SPONSORSHIP AGREEMENT

(hereinafter "Agreement")

BI Contract Number: 43084577 Grantee Contract Number: Dsm/2017/093/Kr

Effective date as of March 10, 2018

between

St. Anne's University Hospital Brno
Pekarska 53
656 91 Brno
Czech Republic
Represented by: MUDr. Martin Pavlík, Ph.D., DESA, EDIC, director
VAT-ID-No. Resp. Taxpayer Identification No.: CZ00159816
Bank details: XXXXX
Account No.: XXXXX
IBAN: XXXXX
SWIFT: XXXXX
Variable symbol: XXXXX

(hereinafter the "Grantee")

and

Boehringer Ingelheim International GmbH
Binger Strasse 173
55216 Ingelheim am Rhein
Germany

VAT-ID-No.: DE 8111 38149

(hereinafter „BI")

(each party hereinafter a „Party" and both parties collectively the „Parties").

Preamble

BI is an international pharmaceutical company which is doing business in the development and marketing of new pharmaceutical products, in particular in the therapeutical area of Cardiology. As an innovative, research-driven company it feels responsible for the support of research & development and education of healthcare professionals. Therefore it has agreed to financially support a scientific educational program developed by the Grantee as further set forth in this Agreement.

BI and the Grantee agree as follows:

1. Obligations of the Grantee

1.1. The Grantee shall develop the scientific educational program "SIM-STAR Project" (the "Program"). The aim of the project is shortening door-to-needle time in stroke treatment through simulation training of stroke unit staff in Europe and beyond.

The description of the Program is attached to this Agreement as **Schedule 1**. All users of the Program are scientific experts and medical professionals.

The Grantee shall ensure that the content of the Program complies with and is presented in accordance with best scientific practice and with all laws and regulations applicable to the Grantee's obligations hereunder including, but not limited to, drug law, promotional and competition law and data protection laws. Any promotion for certain products or promotional language shall be avoided in the Program. Furthermore, the Grantee shall ensure that no product advertisements or promotional materials will be published on the same web page as the Program content.

As far as possible the Grantee announces BI´s role as a financial contributor with each announcement and during the staging of the Program in a visible and suitable way to anyone concerned. In this respect, BI submits a graphical element of the corporate symbol of BI to the Grantee and grants the Grantee a non-exclusive right to use this symbol during the term of this Agreement.

1.2. The Grantee appoints BI as a financial contributor of the Program and grants BI the sponsorship rights and benefits as listed in **Schedule 2**.

2. Obligations of BI

2.1. BI agrees to be a financial contributor to the Program and shall pay for up to 20 simulation courses in favour of the Grantee. Value added tax shall be added to such Sponsorship Sum, if applicable.

2.2. The Sponsorship Sum shall become due as follows:

(i) EUR 7000 with signature of this Agreement
(ii) EUR 1.635 for a basic (half-day) simulation course
(iii) EUR 3.246 for a whole day simulation course

2.3. After mutual agreement of the Simulation Center in Brno and BI Corporate which centers for the simulation program are selected, the amounts will be paid after receiving the invoice of one or several courses.

2.4. Unless otherwise expressly agreed between the Parties, the Sponsorship Sum deemed to be payable by BI under this Agreement shall constitute BI's entire payment liability to the Grantee under this Agreement.

2.5. BI undertakes to make all payments due hereunder within thirty (30) days after receipt of an invoice from the Grantee to a bank account designated by the Grantee referred to in the title of this Agreement. Invoices shall be made as specified in **Schedule 3** and detailing

VAT separately. **Schedule 3** shall be modified in the event of a change in the applicable legal requirements.

2.6. In the event of a delay in payment, interest after due date will be charged at a rate of 0.25% above the London Interbank Offered Rate (LIBOR). The date of the payment order will be taken to be the day of payment.

2.7. BI hereby nominates XXXXX as the contact person for all questions in connection with the Agreement by the Grantee to BI. Grantee hereby nominates XXXXX as the contact person for all questions in connection with the Agreement. Contracting parties are entitled to replace the contact person if needed.

