



**Market Research Services
Project Agreement**

This Agreement is made between:

- (a) **Bristol-Myers Squibb spol. s r.o. a company registered in Prague, Czech Republic having its registered office at Praha 4, ; ("BMS"); and**
- (b) **Masarykova univerzita, Institut biostatistiky a analýz, registered office at Žerotínovo nám. 9, 601 77 Brno, IČ: 00216224, DIČ: CZ00216224**

With effect from 1/9/2016 (the **Effective Date**), the Supplier agrees to provide the Services, and BMS agrees to pay for the Services, in accordance with this Agreement.

The Agreement incorporates:

- (a) the below statement of work setting out the general price and services description (the **Project Description**);
- (b) the Terms and Conditions attached as Attachment A;
- (c) the project description attached as Attachment B (the **Agreed Proposal**);

PROJECT DESCRIPTION

1. Services

This Agreement starts on the Effective Date and ends upon completion of the services or at the latest on 30/11/2016 unless terminated earlier. This Agreement may be extended by the written agreement of the parties.

The Supplier will provide Market Research Services (the **Services**) to BMS as set out in the Agreed Proposal.

2. Deliverables

The Supplier will provide Deliverables (the **Deliverables**) to BMS as set out in the Agreed Proposal.

3. Service Levels

Data collection, Analysis, Validation and consolidated report from registry database - Camelia. Consultation with BMS. See the project description attached as Attachment B (the Agreed Proposal)

4. BMS Product/Therapeutic Area

Sprycel, Hemato-oncology (CML).

5. BMS Resources

BMS will provide the resources to the Supplier as set out in the Agreed Proposal.

6. Reports and Records

The Supplier will provide Reports and Records to BMS as set out in the Agreed Proposal.

7. Fees

BMS will pay the Fees to the Supplier as set out in the Agreed Proposal.

8. Key contacts

For BMS – Mgr. Marketa Dejmkova, Sales and Marketing Manager

For Supplier – doc. RNDr. Ladislav Dušek, Ph.D., director

9. BMS invoice procedures:

Invoices will be addressed to:

Bristol-Myers Squibb spol. s r.o.
Budějovická 778/3
140 00 Praha 4
Czech Republic

Invoices will be sent to:

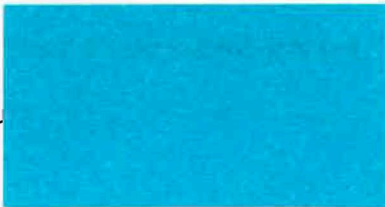
Bristol-Myers Squibb s.r.o.,
UK AP Invoicing
PO Box 3609
Chester, CH1 9LE
United Kingdom
Efss.pre-processing@bms.com

The BMS purchase order number must be placed on all invoices. If this is not done, BMS reserves the right to refuse payment. BMS will provide the Supplier with the purchase order number to be used.

AGREED FOR AND ON BEHALF OF

AUTHORISED REPRESENTATIVE OF BMS

Name:



Title: Executive Manager

Signature

Date: 10-10-2016

AUTHORISED REPRESENTATIVE OF SUPPLIER

Name:



Title: D

Signature

Date: 10.10.16

Attachment A - Terms and conditions

Market Research Services

1. Parties:

These Terms and Conditions are between the parties specified in the Project Description.

EFPIA Code and all local codes in the relevant country where the Services are provided; AIFP ethics code and declarations of BMS involvement and transparency of authorship;

2. Scope:

2.1 BMS appoints the Supplier as the non-exclusive supplier of the Services as set out in the Project Description. BMS does not represent or guarantee any minimum volume of Services.

(c) will obtain and maintain all necessary authorisations to provide the Services;

(d) has the necessary facilities, experience and expertise to provide the Services;

(e) will provide the Services in a timely manner with due care, diligence and skill; and

2.2 Unless otherwise agreed in writing by BMS:

(a) the Agreement will prevail over any other master agreement, terms and conditions, business terms or purchase conditions provided by the Supplier, or any standard business terms attached to or referenced in a BMS purchase order; and

(f) will use suitably qualified personnel in accordance with applicable professional or industry standards.

