



CONSULTING AGREEMENT

with Healthcare Professionals

This consulting agreement (the “**Agreement**”), with effective date November 15th, 2020 (the “**Effective Date**”), is entered into:

BETWEEN:

TERUMO EUROPE NV, a company incorporated under the laws of Belgium, with registered office at Interleuvenlaan 40, 3001 Leuven, Belgium, registered with the Crossroad Bank of Companies under the number 0408.270.327 (“**Terumo**”);

AND:

Fakultni Nemocnice Plzen, a company incorporated under the laws of the Czech Republic, with registered office at Edvarda Beneše 1128/13, 305 99, Czech Republic, represented by MUDr. Václav Šimánek, Ph.D. in his capacity of director (the “**Institution**”);

AND:

MUDr. Marian Kohut, Consultant Cardiac Surgeon, with official domicile in [REDACTED], Plzeň [REDACTED], Czech Republic, with license to practice medicine no. [REDACTED] issued by the Medical Chamber in Czech Republic, (the “**Consultant**”);

Terumo, the Institution and the Consultant are hereinafter referred to as the “**Parties**” or individually as a “**Party**”.

WHEREAS

- A. Terumo is a developer, manufacturer, supplier, distributor and service provider in the field of medical devices, primary drug containers and drug delivery devices.
- B. The Consultant is specialized in the field of Cardiac Surgery, working at the Institution.
- C. Terumo, the Institution and the Consultant have agreed that the Institution and the Consultant shall perform services for Terumo according to the terms and conditions set forth below.

NOW IT HAS BEEN AGREED AS FOLLOWS:

1. Scope of the services

- 1.1. The Institution and the Consultant undertake to provide assistance to Terumo and, in particular, to provide the support and services as set out in Annex 1 to the Agreement (the “**Services**”).



- 1.2. The demonstration and training program described in Annex 1 will be carried out by the Consultant, who is working at the Cardiac Department of the Institution.

2. Manner of Performance

- 2.1. The Institution and the Consultant guarantee that (i) they have the requisite expertise, ability, contacts and legal right to render the Services in an efficient manner; (ii) they will perform the Services under their full liability; (iii) there is no conflict with internal regulations of the Institution; and (iv) they are not bound by outstanding obligations or agreements which are inconsistent or in conflict with the performance of this Agreement by the Institution and the Consultant.
- 2.2. The Institution and the Consultant represent and warrant that they shall perform the Services with due care and diligence, respecting (i) all applicable laws, rules and regulations, including its deontological code (ii) Terumo's Group Code of Conduct which can be consulted on the following link <https://www.terumo.com/about/code-of-conduct/> and (iii) such rules of conduct as may be added by Terumo from time to time. The Institution and the Consultant agree not to do anything which may adversely affect Terumo's reputation or interests.
- 2.3. The Institution and the Consultant warrant that they are under no obligation or restriction which would in any way interfere or be inconsistent with or present a conflict of interest with the obligations undertaken herein. In particular, the Institution and the Consultant warrant that they comply with any applicable anti-corruption law and that this Agreement or the performance of the Services shall not result into any conflict of interest. Consequently, the Institution and the Consultant undertake to indemnify and hold Terumo harmless in the event of a complaint from a third party related to such incompatibility or conflict of interest.
- 2.4. For the term of this Agreement, the Consultant agrees to declare in an appropriate way that he is a Consultant for Terumo whenever he writes or speaks in public about a topic that is the subject matter of this Agreement or any other matter relating to Terumo.

3. Term

- 3.1. This Agreement shall commence on the Effective Date and terminate on November 14th, 2021.

4. Compensation

- 4.1. Terumo will pay the Institution the fees and expenses described in Annex 2. Terumo will make payments in Euro of accepted invoices on the bank account of the Institution specified in Annex 2, after provision of the services and submission of the deliverables, if applicable, as described in Annex 1.
- 4.2. The Institution will be responsible for all taxes and charges to be paid on the fees or payments to the Institution. The reimbursement of expenses and the eventual use of Terumo's equipment and property will always be according to Terumo's internal policies and guidelines.

