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Č. zakázky 8507; 119012
Č. činnosti 8220
Č. ř. 0001
Datum 3. 10. 2017 Podpis: [redacted]
CONFIDENTIAL

SERVICE PROVIDER AGREEMENT

This Services Agreement (the "Agreement") is effective as of the day it is published in the Czech public registry of contracts – pursuant to the Act 340/2015 Coll. (the "Effective Date") by and between:

Celgene s.r.o., a company duly organized and existing under the laws of the Czech Republic, and whose registered office is at Prague 4, Braník, Novodvorská 994/138, Postal Code 142 00, Id.No. 281 72 264, VAT No. CZ28172264, registered in the Commercial Register kept with the Municipal Court in Prague, Section C, File 130442 ("Celgene"), Bank connection [redacted], Account No. [redacted] (together with its subsidiaries and affiliates hereinafter collectively referred to as "Celgene Group");

AND

Masaryk University, a public university under the Act. 111/1998 Coll., On Higher Education Institutions, as amended whose registered office is at Žerotínovo náměstí 617/9, 601 77 Brno, Faculty of Medicine, place of business at Kamenice 753/5, 625 00 Brno, Czech Republic Id.No. 00216224, VAT No. CZ00216224, Bank connection: [redacted], Account No.: [redacted], IBAN: [redacted], SWIFT CODE: [redacted] (the "Service Provider"),

(each a "Party" and together the "Parties").

In consideration of the mutual promises contained herein, the Parties mutually agree as follows:

1. Appointment of Service Provider

Service Provider will perform the services (the "Services") described in Exhibit A. To the extent that terms contained in any Exhibit conflict with this Agreement, the terms and conditions of this Agreement shall prevail.

2. Compensation

In consideration for Service Provider's satisfactory performance of the Services, Celgene shall pay Service Provider a fee in the amount and on the terms specified in Exhibit A, as full compensation for the Services actually provided as well as and, only if applicable, reasonable amounts also specified in Exhibit A. These concepts include all of Service Provider's direct and indirect (overhead) costs, expenses, rewards and profits associated with activities within the framework of the complete provision of the agreed services.

3. Confidentiality

"Confidential Information" shall, for the purpose of this Agreement, mean all information in any form, tangible or intangible, which may be disclosed, or has been disclosed by Celgene



~~Group to Service Provider in writing, orally or by observation which is non-public, proprietary,~~ a trade secret, or confidential in nature and all of the information obtained from Celgene Group or generated by Service Provider during the course of its work for Celgene. Service Provider agrees to hold in trust and confidence all Confidential Information. Service Provider further agrees that it shall not disclose all or any part of such Confidential Information to any third party or make any use thereof (except to perform the Services pursuant to the provisions this Agreement), or publish or present any work which in whole or in part uses or includes Confidential Information, without the prior written consent of Celgene. Service Provider agrees to restrict access to all Confidential Information to only such limited group of its authorized employees, who (i) require such information in connection with the performance of Services under this Agreement and (ii) have agreed in writing to be bound by the terms and conditions hereof as they apply to Service Provider. It is understood, however, that this restriction shall not apply to information which Service Provider can demonstrate by its competent written records predating disclosure under this Agreement (i) was known to it prior to the relationship between Celgene and Service Provider, (ii) was lawfully revealed to Service Provider by a third party which has the legal right to disclose such information, or (iii) is or becomes part of the public domain through no fault of Service Provider. Service Provider shall return to Celgene or destroy all Confidential Information in tangible form (including all copies, extras or derivatives thereof in any medium) within thirty (30) days after the termination or expiration of this Agreement, or upon request from Celgene, whichever comes first, except that Service Provider may keep one (1) archival copy of such information in its legal files solely for the purpose of monitoring compliance under this Agreement. In the event Service Provider is required or compelled to disclose any Confidential Information by law or governmental authority, Service Provider shall notify Celgene of such requirement or compulsion as soon as possible to allow Celgene an opportunity to seek a protective order or similar measure.

The primary data used for the performance of this agreement are the data collected on behalf of Health Insurance Bureau of the Czech Republic, which serves as liaison body of the Czech Republic in the sphere of public health insurance and healthcare in the sense of Art. 1, par. 2b) of EU Regulation 987/09. The Health Insurance Bureau has given Service Provider permission to use the primary data for the performance of this Agreement, The Health Insurance Bureau is however entitled to be acquainted with the results of the study.

