#### **TPEC GRANT**

This educational grant agreement ("Agreement") by and between

#### **Zimmer GmbH**,

as a part of Zimmer Biomet Group and a Swiss corporation with its principal office at Zimmer GmbH, Sulzerallee 8, 8404 Winterthur, Switzerland (hereinafter "Zimmer GmbH"),

### Zimmer Czech, s.r.o.

as a part of Zimmer Biomet Group with its principal office at Na Vítězné pláni 1719/4, 14000 Praha 4, Czech Republic

(hereinafter "Zimmer Biomet Country")

(together "Zimmer Biomet")

and

### CWT Czech Republic s.r.o.

with its principal office at Karla Engliše 11, 15000 Praha 5, Czech Republic (hereinafter "Travel Agency")

and

#### Fakultní nemocnice Hradec Králové

Sokolská 581, Nový Hradec Králové, 500 05 Hradec Králové +420 495 832 350 vladimir.palicka@fnhk.cz prof. MUDr. Vladimír Palička, CSc., dr. h. c. (hereinafter the "Grant Recipient")

**WHEREAS**, Zimmer Biomet is a manufacturer of medical devices with an interest in supporting independent, educational, scientific, or policymaking conferences that promote scientific knowledge, medical advancement and the delivery of effective healthcare in the field of orthopedics (including trauma), dentistry, or a subspecialty thereof;

WHEREAS, Grant Recipient is a hospital with department specialized in Orthopedic

**WHEREAS**, Grant Recipient has requested Zimmer Biomet Country to provide support for an educational conference or program;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement to the conditions contained herein, Zimmer Biomet and Grant Recipient agree as follows:

1. <u>AMOUNT OF GRANT:</u> Zimmer GmbH will award to Grant Recipient a grant in form of a lump sum of 69000 CZK ("Grant"), to be paid on behalf of the Grant Recipient to the Travel Agency so as to ensure compliance with the MedTech Code regulations pertaining to the appropriateness of the Grant, according to Attachments A and B (entitled "Purpose of Grant" and "Scope of Grant"

respectively) after execution of the Agreement by all parties hereto. Attachments A and B are attached and incorporated herein by this reference. Zimmer Biomet shall not be obliged to make any additional payment.

For the settlement of payment as per agreed terms, the Grant Recipient is to issue an invoice (or invoices) to Zimmer GmbH and send it to TPEC Grant Local liaison (as defined in Section 18).

The Parties understand that the Grant provided by Zimmer GmbH to the Grant Recipient is not performed in expectation of a service in return and is paid directly to the Travel Agency to support transparency and is awarded regardless of any particular service being supplied or a specific transaction being pursued by the Grant Recipient whether with Zimmer GmbH, Zimmer Biomet Country or any other member company of the Zimmer Biomet Group. The Parties further understand that the payment does not constitute a taxable transaction for the purposes of VAT and therefore no VAT is due to the Grant Recipient.

Travel Agency understands and warrants that all actions, processes, bookings or any other transactions initiated to fulfill its or the Grant Recipients' obligations under this Agreement will comply with the conditions of the Agreement, particularly with the conditions of Annex D.

- 2. <u>GRANT PURPOSE:</u> The Grant is to be used solely for the purpose noted in <u>Attachment A</u> for bona fide educational and research purposes in accordance with applicable laws and regulations and Zimmer Biomet internal standard operating policies (as communicated to the Grant Recipient). Grant Recipient represents and warrants that it will use the Grant provided by Zimmer Biomet solely as described in <u>Attachment A</u>. The Grant shall not be used for capital investment or for any other means. The Grant Recipient is solely responsible for the oversight of all actions, processes, bookings or any other transactions implemented by the Travel Agency. Accordingly the Grant Recipient is also solely responsible for the proper execution of any refunds or paybacks according to this agreement.
- 3. <u>TERM:</u> This Agreement shall take effect on the day of its publication in the Register of Contracts in accordance of the Act no. 340/2015 Coll. This Agreement will be published in the Register of Contracts by Grant Recipient. This Agreement has a fixed term of one (1) year following the Effective Date unless terminated earlier in accordance with Section 19.
- 4. <u>APPROVALS</u>: Grant Recipient confirms that all necessary approvals of carrying bodies or other authorities have been obtained and all legally required filing, registration or notification processes with respect to the Grant have been followed. The Grant Recipient declares that all legal and regulatory requirements applying to the Event(s) will be complied with. Zimmer Biomet shall not have any involvement in any way in the selection of the healthcare professionals who will participate or assist to Event(s).
- 5. <u>REPORTING AND DELIVERABLES:</u> Grant Recipient shall fulfill the reporting requirements and deliverables described in <u>Attachment A</u>. The Travel Agency shall implement proper tracking procedures to provide all the necessary information on the use of the Grant to the Grant Recipient and/or to Zimmer Biomet.
- 6. <u>INDEPENDENCE AND APPROPRIATE USE OF ZIMMER BIOMET SUPPORT</u>: Grant Recipient will make all decisions regarding the disposition and disbursement of the Grant provided by Zimmer Biomet in accordance with the terms of this Agreement and all applicable laws.

