

EDUCATION AND TRAINING SERVICES AGREEMENT

This Agreement is entered into by and between:

BIOTRONIK Vertriebs GmbH & Co. KG, Woermannkehre 1, 12359 Berlin, Germany, reg. number DE136651322 "**BIOTRONIK**"

and

Doc. MUDr. Mgr. Alan Bulava, Ph.D., [REDACTED]

[REDACTED] hereinafter referred to as the "**Consultant**"

and

České Budějovice Hospital, a joint-stock company with its registered office at B. Němcové 585/54, Postal Code 370 01, České Budějovice, identification no. 260 68 877, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section B, File 1349, represented by MUDr. Břetislav Šon, Chairman of the Board of Directors, and MUDr. Jaroslav Novák, MBA, Vice-Chairman of the Board of Directors, individually referred to as the "**Institution**".

BIOTRONIK, the Consultant and the Institution shall be collectively referred to as the "**Parties**".

The Parties hereby agree on the following:

1. Consultant's Educational Training Activities
 - 1.1 The Consultant, who is an authorized practitioner in accordance with applicable local laws, agrees to engage in the educational activities outlined in Schedule A hereto relating to BIOTRONIK Cardiac Rhythm Management Products (the "Educational Activities"). The Consultant and BIOTRONIK both claim that the Consultant has acquired and possesses the skills, expertise and knowledge to train about BIOTRONIK's products and is willing to provide training services for participants, upon whom all Parties have agreed (the "Services").
 - 1.2 The Institution confirms and agrees that the Consultant shall provide Educational Activities under the conditions specified in this Agreement ("Training Sessions").
 - 1.3 The Consultant will conduct Training Sessions at the Institution for physicians, other medical professionals, who are not employed by or otherwise affiliated with the Consultant, the Institution or BIOTRONIK personnel ("Trainees"). The names (including other personal details) and professional experience of participating Trainees shall be communicated sufficiently in advance (not less than 10 days) to the Consultant by BIOTRONIK in writing (via email). The Institution reserves the right not to allow the Trainee to attend the Training Sessions, especially if the Trainee does not comply with the conditions listed in para. 1.4 of this Agreement.

1.4 Depending on the level of qualification of the Trainee and in accordance both with legislation of the Czech Republic regulating health care service and the individual patient's consent, the Consultant will allow the Trainees either to (i) observe or (ii) attend electrophysiology and implantation procedures.

- (i) Trainees shall be permitted to participate in the Training Sessions in the form of observed electrophysiological and implant procedures under the conditions stipulated in Annex C of this Agreement. The Institution is authorized to request in advance the conclusion of agreements with the Trainee in which the conditions under Annex C of this Agreement shall be agreed prior to the commencement of the Educational Activities.
- (ii) Trainees shall be permitted to participate in the Training Sessions in the form of direct participation in electrophysiological and implant procedures (i.e. in the provision of medical services) under the conditions stipulated in Annex C of this Agreement (the Institution is authorized to request in advance the conclusion of agreements with the Trainee in which the conditions under Annex C of this Agreement shall be agreed prior to the commencement of the Educational Activities), and only after the submission either of a) notification from the Ministry of Health on waiver of verification of professional qualifications within the meaning of Section 27b (6)

a) of Act No. 95/2004 Coll., the requirements for acquisition and recognition of professional qualification and specialist qualification to perform the medical profession of physician, dentist and/or pharmacist, as amended (the "Act"); or
 b) a decision on authorization for the medical profession in the Czech Republic within the meaning of Section 36 of the Act issued at least for the period during which the physician shall participate in the Training Sessions and for those activities which are the subject of the Training Sessions, or
 c) upon the fulfillment of other requirements under the Act, if the Trainee is not subject to the requirements under a) or b) above. A prerequisite for the participation of the Trainee in the Educational Activities is demonstration on the part of the Institute of compliance with the requirements of the Act prior to the commencement of the Educational Activities, in particular by submitting a notification or decision under a) or b) above. With regard to procedures, the Consultant has to give instructions and must supervise and be on hand to intervene, if necessary. The Trainee must be proficient in performing the procedure properly and must comply with any instructions given by the Consultant. Irrespective of the conditions stated above, the Consultant possesses the right to receive the final decision of whether or not the particular Trainee of BIOTRONIK would be allowed to attend or perform the procedures. The Consultant especially takes into consideration the level of expertise of the Trainee, his or her practical predispositions and the Consultant's own workload, etc.

