

## Frame Agreement on Hospitations in Hospital

This frame agreement on hospitations in hospital (the "**Agreement**") is made effective as of its **publication in the publicly accessible Registry of Contracts** (the "**Effective Date**"), by and **BETWEEN**:

**INTUITIVE SURGICAL SARL,**  
located at Chemin des Mûriers 1, 1170 Aubonne, Switzerland,

(hereinafter "**Intuitive**")

**AND**

**Fakultní nemocnice v Motole,**  
located at V Úvalu 84, 150 06 Prague, Czech Republic

(hereinafter "**Institution**")

Intuitive and Institution collectively referred to as the "**Parties**" and individually a "**Party**" or the "**Party**".

NOW THEREFORE, in consideration of the mutual promises contained herein and after having conducted negotiations on the contractual terms, THE PARTIES AGREE AS FOLLOWS:

### **Recitals**

A. Intuitive is a manufacturer of da Vinci robotic assisted system or Ion Endoluminal System (the "**System**"), a medical device in the field of robotic surgery (the "**Field**"). The Institution is a medical institution specialized in conducting medical procedures in the Field. The Institution employs [REDACTED] a distinguished Physician who possesses specialist knowhow in the Field (the "**HCP**").

B. Intuitive and the Institution are interested in enabling physicians and other healthcare professionals who are less experienced in the Field to observe live procedures performed in the Field on hospitalized patients in the Institution, and to thereby benefit from the expertise of the Institution and of the HCP in the Field. For this purpose, the Parties intend to offer hospitations at the Institution available to the aforementioned physicians or healthcare professionals in need of further training.

Now, therefore, the Parties agree on the following:

### **1. Subject Matter of the Agreement**

1.1 The Institution will make itself available as a center for hospitations in the Field and shall, according to the terms of this Agreement and subject to the personal supervision of the HCP, provide Hospitation Services (as defined in Articles 1.2-1.3).

1.2 "**Hospitation Services**" (also referred to by Intuitive as "**Case Observation**") shall mean that the Institution takes in a number of external physicians or other healthcare professionals ("**Hospitation Trainees**") as individuals or a group during a short period of time (usually one day) and offers them the opportunity to passively observe medical procedures in the Field performed live by the HCP on patients. Any active participation intervention or interference by the Hospitation Trainees in the medical procedures or other medical treatments must not take place. The same applies to any patient contact. As a further component of the Hospitation Services, the HCP shall not only perform the procedure personally, but also hold a kick-off meeting as well as a debriefing session with

the Hospitation Trainees. The medical procedures and other medical treatments referred to in this Article 1.2 are carried out by the HCP as part of the normal activities of the Institution.

1.4 The leader of the hospitation shall be the HCP named in the signature block and co-signing this Agreement. The HCP shall serve as a contact person available to the Hospitation Trainees. For the avoidance of doubt, the HCP shall be personally present in the operating theater when the observed medical procedures are conducted.

## 2. Performance of the Hospitation Services

2.1 The Parties shall on a case by case basis with sufficient lead time, separately agree on the details of Hospitation Services requested by Intuitive (including date and time of a hospitation event, agenda, number of Hospitation Trainees) in compliance with the terms and conditions set in this Agreement. No Hospitation Services shall be performed without Intuitive's prior written confirmation of the agreed performance of Hospitation Services. In connection with Hospitation Services, the appointed or nominated Hospitation Trainees shall be notified by Intuitive to the HCP (by sharing the names and business addresses of the nominated Hospitation Trainees), who shall then further notify the details to the Institution. The Institution shall retain the right to reject nominated Hospitation Trainees, with a reasonable advance notice if there are significant reasons to do so.

2.2 The determination of the substantive concept and agenda, in all medical respects, of the Hospitation Services shall remain within the responsibility and discretion of the Institution and the HCP who in this regard shall not be subject to any directions from Intuitive. The same applies to giving instructions and guidance to the Hospitation Trainees in regard of their role as guests of the Institution, inclusive of instructions on medical confidentiality, hygiene, garments, conduct on the premises as well as obtaining informed consent from patients including data privacy consent (where required). Hospitation Trainees are required to follow the instructions of the Institution and HCP; otherwise, the Institution may refuse to provide them with Hospitation Services.