- 7. <u>DISCLOSURE</u>: If applicable Grant Recipient will disclose Zimmer Biomet support to participants in program brochures, syllabi, or other program materials at the time of activity. Such disclosure will not include the use of a product-group message or product name. To the extent allowed by local law, acknowledgment of Zimmer Biomet support may state the name, mission, and clinical involvement of Zimmer Biomet and include corporate logos and slogans if not product promotional in nature.
- 8. <u>FRAUD AND ABUSE AND RELATED SANCTIONS</u>: Grant Recipient represents and warrants that neither it nor any of its affiliates, nor any entity it is representing, have been, are, and covenants that until the Event(s) takes place will be accused or convicted of violating any regulations and/or laws applicable to Grant Recipient (collectively the "Applicable Laws") relating to fraud, abuse, false claims, bribery, kickback, money laundering, trading with medical devices, and/or related matters.
- 9. <u>DEBARMENT OR CONVICTION</u>: Grant Recipient represents and warrants that neither it nor any of its affiliates, nor any entity it is representing have ever been, are, and covenants that until the sponsored event(s) takes place will be debarred, excluded, suspended, sanctioned, or otherwise deemed ineligible to participate in any healthcare program or procurement program, by any competent authority or health care organization or agency. Grant Recipient further represents and warrants that neither it nor any of its affiliates nor any entity it is representing have ever been, are, and covenants that until the sponsored event(s) takes place will be convicted of an act or omission for which a person can be debarred, excluded, suspended, sanctioned, or otherwise deemed ineligible to participate in any healthcare program or procurement program.
- 10. <u>FILING OF COMPLAINT BY ENFORCEMENT AUTHORITY OR AGENCY</u>: Grant Recipient represents and warrants that neither it nor any of its affiliates nor any entity it is representing had, and covenants that until the sponsored event(s) takes place will not have, a complaint filed against it by any enforcement authority or agency, which complaint alleges either felony criminal acts of a violent nature or any crime relating to the practice of medicine.
- 11. <u>EMPLOYMENT OR ENGAGEMENT OF CERTAIN PERSONS</u>: Grant Recipient covenants and warrants that neither it nor any of its affiliates nor any entity it is representing have employed or otherwise engaged, and covenants that until the sponsored event(s) takes place will employ or otherwise engage, any person who has been accused, convicted or sanctioned as outlined in sections 9, 10 and 11 hereof.
- 12. <u>COMPLIANCE WITH ZIMMER BIOMET POLICIES AND STANDARDS</u>: In connection with the subject matter of this Agreement, Grant Recipient represents and warrants that it shall comply with the Zimmer Biomet Code of Business Conduct and Ethics, which may be obtained via Zimmer Biomet's website at <a href="www.zimmerbiomet.com">www.zimmerbiomet.com</a> or mailed upon request, as well as any policies and procedures provided to Grant Recipient by Zimmer Biomet. Grant Recipient shall not communicate with any employee, contractor, agent or other person who, on behalf of Zimmer Biomet, performs functions related to the sale or marketing of Zimmer Biomet products, regarding the subject matter of this Agreement.
- 13. <u>COMPLIANCE HOTLINE</u>: In connection with this Agreement, Grant Recipient shall report any suspected violations of applicable laws, regulations, Czech health care program requirements directly or indirectly related to, or involving Zimmer Biomet or any of its products, employees, or

agents, or any suspected violations of any Zimmer Biomet policies and procedures or Code of Business Conduct and Ethics. Any such violation should be reported to Zimmer Biomet's legal department or to Zimmer Biomet's compliance office.

14. MEDTECH EUROPE CODE: Zimmer Biomet provides the Grant in compliance with the MedTech Europe's Code of Ethical Business Practice and Grant Recipient represents and warrants that it shall adhere to the MedTech Europe's Code of Ethical Business Practice in all matters related to this Grant (see http://www.medtecheurope.org) as well as the rules on travel, accommodation and guests as stipulated in Attachment D.