(b) the Project Description will prevail over these Terms and Conditions or any attached Agreed Proposal to the extent of any inconsistency.

4.2 The Supplier will co-operate with any other third party contractors or service providers of BMS for the purposes of this Agreement. This includes using nominated BMS preferred suppliers as contractors, as notified by BMS.

4.3 All documents used to provide the Services (including surveys, questions) must be pre-approved by BMS to ensure consistency with BMS' compliance policies.

3. Confirmation of Services:

The commitment to proceed with the Services occurs only following the receipt of a BMS purchase order for the Services.

4.4 Where the Supplier fails to perform the Services to BMS' reasonable satisfaction, the Supplier will re-supply or rectify the services to the reasonable satisfaction of BMS, at the Supplier's cost. This obligation is exercised at BMS' option, without prejudice to any of BMS' other rights or remedies.

4. Supplier Obligations:

4.1 In providing the Services to BMS, the Supplier:

(a) will comply with all applicable laws and regulations, including applicable local and international bribery laws, the US Foreign Corrupt Practices Act and the UK Bribery Act 2010

4.5 BMS is not the employer of the Supplier's personnel used to provide the Services. The Supplier is solely responsible for:

(b) will comply and assist BMS in complying with applicable professional or industry standards, including the

(a) the employment or engagement of Supplier Personnel;

(b) the payment of all related salary, benefits, redundancy, termination, pensions and taxes for the Supplier Personnel;

(c) any losses caused by the Supplier Personnel; and

(d) any claim made against BMS by the Supplier personnel.

5. Approval required

5.1 Deliverables produced by the Supplier under the Agreement are subject to BMS internal policies for materials and activities review.

5.2 BMS must approve in writing all Deliverables produced by the Supplier under this Agreement before publication or implementation in the public domain.

5.3 The Supplier will provide Deliverables in accordance with the Project Description within a reasonable timeframe, to give BMS an opportunity to review and approve each Deliverable. BMS will seek to provide this approval within 14 days of receipt of a Deliverable from the Supplier.

6. Adverse event reporting

6.1 BMS will comply with all applicable laws and regulations relating to the reporting of adverse events about BMS products.

6.2 The Supplier will:

(a) cooperate with BMS to enable it to comply with its obligations under this clause;

(b) cooperate with and assist BMS to follow up the adverse event or to enable BMS to comply with its obligations under applicable laws and regulations.

7. Virus checks

The Supplier will use its best commercial efforts to ensure any electronic documents supplied to BMS under the Agreement have undergone rigorous anti-virus checks and

are free from harmful code of any description.

8. BMS resources

BMS will provide the Supplier with the agreed resources and materials to assist the Supplier to provide the Services set out in this Agreement.

9. Fees:

9.1 Unless otherwise specified in the Project Description, fees are exclusive of VAT or other similar sales taxes. All other taxes are the Supplier's responsibility.

9.2 Unless otherwise specified in the Project Description, any agreed third party expenses will be invoiced to BMS at cost, without margin, overhead or administrative fee. The fees include all performance requirements of the Agreement.

9.3 Unless otherwise specified in the Project Description, the fees are fixed and will not be varied without BMS' prior written consent.

9.4 Unless otherwise specified in the Project Description or an alternative invoicing schedule is required by applicable laws, the Supplier will invoice monthly in arrears for delivered Services during the previous month. The Supplier must provide appropriate supporting documentation to substantiate the amount charged, on request by BMS.

9.5 BMS will pay the fees within 60 days of the date of a correct and valid invoice, subject to the satisfactory completion of the Services and associated deliverables.

9.6 The above payment terms could be shortened if required by law (for example in case of periodic invoices in France).

9.7 BMS will pay the undisputed portion of an invoice and may withhold payment on the disputed portion until resolved.

BMS will pay interest on any undisputed Fees at the rate set forth by applicable laws.