5. Confidentiality

- 5.1. In the course of this Agreement, it is possible or anticipated that the Institution and the Consultant will learn of, and have access to (whether orally, via site visits or in writing), information that Terumo regards as confidential or proprietary, such as information and/or data relating to Terumo or its affiliated companies its business, affairs, researches, know-how, trade secrets, intellectual property rights, processes, products, drawings, designs, study results, formulas, manufacturing methods, techniques, raw materials, sources of



supply, applications for particular technologies, vendor lists, customer lists, employee lists, management systems, financial information, pricing, sales and marketing plans (“Confidential Information”). The results of the Services are also considered as Confidential Information under this Agreement.

- 5.2. The Institution and the Consultant shall maintain Confidential Information in strict confidence and not disclose any Confidential Information, in whole or in part, to any third party. The Institution and the Consultant shall use the Confidential Information in accordance with this Agreement and not use it for any other purpose than the performance of this Agreement.
- 5.3. Notwithstanding the foregoing, however, Confidential Information shall not include information which: (a) was in the public domain or subsequently becomes part of the public domain, otherwise than through a breach of this Agreement; (b) was lawfully known to or in the possession of the Institution and the Consultant prior to the Effective Date and with respect to which the Institution and the Consultant does not have any obligation of confidentiality; (c) becomes available to the Institution and the Consultant from a source other than Terumo, which source is not bound by any obligation of confidentiality to Terumo in relation to such information; or (d) was or is developed by the Institution and the Consultant independently of any disclosure of information hereunder.
- 5.4. Within fifteen (15) calendar days following the written request by Terumo, the Institution and the Consultant shall, at Terumo's option, return to Terumo, destroy and/or erase all hard and soft copies of any Confidential Information. Destruction or erasure of all Confidential Information will be certified to Terumo by the Institution and the Consultant.
- 5.5. The confidentiality undertakings contained herein shall survive the termination of this Agreement for a period of ten (10) years.

6. Independent Contractor

- 6.1. The relationship of the Parties under this Agreement shall be and remain one of independent contractors, and the Institution nor the Consultant are employees nor agents of Terumo. The Institution and the Consultant shall have no authority to assume or create obligations on Terumo's behalf, and shall not take any action which has the effect of creating the appearance of having such authority. The Institution and the Consultant shall bear and be solely responsible for the payment of all expenses for the operation of the Institution's and the Consultant's office and activity.
- 6.2. The Institution and the Consultant acknowledge that their participation to this Agreement is not linked to any obligation to use, prescribe or purchase Terumo products.

7. Ownership of Work and Developments

- 7.1. Terumo shall be the owner of all results, including information, deliverables, materials, software, database, intellectual property rights and know-how, of whatever nature, whether or not they can be protected, which would be generated, produced, obtained, developed, conceived or otherwise created by one of the Parties in connection with this Agreement (the “Work”). Therefore, the Institution and the Consultant shall provide Terumo with all materials, equipment and documentation being part of the Work. In addition, to the extent permitted by law, the Institution and the Consultant irrevocably assign and transfer to Terumo any and all intellectual property rights (including, without any limitation, copyright, database rights, trademarks, patents, and design rights) attached to the Work. This assignment includes, amongst others, the right of reproduction, communication to the public, adaptation, and translation of the Work and/or one of its elements (such as but not limited to pictures and graphic elements) for Terumo or its affiliated companies. Terumo can thus copy, record, adapt, print, publish the Work on whatever support or translate it into any language.

- 7.2. In the event Terumo should decide to protect intellectual property rights attached to the Work, the Institution and the Consultant will provide to Terumo all required assistance in this respect. The Institution and the Consultant also undertake to provide any assistance to Terumo to defend and protect such intellectual property rights before the courts or in any judicial or non-judicial procedure, as well as to assist Terumo to ensure and prove the validity of the transfer of intellectual property rights attached to the Work. The Institution and the Consultant shall not at any time infringe, contest, dispute or question such intellectual property rights nor aid others in doing so, directly or indirectly.
- 7.3. The Institution and the Consultant hereby acknowledge and accept that any indemnity or compensation for the transfer of the intellectual property rights is already included in the fees set forth in this Agreement and that these fees constitute sufficient and adequate payment for the aforementioned transfer.
- 7.4. No license or transfer of intellectual property rights is granted to the Institution and the Consultant. It is understood that The Institution and the Consultant are not entitled to re-use the Work for any other purpose than the performance of this Agreement, nor for the benefit of any third party without Terumo's prior written consent.