4. Intellectual Property

4.1 General

All communications, materials, concepts and plans developed by Service Provider which are or have been made, conceived or written by Service Provider or its employees during the Term of this Agreement and which are based upon Services performed by Service Provider for Celgene shall belong exclusively to Celgene, including, without limitation, all rights to obtain copyrights therein or as the case may be exclusively assigned to Celgene. In cases where an original work or a copy of an original work cannot be assigned to and owned by Celgene, Celgene shall be notified by Service Provider, and Service Provider shall obtain rights of use in Celgene's favor, as Celgene may require. All communications, materials and artwork provided by Celgene Group shall also remain the property of Celgene Group,



including, without limitation, any copyrights or other intellectual property rights therein.

4.2 Assignment of Intellectual Property

Service Provider hereby assigns and, if and to the extent necessary, undertakes to assign to Celgene all intellectual property, including, but not limited to, all patents, patent applications, copyrights, discoveries and inventions, whether patentable or not, conceived or reduced to practice by Service Provider or its employees, agents or services providers, alone or jointly with others, during the Term of this Agreement, which intellectual property either (i) based upon any information received from Celgene Group or (ii) relates in any way to the Services provided by Service Provider to Celgene hereunder (the "Intellectual Property"). Service Provider agrees to disclose promptly and fully all Intellectual Property. Service Provider grants to Celgene a world-wide, transferable, fully paid-up exclusive right and license with the right to grant sublicenses under all works of authorship conceived or reduced to practice by Service Provider or its officers, employees, agents or services providers, alone or jointly with others, during the Term of this Agreement, which either (i) are based upon any information received from Celgene Group or (ii) relate to the Services provided by Service Provider to Celgene hereunder (the "Copyrights"). In the event the Copyrights cannot be owned by or licensed to Celgene, Celgene shall be notified by Service Provider, and Service Provider shall obtain the rights to use in Celgene's favor, as Celgene may require.

For the sake of clarity, intellectual property developed by the Service Provider prior to the Effective Date of this Agreement and obtained independently from any Confidential Information provided by Celgene, shall not be considered as falling within the definition of Intellectual Property and/or Copyrights and shall therefore not be subject to any of the above assignment or exclusive transfer obligations to Celgene.

5. Term and Termination

This Agreement shall commence as of the Effective Date and shall remain in full force and effect until December 31, 2017 (the "Term") and may be renewed by mutual consent of Service Provider and Celgene for such additional period as the Parties may agree upon in writing; provided, however, that:

- (a) Without prejudice for Service Provider's surviving obligations under this Agreement, Celgene may:
 - (i) terminate this Agreement or any Exhibit, at any time upon thirty (30) days written notice to Service Provider;
 - (ii) terminate this Agreement immediately, in the event Service Provider is subject of a voluntary or involuntary filing under the bankruptcy laws of any jurisdiction, unless the filing is discharged within thirty (30) days thereafter;
 - (iii) give notice of the immediate termination of this Agreement in the event Service Provider shall materially default in the performance of any duty or obligation imposed upon it by this Agreement and such default shall continue for a period of thirty (30) days after written notice has been given to Service Provider by Celgene;



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- (iv) terminate this Agreement immediately upon delivery of written notice to Service Provider, in the events and according to terms set forth under Section 12 ("Service Provider's Warranties; Conflicts of Interest") and Exhibit A of this Agreement.
- (b) Service Provider may:
- (i) terminate this Agreement in the event Celgene materially defaults in the performance of any duty or obligation imposed upon it by this Agreement and such default shall continue for a period of thirty (30) days after written notice has been given to Celgene by Service Provider;
- (ii) terminate this Agreement immediately, in the event of the filing of a petition in bankruptcy or in voluntary bankruptcy or for a composition moratorium or an assignment for the benefit of creditors by Celgene, or upon other action taken or suffered, voluntarily or involuntarily for the benefit of debtors by Celgene including the proposing of a composition agreement by Celgene, except for the filing of a petition in involuntary bankruptcy against Celgene which is dismissed within thirty (30) days thereafter.