9.8 The Supplier acknowledges and agrees that it has taken into account the payment terms set above or otherwise stated in a Project Statement of Work or BMS Purchase Order in determining the compensation that the Supplier receives for performing its obligations under this Agreement. Consequently, such payment terms cannot be considered as being grossly unfair to the Supplier.

9.9 The Supplier acknowledges that the Fees will not be used in any manner for financing, directly or indirectly, in whole or in part, any activity which is not exclusively scientific-related (e.g. recreational activities, gala events, touristic visits, concerts, sport activities). In case of non-respect of the above commitment, BMS reserves the right to terminate this Agreement and any amount paid by BMS will be entirely reimbursed to BMS by the Recipient without any condition or reserve.

10. Confidentiality Obligations:

10.1 Confidential Information means all information in any documents or any form, of a party or its affiliates, disclosed or otherwise made available to the other party in connection with this Agreement but excludes information which:

- (a) is public knowledge, other than by a breach of this Agreement; or
- (b) has been independently developed or acquired by the other party, without reference to the Confidential Information, as confirmed by written evidence; or
- (c) was already in the Supplier's possession at the time of its disclosure by BMS.

10.2 A party will keep the other party's Confidential Information confidential and secure at all times.

10.3 A party will only use or disclose the other party's Confidential Information to its authorised personnel, agents or Affiliates, on a need-to-know basis:

- (a) for the purpose of performing its obligations under the Agreement, or
- (b) to the extent required by law, regulation, court order, government agency, or any applicable stock exchange listing rules; or
- (c) where such disclosure is required, the party will immediately notify the other party and will cooperate with the reasonable instructions of the other party to limit disclosure; or
- (d) if otherwise agreed by the disclosing party in writing

11. Privacy

A party will comply with the Privacy Laws in the collection, use, disclosure and storage of Personal Information in performing its obligations under this Agreement. In addition, the Supplier will:

- (a) use the BMS Personal Information and the Third Party Personal Information only for the purposes of performing its obligations under this Agreement or as required by law;
- (b) comply with all market research industry guidelines and BMS privacy policies applicable to market research services (including the policy with regard to informed participant consent);
- (c) notify and cooperate with BMS in any access request or investigation regarding BMS Personal Information;
- (d) restrict access to any BMS Personal Information and Third Party Personal Information to the Supplier's representatives who need it to fulfil their obligations under this Agreement;
- (e) immediately inform BMS of any unauthorised use or disclosure of BMS

Personal Information or Third Party Personal Information;

- (f) not transfer any BMS Personal Information or Third Party Personal Information outside the country without complying with the Privacy Laws;
- (g) take all reasonable steps to ensure the BMS Personal Information and the Third Party Personal Information is protected against misuse, loss, and unauthorised modification, access or disclosure; and
- (h) where required by applicable Privacy Laws, ensure the individuals are made aware of, or obtain individual consent to, the collection, disclosure and use of their Personal Information by BMS.

12. Intellectual Property:

- 12.1 These Terms and Conditions do not affect the pre-existing intellectual property rights of either party (including any resources, tools and data provided by BMS to the Supplier for providing the Services).
- 12.2 The Supplier will ensure that all data, materials and intellectual property rights in the Deliverables created by the Supplier in the provision of the Services, whether in draft or final form, vest in BMS immediately upon its creation. The Supplier will ensure that all intellectual property rights are assigned to BMS as its sole and exclusive property without further payment and subject to any stricter applicable laws, that any moral rights in the Deliverables are irrevocably waived in favour of BMS.
- 12.3 To the extent necessary, the Supplier assigns to BMS immediately on creation all rights, title, interest and intellectual property rights in all created materials written, originated, conceived or made by the Supplier in the connection with the Services. This assignment will be effective worldwide and for the entire duration of the assigned rights as provided under applicable laws and for all media, whether existing or yet to be invented. The price of this assignment is included in the fees. Such

assignment includes, but is not limited to, the following rights:

- (a) the reproduction right through any means;
- (b) the representation right including the right to communicate to the public in any manner;
- (c) the right to translate into all languages, adapt, modify, alter, improve, add, suppress all or part of the created materials; and
- (d) the right to use the created materials in any form, including, but not limited to, by way of any license, lease, loan, disclosure or transfer and to put the created materials for the first time on the market as well as any modifications, adaptations and works derived from the created materials, through all and any marketing channels.