2.4 Hospitation Services shall be performed in strict compliance with applicable laws, regulations, guidance, directions, codes of practice and self-regulation and, where not in conflict with the above, the self-regulation of the Institution.

2.5 The Institution undertakes that it will implement the necessary means for proper conduct of the patient's surgery and of the Hospitation Services, including by giving adequate instructions in this respect.

2.6 In the event the HCP is indisposed on the day of the scheduled hospitation event, the Institution shall notify Intuitive thereof immediately when the indisposition becomes apparent. In such case the Institution, HCP and Intuitive will schedule an alternative date for the hospitation event. The Parties agree to follow a similar procedure in cases where serious operational, technical, hygienic or similar reasons on the part of the Institution prevent the hospitation event from taking place on the scheduled day.

## 3. Financial Compensation

### 3.1. Remuneration

- a. The Parties agree that the Hospitation fees ("Hospitation fee") is calculated by adding the time HCP spends on the System ("Procedure Time") to Intuitive's estimations of preparation time ("Preparation time"), multiplied by the ("Hourly rate"):

$$(\text{Procedure time} + \text{Preparation Time}) \times \text{Hourly Rate} = \text{Hospitation Fee}$$

- b. The Procedure Time: is collected from the System by Intuitive. In the event the Procedure Time is not available for any reason, the Parties agree to use the average duration of the same procedure based on objective data resulting from similar surgeries. The average duration is estimated by Intuitive and will be provided by Intuitive when applicable.

c. The Preparation Time: is estimated by Intuitive, considering any preparatory work, related correspondence and communications as well as face-to-face sessions with Trainees and debriefings as follows:

- **Case observation:** 1.5 hour. In case of more procedures (case observation sessions) performed within one working day, 1 hour per additional procedure (case observation session) will be considered. For the avoidance of doubt, Intuitive does not remunerate the HCP for the medical procedures performed during Case Observation in person.

3.2. **The Hourly Rate is:**

a. Hospitation Fee for case observation amounts to **200 € net per hour**.

- 3.3. For the avoidance of doubt, the Hospitation Fees do not remunerate the regular medical procedures which are subject to Case Observations.
- 3.4. The payment of the Hospitation Fee shall be made within forty-five (45) days upon Intuitive's receipt of a valid invoice.
- 3.5. The Parties agree that each full working day on which Hospitation Services are rendered by HCP shall never exceed 10 remunerated hours.
- 3.6. The aforementioned Hospitation Fee is in full compensation for all expenses and costs incurred by the Institution in connection with the Hospitation Services, regardless of the number of persons observing.
- 3.7. The Institution represents that it will not have any healthcare professionals benefiting individually, even indirectly, from the Hospitation Fee paid by Intuitive under this Agreement.

**4. Compliance**

- 4.1 The Parties agree that neither the execution nor the performance of this Agreement is in any way related to the procurement, or purchase, use, recommendation or prescription of Intuitive's products.
- 4.2 The Institution warrants and represents that the execution and the performance of this Agreement is in compliance with all applicable laws, regulations, guidance, directions, codes of practice, and self-regulation on third party funding which the Institution may be bound to, and that in discharging the Hospitation Services the Institution complies with all applicable laws, regulations, guidance, directions, codes of practice, and self-regulation, inclusive of data privacy provisions.

**5. Confidentiality**

- 5.1 Each Party as well as the HCP commit to keep confidential during the term of this Agreement, and after expiry of this Agreement, all Confidential Information which such Party or HCP gains knowledge of in the course of their activities under this Agreement, and refrain from using, and not allow any third parties to use, any Confidential Information. The Institution undertakes to impose an equivalent obligation of confidentiality on its employees, agents, contractors and representatives. "**Confidential Information**" means information, data and material belonging or licensed to another Party (or its affiliate) which a Party (or the HCP, as applicable) may receive or obtain in connection with this Agreement that (i) is marked as confidential; (ii) will or likely prejudice the interest of the disclosing party if disclosed; or (iii) is a trade secret of the disclosing party. In addition, Intuitive's Confidential Information includes the terms and conditions of this Agreement. The receiving Party shall use such Confidential Information solely for the purposes it was provided for and shall not disclose or otherwise dispose such Confidential Information to third parties, unless it is obliged to do so by legal requirement or verdict. Intuitive acknowledges that the Institution is obliged to publish the full text of this Agreement in the Registry of Contracts.