1.5 BIOTRONIK shall design and prepare all materials related to the training program (the "Program Materials"). The Program Materials shall be the sole property of BIOTRONIK and BIOTRONIK shall provide the Program Materials to the Consultant in quantities sufficient for the number of Trainees of each Training Session.

2. Consultant's Responsibilities

2.1 The Consultant shall:

- Obtain prior written consent and/or authorization from each patient whose procedure is the subject of a training program on an Institution approved form; failure to receive such consent from the patient shall not be considered a breach of this obligation; in such a case the Trainees shall not be allowed to attend;
- Obtain all necessary approvals from the Institution where the Services shall be performed, subject to the terms and conditions of this Agreement;
- Maintain records of the numbers and names of Trainees and types of operations, which Trainees have either observed or participated in;
- Provide Training Sessions according to the description in the Program Agenda set forth in the attached Schedule A.
- Upon completion of each Training Session, provide BIOTRONIK an electronic copy (for instance via email) of the attendance records for such Training Session.
- Maintain all licenses required to provide training;
- Act as the training program liaison for the Institution, the Trainee(s) and BIOTRONIK.
- Attend meetings with the Trainees and submit other reports as reasonably requested by BIOTRONIK.

2.2 The Consultant shall perform Services in accordance with all applicable laws and the highest standards of the profession. Any medical decisions, permits and licenses required and necessary for a patient's care and treatment shall be the responsibility of the Consultant.

3. Compensation

3.1 The Institution shall submit itemized invoices to BIOTRONIK for Educational Activities/Services rendered by Consultants, and BIOTRONIK shall pay the Institution compensation as set forth in Schedule B. The exact amounts for rendering the Services will be set in Schedule B to this Agreement, as well as payment conditions.

3.2 The Institution acknowledges and agrees, unless stated otherwise in this Agreement or its Schedules, that any amount received under this Agreement is gross of any taxes, fees and levies of any nature whatsoever which may be imposed by any authority with jurisdiction over any amounts received by the Institution under this Agreement. The Institution shall be solely responsible for the payment of any and all such taxes, fees and levies. The Consultant shall be paid for his services by the Institution, based on their mutual agreement.

3.3 It shall also be the exclusive responsibility of the Consultant to collect all necessary approvals and permits, etc., if any, from his employer in order not to infringe any of his professional duties imposed under law or by contract.

- 3.4 To avoid ambiguities, the Parties hereby agree that any compensation with regard to the treatment of the patient by public health services, private insurance policies or the patients themselves shall be exclusively paid to the Institution.

4. Term and Termination

- 4.1 This Agreement shall enter into effect on February 1, 2017 and continues to be in effect through December 31, 2018. The Agreement terminates automatically without notice at the end of its term. The contract may be extended by two more years one month before the contract expires.
- 4.2 Any Party may terminate this Agreement with or without cause upon 30 days prior written notice to the other Party. In the event of termination of this Agreement before the end of its term, BIOTRONIK will be obligated to pay the Institution only for Services commenced prior to the date of such termination.
- 4.3 The provisions of (a) Confidentiality, (b) Inventions and Ideas, and (c) Copyright Protected Materials under this Agreement shall survive the expiration or other termination of this Agreement.