3. Principles of the Agreement

3.1. BI and the Grantee agree and confirm that this Agreement has not been concluded in order to influence current or future sales transactions. The sponsorship does not commit the Grantee or its employees to accept or prefer services or products from BI. BI does not expect any preference for its products (Principle of Separation).

3.2. The Grantee shall observe all laws and industry regulations on the cooperation of the pharmaceutical industry with medical professionals, such as the applicable local implementation of EFPIA HCP/HCO Disclosure Code, the IFPMA Code of Marketing Practices, the EFPIA Code of Practice on the Promotion of Medicines, the PhRMA Code on Interactions with Healthcare Professionals and any national codes of conduct (e.g., the German "FSA Code of Conduct on the Collaboration with Healthcare Professionals") or any applicable code of conducts for veterinarians (e.g. German „Ethik-Kodex der Tierärztinnen und Tierärzte Deutschlands), in their current versions, to the extent such regulations and codes are applicable to the Grantee's organization and performance of the Program.

Grantee represents and warrants that it, its owners, directors, officers, employees, subcontractors and agents will act in full compliance with any applicable ABAC laws and regulations, industry and professional codes of practice and will not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly.

3.3. The Grantee undertakes to use the Sponsorship Sum solely and exclusively for the scientific and pharmaceutical program parts of the Program but not for the privat support of single participants or employees of the Grantee, for entertainment, leisure, or social events or for accompanying persons (i.e. family members) etc. The Sponsorship Sum may be used for the following purposes:

- cost of meeting rooms (hiring rooms, cleaning, organizational cost)
- organizational cost (i.e. administration, mailing cost, telecommunication cost)
- teaching costs (methodology preparation, lecturing, evaluation performed by the hospital staff),
- promotion of the project and dissemination of Program results of the project (print cost for flyers, announcement of the Program and other material for the Program)
- costs for development of the project (technique, equipment, material and know-how building)

Furthermore, the Grantee undertakes not to use the participation fees for entertainment programs.

3.4. Grantee shall make all expenses according to economic and efficient principles. Expenses shall not exceed socially acceptable limitations.

3.5. BI shall have the right to let independent auditors examine the Grantee's books and records for the purposes of ascertaining that the Sponsorship Sum has been spent in accordance with the terms of this Agreement.

4. Confidentiality

4.1. The Parties shall inform each other on any circumstances that may be essential for the performance of the Program.

4.2. The Parties undertake to keep confidential the content of this Agreement. Neither Party shall be entitled to disclose any contractual detail to any third party, unless it has obtained the written agreement of the other Party, it is obliged to do so under any applicable law or code of the cooperation between the pharmaceutical industry and healthcare professionals. The confidentiality obligation shall survive the termination of this Agreement.

5. Spend Report – Disclosure

Pursuant to applicable local implementation of EFPIA HCP/HCO Disclosure Code (the "Code"), pharmaceutical companies are obliged to disclose certain details of their contractual relationships with healthcare professionals and healthcare organisations (the "Covered Recipients"). Details to be reported and/or disclosed are amongst others Covered Recipient's name and city where registered, principal practice address, country of principal practice as well as amount and currency of payment(s) and/or other transfer(s) of value, and "nature(s) of payment" (the "Mandatory Details"). In order to comply with the Code, the Parties agree that BI group of companies will disclose the Mandatory Details.

6. Term and Termination

6.1. This Agreement shall become effective as of March 10, 2018 and shall terminate on December 31, 2018.

6.2. Each Party shall have the right to terminate this Agreement for cause. Termination is effective on the day following delivery of the notice to the other contracting Party. BI in particular has the right to such termination for cause if the Grantee fails to perform the Program as agreed or does not fulfill its obligations under this Agreement. In this case the Grantee shall reimburse the full Sponsorship Sum without deduction.

7. Concluding Provisions

7.1. This Agreement sets forth the entire agreement between the Parties and supersedes all previous agreements, written or oral regarding the subject matter hereof. Amendments of this Agreement may only be made by mutual agreement and must be in written form.

7.2. The invalidity of any provision of this Agreement or a contractual gap herein shall not affect the validity of any other provision hereof. The Parties undertake to replace the invalid provision or close the contractual gap with another provision which legally reflects the originally intended commercial objectives of the Parties as closely as possible.