**6. Personal Data Protection**

- 6.1. Definitions:


"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"Data Protection Laws" means the GDPR and the UK GDPR (as defined in this Section), and any other applicable local personal data protection laws and provisions as amended or supplemented from time to time.

"UK GDPR" means the UK Data Protection Act 2018 (DPA 2018) and the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR).

The terms, "Personal Data", "Personal Data Breach", "Processing", "Controller" and "Data Subject" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

- 6.2. Under this Agreement, each of Intuitive and Institution act as independent data Controllers for the Personal Data processed in relation with the performance of this Agreement. As independent data Controller, each Party warrants and represents that it will comply with the Data Protection Laws. Each Party will respect its legal obligations as independent data Controller, including but not limited to security, transparency, and handling of Data Subject rights and data transfers.
- 6.3. As independent data Controller performing the Services, the Institution shall:
- i. process the Personal Data under its responsibility in accordance with the Data Protection Laws;
  - ii. not expose Intuitive to any violation of the Data Protection Laws;
  - iii. obtain the consent of Data Subjects, except in case of alternative legal grounds applicable under the Data Protection Laws;
  - iv. comply with any request from a Data Subject exercising their rights in accordance with the Data Protection Laws;
  - v. as soon as possible and no later than within (1) business day, forward to Intuitive any Data Subjects request impacting Intuitive;
  - vi. implement all appropriate technical and organizational security measures concerning the nature of the Personal Data and the risks implied by the Processing in order to preserve the security, integrity and confidentiality of such data and, in particular to prevent any Personal Data breach;
  - vii. upon request of Intuitive, provide all the relevant documentation to demonstrate the lawfulness of the Personal Data processed under this Agreement;
  - viii. notify Intuitive without undue delay on becoming aware of any violation of the Data Protection Laws;
  - ix. at the termination of this Agreement, returns all the Personal Data disclosed by Intuitive under this Agreement and delete existing copies unless the applicable law expressly requires storage of such data.
- 6.4. Intuitive, its agents and representatives, and their respective successors and assignees, collect and process Personal Data about the HCP to plan, coordinate and evaluate the Services, including feedback about the Services collected from the Trainees or other individuals benefiting from the Services. For more information how Intuitive collects and uses Personal Data, the HCP may refer to Intuitive's privacy notice is published on Intuitive website ([www.intuitive.com/privacy](http://www.intuitive.com/privacy)).

In case of any questions or concerns on personal data collection or processing by Intuitive, the Data Protection Officer can be contacted at: 

## 7. Indemnification, limitation of liability and insurance

- 7.1. As the manufacturer of the da Vinci Systems, Intuitive shall bear the manufacturer's liability and maintain appropriate product liability insurance.
- 7.2. The Institution shall indemnify Intuitive to the fullest extent according to applicable laws for any and all losses, damages, liabilities, reasonable legal fees, court costs and properly incurred expenses ("Losses") to the extent that such Losses arise directly or indirectly out of or in connection with (i) any breach of applicable laws, regulations, guidance, directions, codes of practice, self-regulation or any breach of this Agreement or (ii) any actions, omissions or misconduct of any practitioners involved in Hospitation Services.

- 7.3. Intuitive shall not be liable for any Losses arising directly or indirectly from or in connection with the actions, omissions, negligence or misconduct of any practitioners, physicians or healthcare professionals during the performance of the Services, including without limitation any surgery conducted by the HCP.
- 7.4. Nothing in this Agreement shall limit or exclude either Party's liability: (a) for any Losses to the extent caused by fraud, dishonesty or deceit; or (b) for death or personal injury caused by its (or its agents') negligence; or (c) that may not otherwise be limited or excluded by applicable laws.
- 7.5. Insurance. During the term of this Agreement, and until expiration of the applicable statute of limitation on liabilities, the Institution shall maintain, at its own expense, appropriate insurance to cover Institution's liability arising out of or in connection with the Hospitation Services, or any additional service the Parties may agree upon. The insurance shall cover the Institution for (i) any and all claims or actions raised against the HCP and/or the Institution by any third party, including patients, arising out of or in connection with the provision of the Hospitation Services, and (ii) any liabilities or indemnifications referred to in Article 7. Insurance coverage shall at least be for the minimum level required by law or otherwise customary in the Institution's home country. Upon request, the Institution shall provide Intuitive with a copy of the relevant insurance policy.