Where applicable, a Third Party Organized Educational Event must be approved by the Ethical MedTech Conference Vetting System ("CVS") prior to any of the Grant being used to support the Event(s). The Grant Recipient acknowledges that the Event(s), specified under Attachment B will be submitted for the assessment under the CVS. For conferences in the scope of CVS, the Grant Recipient acknowledges that Zimmer Biomet will not be allowed to participate in a not approved event, sponsoring the assistance of healthcare professionals to the Event(s). In such case Zimmer Biomet shall be entitled to a full refund of the total sponsoring costs, without any penalty.

- 15. <u>EXPENSES:</u> Grant Recipient agrees that any travel and lodging expenses covered under this Agreement will be strictly tailored to the Event duration and reasonable in nature and provided in accordance with Zimmer Biomet policy.
- 16. OBLIGATION TO RESCHEDULE EVENT(S): The Grant is subject to the condition that the Event(s) takes place. Where applicable Grant Recipient will therefore use its best efforts to ensure that the sponsored event(s) is held on the planned date. If the planned event(s) nevertheless does not take place on the planned and agreed date, Grant Recipient shall, if applicable, have the obligation to reschedule the event(s) which shall be held within six (6) months following the original date but prior to the end of the fixed term as per section 3. Should the Event(s) not be held at such adjournment date for whatever reason, the Event(s) shall be deemed canceled and no further adjournment shall be made, unless Zimmer Biomet agrees to a further adjournment in writing. In case of definitive cancellation of the Event(s), Grant Recipient shall repay to Zimmer Biomet the amount corresponding to the cost of the cancelled Event(s) of the Grant.
- 17. <u>FUTURE ZIMMER BIOMET SUPPORT</u>: Grant Recipient understands and acknowledges that the funding of this Grant does not ensure future Zimmer Biomet support and that it is not based on, or related to, the past, present, or future volume or value of business generated for Zimmer Biomet by Grant Recipient or the anticipated volume or value of business to be generated by the Health Care Professional who may benefit from the Grant and is not intended as an inducement for the use of, purchase of, or recommendation of Zimmer Biomet products. Grant Recipient further understands that Zimmer Biomet will not provide Grant Recipient any other grants if Grant Recipient breaches any term or condition of this Agreement and/or does not perform its obligations under this agreement including, without limitation, those set forth in <u>Attachment A</u>.
  - 18. ZIMMER BIOMET CONTACT INFORMATION: All communications (including delivery of the executed Agreement and submission of reports) should be directed to: Zimmer Czech, s.r.o., Na Vítězné pláni 1719/4, 14000 Praha 4, Mrs Priska Machova (who should coordinate the signature process)

- 19. <u>TERMINATION AND REPAYMENT OF GRANT</u>: Zimmer Biomet shall be entitled to terminate this Agreement at any time with immediate effect
  - (a) if Grant Recipient breaches any of its obligations under this Agreement;
  - (b) in case of any untrue or misleading warranty or representation; and/or
  - (c) if the sponsored event(s) has finally been cancelled pursuant to section 16 hereof.
  - (d) the Event(s) is deemed non-compliant by the Ethical Medtech Conference Vetting System.

In case of termination as stated above, Grant Recipient shall refund the full amount of the Grant to Zimmer Biomet. In case of termination pursuant to this section 19 lit. c and if Grant Recipient was responsible for the organization of the Event, it shall refund to Zimmer Biomet the full amount of the Grant deducted by any reasonable costs incurred by the Grant Recipient prior to the cancellation of the event(s) in connection with the organization and administration of the planned event(s), provided that Grant Recipient informs Zimmer Biomet within ten (10) days following the cancellation about all deductible expenses provided however, that cancellation took place consequent to force majeure.