Service Provider acknowledges that considering the important investments made by Celgene hereunder in anticipation of the full compliance with the terms and conditions of this Agreement, any termination of this Agreement by Service Provider at any time other than in accordance with the terms and conditions of the above paragraphs would be deemed to take place at an improper time, and requires Service Provider to reimburse in full the aforesaid investments made to Celgene.

In the event of termination by Celgene for any reason other than Service Provider's breach of the terms of this Agreement, Service Provider shall be reimbursed for costs properly and directly incurred in the performance of the Services prior to the date of the notice of termination, and for all reasonable non-cancelable commitments properly and directly incurred in the performance of the Services and outstanding as of that date, provided that Service Provider uses its best efforts to mitigate same.

6. Independent Contractor

6.1 For the purposes of this Agreement, the Parties are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Neither Party shall have the power or right to bind or obligate the other Party, nor shall it hold itself out as having such authority. Service Provider may adopt such arrangements as it may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that such details, hours and places shall be consistent with the proper accomplishment of the Services, and provided further that the Services shall be performed in a manner calculated to attain the most satisfactory results for Celgene.

6.2 All Services shall be supplied by employees of Service Provider or under the responsibility of Service Provider. Service Provider shall be responsible for all salaries, benefits, payroll costs and overhead expenses applicable to such employees, and shall comply with all appropriate labour laws, rules and regulations which may apply to such employments. Celgene shall not be considered an employer of any of such employees for any purpose.

6.3 Any employees assigned by Service Provider to perform Services shall be under the exclusive supervision, management and control of Service Provider and shall be and continue to be for any purposes Service Provider's employees exclusively, and Celgene shall bear no responsibility or liability therefore.

7. Compliance

7.1 Safety Compliance

Service Provider shall take all necessary safety and other precautions to protect property and persons from damage, injury or illness arising out of the performance of the Services. In the event Service Provider is to perform any of the Services on Celgene's Group premises, Service Provider agrees that it shall comply with the applicable safety rules and regulations of the particular location where the Services are to be performed, and Celgene agrees that said safety rules and regulations shall be made available to Service Provider before the commencement of performance of any such Service.

7.2 Compliance with applicable laws

Service Provider shall comply with all appropriate laws, rules and regulations relating to the Services set forth in each Exhibit.

Service Provider will notify Celgene within twenty four (24) hours (or as soon thereafter as is possible) whenever an event occurs that is unexpected or which may have an effect on the validity of any of the Services provided hereunder. Service Provider will document the nature and cause of the event, and both Parties will document their respective actions taken as a result of such event.

Service Provider agrees to notify Celgene of any request received from any competent authority to inspect or otherwise gain access to the information, data or materials pertaining to the Services performed by Service Provider under this Agreement. Service Provider shall notify Celgene of such requests prior to permitting any third party access unless prior notice is not possible. Service Provider agrees to permit inspection of such information, data and materials by authorized representatives of such authorities as required by law. Service Provider will provide Celgene with copies of such notices(s) and related correspondence and permit Celgene representatives to attend such visits.



8. Cooperation

8.1 If Celgene needs to get access to information related to the Services performed by Service Provider, Service Provider will cooperate with Celgene in good faith.

9. Indemnification

9.1 With respect to damages, the Parties agree that the Czech law will apply.

10. Equal Opportunity

Service Provider acknowledges that it understands that Celgene, as a member of the Celgene group of companies, pursues an equal opportunity policy for all employees, and represents that it (the Service Provider) complies and undertakes to comply with all applicable provisions of social security and labour laws.

11. Insurance

11.1 Commencing with the performance of the Services, Service Provider shall secure and maintain in full force and effect throughout the performance of the Services the type and amount of insurance coverage required by applicable laws and regulations and adequate to the conduct of the Services.

11.2 The term and amount of coverage shall be evidenced by certificates of insurance to be furnished at Celgene's request.

12. Service Provider's Warranties; Conflicts of Interest

12.1 No Conflict of Interest

Service Provider represents and warrants that: (i) it has advised Celgene, prior to the Effective Date, of relationships that would otherwise present a conflict of interest with the Services, or that would prevent Service Provider from carrying out his/her obligations under this Agreement; (ii) it has no obligations to any third party which (a) will in any way limit or restrict its ability to perform Services for Celgene (including without limitation any conflict of interest with the government authority, national health service, under contract or applicable law including prohibitions against bribery or payments to government officials for corruptly obtaining or retaining business) or (b) conflict with the rights granted to Celgene hereunder, (iii) it shall not disclose to Celgene, nor make any use of in the performance of Services any trade secrets or confidential or proprietary information of any third party without the consent of such third party.

