



**WORLD COURIER
MASTER SERVICE AGREEMENT**

This Master Service Agreement ("Agreement") is effective as of January 01, 2017 (the "Effective Date")

BETWEEN

- (1) World Courier Czech Republic s.r.o., a company organised under the laws of the Czech Republic with registered office at Tlumacovska 18/1118, Prague 5 - Stodulky, 155 00, Czech Republic ("World Courier"); and
- (2) Institut klinické a experimentální medicíny a company organised under the laws of Czech Republic with offices at Vídeňská 1958/9, Praha 4, 140 21 ("Customer").

Recitals

Customer desires to engage World Courier to provide express transport services for items tendered to and accepted by World Courier (a "Shipment"). Services may include the holding, transport, delivery and other services with respect to a Shipment (the "Services"). World Courier desires to provide the Services.

Agreement

It is agreed as follows:

1. Tender of Shipments

Shipments may be tendered directly by Customer or by any third party from whom Customer requests that a pickup be made by World Courier, in each case by the tender of the Shipment and execution of a waybill. Services with respect to each Shipment shall be governed by the terms of this Agreement, World Courier's conditions of carriage in effect at the time of tender (which can be accessed on-line at  or from any World Courier office) and the waybill accompanying each Shipment. The provisions in this Agreement shall take precedence and apply over any conflicting provision in the conditions of carriage, and the conditions of carriage shall take precedence and apply over any conflicting provision in a waybill. Nothing in this Agreement shall extend World Courier's liability beyond that set forth in the conditions of carriage.

2. Limited Warranties

World Courier represents and warrants to Customer that it: (a) will provide the Services in accordance with the laws, rules and regulations applicable to World Courier, and (b) has all necessary authorisations and licenses to provide the Services. World Courier gives no other representations or warranties, whether express or implied, to Customer, and all other representations and warranties are hereby excluded.

3. Fees and Other Charges; Invoicing; Payment

Customer will pay all fees and other charges for each Shipment in accordance with the rates listed or referenced in Schedule 1 and within 30 days after Customer's receipt of the applicable invoice. Where upon mutual agreement of the parties invoices are submitted to a third party for payment, Customer shall remain liable for the applicable invoice.

4. Third Party Rights

Except for third parties included in the World Courier organization, no third party shall have any rights under or as a result of the Agreement.

5. Term; Termination

5.1 This Agreement shall commence as of the Effective Date and expire on December 31, 2017 (the "Term"), unless sooner terminated pursuant to Section 5.2 below.

5.2 The Term and the provision of Services under the Agreement may be terminated prior to the expiration date set forth above:

(a) by World Courier upon giving notice to Customer if Customer is in material breach of: (i) any obligation in the Agreement and the breach is either incurable or uncured for 30 days following notice of the breach of said obligation being given to Customer; or (ii) any material representation or warranty in the Agreement;

(b) by Customer for any reason upon giving 30 days prior written notice to World Courier; or

(c) by either party immediately if the other is or is expected to become insolvent or bankrupt imminently.

5.3 Termination shall be without prejudice to any rights or remedies either party may have against the other with respect to any breach of the terms of the Agreement; provided that neither party shall be liable for any claim for loss of profit or loss of contract with respect to any unexpired term or the provision of the Services under the Agreement.

6. Confidentiality

Courier and Customer each hereby agrees to keep confidential all confidential information of the other that it learns in connection with this Agreement, unless otherwise required by law or necessary to perform its obligations hereunder or, with respect to World Courier, to arrange for or perform the Services. Confidential information of Customer includes without limitation confidential information with respect to Shipments. Confidential information of World Courier includes without limitation its standard operating procedures, fees and other financial information.

7. Notices

All notices required or permitted to be given to a party hereunder shall be written and delivered to that party's address listed below the signature lines in this Agreement or such other address as the respective party may specify in writing to the other party. Delivery shall be made in person or through pre-paid first class mail, facsimile or any delivery service that can demonstrate actual delivery. Notices to World Courier shall be made to the attention of General Manager. A notice will be deemed to have been given as of the date received by the addressee.

8. General

- 8.1 The Agreement supersedes all prior agreements between the parties regarding the subject matter of the Agreement, constituting the entire understanding between them about said subject matter.
- 8.2 The Agreement may only be amended in writing by the duly authorised representative of the respective parties. In no event shall this Agreement be amended or modified by virtue of the execution of any purchase order or other writing describing the shipping protocol for Shipments, or any service level or quality agreement entered into between the parties.
- 8.3 Neither party may assign, transfer, sub-contract (except as otherwise contemplated in the conditions of carriage) or otherwise deal with any of its rights or obligations under the Agreement without the prior written consent of the other party, except that either party may assign the Agreement or any rights or obligations therein: (a) to any entity that controls, is controlled by or under common control with, said party; that succeeds to all or substantially all of said party's assets and business; or that is a joint venture in which said party has an interest; provided that following any of said assignments the assignor and the assignee are jointly and severally obligated under the Agreement; (b) as a result of said party's reorganization, sale of all or substantially all of its assets, merger or consolidation, or entering into a joint venture; or (c) as a result of the sale of stock in said party.
- 8.4 A party's failure to insist on strict performance of any provision in the Agreement or referenced therein is no waiver of any right in any said provision or any subsequent default thereof.
- 8.5 In interpreting the Agreement, unless the context otherwise requires or indicates, the singular includes the plural and vice versa, and headings are inserted for convenience only and shall be disregarded for purposes of interpretation.
- 8.6 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of the Czech Republic and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Czech Republic.

[SIGNATURES FOLLOW]

SIGNED by or on behalf of the parties as of the Effective Date.

WORLD COURIER CZECH REPUBLIC s.r.o.

By: _____

Name: Jan Kytka

Title: General Manager duly authorised

World Courier Czech Republic s.r.o.

Tlumacovska 18 / 1118

Prague 5 – Stodulky

CZ - 155 00

Czech Republic

By: _____

Name: MUDr. Aleš Herman, PhD.

Title: director duly authorised

Institut klinické a experimentální medicíny

Vídeňská 1958/9

14021 Praha 4

Czech republic

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