8. Termination

- 8.1. Terumo may terminate this Agreement at any time and without any compensation in case:
 - (i) The Institution and the Consultant fail to perform any of its obligations under the Agreement and if such failure is not remedied within thirty (30) days following a written notice sent by Terumo to the Institution and the Consultant; or
 - (ii) The Institution or the Consultant are in winding up, liquidation, insolvency, cessation of payment, bankruptcy or any analogous proceedings.
- 8.2. Terumo may terminate this Agreement, at any time, for any reason, with a thirty (30) days prior written notice to the Institution and the Consultant. If Terumo so terminates, the Institution and the Consultant shall be entitled to:
 - (i) compensation only for the Services actually provided up and until the date of Terumo's termination, increased by the amount corresponding to services scheduled in the following month, less all such payments already made by Terumo to the Institution and the Consultant under this Agreement; and
 - (ii) reimbursement of all expenses effectively incurred under this Agreement in so far such expenses relate to the Services and are demonstrated to have been incurred before the date of Terumo's termination notice.Such compensation and reimbursement of expenses shall be the Institution's and the Consultant's sole and exclusive remedy for Terumo's termination of the Agreement according to this paragraph.
- 8.3. In case of risk to public health or request by health authorities, Terumo may, without delay and without any compensation, suspend or terminate this Agreement

9. Notification and authorization

- 9.1. The Institution and the Consultant declare and warrant that they have fulfilled all notification requirements and obtained all authorizations that are required by applicable laws, regulations or code of conducts or necessary in relation to the performance of this Agreement (including, where applicable, authorizations from the Institution or from other instances such as his Physicians Association).
- 9.2. The Institution and the Consultant commit themselves to notify Terumo without any delay in the event he receives an opinion or decision from the Institution or from any competent body that could negatively impact the performance of this Agreement.

10. Transparency disclosure

- 10.1. The Parties declare and warrant that they shall comply with all transparency and/or anti-gift obligations required by law, regulations or codes of ethics applicable to the Parties. Each Party shall provide the other Party with all information reasonably required to comply with such obligations.
- 10.2. In accordance with applicable local or regional transparency ("sunshine") laws, regulations and industry codes of ethics (the "Transparency Regulations"), TERUMO may be required to notify and/or disclose publicly certain information regarding this Agreement to local enforcement authorities, industry bodies, professional institutions, competent organisations, employers or superiors (the "Transparency Bodies").
- 10.3. Such information may extend to the existence, the title and the provisions of this Agreement, any direct or indirect premium, benefit, value or advantage granted by TERUMO or its affiliates under this Agreement and any direct or indirect affiliation, collaboration or professional relationship between TERUMO or its affiliates and the Institution and the Consultant as a result of this Agreement.
- 10.4. Such information and supporting documents shall be retained by TERUMO during a period of time not exceeding the requirements laid down in the Transparency Regulations. The aforementioned list of information to be disclosed by TERUMO may be subject to modifications from time to time, in accordance with any legal or regulatory amendments made to the Transparency Regulations in relation to the content and/or methods of disclosure.
- 10.5. The Institution and the Consultant understand and acknowledge that the above information may be notified and disclosed publicly by TERUMO on (i) a centralized public platform managed by or on behalf of the Transparency Bodies or (ii) one of TERUMO or its affiliates' website, in a manner consistent with the Transparency Regulations.
- 10.6. The Institution and the Consultant undertake to closely collaborate with and provide any and all necessary information to TERUMO on TERUMO's first request, with all due diligence and within the timeframe set by TERUMO where applicable, for TERUMO to comply fully and timely with the Transparency Regulations. The Institution and the Consultant understand and acknowledge that non-compliance with the obligation to collaborate laid down in this paragraph may result in administrative and/or criminal sanctions being imposed by the Transparency Bodies.