12.2 Requirement to Advise of Future Conflicts

Service Provider further warrants and affirms that it shall advise Celgene of any relationship described in the previous and next Sub-Section that might arise during the term of this Agreement. In such event, Celgene shall have the option to immediately terminate this



Agreement without further liability to Service Provider other than the obligations to pay for Services actually rendered as of the date of termination.

Except as set forth in this Section 12 and Exhibit A, nothing contained in this Agreement shall prevent Service Provider from engaging in a business or businesses separate and apart from that of Celgene, provided that during the Term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, Service Provider shall not perform for any other entity, and in particular any other entity engaged in activities within the Field, any service that may utilize any information obtained from Celgene or any information developed during the course of performing the Services for Celgene.

In consideration of the privileged nature of the Services to be provided, Service Provider further recognizes that Celgene may suffer irreparable damages if Service Provider provides the Services described herein to a competitor during such time period and, accordingly, Service Provider agrees that Celgene may enjoin such activity as well as pursue any other remedies available at law.

12.3 Professional Standards

Service Provider warrants that (i) it possesses the necessary expertise to perform the Services consistent with the highest professional standards of the industry, and (ii) the Services will be performed in a professional and workmanlike manner consistent with the highest professional standards of the industry. Service Provider shall re-perform any Services not in compliance with this warranty brought to its attention within a reasonable time after those Services are performed.

12.4 Insider Trading

Service Provider acknowledges that while providing Services to Celgene, Service Provider may gain access to certain material non-public information regarding Celgene. Service Provider therefore agrees that should Service Provider gain access to such material non-public information, Service Provider will, in compliance with U.S. Securities laws, refrain from buying or selling Celgene securities.

12.5 Disclaimer

EXCEPT AS SET FORTH IN THIS AGREEMENT OR THE APPLICABLE EXHIBIT, NEITHER PARTY MAKES ANY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES AND ANY WORK PRODUCT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.



13. Undertaking of Employees, Agents, Services Providers and Subcontractors of Service Provider

Service Provider acknowledges and agrees that it is a condition precedent to Celgene's obligations under this Agreement, in regards to confidentiality obligations, that each employee, agent, Services Provider and/or subcontractor who will receive Confidential Information or perform Services hereunder shall agree in writing to be bound by the terms and conditions hereof, as they apply to Service Provider, prior to the earlier to occur of (i) any disclosure of any Confidential Information to them or (ii) commencing performance of any Services contemplated under this Agreement.

14. Tax Payments and Reporting

14.1 Tax Payment and Withholding

Subject to Sections 14.1 (b) and (c) hereof, the Service Provider shall be solely responsible for and bear any fee, tax, duty, or governmental charge, howsoever designated, which may be levied or based on the Services, or on their importation, movement, delivery, or use. All such costs shall be for the account of the Service Provider and, if required to be paid by Celgene, shall be reimbursed by the Service Provider to Celgene, whether by way of compensation or not, unless the Service Provider provides Celgene with proof of exemption acceptable to the appropriate authority.

Each amount payable under this Agreement shall be exclusive of any Value-Added Tax, sales or turnover tax or any equivalent tax or duty required by any applicable law (the "Tax"). The Service Provider shall be responsible for determining and applying any such Tax on the Services if required by law, and shall comply with any and all formal legal requirements in order to safeguard Celgene's right to recover such Tax under any relevant procedure. In particular, and without prejudice to the foregoing, the Service Provider shall describe in detail the Services provided on the relevant invoice in accordance with and to the extent required by law, and shall separately identify and segregate out those on which Tax is or is to be added or applied.

In the event that any payment made by Celgene under this Agreement is subject by law to any withholding tax, the following shall apply: (i) Celgene shall pay to the Service Provider the amount owed under the relevant invoice less a deduction for such withholding tax; (ii) Celgene shall report and pay the withholding tax so deducted to the relevant tax administration or authorities; (iii) payment of the net amount referred to in sub-paragraph (i) to the Service Provider and of the withholding tax referred to in sub-paragraph (ii) to the tax administration or authorities shall settle any and all sums due by Celgene to the Service Provider under the relevant invoice; and (iv) as soon as reasonably practicable upon receipt of a written request from, and at the expense of, the Service Provider, Celgene shall provide to the Service Provider any proof of payment of the withholding tax that it has in its possession.