7.3. This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany. In the event of any controversy or claim arising out of or relating to any provision of this Agreement, the Parties shall first try to settle those conflicts amicably between themselves. All disputes arising in connection with this Agreement which cannot be settled amicably shall be be settled by the locally competent court for Ingelheim am Rhein.

Boehringer Ingelheim International GmbH

Date: 12.1.2018

i.V. Tugba Wigmann

i.V. Sylvia Franz

St. Anne's University Hospital Brno

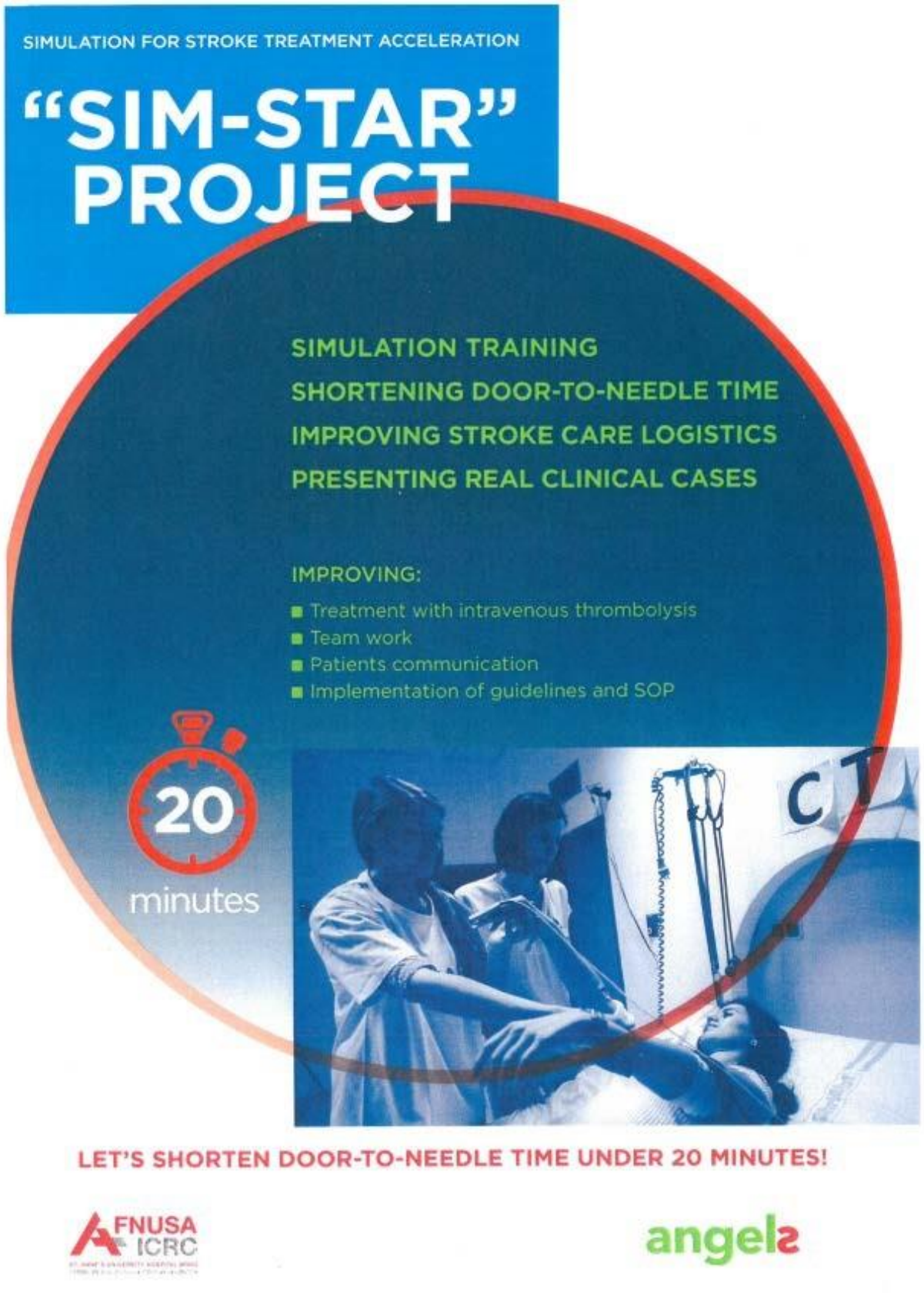
Date 05.03.2018

MUDr. Martin Pavlík, Ph.D., DESA, EDIC

Enclosures:
Schedule 1 – Description of the Program
Schedule 2 – Sponsorship Benefits and Rights
Schedule 3 – Requirement for Invoices

Schedule 1

Description of the Program



WHY SIMULATION TRAINING?

