

English translation of the agreement

**TPEC GRANT**

This Education Grant Agreement (hereinafter the "Agreement") between

**Zimmer GmbH,**

as part of the Zimmer Biomet Group and a Swiss company with its registered office at Zimmer GmbH, Sulzerallee 8, 8404 Winterthur, Switzerland

(hereinafter the "Zimmer GmbH")

**Zimmer Czech, s.r.o.,**

as a part of the Zimmer Biomet Group with registered office at Na Vítězné pláni 1719/4, 14000 Prague 4,  
Czech Republic

Company ID No 25107976, Tax ID No CZ25107976  
(hereinafter the "Zimmer Biomet Czech")

and

**CWT Czech Republic s.r.o.**


with its registered office at Karla Engliše 11, 150 00 Prague 5, Czech Republic  
Tax ID No CZ41186702

(hereinafter the "Travel Agency")

and

**Ústřední vojenská nemocnice - Vojenská fakultní nemocnice Praha (Military  
University Hospital Prague)**

U Vojenské nemocnice 1200, 169 02 Prague 6, Czech Republic  
prof. MUDr. Miroslav Zavoral, Ph.D., Director

  
(hereinafter the "Beneficiary")

**WHEREAS** Zimmer Biomet is a medical device manufacturer interested in supporting independent, educational, scientific, and policy-making conferences that promote scientific knowledge, medical advancement, and the delivery of effective health care in the fields of orthopaedics (including trauma), dentistry, or subspecialties of those fields;

**WHEREAS** the Beneficiary is a hospital with a department specialising in Orthopaedics

**WHEREAS** the Beneficiary has requested support from Zimmer Biomet Czech for an educational conference or programme;

In view of the above and the mutual agreement on the terms and conditions set forth in this Agreement, Zimmer Biomet and the Beneficiary agree as follows:

1. **AMOUNT OF GRANT:** Zimmer GmbH will pay the beneficiary a grant in the form of a lump sum of CZK 69,000 (hereinafter the “Grant”), which will be paid on behalf of the Beneficiary to the Travel Agency to ensure compliance with the MedTech Code regulations regarding the appropriateness of the Grant as set out in Annexes A and B (entitled “Purpose of the Grant” and “Scope of the Grant” respectively) after the Agreement has been signed by all Parties. Annexes A and B are attached hereto and incorporated herein by this reference. Zimmer Biomet will not be obliged to make any additional payment.

For the payment in accordance with the agreed terms and conditions, the Zimmer GmbH travel agency will issue the invoice(s) and send them to the local contact for TPEC grant matters (as defined in Article 19).

The Parties acknowledge that the Grant provided by Zimmer GmbH to the Beneficiary is not made in anticipation of a service in return and is paid directly to the Travel Agency to increase transparency and is awarded without regard to a specific service provided or a specific transaction undertaken by the Beneficiary with either Zimmer GmbH, Zimmer Biomet Czech or any other member company of the Biomet Group. The Parties further acknowledge that the payment does not constitute a taxable supply for VAT purposes; therefore, the Beneficiary is not liable for VAT. The Travel Agency acknowledges and warrants that any actions, processes, bookings or other transactions initiated to fulfil its or the Beneficiary’s obligations under this Agreement will comply with the terms of the Agreement, in particular the terms of Annex D.

2. **PURPOSE OF THE GRANT:** The Grant will be used solely for the purpose stated in Annex A for educational and research purposes in good faith and in compliance with applicable laws and regulations, and with Zimmer Biomet’s standard internal operating procedures (as communicated to the Beneficiary). The Beneficiary represents and warrants that it will use the Grant provided by Zimmer Biomet solely as described in Annex A. The Grant will not be used for capital investment or any other means. The Beneficiary is solely responsible for overseeing all actions, processes, bookings or other transactions carried out by the Travel Agency. Similarly, the Beneficiary is solely responsible for the proper implementation of any reimbursements or repayments under this Agreement.
3. **VALIDITY OF THE AGREEMENT:** This Agreement shall become effective on the last date on which the following events occur (hereinafter the “Effective Date”):
  - 1) the Agreement is executed by the last Party; and
  - 2) the consent of the competent authority is obtained, if consent is required under the laws and/or ethical rules and regulations in the Beneficiary’s country;but no later than the date of the Event(s), and it is concluded for a fixed term of one (1) year from the Effective Date, unless terminated earlier in accordance with Article 19.
4. **APPROVAL:** The Beneficiary confirms that all necessary approvals from authorities or other bodies have been obtained and that all legally required filing, registration or notification processes relating to the Grant have been followed. The Beneficiary represents that all legal and regulatory requirements relating to the Event(s) have been complied with. Zimmer will not be involved in any way in the selection of medical professionals to participate in or assist with the Event(s).
5. **REPORTING AND OUTPUTS:** The Beneficiary is required to comply with the reporting and output requirements described in Annex A. The Travel Agency shall implement appropriate

