Medical education grant agreement
under the Art. 2055 and folowing of Act No. 89/2012 Coll., as amended

This medical educational grant agreement (the "***Agreement***") is effective as of the day its Disclosure in accordance with Art. 16 of this Agreement (the "***Effective Date***") and is entered into by and between:

Celgene s.r.o., a company duly organized under the laws of Czech Republic, having its registered offices at Prague 4, Braník, Novodvorská 994/138, Postal Code 142 00, Id.No. 281 72 264, VAT No. CZ28172264, registered in the Commercial Register kept with the Municipal Court in Prague, Section C, File 130442 ("***Celgene***") (together with its Affiliates hereinafter collectively referred to as "***Celgene Group***")

AND

Charles University a public university pursuant to Law No. 111/1998 Coll., on universities, as amended, not registering in the Commercial Register, located at Ovocný trh 560/5, 116 36 Praha 1, Data box: piyj9b4, ID: 00216208, Tax ID: CZ00216208, regarding its part: First Faculty of Medicine**,** having its address at Kateřinská 32, 120 00 Praha 2, Czech Republic (the "***Beneficiary***")

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

WHEREAS, Beneficiary is a public higher education institution and has requested Celgene to provide a financial support of an activity, program or event that provides education to Health Care Professionals, independently initiated and developed by Beneficiary, entitled "G3 Symposium" within G3 Conference (Genes, Genetic, Genomics) and as further described in Appendix A to this Agreement (the "***Activity"***);

WHEREAS, the request letter from the Beneficiary and/or project proposal or description are attached as Appendix A to this Agreement;

WHEREAS, Celgene is willing to provide support to the Activity;

THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Celgene will provide a total amount of two hundred and fifty thousand Czech Crowns (CZK 250,000.00) (the "***Medical Education Grant")*** to the Beneficiary, within 30 days upon receipt of a request for payment.

2. Beneficiary shall be responsible for any tax obligations associated with its receipt of the Medical Education Grant.

3. The Medical Education Grant is provided wholly without obligation to use or recommend any products of the Celgene Group and is not conditioned in any way on any pre-existing or future business relationship between Beneficiary and Celgene Group, or any business or other decisions Beneficiary has made or may make in the future relating to Celgene Group.

4. Beneficiary warrants that:

   (i) the Activity complies with all applicable laws and regulations;
   (ii) the entire amount of the Medical Education Grant provided by Celgene pursuant to this Agreement shall be used solely for the performance of the Activity in accordance with this Agreement, and not for any other purposes;
   (iii) the amount of the Medical Education Grant is commensurate with the activities to be performed and/or the materials to be developed, if any;
   (iv) Beneficiary has all necessary licenses and approvals to enter into this Agreement, to receive the Medical Education Grant and to perform the Activity. Beneficiary shall notify Celgene in writing if any such licenses and approvals are not obtained, are withdrawn or suspended; and
   (v) it shall notify the receipt of the Medical Education Grant to such authorities as required by the applicable law and/or regulations.

5. Unless otherwise expressly agreed in writing by both Parties, this Agreement will expire upon completion of the Activity, or upon prior termination of this Agreement by either Party save for the terms and conditions expressly or by implication intended to survive expiration of this Agreement.

6. Celgene acknowledges and agrees that the founds of the Medical Education Grant will also be used to cover the costs associated with the Activity incurred by the conclusion of this Agreement.

7. Celgene may terminate this Agreement if (i) the approvals pursuant to section 4, (iv) and (v) are withdrawn or suspended; or (ii) if the Beneficiary fails to use the Medical Education Grant exclusively for the Activity in the sense of section 4, (ii), or (iii) in

case of a breach of the anti-bribery obligations pursuant to this Agreement. In such cases Beneficiary shall refund Celgene the full amount of the Medical Education Grant, including any statutory interests if applicable.

8. Celgene shall have no influence or control over the conduct of the Activity provided however, to the extent permissible under the applicable law, Celgene may provide comments or suggestions when requested by Beneficiary in writing.

9. Beneficiary shall keep Celgene informed of the progress of the Activity, including how the funding support was used, and its final results in order to confirm that the goals of the Activity are being met. Beneficiary will provide Celgene with a progress report and a final report for documentation purposes upon completion of the Activity, as deemed applicable by Celgene.