11. Data protection

- 11.1. Terumo will collect the Consultant's personal data that are contained in this Agreement, as well as personal data provided voluntarily by the Consultant (e.g. in email communications). Terumo may use the Consultant's personal data for the performance of this Agreement, to comply with applicable transparency and anti-gift laws or regulations, to interact with the Consultant and respond to their queries and requests, to ensure the ongoing accuracy and relevance of the Consultant's data, for research or survey purposes, to send the Consultant invitations to events organized by Terumo, to share with the Consultant information that might be of interest for the Consultant, to inform the Consultant about Terumo's products and/or services (the Consultant can freely oppose to such use at any time), and/or to comply with law, regulation, a public authority request or a court order.

Terumo will use the Consultant's personal data in compliance with and within the limits provided by the applicable laws and regulations. The Consultant data may be transmitted outside the European Economic Area, as well as to Terumo's affiliated companies or to third parties in order to carry out processing for Terumo.

Terumo may store the Consultant's personal data as long as necessary or useful and appropriate to comply with applicable legal standards.

The Consultant is entitled to have access to the Consultant's personal data hold by Terumo and to require Terumo to correct, amend or delete such information if it is demonstrated to be inaccurate, incomplete or unnecessary. However, the Consultant acknowledges that he cannot oppose to publications or communications of its personal data that are required by law.

- 11.2. In case Terumo entrusts the Consultant with the processing of personal data, the Consultant has to ensure that it shall process such personal data in compliance with Belgian data protection law and any other data protection law applicable to the Consultant. The Consultant can process such personal data only on written instructions from Terumo and is responsible for ensuring appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, accidental loss, alteration, or unauthorized disclosure or access.

The Consultant may use personal data provided by Terumo only for the performance of this Agreement or to comply with law, regulation, a public authority request or a court order.

The Consultant may store personal data provided by Terumo as long as necessary to comply with this Agreement and applicable legal standards.

12. Assignment

- 12.1. Neither Party may assign its rights or delegate its obligations under this Agreement without the express written consent of the other Party, except to one of its Affiliates.
- 12.2. This Agreement will be binding and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.

13. Notices

- 13.1. Any notice under this Agreement shall be given in writing and in English to the relevant Party and may be delivered by hand or by registered letter with acknowledgment of receipt to the address stated in this Agreement to the attention of its legal department, or to such other address and persons as may from time to time be notified in accordance with this Article.

14. Entire agreement

- 14.1. This Agreement, including its annexes, contain the entire agreement between the Parties and supersedes all pre-existing agreements between the Parties with respect to its subject matter. Any modification to this Agreement shall only be effective if made in writing and signed by the Parties. The general terms and conditions of the Institution and the Consultant are expressly excluded.

15. No waiver

- 15.1. No failure to exercise and no delay in exercising, any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

16. Severability

- 16.1. If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then such provision or part of it shall be deemed not to form part of this Agreement. The legality, validity or enforceability of the remainder of this Agreement shall not be affected.
- 16.2. In such case, each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision that is as close as possible to the original intention of the Parties and has the same or as similar as possible economic effect.

17. Electronic signature

The Parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. "Electronic signature" shall include faxed versions of an original signature or electronically scanned versions transmitted via pdf.

18. Governing Law and Jurisdiction

- 18.1. This Agreement and any non-contractual obligations arising out of or in connection with it is governed by and construed in accordance with Czech law, with the exclusion of its conflict of law principles to the extent that they would refer to foreign law.
- 18.2. Any dispute which the Parties are unable to settle amicably in connection with this Agreement or any non-contractual obligations arising out of or in connection with it shall be submitted to the sole jurisdiction of the courts of Prague, Czech Republic.

****signature page follows****



In witness whereof, this Agreement has been executed in as many counterparts as Parties, by duly authorized representatives on behalf of the Parties, and shall be in full force and effect as of the Effective Date.