tracking procedures to provide all necessary information on the use of the Grant to the Beneficiary and/or Zimmer Biomet.

6. **INDEPENDENCE AND PROPER USE OF ZIMMER BIOMET'S SUPPORT:** The Beneficiary shall make all decisions relating to the use and disbursement of the Grant provided by Zimmer Biomet in accordance with the terms of this Agreement and all applicable laws and regulations.
7. **DISCLOSURE:** Where appropriate, the Beneficiary shall disclose Zimmer Biomet's support to participants in programme brochures, study programmes or other materials at the time of the activity. This disclosure shall not use a reference to a product group or product name. To the extent permitted by local law, the acknowledgement of Zimmer Biomet's support may state Zimmer Biomet's name, mission and clinical involvement, and it may include company logos and slogans, unless the product is promotional in nature.
8. **FRAUD, ABUSE AND RELATED PENALTIES:** The Beneficiary declares and warrants that neither it nor any of its affiliates or any entity it represents has been, is and undertakes not to be charged or convicted for violating any regulations and/or laws applicable to the Beneficiary until the Event(s) take place (hereinafter the "applicable laws") relating to fraud, abuse, false claims, bribery, repurchase, money laundering, medical device trading and/or related matters.
9. **EXCLUSION OR CONVICTION:** The Beneficiary represents and warrants that neither it nor any of its affiliates or any entity it represents has been, is, and undertakes not to be excluded, suspended, sanctioned or otherwise deemed ineligible to participate in any healthcare programme or public procurement programme by any competent authority or health organisation or agency until the Event(s) take place. The Beneficiary represents and warrants that neither it nor any of its affiliates or any entity it represents has been, is, and undertakes not to be convicted of any act or omission for which it may be excluded, suspended, suspended or otherwise deemed ineligible to participate in any health care or procurement programme until the Event(s) take place.
10. **COMPLAINTS OF SUPERVISORY AUTHORITIES OR BODIES:** The Beneficiary represents and warrants that neither it nor any of its affiliates or any entity it represents has been, is, and undertakes not to be the subject of a complaint lodged by a supervisory authority or body until the Event(s) take place; this applies to complaints concerning a violent crime or any crime in relation to a medical practice.
11. **EMPLOYMENT OR INVOLVEMENT OF CERTAIN PERSONS:** The Beneficiary represents and warrants that neither it nor any of its affiliates or any entity it represents has been, is, and undertakes not to employ or otherwise involve any person accused, convicted or punished in accordance with Articles 9, 10 and 11 of this Agreement until the Event(s) take place.
12. **ADHERENCE TO ZIMMER BIOMET'S PROCEDURES AND STANDARDS:** In connection with the subject-matter of this Agreement, the Beneficiary represents and warrants that it will comply with Zimmer Biomet's Code of Business Conduct and Ethics, which is available on Zimmer Biomet's website at [www.zimmerbiomet.com](http://www.zimmerbiomet.com) or by email upon request, as well as any with any policies and procedures provided to the Beneficiary by Zimmer Biomet. The Beneficiary shall not communicate with any employee, contractor, representative or other person who performs on behalf of Zimmer Biomet functions related to the sale or marketing of Zimmer Biomet products in connection with the subject-matter of this Agreement.