5. Use of Name

The Parties agree not to use, expressly or by implication, any trademark, trade name, or any contraction, abbreviation or adaptation thereof of any other party, or the name of the other Party's staff in any news, publicity release, policy recommendation, advertising, or any commercial communication without the express written approval of the remaining Parties.

6. Confidentiality

- 6.1 The Parties will not disclose, directly or indirectly, in any manner whatsoever to any third parties any Confidential Information received from the other Party (the "Disclosing Party") regarding the Educational Activities without first obtaining the written consent of the Disclosing Party, and the other Party (the "Recipient") will keep confidential all of the Disclosing Party's Confidential Information that is disclosed to the Recipient. The Recipient agrees to use the same level of care in safeguarding the Disclosing Party's Confidential Information that the Recipient uses with its own confidential information of a similar nature, but in no event less than reasonable care. The Recipient shall restrict disclosure of the Disclosing Party's Confidential Information solely to those of its (or its Affiliate's) employees or representatives having a need to know such Confidential Information in order to exercise a right granted or fulfil an obligation under this Agreement.
- 6.2 Confidential Information shall not be used by the Consultant or the Institution or their employees, agents or assistants, except as necessary to perform the Training Service described in this Agreement.
- 6.3 This provision shall not apply to Confidential Information: (a) after it becomes publicly available through no fault of the Consultant or Institution; (b) which is later publicly released by BIOTRONIK in writing; (c) which is lawfully obtained

from third parties without restriction; or (d) which can be shown to be previously known or developed by the Consultant or the Institution independently of BIOTRONIK.

- 6.4 In the event the Recipient is requested pursuant to, or required by, applicable laws to disclose any of the Disclosing Party's Confidential Information, it will notify the Disclosing Party promptly so that the Disclosing Party may seek a protective order or other appropriate remedy, while it is authorized to disclose such information at its own discretion.

At the Disclosing Party's expense, the Recipient will cooperate in all reasonable respects, in connection with any reasonable actions to be taken for the foregoing purpose.

- 6.5 Upon the effective date of the termination of this Agreement for any reason, any Party may request in writing and with the written consent of the remaining Parties either: (a) the prompt destruction of all copies of the requesting Party's Confidential Information in the possession of the other Party and confirmation of such destruction in writing to the requesting Party; or (b) the prompt delivery to the requesting Party, at the other Party's expense, of all copies of such Confidential Information in the possession of the other Party, provided, however, that the other Party will be permitted to retain in the possession of its legal counsel one (1) copy of the requesting Party's Confidential Information for the sole purpose of determining any continuing obligations hereunder.

7. Inventions and Ideas

Any inventions, improvements or suggestions ("Inventions") developed by the Consultant within the scope of this Agreement shall remain the property of the Consultant and will not be disclosed to BIOTRONIK in the absence of a separate agreement specifically pertaining to such disclosure. Nevertheless, the Consultant shall be obliged to inform BIOTRONIK in writing and to enter into substantial talks with BIOTRONIK on a transfer of the invention in question or on granting a usage right to BIOTRONIK's benefit, before the respective offer is made to third parties.

8. Copyright Protected Materials

All materials developed for BIOTRONIK under the terms of this Agreement, including copyright materials ("Protected Material") will be deemed as works made for hire and are the property of BIOTRONIK, unless applicable law requires otherwise. The Consultant hereby assigns the Protected Materials to BIOTRONIK. Should applicable law preclude BIOTRONIK's ownership of the Protected Materials, the Consultant hereby grants to BIOTRONIK an unlimited, perpetual royalty-free license to use, reproduce, distribute and modify the Protected Materials. The Consultant agrees to sign and deliver to BIOTRONIK any document required to secure BIOTRONIK's rights under this paragraph.

9. Representations and Warranties

- 9.1 The Consultant, the Institution and BIOTRONIK represent and warrant that all of their employees, agents and associates whose Services may be used to fulfill their obligations under this Agreement are or will be appropriately informed of the

terms of this Agreement, and are under legal obligation, by contract or otherwise, sufficient to fully comply with all provisions of this Agreement.

