

ADDENDUM TO LICENSE AGREEMENT

This Agreement is made between

Masaryk University

Zerotinovo nam. 617/9 601 77 Brno (Czech Republic)

Università La Sapienza

Piazzale Aldo Moro, 5 I-00185 Roma (Italy)

Universitat Autònoma de Barcelona

Edifici A – Campus de la UAB, 08193 Cerdanyola del Vallès (Spain)

and

Global Health Hone Devices, S.L. (hereinafter Devicare)

Av. Diagonal 327, C 2a, 08009 Barcelona (Spain)

BETWEEN

Mr. Ferran Sancho Pifarré, acting on behalf of Universitat Autònoma de Barcelona (hereinafter UAB) whose registered offices are at Edifici A – Campus de la UAB s/n, 08193 Cerdanyola del Vallès, tax ID number Q-0818002-H;

Ms. Eva Janouskovcova, with identity card number 112338345, acting on behalf of Masaryk University (hereinafter MU) whose registered offices are at Zerotinovo nam. 617/9 601 77 Brno (Czech Republic), tax ID number CZ00216224.

Mr. Luigi Frati, with identity card number 7945952, acting on behalf of Università La Sapienza (hereinafter ULS) whose registered offices are at Piazzale Aldo Moro, 5 00185 Roma – Italy, tax ID number 80209930587 PI 02133771002.

(UAB, MU and ULS are collectively referred to as the UNIVERSITIES)

And

Mr. Rosendo Garganta with identity card number 46809922T, acting on behalf of Devicare (hereinafter LICENSEE) whose registered offices are at Av Adan y Eva 9B, 1-4. 08290 Cerdanyola del Vallès (Spain), tax ID number B65663122.

All together referred as the PARTIES.

WITNESSETH

- I. The PARTIES have signed a license agreement on June 14th 2014 for the invention “Method for the Characterisation of Kidney Stones by Hyperspectral Imaging and Artificial Neural Networks”
- II. The PARTIES agree to amend two sections of the mentioned License Agreement as follows:

Original clause 1.9:

1.9. "REPORTING PERIOD" shall mean the period of time beginning on the first day of each calendar semester and ending on the last day of such calendar semester.

is replaced by a new clause 1.9 as defined hereunder:

1.9. "REPORTING PERIOD" shall mean the period of time beginning on the first day of each calendar year and ending on the last day of such calendar year.

Original section 6:

LICENSEE shall keep and maintain reasonably adequate books of accounts relating to the manufacture, use, distribution, sales and other disposals of the LICENSED TECHNOLOGY.

LICENSEE agrees, upon written request by the UNIVERSITIES with 30 (thirty) days' prior notice, to permit an independent certified public accountant selected by the UNIVERSITIES once a year to audit the NET SALES and all other relevant information that may reasonably be necessary to determine the correctness and accuracy of the calculations on which the NET SALES are based. All fees and expenses for such audit shall be borne by the UNIVERSITIES.

Any possible audits shall be conducted during business hours in such a manner as not to interfere with the LICENSEE's normal business activities.

If the audit differs by five percent (5%) or more from statements provided by LICENSEE, LICENSEE shall be responsible for all costs incurred for such audit.

If the audit differs by ten percent (10%) or more from statements provided by LICENSEE, LICENSEE shall pay to UNIVERSITIES twice the amount between the statements and the real amount that should have been paid.

If the audit differs by fifteen percent (15%) or more from statements provided by LICENSEE, UNIVERSITIES shall have the right to terminate this Agreement.

is replaced by a new section 6 as defined hereunder:

LICENSEE shall keep and maintain reasonably adequate books of accounts relating to the manufacture, use, distribution, sales and other disposals of the LICENSED TECHNOLOGY.

LICENSEE agrees, upon written request by the UNIVERSITIES with 30 (thirty) days' prior notice, to permit an independent certified public accountant selected by the UNIVERSITIES once a year to audit the NET SALES and all other relevant information that may reasonably be necessary to determine the correctness and accuracy of the calculations on which the NET SALES are based. All fees and expenses for such audit shall be borne by the UNIVERSITIES.

Any possible audits shall be conducted during business hours in such a manner as not to interfere with the LICENSEE's normal business activities.

If the audit differs by five percent (5%) or more from statements provided by LICENSEE, LICENSEE shall be responsible for all costs incurred for such audit.

If the audit differs by fifteen percent (15%) or more from statements provided by LICENSEE, UNIVERSITIES shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the PARTIES enter into this Agreement in two copies, in the place and on the date stated above, through their duly authorised representatives.

Universitat Autònoma de Barcelona

Ferran Sancho

Rector

Masaryk University

Eva Janouskovcova

Director of the TTO

Università La Sapienza

Luigi Frati

Rector

Devicare

Rosendo Garganta

CEO