The Service Provider shall provide Celgene with any declaration of tax residence and any other document which shall be necessary or may be required in order to benefit from any available reduced rate of withholding tax under any relevant provision of domestic law or under any applicable Income Tax Treaty.



14.2 Tax Reporting and Record-Keeping

Service Provider shall maintain records of the employee benefits provided to any employee of Service Provider performing Services hereunder on a substantially full-time basis and any and all such other information as may be required by Celgene to demonstrate compliance with applicable tax laws.

15. Notice

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be made by overnight courier or certified mail, and will be deemed given as of the date it is received by the receiving Party. Notice shall be given to the Parties at the address listed below:

If to Service Provider: Faculty of Medicine, Masaryk University

Attn: [REDACTED]

At the address set forth above

If to Celgene:

Celgene s.r.o.

Attn: [REDACTED]

[REDACTED]

With a copy to: Celgene International Sàrl

Attention: [REDACTED]

[REDACTED]

[REDACTED]

16. Reporting of Adverse Events

The fully executed SDEA between the Parties is an integral part of this Agreement and shall apply to the Services under this Agreement.

17. Miscellaneous Provisions

17.1 Assignability

No assignment by Service Provider of this Agreement or any of its rights, duties or obligations hereunder, shall be effective without Celgene's prior written consent, and any attempted assignment in violation of this paragraph shall be void.

17.2 Relief

In the event of the actual or threatened breach by Service Provider of any of the terms of



Sections 3 or 4, Celgene shall have the right to specific performance and injunctive relief. The rights granted by this paragraph are in addition to all other remedies and rights available at law or in equity.

17.3 Complete Agreement

This Agreement, together with Exhibit A attached, constitutes the entire agreement between the Parties with respect to the subject matter, and there are no other agreements or understandings, written or oral, between the Parties relating to the subject matter of this Agreement.

17.4 Amendments

No amendment to this Agreement shall be effective unless it is in writing and signed by the Parties.

17.5 Survival

Sections in this Agreement relating to obligations which have accrued or which have application beyond the term of this Agreement, including without limitation those relating to confidentiality and Confidential Information, publications, intellectual property, indemnification and use of names and any provision required to interpret and enforce the Parties' rights and obligations under this Agreement to the extent required for the full observation and performance of this Agreement shall survive any termination of this Agreement.

17.6 Severability

In the event that any provision of this Agreement is held illegal or invalid for any reason, such provision shall not affect the remaining parts of this Agreement, but this Agreement shall be construed and enforced as if that illegal and invalid provision had never been inserted herein.

17.7 Captions and Headings

The captions and headings in this Agreement are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Agreement.

17.8 Counterpart Originals

This Agreement may be executed in two (2) counterparts, each of which, when executed shall be deemed to be an original and both of which together shall constitute one and the same document.

17.9 Personal Data Protection

The Parties will process all personal data received from the other party, in accordance with applicable data protection laws.



Personal Data belonging to Service Provider: Celgene will process any personal data received from the Service Provider for purposes linked to this agreement, to manage its relationship with the Service Provider and to fulfill legal, regulatory and compliance requirements applicable to Celgene -including, without limitation, anti-bribery laws and regulations, industry codes of conduct, audit and reporting requirements and the maintenance of accounting and tax records-. Celgene may disclose the Service Provider's personal data to its worldwide Affiliates and to any third party providing services to Celgene, for the purposes described herein and for storage purposes. In particular, Service Provider authorizes the transfer of this data to countries that may offer less level of protection, including the United States of America. Except as set forth herein, the Service Provider's personal data will be kept confidential. Should the Service Provider wish to object the processing of personal data or to access or rectify the personal data, the Service Provider may contact Celgene at the address stated above. In the event Service Provider is required to provide copies of resumes of its employees, agents, consultants and/or sub-contractors who will be providing the Services to Celgene, Service Provider warrants that it shall obtain the prior written consent of each individual for the disclosure of their respective personal data to Celgene.

