

Purchase of Services Framework Agreement

between

Bayer, spol. s r.o.
Karadžičova 2 Twin City, block A
811 09 Bratislava, Staré Mesto
Slovakia

and

Trenčianska univerzita Alexandra Dubčeka
Študentská 2
911 50 Trenčín
Slovakia
ID 31118259
TAX ID 2021376368
VAT ID SK2021376368

The Parties agree as follows:

Article 1 Definitions

Annex D contains a list of defined terms, which, when used in this Agreement shall have the respective meaning set forth in Annex D.

Article 2 The Parties' Primary Obligations

2.1 Partner's obligations

This Agreement shall govern certain categories of Services as set forth in Annex Framework of Services, which Bayer may purchase from time to time

from Partner under this Agreement. Binding individual purchase obligations shall only take effect on the basis of (i) the issuance of a PO.

2.2 Remuneration, Payment, Taxes

- a) As consideration for the performance of the obligations set forth herein, Bayer shall pay to Partner the remuneration set forth in further detail in Annex P.
- b) All payments hereunder shall be invoiced and effected in accordance with the payment terms and instructions set forth in Annex P.
- c) The remuneration is exclusive of VAT. If VAT is legally owed by Partner, VAT applies and shall be invoiced additionally by Partner. VAT has to be paid by Bayer after receipt of a correct invoice, which meets all legal requirements according to the applicable tax law.

2.3 Subcontracting

Any subcontracting of the obligations set forth in this Agreement to a Third Party shall be subject, on a case-by-case basis to Bayer's prior written approval.

Article 3 Covenants

3.1 Confidentiality

- a) For the term of this Agreement and for a period of 10 years thereafter, the receiving Party shall keep strictly confidential and agrees not to disclose to any Third Party, or use for any purpose other than the performance of this Agreement, any Confidential Information without the prior written approval of the disclosing Party. The receiving Party shall only disclose Confidential Information to its employees, advisors or Affiliates to the extent they need to know it to implement this Agreement, provided that the respective employee, advisor or Affiliate, in each case, is under substantially the same confidentiality obligation as set forth in this Agreement.
- b) The confidentiality obligations shall not apply to the extent that the receiving Party or its Affiliates, employees or advisors are required to disclose Confidential Information under Applicable Laws; provided that the receiving Party shall give prior written notice thereof to the disclosing Party and sufficient opportunity and collaboration to prevent or limit any such disclosure or to request confidential treatment thereof.
- c) Upon request by the disclosing Party, the receiving Party shall either return, delete or destroy Confidential Information. However, this obligation shall not apply to one copy of the Confidential Information stored in a secure place for the sole purpose of evidence as well as copies of Confidential Information, which are required to be retained under Applicable Laws or copies which have been created by automatic backup

systems, provided that the confidentiality obligations herein shall continue to apply.

3.2 Compliance with Applicable Laws

In connection with the implementation of this Agreement, the Parties shall comply with all Applicable Laws. The Parties shall inform each other if they become aware of violations of Applicable Laws in relation to the implementation of this Agreement. Bayer shall be entitled to evaluate the compliance of Partner, either by assessment (online, paper questionnaire, etc.) or by an onsite audit.

3.3 Sustainability

Partner shall organize its business with Bayer in compliance with the Bayer Supplier Code of Conduct (available via <http://www.supplier-code-of-conduct.bayer.com>). Bayer shall have the right to evaluate the sustainability performance of Partner, either by assessment (online, paper questionnaire, etc.) or by an onsite audit upon reasonable prior notice, executed directly by Bayer or by a third party. The sustainability performance shall be evaluated by comparing it with the Bayer Supplier Code of Conduct principles.

3.4 Insurance

Partner shall maintain insurance coverage as set forth in Annex I.

3.5 Interaction with Healthcare Professionals

Partner shall not interact with any HCx (i) on behalf of Bayer, or (ii) in order to provide Products or Services to Bayer, in each case without the prior written consent of Bayer, and in view of Applicable Laws, without agreeing upon further reasonable terms and conditions regarding such interaction.

3.6 Intellectual Property Rights

The Parties agree on the ownership and use rights according to Annex IPR.

Article 4 Representations and Warranties

4.1 Representations and Warranties

- a) Partner represents and warrants that all Services provided hereunder shall be provided free of any Defects.
- b) Should Bayer detect Defects, Bayer agrees to inform Partner within 10 Business Days of detection.

In case Partner delivers Products to Bayer (if any) in addition to the provision of Services, the following shall apply with regard to such Products:

- c) Partner represents and warrants that all Products delivered to Bayer under this Agreement are, at the time of delivery, free of any Defects.
- d) Bayer shall inspect, reasonably after delivery, whether the Product has obvious Defects. Obvious Defects shall be notified to Partner within 10 Business Days from delivery. If no such notice is provided, Product shall be deemed free of obvious Defects.
- e) Should Bayer later detect Defects, Bayer agrees to inform Partner thereof within 10 Business Days of detection.