- 20. <u>DISCLOSURE</u>: The parties acknowledge that certain state, applicable laws or industry association's rules now or in the future may require Zimmer Biomet to disclose information regarding compensation, funding grant, gifts, payments or other remuneration provided to hospitals / associations of the health care industry or organizations acting on their behalf for purpose of this Grant. Grant Recipient herewith agrees that Zimmer Biomet may report information about the Grant provided under this Agreement, as required by law or industry association's rules. Once reported, such information may be publicly accessible. Grant Recipient acknowledges and agrees that Zimmer Biomet shall process personal data for the performance of this agreement per the terms defined below.
- <u>DATA PROTECTION</u>: For purposes of this Agreement, "Data Controller", "Personal Data", "Processing" and "Data Subject" shall have the meanings ascribed to them as from May 25, 2018, in the EU General Data Protection Regulation (GDPR) (2016/679) and, before such date, in the data protection laws and requirements that apply to the parties in the different EU member states in relation to this Agreement as well as the Swiss Federal Act on Data Protection as of 19 June 1992 (FADP) ("Applicable Data Protection Laws"). Each Party acts as the Data Controller in respect of the Personal Data that they process in the context of this Agreement. Both Parties shall comply with their respective obligations under Applicable Data Protection Laws. For information on how Zimmer Biomet may Process Grant Recipient's Personal Data, the types of Personal Data Zimmer Biomet may collect, how Zimmer Biomet uses, shares and protects these Personal Data, Grant Recipient's data protection rights, and how to contact Zimmer Biomet about its privacy practices, the Grant Recipient shall review the Data Protection Notice (EMEA) provided by Zimmer Biomet along with this Agreement. Grant Recipient shall provide all Grant Recipient personnel as well as health care professionals attending the Event(s) subject of this Agreement, whose personal data will be processed by Zimmer Biomet with a copy of the Grant Recipient Data Protection Notice (EMEA) within 14 days from the occurrence of the Event(s) so that such Grant Recipient personnel or health care professionals attending the Event(s) can understand how their Personal Data will be processed by Zimmer Biomet. Grant Recipient acknowledges and agrees that certain Personal Data on Grant Recipient's personnel or health care professionals attending the Event(s) may be disclosed, transferred to, or stored by Zimmer Biomet, its group companies or third parties if such disclosure, transfer or storage is reasonably necessary or desirable for purposes

of entering into or performing obligations under this Agreement. Grant Recipient acknowledges and expressly agrees to the transfer of Grant Recipient's and on behalf of its personnel, Grant Recipient's personnel Personal Data outside of the European Economic Area and/or Switzerland to countries where the laws may not offer the same level of data protection as the country in which the Personal Data were initially collected. In that case, Zimmer Biomet implements required mechanisms to ensure that the transferred Personal Data receive adequate levels of protection in accordance with applicable law.

22. <u>AUDIT RIGHTS:</u> The Grant Recipient and the Travel Agency acknowledge that should Zimmer Biomet be made or become aware of any allegations, suspicions or evidence of improper or unethical conduct that would raise questions concerning misuse of the funds or misrepresentation of the actual final budget (income and expense), Zimmer Biomet shall be entitled to audit the activities and records of the Grant Recipient and/or the Travel Agency insofar as those records pertain to the use of the funds.

Subject to applicable laws and/or internal regulatory, tax or auditing obligations Zimmer Biomet may have to abide by, the Grant Recipient and the Travel Agency agree that Zimmer Biomet may itself or through an independent third party conduct ad hoc on-site reviews at any time in order to verify that the Grant was used in accordance with the terms and conditions of this Agreement. Zimmer Biomet's representative(s) conducting such reviews shall be given full access by the Grant Recipient and/or the Travel Agency to all information, premises and employees as required by Zimmer Biomet for this purpose. The Grant Recipient and/or The Travel Agency shall comply with all reasonable requests, directions and monitoring requirements of Zimmer Biomet and shall generally cooperate with and assist Zimmer Biomet in such reviews. Zimmer Biomet shall provide at least fourteen (14) days' notice to the Grant Recipient and/or the Travel Agency of any review under this Agreement that it plans to conduct.

- 23. <u>THIRD PARTY APPROVAL</u>: If required Zimmer Biomet Country shall submit this Agreement as well as any relevant documentation to the relevant authorities and/or approval bodies according to the local laws and requirements. Such submission shall be properly dated, documented and shared with Zimmer GmbH.
- 24. CONDITIONAL PAYMENT: The payment of the Grant shall be conditional on i) the submission of the complete documentation (incl. scientific program) for every Event and ii) approval of such documentation based on MedTech Europe's Code of Ethical Business Practice. Should the documentation for some of the Events be not complete, the part of the Grant amount regarding these Events shall be conditioned on completion and approval of such documentation before the Event takes place. Should the documentation be incomplete or should it according to Zimmer Biomet not meet the MedTech Europe's Code criteria no payment will be due to the Grant Recipient.
- 25. <u>INDEMNIFICATION:</u> Zimmer Biomet shall be entitled to indemnification for any damages suffered and/or losses incurred due to any breach of any obligation of the Grant Recipient under this Agreement or due to any misrepresentation of the Grant Recipient.
- 26. <u>ENTIRE AGREEMENT</u>: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous oral or written agreements, representations, understandings and the like between the parties.

