

Contract on Promotion

Contracting Parties:

Institute of Molecular Genetics of the ASCR, v.v.i.

Registered address: Vídeňská 1083, 142 20 Prague 4, Czech Republic

Represented by: Petr Dráber, DSc, Director

ID No.: 68378050

VAT No.: CZ68378050

(further referred to as **"IMG"**)

Cytoskeleton, Inc.

Registered address: 1830 S. Acoma St., Denver CO 80223, USA.

Represented by: Hoelzel Diagnostika GmbH, Daniel Smat.

ID No. : 161550610

VAT No.: DE161550610

(further referred to as **"Company"**)

Have concluded, on the date, month and year, according to provisions of § 1746 sect. 2 of Act No. 89/2012 Sb., Civil Code, as amended, this

Contract:

Art. I.

Subject Matter of the Contract

1. IMG is organizer of the conference **"33rd European Cytoskeletal Forum Meeting"** held on **20-24. September, 2018**, at the IMG building, Vídeňská 1083, Prague 4, Czech Republic (further referred to as **"Conference"**).
2. Company is a provider of products, services and designs for laboratory and production equipment that will ensure innovative solutions, from scientific research to custom-made chemical mixtures.
3. The Contracting Parties are interested in cooperating during the organization and proceedings of the Conference to the extent specified by this Contract.
4. By this Contract, Company shall be bound to provide IMG with a financial aid amounting to the sum specified in this Contract for organizing the Conference, and IMG shall allow the Company presentation of its products and services to the extent specified in this Contract.

Art. II.

Duties of the Contracting Parties

1. In relation to organizing the Conference, IMG shall allow the Company:
 - a) Publication of the Company name and logo in the materials related to the Conference, particularly in the Conference printed materials. Prior to publication of these materials, the Contracting Parties shall agree on their resulting appearance, namely, on the appearance of the Company logo (graphical execution) and name.

- b) Providing exhibition space (tables and chairs) at the venue and on the day of Conference proceedings for promoting some of the Company's products and services related to research. Distribution of 2 product leaflets (comprising up to 5 A4 pages each).
- c) Providing 2 advertisement pages in abstract book.
- d) Posting of the Company's logo on website of Conference and web link to the Company's website.
- e) Space for the placement of an advertising banner in the main hall and near registration desk of the Conference proceedings (the location shall be consulted with IMG in advance) as well as Company's logo on closed circuit video screens.
- f) Acknowledgement in the Conference programme.

2. Company is bound to:

- a) Provide IMG with necessary cooperation to enable fulfilment specified in this art. II. sect. 1. let. a) above (provision of the graphic execution of the logo, etc.).
- b) Deliver to IMG the promotion products and Company materials that shall be available during the course of the Conference proceedings specified in art. II. sect. 1. let. b) above.
- c) Deliver complete documentation for installation of the advertisement to the extent of art. II. sect. 1. let. c) and let. e) above.
- d) Pay to IMG the contractual remuneration specified in art. III. of this Contract.

Art. III.

Price and Payment Conditions

1. For the Conference organization and proceedings, Company shall provide IMG with the sum amounting to:

Basic price amounting to	Euro ...2000...
+ VAT amounting to 21 %	Euro ... 420.....
Total price	Euro2420.....

 (further referred to as "**Price**")
2. Company shall cover the Price in the form of credit transfer to the IMG account specified in the tax document (invoice), which IMG is entitled to issue within 14 days from this Contract entering in force according to art. V.6. below. The due date of this tax document is 14 days from the day of delivery of the IMG tax document. The tax document shall conform to all requirements of Act No. 235/2004 Sb., on the value-added tax, as amended.

Art. IV.

Withdrawal from the Contract

1. The Contracting Parties can withdraw from this Contract for reasons given by the law.
2. IMG is entitled to withdraw from this Contract after previous written notice addressed to the Company in case that the Company fails to duly pay IMG the Price according to art. III. of this Contract, not even in an additionally provided period for the payment.
3. The withdrawal shall enter in force by the date of delivery to the other party, and the withdrawal is considered as delivered even in case that the other party to which it


should be delivered frustrates the delivery or does not receive the withdrawal without any reason.

Art. V. Closing Provisions

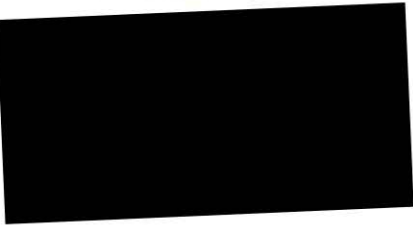
1. The legal relationships between the Contracting Parties established by this Contract and not explicitly regulated by this Contract conform to the valid regulations of Act No. 89/2012 Sb., Civil Code, as amended, and other related generally binding legal regulations.
2. Changes or additions to this Contract may only be done by written amendments signed by the authorized representatives of both Contracting Parties. An exchange of e-mail or other electronic messages shall not be considered as written form for these purposes.
3. The Contracting Parties are aware of the fact that IMG is a subject falling under the duty to publish Contracts governed by private law specified in Act No. 340/2015 Sb. on the Registry of Contracts, as amended.
4. The Contracting Parties agree with publication of this Contract in the Registry of Contracts, including all data mentioned in the Contract. The other Contracting Party is bound to provide IMG with the legal reasons for optional non-publication of some data of this Contract by the date of conclusion of this Contract at the latest.
5. The Contracting Parties have agreed that publication of this Contract in the Registry of Contracts shall be ensured by IMG, this within 5 days from the Contract conclusion. In case the Contract is not signed by the Contracting Parties simultaneously, each party is bound to send the signed Contract to the other party immediately after having signed it.
6. This Contract gains validity by signing by the Contracting Parties, or in case it is not signed in the presence of the Parties, by the date of delivery of the Contract signed by the last Contracting Party to the other Contracting Party. This Contract enters in force by the date of publication in the Registry of Contracts.
7. This Contract is executed in two counterparts, each valid as an original, and each Contracting Party shall obtain one of them.
8. The Contracting Parties have read this Contract, understood its content, confirming it by their signatures.

Prague, date: 29 -05- 2018


On behalf of IMG:


Petr Dráber, DSc
Director

Institute of Molecular Genetics
of the ASCR, v.v.i.



On behalf of the Company:


Anna Hölzel-Reinartz
Managing Director

Hölzel Diagnostika Handels GmbH