12.4 BMS will be responsible for registering any trademarks including logos, which are created under this Agreement. The Supplier will provide all necessary assistance on request from BMS.

12.5 The Supplier will not use any of the Deliverables or materials created under this Agreement, whether in draft or final form, in promoting a competitor's product or business. This does not apply to the Supplier's pre-existing intellectual property rights.

13. Warranties

13.1 The Supplier warrants that:

- (a) it has no actual or perceived conflict of interest which would materially adversely affect the performance of its obligations under the Agreement, including any conflict of interest with the Supplier's employer, any government authority, under contract or applicable laws. The Supplier will notify BMS if a conflict arises during the term and will comply with BMS'

reasonable instructions for resolving the conflict (which may include termination of the Agreement);

- (b) it has the right to grant or obtain a licence for the intellectual property rights for BMS under this Agreement;
- (c) the use or exploitation by BMS of the Supplier's existing or third party intellectual property rights, Third Party Rights and the Deliverables in accordance with this Agreement, does not and will not infringe the intellectual property rights of any third party;
- (d) it will provide the Services in a manner that does not cause BMS to breach any laws, regulations, codes or industry guidelines or as to materially adversely affect BMS' reputation;
- (e) the fees represent fair-market value for the Services (including any fees paid to any third party on BMS' behalf). The Supplier agrees that the fees do not create any obligation to prescribe, supply, administer, recommend or buy BMS' products or constitute any reward for past or future business; and
- (f) it is not aware of any inappropriate inducement and that it will not take any action on BMS' behalf which would conflict with applicable anti-bribery or anti-corruption laws, or the requirement to avoid inducements under applicable codes.

The parties agree that any warranties implied by law (including any latent product defect warranty, merchantability, fitness for a particular purpose, conformity warranties, defective product warranties or business practice warranties) are expressly excluded, except to the extent that such warranties cannot be excluded under applicable laws.

14. Liability

14.1 Either Party will be liable towards the other Party for any breach of its obligation under

this Agreement, subject to any limitation of liability contained under this clause 14.

14.2 A party will not be liable to the other for indirect, incidental, special or consequential losses, claims or damages arising out of the Agreement, including lost profits, lost revenue, lost opportunity, lost data, loss of orders or lost customers.

14.3 Subject to clause 14.2, nothing in these Terms and Conditions will limit a party's liability for:

- (a) any category of losses which cannot be limited under applicable laws;
- (b) death or personal injury caused by that party's negligence;
- (c) breach of confidentiality or any related indemnity; or
- (d) any breach by the Supplier or the Supplier's personnel or agents of clause 13.

14.4 To the extent liability does not arise under clause 14.2 or clause 14.3, a party's liability arising in connection with the Agreement is limited to the greater of 100 000 CZK or the aggregate value of the Services provided.

14.5 A party's liability in connection with the Agreement (including any indemnity) will be reduced to the extent that the other party caused or contributed to the loss.

14.6 Subject to the other provisions of this clause, the Supplier agrees to indemnify BMS against all losses, claims and damages suffered by BMS or its affiliates as a result of the Supplier and the Supplier personnel or agents committing a breach of these Terms and Conditions.

15. Records and audit

15.1 The Supplier will keep appropriate records related to the provision of the Services and the Supplier will supply copies of such records or reports to BMS upon written request within 5 business days. The Supplier will upon at least 2 weeks written

notice also permit BMS or its agents to audit the Supplier's records or performance of this Agreement and applicable laws. The Supplier will cooperate and provide all reasonable assistance to BMS and its auditors under this clause.

