

**Amendment 2 to
TURNOVER BONUS CONTRACT**

**I.
Contractual Parties**

1. Customer: **Olomouc Teaching Hospital**

Registered office: I.P.Pavlova 185/6, 77400 Olomouc
Represented by: prof. MUDr. Roman Havlík, Ph.D., Director
ID No.: 00098892
VAT No.: CZ00098892

and

2. Company: **GlaxoSmithKline, s.r.o.**

Registered office: Hvězdova 1734/2c, Nusle, 140 00 Prague 4
Represented by: XXXXXXXXXXXXX, acting under authorisation
ID No.: 48114057
VAT No.: CZ48114057
Bank account: Citibank Europe
account no.: 2001820106/2600

**II.
Amendment**

Pursuant to Article IV, par. 4 of Turnover Bonus Contract concluded on 28 November 2018 (hereinafter the "**Contract**"), the Parties agree on the following amendments to the Contract:

Article I (2) is replaced by a new provision with the following wording:

2. *The Bonus is set forth in Annex 1 hereto for the specific turnover achieved in the reference period, the turnover being calculated as the sum of the prices of all packages of the given Goods purchased by the Customer in the reference period from the Distribution Network. For the purpose of this provision, the price of the package of Goods is the final price of the manufacturer (Company) excluding the distributor's surcharge and excluding VAT in the relevant reference period.*

Annex 1 – List of Goods, Turnover and Bonus Levels is replaced by a new annex 1 which is attached to this amendment.

**III.
Final Provisions**

1. The provisions hereof which are not subject to the amendments listed in Article II of this amendment remain unaffected by this amendment.
2. This amendment becomes an integral part of the Agreement.
3. The Agreement has been executed in 2 original copies, of which each Party shall have one at its disposal.

4. This amendment becomes valid by the date of its signing by the representatives of both Parties and the wording of Article I (2) hereof, as amended by this Amendment 1, is applicable to legal relations between the Parties as of 28 November 2018 and the wording of the new Annex 1, as amended by this Amendment 2, is applicable to legal relations arising between Parties as of 1 April 2019.
5. The Parties declare that they have read this Amendment and that they agree with its content; in witness hereof, the Parties attach their signatures below.
6. The following annex is an integral part of this Amendment:

Annex 1 – List of Goods, Turnover and Bonus Levels (**trade secret**)

[Místo a datum]
In on

[Místo a datum]
In Olomouc on

On behalf of Supplier:

On behalf of Customer:

[Podpis]
.....
XXXXXXXXXXXX
acting under authorisation
GlaxoSmithKline, s.r.o.

[Podpis]
.....
prof. MUDr. Roman Havlík, Ph.D.,
Director
Olomouc Teaching Hospital

Annex 1 – Price Quotation (XXXXXXXXXXXX) Trade Secret

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