9.2 The Consultant, the Institution and BIOTRONIK represent and warrant that they have full right and authority to enter into this Agreement under applicable law, including the internal rules of their employer.

9.3 The Consultant, the Institution and BIOTRONIK represent and warrant that they have no outstanding obligations or agreements which are inconsistent or in conflict with the execution of this Agreement or performance of the Educational Activities.

9.4 The Consultant and the Institution acknowledge that BIOTRONIK shall not be liable for damage caused during the Training Session by the Trainees or the Consultant.

10. Independent Contractor

10.1 The Consultant and the Institution are independent contractors for all purposes. Neither the Consultant nor the Institution, their agents, representatives, associates or employees will be considered an agent, representative or employee of BIOTRONIK for any purpose.

10.2 Conduct and control of the work to be performed under this Agreement by the Consultant lies solely with the Consultant; and conduct and control of the work to be performed under this Agreement by the Institution lies solely with the Institution.

10.3 Except as explicitly permitted in this Agreement, the Consultant and the Institution may not incur any liability on BIOTRONIK's behalf nor bind BIOTRONIK to any contractual or payment obligation without the prior written consent and written authorization of BIOTRONIK.

11. Entire Agreement

11.1 This Agreement supersedes all prior oral agreements and understandings between the Parties with respect to the activities hereunder.

11.2 No amendments, changes, extensions, modifications to, or waivers of this Agreement will be valid and binding unless if in writing and signed by the Parties, except that either Party may change its address by written notice to the other.

12. Miscellaneous

12.1 The Parties have agreed that the legal relationships arising out of this Agreement shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code. The Parties hereby irrevocably and unconditionally:
a) agree to the exclusive authorization and jurisdiction of Czech courts for all disputes arising between them under this Agreement or in connection herewith;
the Parties have agreed in the scope permitted under the law under Section 89a of

Act No. 99/1963 Coll., the Civil Procedure Code, as amended, on the local jurisdiction of the court in České Budějovice;

b) agree that should any disputes arise between the Parties under this Agreement or in connection with it, they shall initiate proceedings only at the respective Czech court of material and local jurisdiction;

c) agree and undertake in the event that proceedings are initiated in a German court in a dispute connected with the fulfillment of the rights and obligations under this Agreement to argue before the German court its lack of jurisdiction;

d) agree in the event of a dispute arising out of this Agreement or in connection with it to attempt initially to resolve the dispute amicably, and only should this attempt fail to exercise their disputed rights in court.