Terumo Europe NV

MUDr. Marian Kohut

Name: Sebastien van den Berghe
Title: Vice President TCV EMEA
Date:

Name:
Title:
Date:

Fakultni Nemocnice Plzen

Name: MUDr. Václav Šimánek, Ph.D.
Title:
Date:

Annexes:

Annex 1: The Services
Annex 2: Payment of fees and expenses

Annex 1

The Services

1. Scope of the Services

The Institution and the Consultant shall provide Terumo with the following Services:

Workshop / Demonstration / Training activities:

Provide trainings, demonstrations and/or workshops for healthcare professionals from other institutions or for Terumo associates on the endoscopic vein harvesting technique using Terumo's VirtuoSaph and VirtuoSaph Plus EVH System. Attendees of these trainings / demonstrations / workshops will learn about Terumo's VirtuoSaph and VirtuoSaph Plus EVH System in routine use and shall support attendees during their introduction phase of EVH techniques using the Terumo VirtuoSaph Plus System.

Location: The trainings / demonstrations / workshops will take place at the Institution's premises.

Duration: The duration for these trainings / demonstrations / workshops shall vary from 1-2 days per visitor group.

Number of attendees: Maximum 5 attendees per training / demonstration / workshop

The activities of the Institution include:

- Support the trainings, demonstrations and/or workshops by enabling the use of the Institution's premises for attendees
- Organization of trainings, demonstrations and/or workshops on written request of Terumo
 - Content of trainings, demonstrations and/or workshops:
 - Presentations on: The EVH technique using Terumo's VirtuoSaph and VirtuoSaph Plus EVH System, the VirtuoSaph and VirtuoSaph Plus Product, Tips & Tricks (1 per training / demonstration / workshop)
 - EVH Case Observations (The Institution will make sure, that at least one EVH case will be performed per day of the training / demonstration / workshop)

The activities of the Consultant include:

- Provide and lead the trainings / demonstrations / workshops by:
 - Holding presentations on the EVH technique using Terumo's VirtuoSaph and VirtuoSaph Plus EVH System and / or Tips & Tricks (1 presentation per training / demonstration / workshop)
 - Leading an EVH case observation in the operating theater (at least 1 per day of the training / demonstration / workshop)

In the case of live cases, the Institution and/or the Consultant shall properly inform the respective patients and must collect their consent. The patients will have to sign an informed consent form prior to the participation in the training. Without the consent form, the live case cannot take place.

These trainings / demonstrations / workshops shall be organized on written request of Terumo upon agreement with the Institution and the Consultant.

Depending on measures taken by Terumo, the Institution and the Consultant and/or local authorities in response to the Covid-19 outbreak, the services may be cancelled, rescheduled or replaced by an online interactive event.



2. Deliverables

The Consultant shall ensure that Terumo is kept informed about the performance of the Services by providing Terumo with a report of the Training activities and results. The report has to be submitted the latest one month after the provision of the Services. The report will be provided in writing to Terumo.

Annex 2

Payment of fees and expenses

1. Fees

For the Services performed by the Institution and the Consultant to the satisfaction of Terumo, the Institution is entitled to the following compensation, including Tax/VAT, upon receipt of a proper invoice:

Proctorship/Preceptorship:	450 EUR/day (fixed fee, including preparation time). The total duration of the Services is estimated at approximately: 6-7 hours/day. The cost breakdown is as follows: <ul style="list-style-type: none">- 225 EUR/day for the services performed by the Institution described in Annex 1- 225 EUR/day for the services performed by the Consultant described in Annex 1 (the remuneration to the Consultant will be paid according to internal rules of the Institution)
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2. Payment conditions

2.1 Invoices are payable by Terumo sixty (60) days invoice date.

2.2 Terumo will make payments of the invoices on the official bank account of the Institution:

Name of the account holder:	Fakultni nemocnice Plzen
Address of the account holder:	Edvarda Benese 1128/13, 305 99 Pilsen, Czech Republic
Account number:	34534-33739311/0710
IBAN code:	CZ91 0710 0345 3400 3373 9311
Bank name:	CNB
Bank Address:	Na Prikope 28, 11503 Praha 1, 00669806, CZ00669806
Swift/BIC code:	CNBACZPP

2.3 When possible, the Institution shall add the PO number in the invoice and send it to the following address:

Terumo Europe N.V.
ResearchPark Haasrode 1520
Interleuvenlaan 40
3001 Leuven
Belgium
VAT: BE 0408.270.327

Or per e-mail to: [REDACTED]



3. Expenses

The agreed fees under point 1 above include all necessary disbursements and expenses of the Institution and the Consultant for the performance of the Services.