13. VIOLATIONS REPORTING HOTLINE : In connection with this Agreement, the Beneficiary shall report any suspected violation of applicable laws, regulations, national health care programme requirements directly or indirectly related to Zimmer Biomet or any of its products, employees or agents, or suspected violations of any Zimmer Biomet policies and procedures or the Zimmer Biomet Code of Business Conduct and Ethics. Any such violation should be reported to Zimmer Biomet's Legal Department or Zimmer Biomet's Compliance Department.
14. MEDTECH EUROPE CODE: Zimmer Biomet shall provide the Grant in accordance with MedTech Europe Code of Ethical Business Conduct and the Beneficiary represents and warrants that it will comply with MedTech Europe Code of Ethical Business Conduct in all matters related to the Grant (see <http://www.medtecheurope.org>), as well as with the rules regarding travel, accommodation and guests set out in Annex D.

Where applicable, a third-party educational Event must be approved by EthicalMedTech Conference Verification System ("CVS") before any of the grants will be used to support the Event(s). The Beneficiary acknowledges that the Event(s) listed in Annex A will be submitted for consideration by the CVS. For conferences in the CVS's scope, the Beneficiary acknowledges that Zimmer Biomet will not be permitted to participate in an unapproved Event by sponsoring medical staff assistance at the Event(s). In this case, Zimmer Biomet will be entitled to a full refund of the total sponsorship costs without any penalty.

15. EXPENDITURE: The Beneficiary agrees that any travel and accommodation expenses covered under this Agreement will be reasonable in nature and will be provided in accordance with Zimmer Biomet's policies.
16. OBLIGATION TO RESCHEDULE EVENT(S): The Grant is conditional on the Event(s) taking place. Therefore, the Beneficiary shall make every effort to ensure that the sponsored Event(s) take place as planned. If the planned Event does not take place on the scheduled and agreed date, the Beneficiary is obliged to reschedule the planned Event to take place within six (6) months after the original date but before the end of the time period specified in paragraph 3. Should the sponsored Event not be held on the postponed date for any reason, it will be deemed cancelled and no further postponement will be made unless Zimmer Biomet approves a further postponement in writing. In the event of a definitive cancellation of the Event, the Beneficiary shall reimburse Zimmer Biomet the amount corresponding to the costs of the cancelled Event under the Grant.
17. ZIMMER BIOMET'S FUTURE SUPPORT: The Beneficiary understands and acknowledges that the funding of this Grant does not ensure future support by the Zimmer Biomet, and that it is not based on past, present or future volume or value of business generated for Zimmer Biomet by the Beneficiary, or the anticipated volume or value of business that will be generated by the medical professional who may benefit from the Grant, and that it is not intended as an inducement to use, purchase or recommend Zimmer Biomet products. The Beneficiary further understands that Zimmer Biomet will not make any other grants to the Beneficiary if the Beneficiary breaches any term of this Agreement and/or fails to fulfil its obligations under this Agreement, including but not limited to those set forth in Annex A.
18. ZIMMER BIOMET'S CONTACT DETAILS: All communications (including the delivery of signed contracts and submission of reports) shall be addressed to: **Zimmer Czech s.r.o., Na Vítězné pláni 1719/4, 14000 Prague 4, Czech Republic,** [REDACTED]

19. TERMINATION AND RELEASE OF THE GRANT: Zimmer Biomet may terminate this Agreement at any time with immediate effect
- (a) if the Beneficiary breaches any of its obligations under this Agreement;
  - (b) in the event of any false or misleading warranty or representation; and/or
  - (c) if the sponsored Event is ultimately cancelled in accordance with Article 17 of this Agreement.
  - (d) the Event is considered non-compliant with the Medtech Conference Verification System.

In the event of termination of the Agreement as described above, the Beneficiary shall reimburse the full amount of the Grant to Zimmer Biomet. In the event of termination of the Agreement in accordance with this Article 20(c), and where the Beneficiary was responsible for the organisation of the Event, the Beneficiary shall reimburse Zimmer Biomet the full amount of the Grant less any reasonable costs incurred by the Beneficiary prior to the cancellation of the Event in connection with the organisation and management of the planned Event, provided that the Beneficiary notifies Zimmer Biomet within ten (10) days of the cancellation of the Event of all deductible expenses, provided, however, that the cancellation was caused by force majeure.