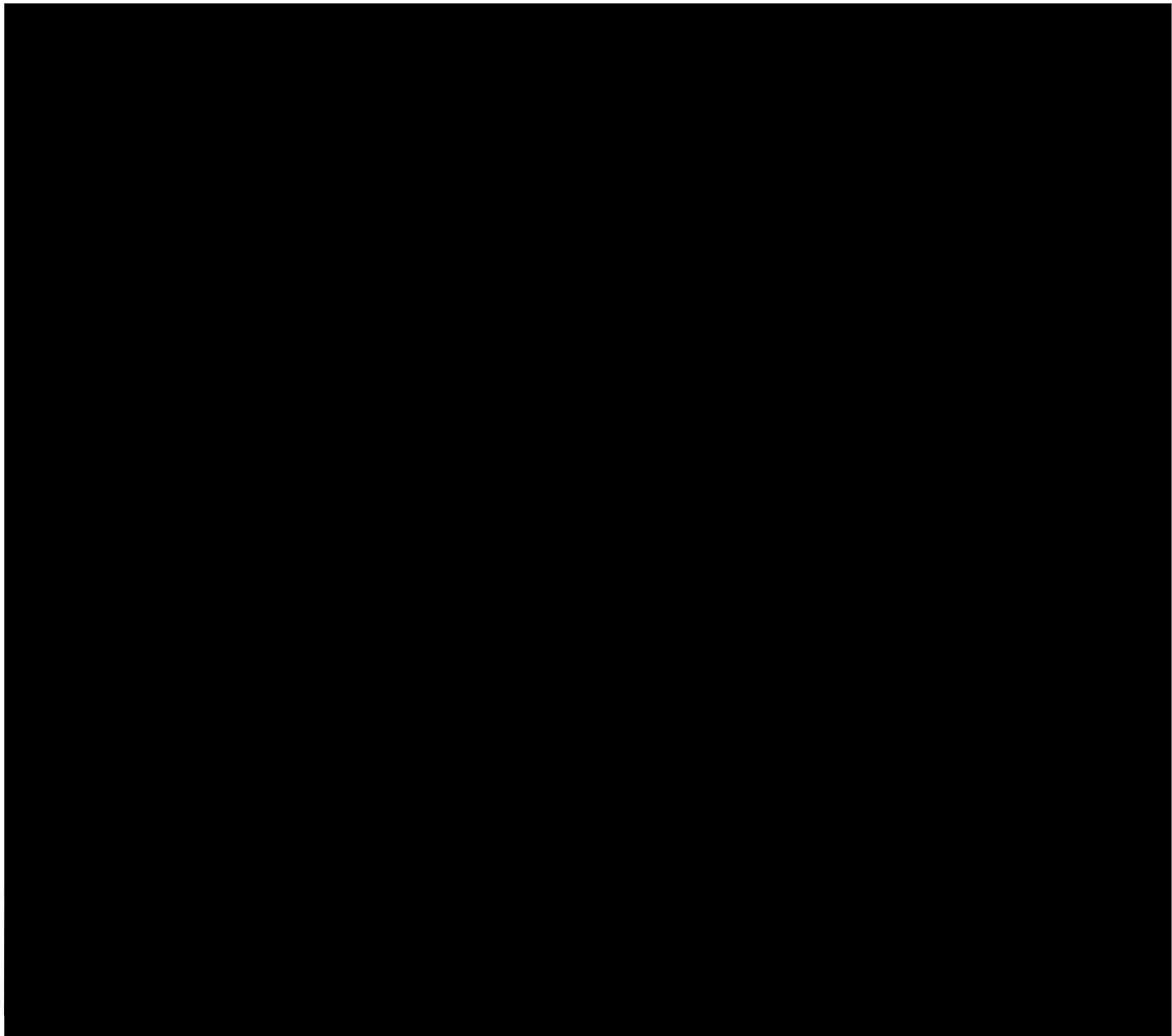
12.2 The Parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information of patients and their other personal data, and agree to be governed by the relevant legislation regulating the confidentiality of information about the health status of patients and their other personal data in the form of Czech laws and provisions. BIOTRONIK undertakes to inform the Trainees of their obligation during their participation in the Educational Activities to act fully in compliance with Czech law.

12.3 In the event that any provision contained herein is held to be invalid or unenforceable, all other provisions of this Agreement will be deemed severable and will remain enforceable to the full extent permitted by law.

12.4 The Institution represents to be an obligated entity pursuant to Section 2(1)(n) of Act No. 340/2015 Coll., on the Contract Register, as amended (hereinafter the "Contract Register Act"), and as such it is obligated to publish this Contract including all its annexes in the Contract Register. In view of the fact that the Contract Register Act grants the right to send the Contract for publishing in the Contract Register to all Parties to the Contract, the Parties have agreed, in order to avoid a potential duplicate sending of the Contract for publishing in the Contract Register, that this Contract shall be sent by the Institution for publishing in the Contract Register. Moreover, in respect of this Contract the Institution shall also fulfill other obligations arising in relation to it from the Contract Register Act.