Personal Data belonging to Celgene: all personal data belonging to Celgene shall be considered Confidential Information. If the Service Provider, when providing the Services, has access to personal data belonging to Celgene or equipment containing personal data, Service Provider must (i) keep the data confidential, (ii) comply with any instructions given by Celgene for the processing of personal data, (iii) adopt all technical and security measures needed to avoid unauthorized access to said data, and (iv) at the termination of the Services, destroy or return to Celgene any personal data in its possession.

17.10 Governing Law; Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Czech Republic, in particular by the Civil Code, without regard to any conflict of law provisions thereof. All disputes arising out of or in connection with the interpretation, performance or non-performance of this Agreement shall be submitted to the exclusive jurisdiction of the Czech courts of where Celgene has its seat. However, Celgene will not be precluded from applying for any provisional and injunctive remedies in front of any other competent court.

17.11 Transparency disclosures

Service Provider is advised that Celgene will comply with applicable laws, regulations, including industry association codes that require Celgene to document and publically disclose information about certain transfers of value made to health professionals and healthcare organizations through the Service Provider. This includes but is not limited to payments made by the Service Provider on behalf of Celgene to Healthcare Professionals, Government Officials, Healthcare Organizations, non-profit associations, Patient Organizations. Service



~~Provider shall use best efforts to obtain consent in writing for the disclosure of such information to Celgene and for the public disclosure of the transfers of value, as required by applicable laws.~~

Service Provider shall provide to Celgene, upon Celgene's request, any documentation or information Celgene may need from Service Provider to fulfill its obligations.

Service Provider acknowledges that such information may be made publicly available by Celgene and/or competent authorities or industry associations.

17.12 Anti-bribery compliance

Service Provider is advised that Celgene is committed to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (the Anti-Bribery Laws), including but not limited to the US Foreign Corrupt Practices Act.

Service Provider represents and warrants that it shall comply with the Anti-Bribery Laws.

Service Provider is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery laws in order to:

- i. win or retain business for Celgene;
- ii. improperly influence an act or decision that will benefit Celgene;
- iii. gain an improper advantage for Celgene

Service Provider undertakes to keep accurate and transparent records to reflect transactions and payments. Should Service Provider breach or have any reason to believe that it might have breached this section, it shall inform Celgene immediately and in writing and cooperate with Celgene to investigate and document the facts.

Breach of this section is to be considered a material breach of this Agreement and Celgene will have the right to immediately terminate the Agreement.

17.13 Dispute Resolution

With respect to any dispute involving the interpretation or application of this Agreement or any Exhibit, prior to instituting litigation the Parties will use reasonable efforts to resolve such dispute. If the Parties cannot resolve such dispute within thirty (30) days after one Party



notifies the other of such dispute, then either Party shall be free to institute such litigation. All communications made in connection with the attempted resolution shall be treated as settlement negotiations and shall be inadmissible in any litigation or other proceeding.

17.14 General Conditions of the Parties

Nor the General Conditions of Sales of the Service Provider nor the General Conditions of Purchase of Celgene shall be applicable to the Services provided hereunder.

17.15. Parties acknowledge that the University is an obligated subject under the Act no. 340/2015 Coll. of the Czech Republic, on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). Parties declare that they agree that the Agreement and all its amendments will be published by the University in the Register of contracts under the conditions of the Act on the Register of contracts.

Parties declare that the confidential parts of the Agreement and its amendments will not be published in the Register of contracts. The confidential parts of this agreement are in *italics and underlined*. If Parties will not disclose the Agreement or its parts in the Register of contracts under the Act on the Register of contracts they are pursuing the mutual protection of legitimate interests. The parties are aware, that the expected amount payable to Service Provider will be displayed in the meta-data of the registry.

At the same time, please note that the contract will become effective no earlier than by the date of its publication and that services cannot be provided before that date.

IN WITNESS WHEREOF, the undersigned are duly authorized to sign this Agreement on behalf of the Parties.

Annexes:

A – Services and Compensation



Celge

By:  (Signature)

Name: MUDr. Ivan Āurek

Title: General Manager

Date: 26.9.2014

Service Provider

By:  (Signature)

Name: prof. MUDr. Jiří Mayer, CSc.