Simulation training allows medical staff to practise clinical skills under safe, controlled conditions, undergo professional guidance with high quality feedback and without any risk of harming patient!

WHY SIMULATION TRAINING TO IMPROVE ACUTE STROKE MANAGEMENT?

- Identifying optimal logistics of thrombolysis and thrombectomy by practising and immediate feedback
- Training and improving team communication and physician-patients communication
- Video-recording and sharing the best practice with members of your team

GOAL OF THE "SIM-STAR" SIMULATION COURSE:

To improve stroke care by shortening door-to-needle time **under 20 minutes** through simulation training.

WHO SHOULD ATTEND THE SIMULATION COURSE?

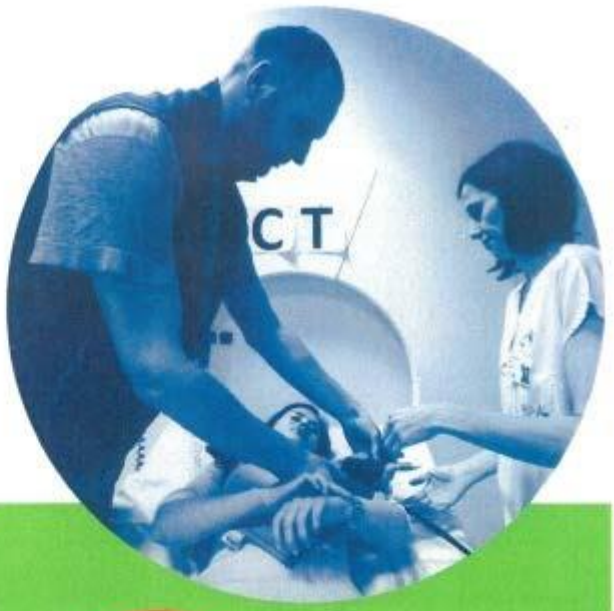
Simulation courses are dedicated to all professionals involved in acute stroke care (neurologists, neurological nurses, radiologists, emergency physicians). Optimally the whole Stroke Unit Team should attend.

OUR RESULTS:

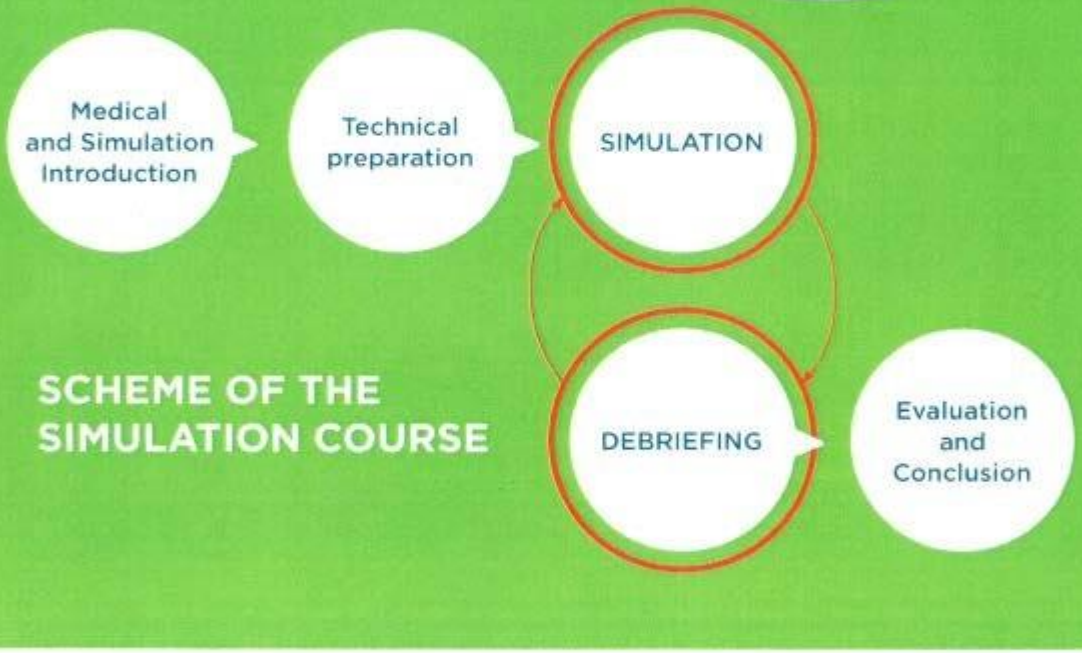
In the period July 2016 - March 2017, we conducted 9 simulation courses and trained 62 doctors and 32 nurses from 6 hospitals in the Czech and Slovak Republic. Each course is evaluated by participants using questionnaires. The results showed that on a scale of 0-100%, relevance for shortening door-to-needle time of thrombolysis was 90% for physicians and 72% for nurses.