20. DISCLOSURE OF INFORMATION: The Parties acknowledge that certain national applicable laws or industry association regulations may now or in the future require Zimmer Biomet to disclose information regarding reimbursement, funding, grants, donations, payments or other remuneration provided to hospitals/health industry associations or organisations acting on their behalf for the purpose of this Grant. The Beneficiary agrees that Zimmer Biomet may disclose information about the Grant provided under this Agreement as required by law or industry association rules. Once published, this information can be made publicly available. The Beneficiary acknowledges and agrees that Zimmer Biomet will process personal data for the performance of this Agreement under the terms and conditions defined below.
21. DATA PROTECTION: For purposes of this Agreement, the terms “data controller”, “personal data”, “processing” and “data subject” shall have the meanings ascribed to them as of 25 May 2018 in the EU General Data Protection Regulation (GDPR) (2016/679) and prior to that date in the data protection laws and requirements applicable to the Parties in the various EU member states in connection with this Agreement, as well as in the Swiss Federal Act on Data Protection of 19 June 1992 (FADP) (hereinafter the “Applicable Data Protection Laws”). Each Party shall act as data controller in respect of the personal data it processes in connection with this Agreement. Both Parties are obliged to comply with their respective obligations under the Applicable Data Protection Laws. For information about how Zimmer Biomet may process the Beneficiary’s personal data, the types of personal data Zimmer Biomet may collect, how Zimmer Biomet uses, shares and protects that personal data, the Beneficiary’s data protection rights, and how to contact Zimmer Biomet about its data protection practices, the Beneficiary shall consult the data protection notice (EMEA) provided by Zimmer Biomet with this Agreement. The Beneficiary shall provide all Beneficiary’s employees and medical professionals attending the Event(s) covered by this Agreement whose personal data will be processed by Zimmer Biomet with a copy of the Beneficiary’s data protection notice (EMEA) within 14 days of the Event(s) so that such employees or medical professionals of the Beneficiary attending the Event(s) can understand how Zimmer Biomet will process their personal data. The Beneficiary acknowledges and agrees that certain personal information about the Beneficiary’s employees or medical professionals participating in

the Event may be disclosed, transferred or stored by Zimmer Biomet, its group companies or third parties to the extent that such disclosure, transfer or storage is reasonably necessary or desirable for the purposes of entering into or performing its obligations under this Agreement. The Beneficiary acknowledges and expressly consents to the transfer of the personal data of the Beneficiary and the personal data of the Beneficiary's staff outside the European Economic Area and/or Switzerland to countries where the laws may not provide the same level of data protection as the country in which the personal data was originally collected. In such a case, Zimmer Biomet is obliged to implement the required mechanisms to ensure that the personal data transferred receives an adequate level of protection in accordance with applicable laws and regulations.

22. AUDIT RIGHTS: The Beneficiary and the Travel Agency acknowledge that should Zimmer Biomet become aware of any allegations, suspicions or evidence of improper or unethical conduct that would raise questions regarding misuse of funds or misrepresentation of the actual final budget (revenues and costs), Zimmer Biomet shall be entitled to audit the activities and records of the Beneficiary and/or the Travel Agency insofar as these records relate to the use of funds.

Subject to any applicable laws and/or internal regulatory, tax or auditing obligations with which Zimmer Biomet must comply, the Beneficiary and the Travel Agency agree that Zimmer Biomet itself or an independent third party may conduct ad hoc on-the-spot checks at any time to verify that the Grant has been used in accordance with the terms of this Agreement. The Beneficiary or the Travel Agency shall provide the Zimmer Biomet representative conducting such audit with access to all information, facilities and employees required by Zimmer Biomet for this purpose. The Beneficiary and/or the Travel Agency must comply with all reasonable requests, directives and monitoring requirements of Zimmer Biomet and generally co-operate and assist Zimmer Biomet in such control. Zimmer Biomet shall provide the Beneficiary and/or the Travel Agency with at least fourteen (14) day notice of any control it intends to conduct under this Agreement.