## **8. Force majeure**

- 8.1. Any events of force majeure beyond the control of a Party which would not reasonably have been foreseen at the time of conclusion of the Agreement and whose effects could not be avoided by appropriate measures (the "**Force Majeure Event**"), shall relieve that Party from obligations imposed upon it by this Agreement for so long as such Force Majeure Event and its effect shall continue.
- 8.2. The Party that is affected by the Force Majeure Event shall immediately inform the other Party thereof by sending a written notice upon occurrence of such Force Majeure Event. The Party that is affected by a Force Majeure Event shall take all reasonable measures to limit the impact on the other Party and undertakes to resume performance of the Agreement as soon as the Force Majeure Event has ceased.

## **9. Term and Termination**

- 9.1. This Agreement enters into effect on the Effective Date, provided that it is signed by all Parties and remains in full force and effect for a period of time of **one (1) year**. The Agreement shall be deemed renewed automatically each year for an additional one-year period, unless either Party validly terminates earlier this Agreement pursuant to this Article 9.
- 9.2. Early termination. Without prejudice to any other rights or remedies, either Party may terminate this Agreement by written notice in the event of the other Party's material breach of this Agreement and if such breach is capable of remedy, such breach has not been cured within thirty (30) days following such written notice. Furthermore, this Agreement may be terminated by either Party upon at least ninety (90) calendar days prior written notice to the other Party.

## **10. Miscellaneous**

- 10.1. **Entire Agreement:** This Agreement constitutes the Parties' final, exclusive, and complete understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements relating to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in this Agreement. No Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into this Agreement (unless such untrue statement was made fraudulently).
- 10.2. **Waiver – Modification:** This Agreement may only be amended in writing by the Parties. No failure or delay of either Party to enforce or to exercise any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 10.3. **Assignment:** The Institution shall not assign, novate, transfer, or subcontract any of its right or obligations under this Agreement without the prior written consent of Intuitive. This Agreement shall be binding upon the permitted successors and assigns of Intuitive and Intuitive may assign, transfer, novate or subcontract any of its rights or

obligations under this Agreement, with Institution's written consent, to: (a) any affiliate; or (b) to third parties pursuant to a transfer of all or substantially all of Intuitive's assets and business relating to the subject of this Agreement, whether by merger, sale of assets, sale of stock, or otherwise.

- 10.4. **Partial Invalidity:** If any of the provisions of this Agreement are found to be illegal, unenforceable or invalid, they are to be enforced to the maximum extent permitted by law and beyond such extent are to be deemed omitted from this Agreement, without affecting the validity of any other provision of this Agreement. The Parties agree to replace any provision that would be found invalid, illegal or unenforceable by a valid provision that is as close as possible to the intended meaning and the economic effects of the initial provision.
- 10.5. **Notices:** Any notices required or permitted to be given by either Party hereunder shall be in writing.
- 10.6. **Law and Jurisdiction:** The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of Czech Republic without regard to any provisions thereof relating to conflict of laws among different jurisdictions. The Parties irrevocably agree that any and all dispute(s), arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Czech courts.

For Intuitive:

Signature:



Date: Apr 28, 2025 11:52 GMT+2

Email:



Title:

For the Institution:

Name Petr Polouček, MD, MBA

Title:



Date:

19.9.2025

Signature:



HCP confirms his alignment with this Agreement and countersigns as an indication of his/her consent thereto:

Name:



Date & Signature:

19.9.2025



**THIS AGREEMENT WILL BE VOID IF NOT EXECUTED AND RETURNED TO INTUITIVE WITHIN SIXTY (60) DAYS FROM THE EFFECTIVE DATE.**