Title: Dean

Date: -2-10-2017

and

By: _____ (Signature)



Name: _____

Title: _____

Date: _____

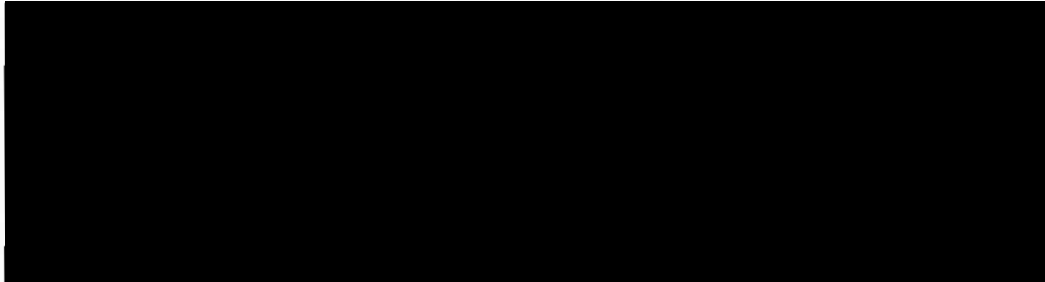
Attachment A - Services and Compensation

A. Description of Services

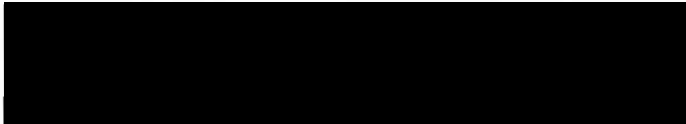
The Service Provider shall provide the following Services to Celgene: analytical report for purposes of the request for prolongation of reimbursement, an analysis for permanent reimbursement. Final report from the registry.

Particularly, the Services provided to Celgene under this Agreement are :

Service Provider will evaluate data from VILP registry which was mandatory set up to get reimbursement for Imnovid. Service Provider will do analyses of data needed for reimbursement re-submission in following dates, and for the following prices (excluding VAT):




Services will be always rendered in close and constant coordination with Celgene. Celgene contact during provision of the Services is:



B. Responsibilities and Deliverables

The Services shall be provided in accordance with the above section A.

C. Compensation and Payment terms

1. The fee for Services under this Agreement is based upon hourly rate 

The total amount payable to Service Provider in consideration for the satisfactory performance of the Services, shall not exceed two hundred and fifty thousand Czech Crowns excluding VAT (CZK 250,000.00) excluding VAT without the prior written consent of Celgene, even under a *quantum meruit theory*.

2. It is hereby agreed that there are no expenses to be paid directly by Celgene on behalf of



Service Provider or to be reimbursed to Service Provider in connection with this Agreement.

The Fee mentioned above is to be considered full compensation for the Services actually provided, direct and indirect (overhead) costs, expenses, rewards and profits associated with activities within the framework of the complete provision of the agreed services.

Taxable transactions are negotiated as partial. Service delivery (handover and receipt of reports - reports specified in Article A of this appendix) will be confirmed by the dated delivery protocols signed by the representatives of both Contracting Parties referred to in Article 15 of the Contract. The date of the taxable transaction is the date of the signing of the protocol. The delivery report will be attached to the tax document. VAT will be added according to the regulations in effect at the time of invoicing. Tax Documents are to be sent to:

Celgene s.r.o., Prague 4, Braník, Novodvorská 994/138, Postal Code 142 00 marked for the attention of Accounts Payable and shall be established in Czech Crowns.

Celgene shall pay the amount of each invoice received from Service Provider within thirty (30) days of receipt by Celgene unless Celgene has notified Service Provider within such thirty (30) day period that it disputes any particular invoiced item(s), which dispute the Parties shall attempt in good faith to resolve. Due to the difficulty in substantiating the validity of claims for payment increases with time, Celgene reserves the right to decline to pay invoices more than ninety (90) days after an expense has been incurred. In no event will Celgene pay invoices submitted more than one hundred eight (180) days after an expense has been incurred. Service Provider hereby waives any right to payment of such invoices.

To the extent applicable, Service Provider acknowledges that any fees or expenses disbursed by Service Provider to healthcare professionals participating in provision of Services hereunder shall comply with the industry, regulatory, and ethical guidelines concerning hospitalities and provision of financial, non-financial and indirect support to healthcare professionals and is provided wholly without obligation to use or recommend any Celgene products and is not conditioned in any way on any business or other decisions such healthcare professionals have made or may make in the future relating to Celgene or to Celgene's products.