4.2 Liability, Remedies

- a) In the event of a breach of any of the obligations, covenants or representations and warranties set forth in this Agreement, the Party not in breach shall first give the other Party the opportunity to remedy the breach within a reasonable period of time, provided the breach is capable of being cured and such opportunity is appropriate. Should the breaching Party fail to cure such breach, then the other Party shall be entitled to cure the breach itself at the reasonable cost of the breaching Party. The provisions on termination rights due to material breach under this Agreement shall remain unaffected.
- b) Should the breaching Party fail to cure such breach or shall no opportunity for remedy be feasible or appropriate, then the other Party shall be entitled to (i) in case of a breach of representations or warranties reasonably reduce the remuneration or withdraw from the underlying purchase and (ii) to receive compensation from the breaching Party for any Damages incurred as a consequence of the breach.

4.3 Limitations of Liability

- a) Notwithstanding anything provided for in this Agreement, a Party's liability under this Agreement shall be limited to an amount of EUR - Euro Member Countries, Euro 700.0 per event during which the liability occurred.
- b) Nothing in this Agreement shall exclude or limit a Party's liability (i) as a result of such Party's willful misconduct, tort or gross negligence, (ii) as a result of the death, an injury or damage to human health caused by such Party, or (iii) for other matters, for which liability, under the Applicable Laws, cannot be lawfully excluded or limited.

4.4 Exclusive Remedies

Without prejudice to the termination rights set forth in this Agreement, the remedies set forth in this Agreement for breach of the obligations, covenants, representations and warranties are in lieu of all other remedies provided for under Applicable Laws and the Parties hereby disclaim all other representations and warranties, whether express or implied, including implied representations and warranties of merchantability and/or fitness for a particular use and/or purpose to the extent legally possible.

Article 5

Term and Termination

5.1 Term

This Agreement shall start upon signature and/or an equivalent local act under Applicable Laws by both Parties and unless earlier terminated as provided herein, shall have an initial term until 31 October 2021. Thereafter, the Agreement shall automatically renew for successive periods of 0 months, unless terminated by one of the Parties with 1.0 months' prior written notice to the end of the initial period or any successive period.

5.2 Ordinary termination rights

Bayer may terminate this Agreement and/or any PO referring to this Agreement upon 14 Business Days' written notice to Partner at any time without cause.

5.3 Termination / Survival of Open POs

- a) Unless expressly stated otherwise therein, the expiration or termination of this Agreement does not affect the validity of individual PO issued by Bayer or any Bayer Affiliate, as the case may be, with reference to this Agreement, and this Agreement (but solely with respect to such PO) shall continue until the expiration date of such PO; however such PO may be terminated separately in accordance with the relevant terms and conditions.
- b) Each Party may, without prejudice to any other right or remedy under this Agreement or otherwise, terminate any individual PO hereunder, as applicable, according to the Material Breach-provisions applicable to this Agreement.

5.4 Extraordinary termination rights

- a) Each Party may, without prejudice to any other right or remedy under this Agreement or Applicable Laws, terminate this Agreement with immediate effect by giving unilateral written notice, if the other Party has materially breached this Agreement and such breach has not been cured within 20 Business Days following written notice from the terminating Party or, if not capable of being cured within said 20 Business Days period, immediately. A material breach includes, but is not limited to, a significant breach of representations and warranties under this Agreement.
- b) Each Party may, without prejudice to any other right or remedy under this Agreement or Applicable Laws, terminate this Agreement by giving unilateral written notice in case of (i) the filing of a voluntary or involuntary petition in bankruptcy by or against the other Party or (ii) the liquidation of the other Party.

5.5 Force Majeure

Where a Party is unable, wholly or in part, by reason of a Force Majeure Event to carry out its obligations under this Agreement, the non-performing Party shall be exempt from liability for non-performance of its duties and obligations pursuant to this Agreement (excluding obligations to effect payments) due to such Force Majeure Event, provided that the non-performing Party notifies the other Party in writing within 5 Business Days of the existence of such Force Majeure Event. The other Party shall be entitled to take all appropriate steps to mitigate the effects of the Force Majeure Event. If, after 1 month following notification of the Force Majeure Event, such condition persists, the other Party may terminate this Agreement in whole or in part, to the extent affected by the Force Majeure Event. Otherwise, Bayer and Partner shall agree upon a reasonable resumption of this Agreement.

5.6 Effect of Termination

In the event of a termination of this Agreement or any PO referencing this Agreement, as the case may be, entirely or partially,

- a) Bayer's only responsibility to Partner shall be to pay Partner for Services actually performed through the effective date of termination and to reimburse Partner for permitted expenses actually incurred by Partner during such time which cannot be terminated, cancelled or reasonably used for other purposes by Partner. In any case Partner shall use, after notification of termination, reasonable commercial efforts to avoid the occurrence of any further costs which do not correspond to a benefit for Bayer and to redirect any planned capacities and expenses, and
- b) Bayer shall have no liability or obligation to Partner for any lost costs, including lost opportunity, lost overhead or lost profits for terminating the Agreement or any purchase order or statement of work referencing this Agreement and Partner shall have no other remedy other than that expressly provided herein.