- 27. <u>AMENDMENTS AND MODIFICATIONS</u>: This Agreement may not be modified, amended, altered or supplemented, in whole or in part, except by a written agreement signed by the parties.
- 28. <u>NON-ASSIGNMENT</u>: The rights under this Agreement are not assignable by Grant Recipient or otherwise transferable to any other person or party without Zimmer Biomet's prior written consent. Any assignment without such consent will be cause for immediate termination by Zimmer Biomet according to section 19 lit. a of this Agreement.
- 29. <u>ASSIGNMENT CLAUSE</u>: Zimmer Biomet may assign its rights under this agreement in whole or in part to any subsidiary, subsidiaries or affiliated companies part of the Zimmer Biomet Group, which shall be substituted directly for it hereunder and to any successor or assignee of substantially all of Zimmer Biomet's business related to medical products.

In case the Grant Recipient engages with third party event organizers for the purpose of carrying out the event(s) subject to this Agreement, the Grant Recipient agrees and undertakes that third party event organizers too shall comply with the terms and conditions of this Agreement. The Grant Recipient shall be held responsible for any damages that Zimmer Biomet may incur as a result of the acts performed by such third party event organizer.

### 30. <u>DOCUMENTS TO BE RETURNED TO ZIMMER BIOMET:</u>

- (a) Two signed Agreements (both original copies); and
- (b) Documents set forth in Attachment A.
- (c) Follow up Report as provided in Attachment C.

**Zimmer GmbH** 

**Grant Recipient** 

By countersigning this Agreement, the Grant Recipient commits to provide within 14 days from



## Authorized Signature

Printed Name: Cristina CrisanTran

Title: Med Ed VP EMEA

10-May-2022

Date:

### Zimmer Czech, s.r.o.



Authorized Signature

Printed Name: Mr Kamil Renyi

Title: General manager CEE

09-5-2022

Date: \_\_\_\_\_

## CWT Czech Republic s.r.o.



**Authorized Signature** 

Printed Name: Mr Milan Novák

Title: Finance director

06-May-2022

Date:

the occurrence of the Event(s), the Grant Recipient Data Protection Notice (EMEA) delivered together with this Agreement to the Grant Recipient to its employees, or health care professionals attending the Event(s) subject to this Agreement, whose personal data may be processed by Zimmer Biomet.

#### Fakultní nemocnice Hradec Králové

prof. MUDr. Vladimír Vladimír Palička CSc.dr.h.c Palička CSc.dr.h.c

Datum: 2022.05.04 13:55:44 +02'00'

**Authorized Signature** 

Printed Name:

prof. MUDr. Vladimír Palička, CSc., dr. h. c.

Title:

Director

Date: \_\_\_\_\_

### **ATTACHMENT A**

#### PURPOSE OF GRANT

Zimmer Biomet offers to the Grant Recipient an educational Grant for support for Healthcare Professionals Participation at Third Party Organized Educational Events ("Purpose"). The Grant shall be provided to support independent medical education in accordance with the MedTech Europe Code of Business Practice and all applicable laws, regulations and country-specific industry codes of conduct.

Zimmer Biomet's support is to assist with reasonable costs incurred for the healthcare professionals for attending the events referred to in Attachment B. The Grant Recipient will adhere to the rules stated in Attachment D (Rules on travel, accommodation and guests) when using the Grant.

Covered costs are: travel expenses, accommodation and registration fees (as applicable).

The Parties agree that the Grant is for scientific and/or educational purposes only and will not be used to promote any Zimmer Biomet products or services, directly or indirectly.

The Grant will not be used for:

- a) Direct or indirect promotion of Zimmer Biomet medical products or services
- b) Support of off-label use of any product
- c) Payment by the Grant Recipient of exhibit or display fees for its promotion and services
- d) Support of charitable programs
- e) Payment for organizational overhead such as purchase of capital equipment, software and non-medical staff training
- f) Social activities.

The Grant Recipient may use the Grant only for the Purpose described above. Any change in the intended use of the Grant must be approved in advance by Zimmer Biomet in writing.

The Grant Recipient is not allowed to make any profit out of the supported third party educational event(s). In case of profit, it shall be reimbursed to Zimmer Biomet up to the Grant amount or reduced against next year's grant in case of a new Grant being entered into.