10. Upon completion of the Activity, Beneficiary will perform a reconciliation of the funds spent to the Activity and Beneficiary shall inform Celgene in case any part of the Medical Education Grant was not fully spent on the Activity. In such case the Parties shall discuss together whether the unspent funds shall be allocated to the same project for the year 2020, upon review and approval of such project by Celgene, or whether these will be refunded to Celgene. In any case, in case any part of the Medical Education Grant was not fully spent on the Activity, Celgene shall be entitled to claim for a refund of the unspent part of the Medical Education Grant.

11. In case the Activity is cancelled, either in part or in full, or indefinitely postponed for whatever reason, Beneficiary shall refund Celgene that portion of the Medical Education Grant that has not been spent by Beneficiary on the performance of the Activity prior to the date of cancellation or postponement.

12. Beneficiary shall appropriately acknowledge the funding support provided by Celgene either in Activity materials or public statements by Beneficiary at the beginning of the supported Activity.

13. **Anti-Bribery compliance:**

Beneficiary represents and warrants that it shall comply with all applicable laws regulations and codes relating to anti-bribery and anti-corruption (the ***"Anti-Bribery Laws***"), including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010. Beneficiary is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery Laws in order to:

(i) win or retain business for Celgene;
(ii) improperly influence an act or decision that will benefit Celgene;
(iii) gain an improper advantage for Celgene.

Beneficiary undertakes to keep accurate and transparent records to reflect transactions and payments. Should Beneficiary breach or have any reason to believe that it might have breached this section, it shall inform Celgene immediately, in writing, and cooperate with Celgene to investigate and document the facts.

14. **Data privacy**

14.1 The Parties will process all personal data obtained during the course of the Services in accordance with the applicable data protection laws.

14.2 Celgene will process any personal data received from the Beneficiary in accordance with its HCP Privacy Notice available under: www.celgene.com/celgene-privacy-policy/health-care-professionals-privacy-notice/ and this Agreement. Beneficiary warrants that it shall inform or obtain the prior written consent of each individual, as required by applicable law, for the disclosure of their respective personal data to Celgene and processing in accordance with this clause. The Parties understand that Celgene will not have any further information/consent obligations towards the Institution's personnel.

14.3 If the Beneficiary, when providing the Services, has access to personal data belonging to Celgene or equipment containing personal data, Beneficiary must (i) keep the data confidential, (ii) comply with any instructions given by Celgene for the processing of personal data, (iii) adopt all technical and security measures needed to avoid unauthorized access to said data, and (iv) at the termination of the Services, destroy or return to Celgene any personal data in its possession. In addition, Beneficiary will promptly and in any case no later than twenty-four (24) hours report to Celgene (i) any potential or actual personal data breach and provide all relevant information and (ii) any notification from an authority to Institution of an inspection or an audit to start, if this affects the personal data belonging to Celgene.

15. **Transparency disclosure**

The European Federation of Pharmaceutical Industries and Associations (EFPIA) has agreed upon a code that requires publicly disclosing transfers of value from pharmaceutical manufacturers to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs). This requirement has been implemented into the corresponding national codes (the "***Transparency Codes***"). Transfers of value include payments for services, donations in cash or in kind, reimbursement of expenses and sponsorships made to HCPs and HCOs.

Beneficiary acknowledges that under applicable Transparency Codes, Celgene is obliged to document and publicly disclose information about the payments and other transfers of value provided to Beneficiary, under this Agreement, by Celgene or by a third party on behalf of Celgene.

By signing this Agreement, Beneficiary agrees that Celgene and its affiliates may:

(i) Make public disclosures of such information in accordance with the Transparency Codes and applicable laws. Such disclosures may be made using any media (paper or electronic), web-site or platform, including an industry association's electronic platform. The information to be published will clearly identify Beneficiary and the types of transfers of value Beneficiary received from Celgene.

(ii) Disclose such information to pharmaceutical industry associations and/or competent authorities for compliance to the Transparency Codes and applicable law.

(iii) Disclose such information to Celgene's affiliates and to any third party providing services to Celgene, for the purpose of storage, use and public disclosure and to comply with the Transparency Codes.

Beneficiary may contact Celgene at any time to correct any mistakes.

