

Contract for Work

concluded in accordance with the Law No. 89/2012 Coll., Civil Code

Parties to the Contract:**University Hospital Ostrava**

State contributory organisation established by the Ministry of Health of the Czech Republic Seated at 17. listopadu 1790, 708 52 Ostrava-Poruba CIN: 00843989

VAT No.: CZ00843989

represented by doc. MUDr. Zuzana Čermáková, Ph.D, Deputy Director of Healthcare

Bank details: 66332761/0710, ČNB

Foundation Deed of the Ministry of Health of 25th November 1990, Index No. OP-054-25.11.90

(hereinafter referred to as FNO) of the one part

and

Company Name

Macrogen Europe B.V.

Meibergdreef 57, Amsterdam 1105 AZ, Netherlands

VAT Number.: NL857980944B01

Bongcho Kim, director

IBAN: NL36 INGB 0008 8449 96

BIC: INGBNL2A

(hereinafter referred to as **Contractor**)

have entered into this Contract for Work on the day specified in this contract.

I. Subject Matter of the Work

- 1) The Contractor undertakes to perform the work in person and at its own risk and the FNO undertakes to accept the work and pay the agreed price for it.
- 2) The work is defined as transcriptome library preparation and sequencing (approx. 80 mil Reads/sample) using Illumina platform for tumor samples included in following projects:
 - a) GAČR reg.č. 21-21413S, [REDACTED] Department of Haematooncology, NS 448203
 - b) GAČR, reg.č. 22-26981S, [REDACTED] Department of Haematooncology, NS448204
 - c) AZV, NU21-03-00032, [REDACTED] Department of Haematooncology , NS448707
 - d) AZV NV19-08-00383, [REDACTED] Oral, maxillofacial and facial surgery clinic, NS268702
- 3) The work shall be performed on the basis of requests issued by FNO, which shall be confirmed by both Parties.
- 4) The work shall be performed within 90 (ninety) days from the receipt of the request by the Contractor. The Contractor undertakes to confirm the request without undue delay from the request.
- 5) In case of delay of the Contractor by more than 14 days, the FNO shall have the right to withdraw from the Contract with effect on the date of delivery of the withdrawal.

II. Place of Performance

- 1) The place of performance is the seat of the FNO. Handover of the work shall be confirmed with an acceptance certificate.

III. Persons Responsible

- 1) The person responsible for the Contractor shall be [REDACTED]
- 2) The person responsible for the FNO shall be [REDACTED] research and development specialist, Department of Haematooncology, University Hospital Ostrava, e-mail: [REDACTED]

IV. Price

- 1) The price for work described in Article I. of this Contract has been agreed between the Parties to the Contract in the maximum amount [REDACTED]
- 2) The total financial volume for work performed in accordance with this Contract shall not exceed 500,000.00 CZK (five-hundred-thousand Czech crowns) excluding VAT. The amount will be count in euros in line with then-current exchange rate.

V. Payment Terms

- 1) The Contractor shall issue an invoice for the FNO for all payments performed in accordance with this Contract; the invoice shall contain all particulars required by the Czech law, and shall be issued within 30 (thirty) days from handing over the work (acceptance certificate) in accordance with the Article II. of this Contract. The FNO shall pay the price for the work via a bank transfer. The invoice maturity shall be 30 (thirty) days from the date of issue.
- 2) In case of any delay in the payment for the work performed, the FNO shall pay an interest on arrears in the amount defined by the Civil Law.

VI. Time of Performance

- 1) This Contract shall become effective as of the day of publication as set forth in VII.8) and shall remain in full force and effect until 31st December 2022.
- 2) This Contract may be terminated by the Parties, upon thirty (30) days' prior written notice to the second Party, for breach of the agreement by the second Party if the breach is not cured within thirty (30) days of notification.
- 3) Termination of this Contract by any Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Contract. Any provision of this Contract that should survive expiration or termination of this Contract in order to give proper effect to its intent, shall survive expiration or termination of this Contract.

VII. Miscellaneous

- 1) The Parties undertake to proceed in accordance with legitimate interests of the other Party, and to carry out all legal acts, which will prove necessary for the performance of this Contract. The commitment to cooperation relates to those acts only, which shall or should contribute to the performance of the Contract. Furthermore, the Parties declare that they are not aware of any fact impeding the fulfilment of the Contract.
- 2) This Contract is governed and interpreted in accordance with the law of the Czech Republic.

- 3) If the parties to the Contract enter into a dispute, they undertake to be available for further negotiations and to resolve the dispute by agreement. If the agreement is not possible, the competent court of Czech Republic will decide upon the proposal of any of them in accordance with the law of the Czech Republic.
- 4) If any provision of this Contract is held to be invalid, this partial invalidity shall not affect the validity of the other provisions of the Contract, and the Contract shall remain valid.
- 5) This Contract is made in two copies, each having the validity of an original document, in the Czech and English language; each Party shall receive one copy. In the event of any conflict between the language versions, English version of the Contract shall have the application priority.
- 6) All changes and amendments to this Contract may be elaborated in writing only, in the form of numbered amendments.
- 7) The Parties declare that they fully understand the contents of the Contract, and that they enter into the Contract on the basis of their free will, and that they are not aware of any circumstances preventing them from entering into and fulfilment of the Contract.
- 8) This Contract comes into force on the day of publication, in accordance with the Law No. 340/2015 Coll. concerning the Registry of Contracts, but not earlier than on 30th July 2021. The Parties hereby acknowledge and agree that this Contract shall be made public on the public administration portal, in accordance with the Law concerning the Registry of Contracts.

In Ostrava, on

In Amsterdam, on

doc. MUDr. Zuzana Čermáková, Ph.D,
Deputy Director for Healthcare

Contractor
Bongcho Kim
Director