15.2 Subject to applicable laws, the Supplier will notify BMS of any unannounced regulatory inspection, audit or warrant relevant to the Agreement and will comply with BMS' reasonable instructions relating to the inspection. If BMS receives notice of a regulatory inspection, audit or warrant involving the Supplier, then BMS will provide as much notice as reasonably possible. The Supplier acknowledges that BMS may not receive prior notice.

16. Termination or expiry

16.1 A party may terminate the Agreement immediately by notice in writing if the Supplier:

- (a) becomes bankrupt, insolvent or cannot pay its debts when due;
- (b) materially breaches these Terms and Conditions and the breach has not been remedied within 14 days' written notice or cannot be remedied at all; or
- (c) has a conflict of interest which materially adversely affects the performance of the Agreement.

16.2 BMS may terminate the Agreement at its convenience with 30 days' written notice to the other party. Under this clause, BMS will pay for reasonable substantiated costs actually incurred or that are non-cancellable at the termination date.

17. Consequences of termination or expiry

17.1 Termination or expiry will not affect the accrued rights or liabilities of either party.

17.2 Termination or expiry will not affect the clauses of this Agreement which are intended to survive termination or expiry.

17.3 BMS will pay the fees on a pro-rata basis for all Services delivered prior to the date of termination or expiry.

17.4 The Supplier will return all Confidential Information, personal data, materials and BMS resources not used in the provision of the Services, and provide copies of all records or reports related to the provision of the Services.

18. Restrictions:

During the Term and for a period of 6 months following its termination or expiry, the Supplier will not without BMS' prior written consent provide services similar to the Services to any of BMS (or its Affiliates) business competitors in the field of CML.

19. Transparency

The Parties will be entitled to publicly disclose in the appropriate forum or media (including website) the terms of this Agreement, the Services and any fees and expenses for transparency purposes, in accordance with applicable laws, regulations and industry codes, which is accepted by the Parties without any condition nor reserve.

20. Governing Law and jurisdiction

These Terms and Conditions and any related disputes or claims will be governed by the laws of the Czech Republic, without regard to its conflict of law provisions. The courts of the Czech Republic have exclusive jurisdiction.

21. Relationship of the parties:

The parties are independent and nothing in these Terms and Conditions implies any partnership, agency, joint venture or employment relationship between the parties, their affiliates or personnel.

22. Notices:

Any notices must be in writing and will be deemed received when delivered personally, when delivered by electronic means with proof of delivery or five

business days from the date mailed, if sent by registered or certified mail.

23. Amendment:

These Terms and Conditions may not be changed in whole or in part, except in writing signed by both parties.

24. Assignment or transfer:

Neither party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any unauthorized assignment or transfer by either party will be void.

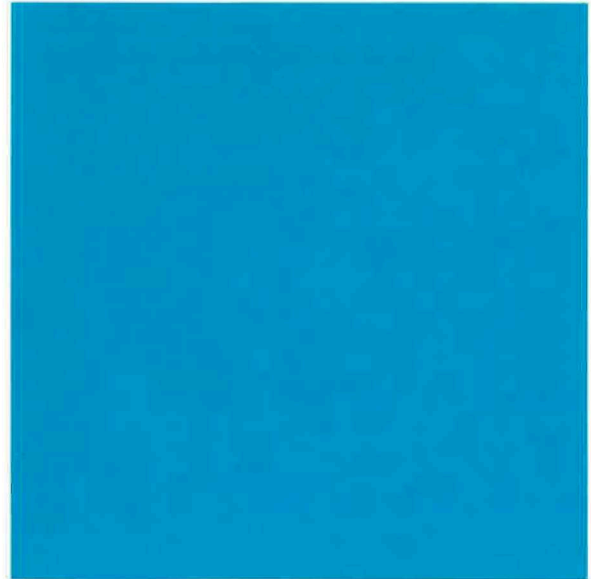
25. Entire agreement:

These Terms and Conditions, any attachments and any documents

referenced in these Terms and Conditions set out the entire agreement of the parties and supersede all prior agreements and undertakings relating to its subject matter.