16. During the term of this Agreement and for a period of 10 years thereafter, Beneficiary shall not disclose or use Confidential Information except as permitted in this Agreement or in writing by Celgene. ***"Confidential Information"*** shall include all information concerning Celgene and the Agreement, including without limitation, data, know-how and other information disclosed to Beneficiary by or on behalf of Celgene. Upon the earlier of the expiry or termination of the Agreement, Beneficiary shall return to Celgene all Confidential Information, as requested by Celgene.

17. The Parties acknowledge that Beneficiary, as a public university and an entity under Art. 2 Par. 1 Letter e) of Act No. 340/2015 Coll., on Contract Register, as amended, is subject to the obligation to disclose any contracts it concludes in the contract register (hereinafter "Disclosure" or "Disclose"). The Parties state that this Agreement is subject to mandatory Disclosure. 1.LF UK pledges to Disclose the contents of this Agreement as well as to inform Celgene with no undue delay of the fact that the contents of this Agreement have been Disclosed. Information must be sent to Celgene´s qualified databox. Parties declare that the confidential parts of the Agreement and its amendments will not be published in the Register of contracts. At the latest 5 days after the date of the conclusion of this contract, Celgene shall provide to the First Faculty of Medicine the text of this contract in the form in which it is to be published.

18. This Agreement will be governed by the laws of Czech Republic. The Parties hereby consent to the exclusive jurisdiction of the competent courts of Prague, Czech Republic for the resolution of any disputes arising under this Agreement.

19. Beneficiary shall maintain all relevant records concerning performance of this Agreement. Such records are subject to examination and audit (by Celgene's Group or a designated third party) until three (3) years following the termination of the Agreement for whatsoever reason.

20. A failure of a Party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision.

21. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which is not to be unreasonably withheld.

22. This Agreement may be executed in duplicate original counterparts. Signatures to this Agreement transmitted by facsimile or captured via portable document format (pdf), shall have the same effect as the physical delivery of the paper document bearing original signatures of the duly authorized representatives of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned are duly authorized to sign this Agreement on behalf of the Parties.

Celgene s.r.o.	**Charles University**
Signature:_____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX A

Request letter from Beneficiary and/or project proposal or description

KARLOVA UNIVERZITA
1. lékařská fakulta
Ústav BIOCEV
Průmyslová 595, 252 50 Vestec, Česká republika

CELGENE s.r.o.
Novodvorská 994/138
142 00 Praha 4 - Braník

YOUR LETTERS FROM OUR REF.NO. PROCESSED BY/EXTENSION DATE
10 February 2019

RE:

REQUEST
for financial support of professional educational event "G3 Symposium"
within G3 Conference (Genes, Genetics, Genomics)

Dear Mr Director,
we turn to you with a request for a financial support of the international, professional, educational event "G3 Symposium" in the amount of 250,000 CZK. This series of scientific mini-conferences is dedicated to significant discoveries in haematology with a focus on oncology and haematology of myelodysplastic syndrome, multiple myeloma and chronic myeloid leukaemia.
The purpose of the meeting, which is held every year, is education of members of the professional public (clinical and experimental haematologists) and other cooperating specializations (participating within the diagnostics and research projects) from the General University Hospital, Institute of Haematology and Blood Transfusion, 1st Faculty of Medicine, BIOCEV Institute and the Academy of Science of the Czech Republic.
The estimated number of **participants is at least 100**.

The events will take place in the lecture hall of BIOCEV (Průmyslová 595, Vestec) and at the 1st Faculty of Medicine at Charles University (Na bojišti 3, Praha 2) on several dates during the year 2019.

The expected budget of the event: assurance of participation of foreign lecturers (transport, accommodation, honorariums) CZK 175,000, assurance of premises, equipment, printed materials, refreshment and other organizational costs CZK 75,000.
Link: http://g3.lf1.cuni.cz/en/2019-g3-symposium
Basic data on the requestor:
1st Faculty of Medicine at Charles University
Kateřinská 32, Praha 2
ID No. 00216208, Tax ID No.: CZ00216208
Represented by:

Contact person:
Prof. MUDr.
BIOCEV, the 1st Faculty of Medicine
Tel. No. +
email address:

In Prague on 10 February 2019