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CONFIDENTIAL

### Medical education grant agreement

This medical educational grant agreement (the "**Agreement**") is effective as of the last date of signature between the Parties (the "**Effective Date**") and is entered into by and between:

**Celgene s.r.o.**, a company duly organized under the laws of Czech Republic, having its registered offices 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**") (together with its Affiliates hereinafter collectively referred to as "**Celgene Group**")

AND

**Fakultní nemocnice Královské Vinohrady**, having its address at I Šrobárova 1150/50, 100 34 Praha 10, Czech Republic (the "**Beneficiary**")

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

**WHEREAS**, Beneficiary is a non-profit and has requested Celgene to provide a financial support of an activity, program or event that provides education to Health Care Professionals, independently initiated and developed by Beneficiary, entitled "Preparation of Foreign Nurses for Qualification Examinations" and as further described in Appendix A to this Agreement (the "**Activity**");

**WHEREAS**, the request letter from the Beneficiary and/or project proposal or description are attached as Appendix A to this Agreement;

**WHEREAS**, Celgene is willing to provide support to the Activity;

**THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Celgene will provide a total amount of three hundred and seventy-five thousand Czech Crowns (CZK 375,000.00) (the "**Medical Education Grant**") to the Beneficiary, within 30 days upon receipt of a request for payment.
2. Beneficiary shall be responsible for any tax obligations associated with its receipt of the Medical Education Grant.
3. The Medical Education Grant is provided wholly without obligation to use or recommend any products of the Celgene Group and is not conditioned in any way on any pre-existing or future business relationship between Beneficiary and Celgene Group, or any business or other decisions Beneficiary has made or may make in the future relating to Celgene Group.
4. Beneficiary warrants that:
  - (i) the Activity complies with all applicable laws and regulations;
  - (ii) the entire amount of the Medical Education Grant provided by Celgene pursuant to this Agreement shall be used solely for the performance of the Activity in accordance with this Agreement, and not for any other purposes;
  - (iii) the amount of the Medical Education Grant is commensurate with the activities to be performed and/or the materials to be developed, if any;
  - (iv) Beneficiary has all necessary licenses and approvals to enter into this Agreement, to receive the Medical Education Grant and to perform the Activity. Beneficiary shall notify Celgene in writing if any such licenses and approvals are not obtained, are withdrawn or suspended; and
  - (v) it shall notify the receipt of the Medical Education Grant to such authorities as required by the applicable law and/or regulations.
5. Unless otherwise expressly agreed in writing by both Parties, this Agreement will expire upon completion of the Activity, or upon prior termination of this Agreement by either Party save for the terms and conditions expressly or by implication intended to survive expiration of this Agreement.
6. Celgene may terminate this Agreement if (i) the approvals pursuant to section 4, (iv) and (v) are withdrawn or suspended; or (ii) if the Beneficiary fails to use the Medical Education Grant exclusively for the Activity in the sense of section 4, (ii), or (iii) in case of a breach of the anti-bribery obligations pursuant to this Agreement. In such cases Beneficiary shall refund Celgene the full amount of the Medical Education Grant, including any statutory interests if applicable.
7. Celgene shall have no influence or control over the conduct of the Activity provided however, to the extent permissible under the applicable law, Celgene may provide comments or suggestions when requested by Beneficiary in writing.



8. Beneficiary shall keep Celgene informed of the progress of the Activity, including how the funding support was used, and its final results in order to confirm that the goals of the Activity are being met. Beneficiary will provide Celgene with a progress report and a final report for documentation purposes upon completion of the Activity, as deemed applicable by Celgene.
9. Upon completion of the Activity, Beneficiary will perform a reconciliation of the funds spent to the Activity and Beneficiary shall inform Celgene in case any part of the Medical Education Grant was not fully spent on the Activity. In such case the Parties shall discuss together whether the unspent funds shall be allocated to another project, upon review and approval of such project by Celgene, or whether these will be refunded to Celgene. In any case, in case any part of the Medical Education Grant was not fully spent on the Activity, Celgene shall be entitled to claim for a refund of the unspent part of the Medical Education Grant.
10. In case the Activity is cancelled, either in part or in full, or indefinitely postponed for whatever reason, Beneficiary shall refund Celgene that portion of the Medical Education Grant that has not been spent by Beneficiary on the performance of the Activity prior to the date of cancellation or postponement.
11. Beneficiary shall appropriately acknowledge the funding support provided by Celgene either in Activity materials or public statements by Beneficiary at the beginning of the supported Activity.