The Parties undertake to keep confidential such details and information contained herein that have the nature of trade secrets or are otherwise subject to protection according to law. Such details and information are to be understood in particular as the provisions of paragraph 1 in Annex B to this Contract, whereby BIOTRONIK desires to keep such details and information confidential due to their importance for the competition.

12.5 This Agreement has been signed in three copies in Czech and English, each of which equally evidences this Agreement. In case of any language discrepancies between the English and Czech versions, the Czech version shall prevail.



Schedule A

Interactive/practical training for the provision of training services for BIOTRONIK in the Institution for selected physicians ("Trainees").

1. Education Activities Description

The Educational Activities are designed for practicing cardiologists/electrophysiologists interested in developing their skills:

- To conduct invasive electrophysiological (EP) procedures for diagnostic as well as catheter ablations focusing on BIOTRONIK's products and also on other kinds of electrophysiology procedures or products (including navigation systems, ICE, etc.).
- To conduct cardiac resynchronization system implantations.

The course will allow hands-on proctoring by the Consultant for CRT and EP procedures. In addition, the course includes didactic training and case discussions. Each Training Session is limited to one to three physicians.

The exact content of the Educational Activities will be agreed mutually between the Consultant and the Trainee with respect to the Institution's capabilities. BIOTRONIK shall make arrangements to provide in advance via e-mail the professional competence (CV) and professional integrity certificates (Medical License) of the Trainee to the Consultant at alanbulava@seznam.cz. Further possible documents regarding the Trainee may be requested by the Consultant in advance.

2. Patient Consent Form

The patient informed consent shall be the sole liability of the Consultant.

3. Training Session

A "Training Session" will be held locally. The program hours are flexible and will be adjusted to accommodate the Consultant, the Institution and/or the surgical- and Cath Lab schedules.

In general and with regard to electrophysiology procedures and implantations, the Consultant has to supervise the Trainee; he shall give instructions to the Trainee and be on hand to intervene during the procedure if necessary. The Trainee who will perform the procedure must be acting on the order of the Consultant, must be proficient in performing the procedure properly and must abide by any instructions given by the Consultant.

During a Training Session and prior to the procedure the Consultant shall:

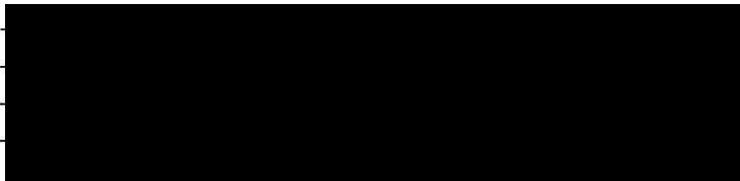
- Review the patient's case with the Trainee; and
- Explain and assist the Trainee about how to select the correct models, tools, catheters, etc.

During implantation and electrophysiology treatment, the Consultant, while performing the procedure, shall provide the Trainee with an explanation of what is being done in a particular way. The Consultant shall provide oral instruction on techniques and share his experience for troubleshooting and difficult cases.

Schedule B

Compensation and Payment Terms

1. For the Services/Educational Activities of the Consultant, the Institution will receive, irrespective of the number of Trainees:



The above-mentioned amounts are without VAT. If required under relevant tax regulations, the amounts will be invoiced with VAT at the rate valid on the date of taxable supply. For the purpose of remuneration, one day is defined as a period starting at 7 a.m. and lasting until 7 p.m. of the same day, during which at least one invasive procedure has been successfully performed. The Institution has the right to claim compensation and payments regardless of whether the Trainees only observed invasive procedures or directly participated in or performed the procedures by themselves.

2. The Institution shall submit itemized invoices to BIOTRONIK quarterly for the Services rendered during that period. The compensation shall be due within 30 days upon receipt of the Institution's invoice, whereas the Institution is obliged to send invoices to BIOTRONIK on the day after their issuance. Invoices shall be sent to BIOTRONIK at its registered office.