HOW IS THE SIMULATION COURSE CONDUCTED?

The stroke centre team is invited to the Simulation centre at St. Anne's University Hospital Brno, which simulates real hospital environment. After meeting instructions and roles, trainees can pass the high-fidelity simulation practical training. Training is video-recorded and debriefed afterwards.



SCHEME OF THE SIMULATION COURSE



FOLLOW-UP WITH ANGELS INITIATIVE CONSULTANTS

In several countries, the ANGELS Initiative Consultants offers medical professionals, who passed our simulation course, support in transferring know-how from the simulation course to their stroke teams. ANGELS Initiative Consultants can help you to arrange similar training for your young physicians and nurses directly in your hospital using their cameras for providing better feedback to your medical staff.

www.stroke-simulation.eu
www.angels-initiative.com

WHAT DO OUR TRAINEES SAY ABOUT OUR COURSES?

"Our door-to-needle times have been improved, because our staff knows the importance of fast stroke treatment implementation. I consider participation in the simulation course in Brno to be beneficial and interesting."

DUŠAN TENORA,
MD, Head of Neurological Department of Blansko Hospital

"The course was very inspiring for us. After participation of our stroke team in Brno simulation course we realized, that the door-to-needle time in our hospital could be really shortened. When we came back from the course we treated our first patient with no complications with IV thrombolysis in 10 minutes!"

NADĚŽDA FIŠEROVÁ,
MD, Head of Neurological Department of Vyškov Hospital

MEET OUR TEAM OF PROFESSIONALS!

The simulation training is lead by team of professionals in simulation education and stroke and intensive care with long-lasting experience. Simulation trainings have been developed in St. Anne's University hospital since 2008 in intensive care and 2012 in communication with involvement of our team members.

We are looking forward to meeting your stroke team in our simulation center in Brno or we can implement stroke simulation training at your hospital, too.

ROBERT MIKULÍK, MD, PhD
Stroke Program Director / Simulation Trainer & Supervisor

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LUKÁŠ DADÁK, MD, PhD
Anesthetist / Simulation Trainer

Contact us for more information or visit our website:

www.stroke-simulation.eu

We cooperate with ANGELS Initiative on spreading simulation training through Europe!
Contact your ANGELS Initiative Consultant!

www.angels-initiative.com

Schedule 2

Sponsorship Benefits and Rights

- Boehringer Ingelheim / the Angels Initiative will be mentioned as sponsor, thus confirming our goals
    - To improve stroke care across the world
    - To achieve optimal outcomes for patients

Schedule 3

Requirements for Invoices

- Name and address of ***contractual partner***
- Name, address and contact person of ***BI***

  Boehringer Ingelheim International GmbH
  XXXXX
  Binger Straße 173
  55216 Ingelheim am Rhein
  Germany
  VAT-ID-No.: DE 8111 38149

- Date of invoice
- Amount due and currency
- Contract Number: **43084577**
- Additional details required by applicable law for VAT purposes