

Charles University, Second Faculty of Medicine
Based in Prague 5, V Úvalu 84, 150 06, Czech Republic
Represented by prof. MUDr. Marek Babjuk, CSc., Dean of the Faculty
Id. No.: 00216208
VAT Registration: CZ00216208
Bank Address: Komerční banka a.s., Na Příkopě 33, čp. 969, 114 07 Praha 1
Account No.:

(hereinafter the “Client”)

And

CMS Agency s.r.o.
Based in: Plzeň 301 00, Lochotínská 1108/18, Czech Republic
Represented by: MUDr. Vasileios Tzigkounakis, PhD., CEO
Id. No.: 03305414
VAT Registration: CZ 03305414
Name of Bank: OBERBANK AG CZ
Address of Bank: Prešovská 20, 30100 Plzeň
Account No.:
IBAN:
SWIFT/BIC: OBKLCZ2X

(hereinafter the “Agent”)

hereby enter, on the date, month and year set forth below, into the

Concluded on the day, month and year state below, after declaring that they have legal personhood and are fully entitled to legal proceedings with reference to § 2445 et seq. disciple. No. 89/2012 Coll., The Civil Code, as amended, this

Agency Agreement

I.

Subject of the Agreement

The Agent undertakes to provide the Client with the services aimed at facilitating opportunities for the Client to conclude Study Agreements with applicants, interested to engage in the paid study programme of the Client. The Agent is entitled to recruit students from any country of the world.

II. Rights and Obligations of the Parties

1. The Agent undertakes to:
 - a) enlist at least one applicant (person interested to start the MD study program of the Client) to take part in the entrance procedure in each academic year, starting in the academic year 2022/2023,
 - b) effectively assist students (person, who enroll itself in MD study program of the Client, signed the Agreement on study and paid the tuition fee) with obtaining residence permits and/or entry visas in the territory of the Czech Republic during the whole course of their studies,
 - c) provide the applicants with written information on the possibilities and advantages of student health insurance and, in case of illness or injury, establish contact with the healthcare provider treating the student,
 - d) provide the student's parents with information related to his/her studies, conditional upon the student's consent,
 - e) solve problems, study-related or other, should they arise, and do so in cooperation with the Client,
 - f) assist students with accommodation.

2. The Agent acknowledges and undertakes to inform applicants that:
 - a) the applicants are obligated to take part in the entrance procedure. During the course of their studies, the applicants are obligated to conform with the Code of Study and Examination of Charles University for the six-year full-time M.D. study programme in General Medicine,
 - b) the tuition fee for the newly admitted first year students is announced by the Client not later than the 1st of December of the preceding academic year,
 - ba) the amount of tuition paid by the student to the Faculty remains unchanged during the academic year,
 - c) the tuition fee does not cover accommodation, board, study literature, health-insurance nor the mandatory hepatitis B vaccination, and rubella (girl)
 - d) the student undertakes to obtain, during the course of his/her studies, working knowledge of the Czech language to such an extent as to allow him/her to communicate with patients

and medical personnel during practical training at clinics and medical facilities, starting in the fourth year of study.

3. The Client undertakes to:

- a) provide the students, which thanks to the Agents services entered into Client's MD study programme with tuition in accordance with the Study Plan of the Client for the six-year full-time M.D. study programme in General Medicine and give the students access to examinations in the English language, in accordance with the Code of Study and Examination of Charles University during the whole course of their studies,
- b) give students recommendations regarding study literature,
- c) help students with arranging the accommodation at the dormitory for newly admitted students to the first year,
- d) make arrangements so that the student can
 - da) take an entry medical examination by a physician designated by the faculty,
 - db) get the mandatory hepatitis B vaccination,
- e) pay the Agent the commission of 10% of the first-year student tuition fee, which was paid to the Client pursuant to Article I of this agreement. In the event of students who thanks to the Agent's services are transferring from another faculty the Agent is entitled to get the commission in the sum of 10% from the tuition paid by the student admitted for that year. The Agent is entitled to one such commission per each student during the whole course of his/her studies,
- f) co-operate with the Agent, namely to provide all information necessary for the fulfilment of this agreement,
- g) for reasons of confidentiality, the information on the student's performance is only provided to
 - ga) the student's parents, based on their request in person or in writing and conditional upon the written consent by the student,
 - gb) other medical faculty, should the student apply for a transfer to another faculty.

III. Commission

1. The Client agrees to pay to the Agent, for the activity referred to in Article I of this Agreement, a commission for each student of the Client which entered into the Client's MD study programme thanks to the activity of the Agent according to this Agreement in the amount of 10% of the tuition fee paid by the student admitted to the first year. Students who transfer from another faculty to the Client's MD study programme thanks to the activity of the Agent according to the Agreement provide a commission of 10% of the tuition fee paid by the student admitted to the relevant year. This commission is paid to the Agent for one student once during the whole period of his/her studies;

2. The negotiated commission includes all costs of the Agent associated with fulfillment of this contract.
3. The Agent is obligated to issue the invoice for his services after the tuition fee has been paid and with the maturity date 30 days after delivery of the invoice soonest.

IV. Conditions of Payment

1. The Client shall pay the Agent the Commission agreed in Article II, paragraph 3, letter e), based on the invoice issued by the Agent. The commission for individual students can be paid only after receiving the full amount of the tuition fee.
2. Both contractual parties have agreed that the affiliation of the applicant to the agency shall be acknowledged based on the data provided in the application form of the Client.
3. Both Parties agree that
 - a) The applicant's eligibility as a client of the Agency will be acknowledged according to the data on the applicant's application,
 - b) If he / she is not listed on the application as a client of the Agency, he / she may also be recognized according by his / her first written statement for the given academic year, but not later or later submitted than before the start of the entrance examination.

V. Validity of the Agreement and Ways of its Termination

1. The term of this Agreement shall expire on the **31st of October, 2024**.
2. This Agreement can be terminated prematurely by:
 - a) written agreement
 - b) written notice without giving a reason, with two months' notice period, which begins on the first day of the month following receipt of the notice of termination.
3. Unless both the agreement on termination and the notice are in writing, they are not considered valid.

VI. Other Provisions

1. The contractual parties undertake to resolve their possible differences primarily by way of negotiation that can be initiated by either of the parties. In the absence of amicable resolution, either of the parties may turn to a court of law.
2. This Agreement may only be altered or amended by way of numbered, mutually agreed amendments made in writing.

3. The Parties acknowledge that this Agreement requires publication in the register of contracts according to Act No. 340/2015 Coll., as amended, and agrees with its publication. The Agreement will be sent to the contract register by the Client immediately after conclusion. At the same time, the Client undertakes to inform the Agent about the execution of the registration by sending to him a copy of the Confirmation of the Registrar of Contract Registers.
4. Legal relationships not governed by this Agreement are governed by the laws of the Czech Republic, No. 89/2012 Coll., The Civil Code, as amended, and Act no. No. 111/1998 Coll., On Higher Education, as amended.
5. This Agreement is issued in two copies, each with the validity of the original, of which each party receives one. In the event of any disputes following from this agreement, the law applicable in the Czech Republic is definitive.
6. Having read the present Agreement and being fully aware of its scope and content, which is an expression of their true and free will and is not made under duress, the parties there to affix their signatures.

In Prague, on 29/04/22

Second Faculty of Medicine,
Charles University
prof. MUDr. Marek Babjuk, CSc.,
Dean

The Client

CMS Agency s.r.o.
MUDr. Vasileios Tzigkounakis, PhD.
CEO

The Agent