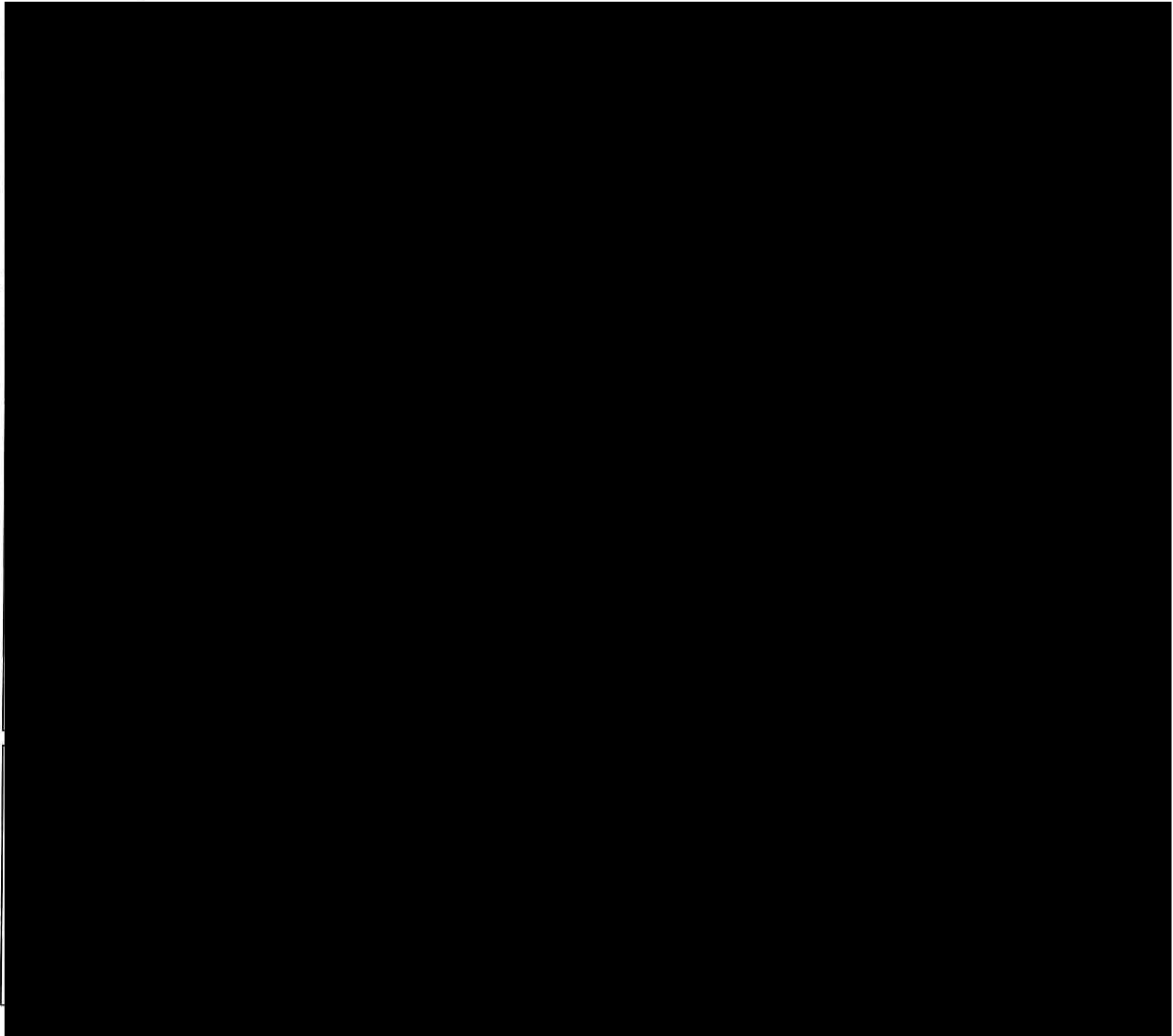
3. All payments shall be effected to the following bank account of the Institution:

Account holder: Nemocnice České Budějovice, a.s.