23. THIRD PARTY CONSENT If required, Zimmer Biomet Czech will submit this Agreement and any relevant documentation to the appropriate authorities and/or approval bodies as required by local laws and requirements. This submission must be properly dated, documented and shared with Zimmer GmbH.
24. CONDITIONAL PAYMENT: Payment of the Grant is conditional on (i) submission of complete documentation (including the scientific programme) for each event and (ii) approval of such documentation on the basis of the MedTech Europe Code of Ethics. In the event that the documentation for any of the Events is incomplete, the portion of the Grant amount relating to such Event will be conditional upon the completion and approval of such documentation prior to the implementation of the Event. Should the documentation be incomplete or, in Zimmer Biomet's opinion, non-compliant with the MedTech Europe Code, no payment shall be due to the Beneficiary.
25. DAMAGES: Zimmer Biomet shall be entitled to compensation for any damage incurred and/or losses suffered as a result of any breach of any of the Beneficiary's obligations under this Agreement or any misrepresentation of facts by the Beneficiary.
26. COMPLETENESS OF THE AGREEMENT: This Agreement constitutes the entire agreement between the Parties relating to the subject-matter contained herein and supersedes all prior and

contemporaneous oral or written agreements, representations, understandings, etc., between the Parties.

27. AMENDMENTS AND MODIFICATIONS TO THE AGREEMENT: This Agreement may not be altered, amended, modified or supplemented in whole or in part except by written agreement signed by the Parties.
28. ASSIGNMENT OF RIGHTS: The rights under this Agreement may not be assigned by the Beneficiary or otherwise transferred to any other person or party without the prior written consent of Zimmer Biomet. Any assignment without such consent shall constitute cause for immediate termination of this Agreement by Zimmer Biomet pursuant to Section 20(a).
29. ASSIGNMENT CLAUSE: Zimmer Biomet may assign its rights under this Agreement, in whole or in part, to any branches, subsidiaries or affiliates that are part of the Zimmer Biomet Group and that will directly replace Zimmer Biomet, as well as to any successor or assignee of substantially all of Zimmer Biomet's activities related to pharmaceuticals.

In the event that the Beneficiary co-operates with Event organisers (third parties) for the purpose of carrying out the Event(s) covered by this Agreement, the Beneficiary agrees and undertakes that the Event organisers (third parties) will also comply with the terms of this Agreement. The Beneficiary is liable for any damage that Zimmer Biomet may incur as a result of actions taken by this Event organiser (third party).

30. APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of Switzerland. Any disputes arising out of or in connection with this Agreement shall be settled exclusively by the ordinary courts of Zurich.
31. DOCUMENTS TO BE RETURNED TO ZIMMER BIOMET:
  - (a) two signed agreements (both originals); and
  - (b) the documents listed in Annex A;
  - (c) the follow-up report as listed in Annex C.

**Zimmer GmbH**

\_\_\_\_\_  
Signature of the authorised person

Name: \_\_\_\_\_

**Beneficiary**

By signing this Agreement, the Beneficiary agrees to provide the data protection notice (EMEA) delivered with this Agreement to the Beneficiary within 14 days of the Event to its employees or medical professionals participating in the Event in accordance

Position: Med Ed VP EMEA

19-Jun-2022

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

**Zimmer Czech, s.r.o.**

[Redacted Signature]

Signature of the authorised person

Name: [Redacted Name]

Position: General Manager CEE

17-Jun-2022

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

**CWT Czech Republic s.r.o.**

[Redacted Signature]

Signature of the authorised person

Name: [Redacted Name]

Position: Finance director

17-Jun-2022

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

with this Agreement whose personal data may be processed by Zimmer Biomet.

**Ústřední vojenská nemocnice - Vojenská  
fakultní nemocnice Praha (Military  
University Hospital Prague)**

[Redacted Signature]

Signature of the authorised person

Name: prof. MUDr. Miroslav Zavoral, Ph.D.

Position: Director of the Hospital

Date: 20 MAY 2022

Ústřední vojenská nemocnice -  
Vojenská fakultní nemocnice Praha  
U Vojenské nemocnice 1200  
169 02 Praha 6  
tel.: 973 202 712, fax: 224 313 327  
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