SPONSORING AGREEMENT

(the "**Agreement**")

between

IASON GmbH

Feldkirchner Straße 4, 8054 Graz-Seiersberg, Austria

company number: 152046y

represented by mag. Christoph Artner, founder and director

(hereinafter referred to as "**SPONSOR**")

and

Masaryk Memorial Cancer Institute

Žlutý kopec 7, 656 53 Brno, Czech Republic

company number: 00209805

represented by prof. Jan Žaloudík, M.D., Ph.D., director

(hereinafter referred to as "**INSTITUTION**")

(SPONSOR and INSTITUTION hereinafter referred to as the "**Parties**" and each a "**Party**")

RECITALS

Whereas, Sponsor desires Institution to use in clinical practice Iason radiopharmaceutical IASOglio® (”Study Drug”) which has not been authorized by the competent authorities in the Czech Republic yet.

Whereas, Sponsor desires Institution to study the safety of Study Drug in the study **“Usage of 18F-fluoro-ethyl-tyrosine (FET) PET, 3'-deoxy-3'[(18)F]-fluorothymidine (FLT) PET and MRI in Assessing Histopathologic Features of Low-Grade-Gliomas“**

Principal investigator of this study, coming from Institution, is **xxx,** Clinical Research Supervisor of this study, as main scientific body coming from Sponsor, is **xxx**.
Whereas the Study (as defined above) is of mutual interest and benefit to Sponsor and Institution, and will further the Institution’s instructional and research objectives in a manner consistent with its status as a state-funded organization;

Parties agree that the study (as defined above) does not have character of a clinical trial on human medicinal products.

Institution will use Study Drug as “not authorised medicinal product” in accordance with Section 8 (3) of the Act No. 378/2007 Coll., Act on Pharmaceuticals because no medicinal product of adequate composition or similar therapeutic properties, for which a marketing authorisation exists, is distributed or marketed in the Czech Republic.

Now therefore, in consideration of the promises and mutual covenants herein contained, Sponsor and Institution hereby agree as follows:

1. RECITALS AND ANNEXES

The above recitals as well as all annexes attached here to form an integral and substantial part of this Agreement.

2. AGREEMENT FOR SALE AND TRANSFER

Sponsor will provide first delivery of **IASOglio® from December 1st, 2018**. Sponsor will provide all deliveries until **December 1st, 2019**. Institution must use the donation solely for the purposes mentioned in Recitals.

Expected date of delivery for sponsorship: Delivery of **IASOglio®** must be coordinated with routine delivery of some Sponsor’s radiopharmaceutical delivered to Institution. Delivery shall be coordinated with Sponsor’s Supply Chain using Sponsor’s *Delivery Request Form*.

Expected Starting date of the study: December 1st, 2018

Expected End of the study: December 1st, 2019

Number of patients involved in the study: **10 (185 MBq per patient)**

Patients' insurance provided by: Institution has contracted professional liability insurance as required by law.

It is not necessary to have an ethical committee approval, it is sufficient to have a Patient´s written informed consent.

Use of data

Institution acknowledges that any further use of the data obtained from the Study, for which Sponsor has provided the Study Drug, is subject to prior approval from Sponsor, given in writing. The data obtained from this study belongs to Institution and Sponsor and, after the end of this study, shall not be part of any further trial of any third part.

3. PAYMENT

Sponsor will provide free delivery of radiopharmaceuticals as described under point 2 of this Agreement.

4. UNDERTAKINGS OF INSTITUTION IN RETURN FOR THE DONATION

For the donation, Institution shall in return grant Sponsor:

a) the right to use fully anonymized scans and data from the study for Sponsor´s marketing or scientific activities;

b) the right to publish the Sponsor's name and the Study drug´s brand name in articles published by the Institution (e.g. "Product was delivered by Sponsor");

c) the right to involve Sponsor´s scientific personnel in the scientific activities: writing manuscripts, writing abstracts for the congresses, ect. (in this study: **xxx**);

The Parties are obliged to mention by name each other's scientific personnel in every published document resulting from this study.

d) the right for Sponsor's scientific personnel to be present at Institution's nuclear med. Department while performing PET/CT scans; this right will not be applied if patient refuses his personal presence.

5. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

The Parties mutually undertake to keep the contents of this Agreement secret and confidential vis-à-vis any third party except to the extent that the relevant facts are publicly known or disclosure is required by applicable law or regulation or in order to implement the Agreement. Neither of the Parties hereto shall issue any public announcement or advertisements relating to the sale and transfer hereunder until after the Closing Date and then only in terms agreed between the Parties save as may be required by applicable law or regulation. The parties agree that the Agreement can be officially submitted to the Register of Agreements according to law No. 340/2015 Sb. in the Czech Republic.

6. GOVERNING LAW / ARBITRATION

This Agreement shall be governed exclusively by the substantive laws of the Republic of Austria excluding any conflict of law provisions. This shall also apply to the issue of the Conclusion of this Agreement as well as to the legal consequences of its after-effect.

All disputes arising out of this contract or related to its violation, termination or nullity shall be, unless settled amicably within 60 (sixty) days from the date of either party's claim against the other, finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna Vienna Rules) by an arbitrator appointed in accordance with these Rules. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The provisions on expedited proceedings are applicable. The place of arbitration shall be Vienna, Austria.

7. NOTICES

1. All declarations, notices or other communications hereunder (the "Notices") shall be done in writing in the English language and delivered by hand or by courier or by facsimile or email to the person at the addresses set forth below, or such other addresses as may be designated by the respective party to the other party in the same manner. Confirmation of receipt must be obtained.

2. Any Notice to be given to the Sponsor hereunder shall be addressed to:

   IASON GmbH, xxx
   Feldkirchner Straße 4

A-8054 Graz-Seiersberg
Fax xxx
E-mail: xxx

3. Any Notice to be given to Institution hereunder shall be addressed to:

Masaryk Memorial Cancer Institute
Žlutý kopec 7, 656 53 Brno, Czech Republic

Contact person: xxx

Fax xxx
E-mail: xxx

4 The Parties shall communicate any change of their respective addresses set forth above as soon as possible to the respective other Party.

8. MISCELLANEOUS

1. Each Party shall bear the costs and expenses in connection with the preparation, execution and consummation of this Agreement, including, without limitation, any and all fees and charges of its advisors.

2. This Agreement constitutes the full understanding of the Parties and the complete and exclusive statements of the terms and conditions of the Parties' agreements relating to the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, that may exist between the Parties with respect to the subject matter of this Agreement or parts thereof. There are no side agreements to this Agreement.

3. Any amendment, supplementation or suspension of this Agreement, including of this provision, shall be valid only if made in writing and signed by both contractual parties, except where a stricter form (e.g. notarization) is required under applicable law.

4. Should any provision (including non-compete provisions) of this Agreement be or become invalid or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision as comes closest to the economic intent and purpose of such invalid or unenforceable provision as regards subject-matter, amount,

time, place and extent. The aforesaid shall apply mutatis mutandis to any gap in this Agreement;

5. This sponsoring agreement can not be modificated or changed until approved by the consent of both parties.

Place, Date: Graz 15. 11. 2018	Place, Date: Brno 22. 11. 2018
IASON GmbH	Masaryk Memorial Cancer Institute
Mag. Christoph Artner	**prof. Jan Žaloudík, M.D., Ph.D**
Founder and Director	Director