Bank: Komerční banka České Budějovice, a.s.
Krajinská 15, 370 01 České Budějovice
Tax no.: CZ26068877
Account no.: 37035231
Sorting code: 0100
IBAN CZ39 0100 0000 0000 3703 5231
SWIFT KOMBCZPP
VAT rate: 21 %
Purpose Remuneration for the internship realization

The invoice should be issued to:

BIOTRONIK Vertriebs GmbH & Co. KG
Woermannkehe 1
12359 Berlin, Germany
Registration no. DE136651322



ANNEX C

The trainee agrees that during training activities:

he/she will not make any therapeutic interventions nor in any other way will be involved in the provision of health care by institution (only applicable for trainees referred to in Article. 1.4 (i) of the contract)

- will maintain in accordance with § 51 paragraph 5 Act no. 372/2011 Coll., On health services, as amended, mandatory confidentiality of all facts which he/she will learn in connection with training activities, in particular on patients' health and information related thereto, and this obligation continues even after completion of training activities,

- will comply with all instructions and regulations of consultant and other trainers or other employees authorized by the institution, as well as with guidelines and regulations obligatory for workers of the institution under the operating rules of Ceske Budejovice Hospital and the relevant department, and under the regulations in the area of health and safety at work, fire protection and other generally binding regulations, and will not jeopardize the safety of operation of the institution and health of patients,

- Trainee acknowledges that he/she was acquainted with all the necessary regulations, especially in the area of occupational health and safety, fire protection and so forth.

The trainee declares that, in accordance with applicable laws and regulations (especially by the Act no. 258/2000 Coll., On public health protection, as amended, and Ordinance no. 537/2006 Coll., On vaccination against infectious diseases, as amended) he/she is properly vaccinated, especially in relation to the department, with which the training activity is concerned, in case the institution requests so and he/she is obliged to prove it prior to entering the relevant department.

PŘÍLOHA C

Stážista se zavazuje, že po dobu Školící aktivity:

- nebude provádět žádné léčebné výkony ani se jiným způsobem nebude podílet na poskytování zdravotních služeb Instituce (platí pouze pro Stážisty uvedené v čl. 1.4 bod (i) smlouvy),
- bude zachovávat v souladu s § 51 odst. 5 zákona č. 372/2011 Sb., o zdravotních službách, ve znění pozdějších předpisů, povinnou mlčenlivost o všech skutečnostech, o kterých se dozví v souvislosti se Školící aktivitou, zejména o zdravotním stavu pacientů a informacích s tím souvisejících, přičemž tato povinnost trvá i po ukončení Školící aktivity,
- bude dodržovat všechny pokyny a nařízení Konzultanta a dalších školitelů či jinak pověřených zaměstnanců Instituce, a dále pokyny a nařízení vyplývající pro pracovníky Instituce z provozního řádu Nemocnice České Budějovice, a.s. a příslušného oddělení, z předpisů na úseku ochrany zdraví a bezpečnosti při práci, protipožární ochrany a ostatních obecně závazných předpisů, a neohrozí bezpečnost chodu Instituce a zdraví pacientů,
- Stážista stvrzuje, že byl seznámen se všemi potřebnými předpisy, zejména v oblasti BOZP, protipožárními atd.

Stážista prohlašuje, že je v souladu s platnými právními předpisy (zejména zákonem č. 258/2000 Sb., o ochraně veřejného zdraví, ve znění pozdějších předpisů, a vyhláškou č. 537/2006 Sb., o očkování proti infekčním nemocem, ve znění pozdějších předpisů) řádně očkovan, a to zejména ve vztahu k oddělení, kterého se Školící aktivita týká, přičemž tuto skutečnost je, pokud o to Instituce požádá, povinen před vstupem na příslušné oddělení prokázat.