12. **Anti-Bribery compliance:**

Beneficiary represents and warrants that it shall comply with all applicable laws 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 and the UK Bribery Act 2010. Beneficiary 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.

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

13. **Data privacy**

- 13.1 The Parties will process all personal data obtained during the course of the Services in accordance with the applicable data protection laws.
- 13.2 Celgene will process any personal data received from the Beneficiary in accordance with its HCP Privacy Notice available under: [www.celgene.com/celgene-privacy-policy/health-care-professionals-privacy-notice/](http://www.celgene.com/celgene-privacy-policy/health-care-professionals-privacy-notice/) and this Agreement. Beneficiary warrants that it shall inform or obtain the prior written consent of each individual, as required by applicable law, for the disclosure of their respective personal data to Celgene and processing in accordance with this clause. The Parties understand that Celgene will not have any further information/consent obligations towards the Institution's personnel.
- 13.3 If the Beneficiary, when providing the Services, has access to personal data belonging to Celgene or equipment containing personal data, Beneficiary 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. In addition, Beneficiary will promptly and in any case no later than twenty-four (24) hours report to Celgene (i) any potential or actual personal data breach and provide all relevant information and (ii) any notification from an authority to Institution of an inspection or an audit to start, if this affects the personal data belonging to Celgene.

14. **Transparency disclosure**

The European Federation of Pharmaceutical Industries and Associations (EFPIA) has agreed upon a code that requires publicly disclosing transfers of value from pharmaceutical manufacturers to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs). This requirement has been implemented into the corresponding national codes (the "**Transparency Codes**"). Transfers of value include payments for services, donations in cash or in kind, reimbursement of expenses and sponsorships made to HCPs and HCOs.



Beneficiary acknowledges that under applicable Transparency Codes, Celgene is obliged to document and publicly disclose information about the payments and other transfers of value provided to Beneficiary, under this Agreement, by Celgene or by a third party on behalf of Celgene.

By signing this Agreement, Beneficiary agrees that Celgene and its affiliates may:

- (i) Make public disclosures of such information in accordance with the Transparency Codes and applicable laws. Such disclosures may be made using any media (paper or electronic), web-site or platform, including an industry association's electronic platform. The information to be published will clearly identify Beneficiary and the types of transfers of value Beneficiary received from Celgene.
- (ii) Disclose such information to pharmaceutical industry associations and/or competent authorities for compliance to the Transparency Codes and applicable law.
- (iii) Disclose such information to Celgene's affiliates and to any third party providing services to Celgene, for the purpose of storage, use and public disclosure and to comply with the Transparency Codes.

Beneficiary may contact Celgene at any time to correct any mistakes.

- 15. During the term of this Agreement and for a period of 10 years thereafter, Beneficiary shall not disclose or use Confidential Information except as permitted in this Agreement or in writing by Celgene. "Confidential Information" shall include all information concerning Celgene and the Agreement, including without limitation, data, know-how and other information disclosed to Beneficiary by or on behalf of Celgene. Upon the earlier of the expiry or termination of the Agreement, Beneficiary shall return to Celgene all Confidential Information, as requested by Celgene.
- 16. This Agreement will be governed by the laws of Czech Republic. The Parties hereby consent to the exclusive jurisdiction of the competent courts of Prague, Czech Republic for the resolution of any disputes arising under this Agreement.
- 17. Beneficiary shall maintain all relevant records concerning performance of this Agreement. Such records are subject to examination and audit (by Celgene's Group or a designated third party) until three (3) years following the termination of the Agreement for whatsoever reason.
- 18. A failure of a Party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision.
- 19. Neither Party shall assign this Agreement or any of its rights hereunder without the prior written consent of the other Party, which is not to be unreasonably withheld.
- 20. This Agreement may be executed in duplicate original counterparts.

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

Celgene s.r.o.

Fakultní nemocnice Královské Vinohrady

Signature:

[Redacted signature]

Signature:

[Redacted signature]

MUDr. Ivan Ťurek

Bc. Zdeněk Pastýřík, MBA  
vedoucí personálního odboru

Name:

Name:

Title:

GENERAL MANAGER

Title:

Date:

11-06-2018

Date:

8.6.2018