26. Business Conduct and Ethics

BMS takes seriously its compliance and ethics responsibilities and seeks to do business only with third parties who share our high standards of ethical behaviour. To that end, BMS has adopted Standards of Business Conduct and Ethics for Third Parties (**3P Standards**). BMS encourages the Supplier to comply with the elements of the 3P Standards that apply to the Supplier. For reference, the 3P Standards are available at



Agreed Proposal for Market Research Services

Project title: Dasatinib position in CML treatment in the Czech Republic – data from CAMELIA

Offer includes:

- Data validation and consolidation – Camelia registry from key CML centers in the period 2011-2015
- Consultation with BMS about data selection and report format
- Data processing
- Preparation of the final report as described below in electronic and printed format

Final report will contain following information:

- Počet aktuálně léčených pacientů 2015 (CML/Ph+ ALL) celkem (všechny TKIs), rozdělení dle center, rozdělení dle TKIs. / Number of actually treated patients in 2015 (CML/Ph+, ALL) in total (all TKIs), distribution between centers, distribution according to TKIs.
- Počet nově nastavených pacientů v posledních 5 letech (CML/Ph+ ALL) celkem (všechny TKIs), rozdělení dle center, rozdělení dle TKIs. / Number of newly initiated patients in last 5 years (CML/Ph+, ALL) in total (all TKIs), distribution between centers, distribution between TKIs.
- Počet aktuálně léčených pacientů 2015 (CML/Ph+ ALL) na dasatinibu, rozdělení dle center. / Number of actually treated patients with dasatinib in 2015 (CML/Ph+, ALL), distribution between centers.
- Počet nově nastavených pacientů v posledních 5 letech (CML/Ph+ ALL) na dasatinibu, rozdělení dle center. / Number of newly initiated patients with dasatinib in last 5 years (CML/Ph+, ALL), distribution between centers.
- Předchozí léčba u pacientu na dasatinibu. / Previous treatment of patients actually treated with dasatinib.
- Důvody switche u sekvence imatinib 1.linie-dasatinib 2.linie vs. sekvence nilotinib 1.linie-dasatinib 2.linie. / Reasons for switch in patients with 1st line imatinib treatment and 2nd line dasatinib treatment versus in patients with 1st line nilotinib treatment and 2nd line dasatinib treatment
- Průměrná doba do switche na dasatinib z 1.linie a doba do switche u sekvence imatinib-dasatinib versus nilotinib-dasatinib. / The mean time to switch to dasatinib from 1st line treatment, the mean time to switch to dasatinib from 1st line imatinib treatment versus the mean time to switch to dasatinib from 1st line imatinib treatment.
- Podíl pacientů na dávkách: 0-49mg/D, 50-79mg/D, 80-100 mg/D (celkový počet, %). / Proportion of patients with dosage: 0-49mg/D, 50-79mg/D, 80-100 mg/D (total number, %)
- Účinnost v jednotlivých skupinách dle dávek (CcyR, MMR, PFS, OS). / Efficacy in the subgroups based on dosage (CcyR, MMR, PFS, OS).
- Nežádoucí účinky: celkový počet pac, rozdělení a % zastoupení. / Adverse events: total number of patients, definition and percentages.
- Počet vysazených pacientů a důvody (v případě NÚ jaké, % pacientů, které se vrátilo na dasatinib v nižší dávce). / Number of patients who terminated the therapy and reasons for discontinuation (in case of adverse events – type of AE, proportion of patients who reinitiated dasatinib therapy with lower dose).

- Pleurální výpotky: % pac. s pleurálními efúzemi. / Pleural effusions: % of patients with pleural effusions.

Schedule:

- Data processing, analysis and consolidation: September - October 2016
- Results will be available until November 30, 2016

Price:

- The total price is calculated in the amount of **100.000,- CZK (without VAT)**