Or

In case of Grant to Commercial For-Profit Organizations: The Grant Recipient is not allowed to make any profit out of the supported third party educational event(s). In case of profit, it shall be reimbursed to Zimmer Biomet up to the Grant amount.

Insert bank account Zimmer GmbH.

#### REPORTING/DELIVERABLES:

The Grant Recipient shall provide to Zimmer Biomet a follow up report (template Attachment C) and if requested by Zimmer Biomet the adequate documentation (e.g. copies of booking documents, copies of original tickets) verifying that the Grant was used in accordance with the terms and conditions of this Agreement. The following is to be provided to Zimmer Biomet at time of Event(s) or within one (1) month from date of the each respective Event.

- 1) List of Health Care Professionals who attended the Event(s);
- 2) Statement the funds were used according to the Grant scope/Purpose
- 3) Confirmation that no profit was made.

(as per template provided in Attachment C)

### **Bank Account**

Name of Account of Contracting Party (Travel Agency): CWT Czech Republic s.r.o.

Bank Name: UniCredit Bank Czech Republic, a.s.

Address: Želetavská 1525/1, 140 92 Praha 4

IBAN: CZ03 2700 0000 0013 1179 0008

BIC/SWIFT #: BACX CZ PP

# ATTACHMENT B

## SCOPE OF GRANT

## Name of Event(s) + Date + Place

Event:	Date:	Venue:
EFORT 2022	2224.6.2022	The CCL - Centro de Congressos de Lisboa, Lisboa, Portugal

## **ATTACHMENT C**

## **FOLLOW UP REPORT**

This form must be signed and returned to Zimmer Biomet to the attention of the TPEC Grant Local liaison at time of Event(s) or within one (1) month from date of the each respective Event. No further grant requests from your organization can be considered until this report has been completed and returned.

Name of organiza	tion reporting:				
Dates covered by this grant: from to					
Executive Directo	or:				
Phone:	E-mail:	Fax:			
<b>Contact person:</b>					
(If different from I	Executive Director)				
Phone:	E-mail:	Fax:			
Mailing Address:					
Event Name:					
Amount of Grant	:				

I hereby certify that the funds were used according to the Grant scope/Purpose as defined in the Attachments A and B of the Agreement and that the grant amounts were used as follows:

Supported	<b>Event Name</b>	Actual Travel	Actual	Actual	Total
Healthcare		Costs	Accommodati	Registration	
<b>Professional</b>			on Costs	Fees	
[add name					
HCP 1]					
[add name					
HCP 2]					
[add name					
HCP 3]					
[add name					
HCP 4]					
[add name					
HCP 5]					

	Overall Costs			
	Grant Amount		1	
	Remaining Funds		=	
Pr	ofit was mad YES	e NO		
If	yes, please ex	xplain and provide the amount:		
	nereby certify	that the above and attached statements are true and accurate.		
Si	gnature of Ex	xecutive Director or Authorized Board Officer		Date

### **ATTACHMENT D**

#### **RULES ON TRAVEL, ACCOMMODATION and GUESTS**

All travel and accommodation covered by this agreement must respect the MedTech Europe Code of Ethical Business Conduct and any country-specific industry codes, in addition to national laws and regulations. Generally, this requires that travel and accommodation be tailored to the duration of the respective event and should not cover a period beyond the official duration of the event. Furthermore, when booking travel and accommodation for HCPs using TPEC Grant funds, the following guidelines must be followed:

#### Accommodation

In general, five star/top rated hotels, luxury hotels, or hotels that are renowned for entertainment facilities may not be selected for accommodation. In limited circumstances, if such a venue has been declared as approved per the Conference Vetting System of MedTech Europe, the venue may also be used for accommodation purposes.

#### **Air Travel**

Air travel must be booked in economy class, unless the flight time is of duration greater than five hours including connections, in which case business class may be considered. First class flights are not permitted.

## **Ground Transportation**

Train tickets may be booked in first class provided the fare is not more expensive than an economyclass flight to the same destination.

#### Guests

No funding from this Agreement may be used to facilitate or pay for meals, travel, accommodation or other expenses for Guests of HCPs, or for any other person who does not have a bona fide professional interest in the information being shared at the Event. If an HCP attending the Event wishes to be accompanied by a Guest who does not have a professional interest in the information being shared, the HCP must take sole responsibility for the payment and organization of the Guest's expenses.