1. guided by the regulatory enactments of the Republic of Latvia and taking into account the fact that the Rights Owner owns ownership rights, as well as property rights of copyright, on the teaching set in physics on holography mentioned in paragraph 1.1 of this Agreement, as confidential information within the meaning of the Law on the Protection of Trade Secrets *[Komercnoslēpuma aizsardzības likums]*,
2. and taking into account the results of the intellectual property auction organized by the Rights Owner, the price offered in the auction by the Rights Assignee,

conclude the present Agreement with the below content:

1. Agreement Subject
   1. The Rights Owner undertakes to transfer and the Rights Transferee undertakes to accept the ownership rights, as well as the property rights of the copyright to the teaching kit in physics on holography, consisting of three Design registrations, know-how and copyrighted works. (hereinafter referred to as the *Learning Kit*). Designs are registered in Europe, application No. 009161318 (hereinafter referred to as the *Design Pattern*).
   2. The right to use the Learning Kit is transferred to the Rights Transferee from the date of signing this Agreement and receipt of the payment stipulated by paragraph 4.1. of the present Agreement in the bank account specified by the Rights Owner.
   3. Ownership rights to the Learning Kit shall be transferred to the Rights Transferee within 1 (one) month after receipt of the payment stipulated by paragraph 4.1. in the bank account specified by the Rights Owner.
   4. The Rights Transferee agrees to pay in accordance with the terms of the Agreement the sum of EUR \_\_\_\_\_ (\_\_\_\_\_\_\_ euros) for the par Learning Kit.
2. Acknowledgements

2.1. The Rights Owner confirms that he has the right to enter into this Agreement on the terms stated herein, to undertake the obligations set forth herein, as well as that the transferable exclusive rights are not encumbered by other obligations in relations with third parties, are not prohibited, are not the subject of legal disputes.

2.2. The Parties confirm that there are no restrictions on legal capacity or capacity for action or other legal obstacles to the conclusion of the Agreement.

1. Rights, duties and responsibilities of the Parties

3.1. Upon entering into this Agreement, the Rights Assignee is aware of the use possibilities of the Learning Kit and the potential of the Design Patterns. The Rights Assignee, by signing the present Agreement, does not have any claims against the Rights Owner in this regard.

3.2. The fact of the transfer of property rights is formalized with a deed of acceptance and transfer which shall be signed by the Parties.

1. Purchase sum and settlement procedure
   1. The Parties agree on the transfer price of the title/rights for the Intellectual Property (Learning Kit) in the amount of EUR \_\_\_\_\_ (sum with words, 00 cents), (hereinafter referred to as the *Contract Price*), excluding the value added tax (hereinafter referred to as *VAT*).
      1. 4.2. The Rights Transferee shall pay the Right Owner the full amount in one lump sum payment.
      2. 4.3. The payment stipulated in the Agreement is subject to being taxed with value added tax. The Rights Transferee shall pay the value added tax in accordance with the procedure and in the amount specified in the regulatory acts, according to the amount calculated in the invoice prepared by the Rights Owner.
2. **Agreement duration** 
   1. The Agreement enters into force from the moment it is signed by both Parties, and shall remain valid until the Parties fulfill their obligations.
   2. If one Party violates any of the provisions of the Agreement and such violation is not remedied within 30 (thirty) calendar days from the receipt of a written notice from the other Party, the other Party may unilaterally terminate the Agreement. The opposing party must notify the breaching arty when the Agreement is terminated. The notification of the date of termination of the Agreement shall be sent by the other Party to the breaching party no later than 30 (thirty) calendar days before the date of termination of the Agreement.
   3. If the Party in violation of the Agreement nevertheless fulfills the provisions of the Agreement and eliminates the relevant violation of the Agreement before the day when the Agreement is terminated according to the notice of termination of the Agreement, then the notice of termination of the Agreement shall be considered revoked (annulled) and the Agreement shall remain in force.
3. Act of God *("Force Majeure")* and dispute resolution

6.1. The Parties do not assume responsibility for the complete or partial impossibility of the Parties performing their obligations under the Agreement, if such impossibility arose as a result of *Force Majeure* or circumstances of an extraordinary nature, such as fires, natural disasters, prohibitive acts of state authorities, as well as any other circumstances of an extraordinary nature, which began after the conclusion of the Agreement and which the Parties could neither foresee nor prevent by reasonable means. The term of performance of the parties' obligations is postponed in proportion to the duration of such circumstances. If these circumstances continue for more than 3 (three) months, then each of the Parties is entitled to refuse further fulfillment of the obligations stipulated in the Agreement, and in this case, neither of the Parties is entitled to claim damages from the other, such damaged being related to termination of the Agreement.

6.2. The party whose fulfillment of obligations is hampered by circumstances of *Force Majeure* must notify the other Party in writing of the occurrence and termination of such circumstances within 5 (five) calendar days and every effort should be made to mitigate the harmful effects of *Force Majeure*. Physical evidence of the occurrence and duration of such conditions are certificates issued by a relevant state institution.

6.3. For partial or complete non-fulfillment of the terms of the Agreement, the Parties assume responsibility in accordance with the provisions of the Agreement, the Civil Law *[Civillikums]* of the Republic of Latvia and other regulatory acts.

6.4. The Parties shall resolve all disputes and disagreements that arise in connection with the execution of this Agreement in accordance with the laws and regulations in force in the Republic of Latvia.

6.5. All disputes and disagreements arising in connection with the Agreement shall be settled by the Parties through mutual negotiations. If the Parties do not reach an agreement on the disputed issues within 30 (thirty) calendar days through negotiations, the dispute must be referred to the judicial authorities of the Republic of Latvia.

6.6. The Parties shall be held mutually responsible for non-performance or improper performance of their contractual obligations, and they must compensate each other for all losses related thereto, except as expressly provided for in this Agreement.

1. Final Provisions
   1. Issues that are not reflected in the Agreement are considered and interpreted in accordance with the current regulatory enactments of the Republic of Latvia.
   2. In the event that one of the clauses of the Agreement loses its validity, this does not affect the validity of the other clauses of the Agreement.
   3. The Agreement contains the full agreement of the Parties, the Parties have read it, agree to all its clauses and confirm it by signing it.
   4. Responsible representatives of the parties during the term of the Agreement: Representative of the Rights Owner \_\_\_\_\_\_\_, e-mail:\_\_\_\_\_, Representative of the Rights Transferee \_\_\_\_\_, e-mail: \_\_\_\_. In case of changes, the other Party must be informed about the change of representative.
   5. The Parties undertake not to disclose to third parties the information that has become known to them during the term of this Agreement, fulfilling the obligations stipulated in the Agreement.
   6. This Agreement is drawn up in Latvian language on \_\_ (\_\_\_\_) pages. The Parties sign the Agreement with a secure electronic signature containing a time stamp. The date of signature of the Agreement is the date of the last attached secure electronic signature and its time stamp.
2. **Details and Signatures of the Parties**

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| --- | --- |
| Rights Owner: | Rights Transferee: |
| **Institute of Solid State Physics** *[Cietvielu fizikas institūts]* **of the University of Latvia**  Registered office: Kengaraga iela 8,  Riga, LV-1010, Latvia  Taxpayer's registration No. LV90002124925  Transaction account: LV41TREL970021903800B  Bank: State Treasury *[Valsts kase]*  Swift code: TRELLV2X  Director Andris Anspoks *[Andris Anspoks]* |  |