Article 6 Miscellaneous

6.1 Use of Affiliates

Unless stipulated otherwise in this Agreement, the use of Affiliates or such Affiliates' right to exercise rights and perform obligations under this Agreement shall be subject to the other Party's prior consent, which shall not be unreasonably withheld. *Inter alia*, regulatory requirements or specific confidentiality interests shall be considered reasonable to withhold such consent. In addition, in each case where an act or omission is required by a Party's Affiliate pursuant to this Agreement, (i) such Party shall cause and compel such Affiliate to perform such obligation and comply with the terms of this Agreement and (ii) any breach of the terms or conditions of this Agreement by such Affiliate shall be deemed a breach by such Party of such terms or conditions.

6.2 Assignability

This Agreement or any rights or obligations under this Agreement may not be assigned in full or in part by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Each Party may, however, assign this Agreement to any Affiliate of such Party, or to a Third Party in connection with the sale or transfer of all or substantially all of (i) its business, (ii) a given business unit or (iii) a given site, or in connection with a merger or other consolidation of a Party or any of its Affiliates with a Third Party.

6.3 Severability

If a provision of this Agreement is found by any Governmental Authority to be wholly or partly illegal, invalid, void, voidable or unenforceable, it shall, to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable and the remaining provisions shall continue in full force and effect.

6.4 Governing Law

This Agreement and all matters relating to this Agreement shall be governed by and construed in accordance with the laws of the country, in which Bayer is incorporated (without giving effect to the choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG)).

6.5 Dispute Resolution

The exclusive jurisdiction for any claim or matter, whether of a contractual or a non-contractual nature, arising under or in connection with this Agreement shall be finally settled by the competent courts of the country in which Bayer is incorporated.

6.6 Entire Agreement, Amendments

- a) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any reference to standard terms and conditions by either of the Parties is considered void.
- b) This Agreement, including this provision, may only be amended either (i) by a written instrument duly executed by the Parties (ii) or in the form pursuant to which this Agreement was signed.
- c) The Parties agree that any additional or different terms and conditions proposed by a Party (including any terms and conditions contained in any document incorporated by reference into a PO or any other general terms and conditions of a Party) are hereby objected to and rejected by the other Party and shall be deemed a material alteration, which shall not be valid unless expressly assented to in writing by the other Party. Furthermore, no Party shall be bound by any “disclaimers” or “click to approve” terms or conditions now or hereafter contained in any website used in connection with the Products/Services or the PO. The course of dealing and conduct of the Parties shall not cause a result contrary to that specified herein.

Bayer, spol. s r.o.

Trenčianska univerzita Alexandra
Dubčeka

(Place)

(Date)

(Place)

(Date)

Name: PharmDr. Adriana
Funderáková Beňová
Function: proxy

Name: doc. Ing. Jozef Habánik, PhD.
Function: rector

Annex D

The following terms shall have the respective meanings set forth below:

Bayer shall mean Bayer, spol. s r.o., Karadžičova 2 Twin City, block A, 811 09 Bratislava, Staré Mesto, Slovakia.

Partner shall mean Trenčianska univerzita Alexandra Dubčeka, Študentská 2, 911 50, Trenčín, Slovakia.

Affiliate of a Party shall mean any individual, corporation or other business entity that, either directly or indirectly, controls such Party, is controlled by such Party, or is under common control with such Party. As used herein, "control" means the power to direct the decisions of an entity by possession of more than 50% of the voting rights in an entity, by contract, or otherwise.

Agreement shall mean this Agreement including its Annexes.

Applicable Laws shall mean all laws (including local labour laws), orders, statutes industry codes, regulations, ordinances, decrees, rules or other requirements with similar effect of any Governmental Authority and applicable to the Parties when implementing this Agreement.

Business Day shall mean a day on which banks are generally open for business at the corporate seat of one of the Parties.

Confidential Information shall mean the content of this Agreement, and any information relating to the subject matter of this Agreement, which the receiving Party receives from the disclosing Party or its Affiliates. Confidential Information shall not include information that (i) was or becomes generally available to the public other than as a result of an unauthorized disclosure by the receiving Party or any of the receiving Party's Affiliates; or (ii) was or becomes available to the receiving Party or any of its Affiliates on a non-confidential basis from a source other than the disclosing Party or its Affiliates; provided that such source was under no duty to maintain confidentiality to Bayer or its Affiliates; or (iii) was known to the receiving Party before the date of its disclosure to the receiving Party by the disclosing Party; or (iv) was or is developed independently by the receiving Party or any of its Affiliates without using Confidential Information.

Damages shall mean actual losses, liabilities, damages, claims (including Third Party claims) and expenses actually incurred by a Party or its Affiliates as a consequence of a breach of any obligation, covenant or representation and warranty under this Agreement by the other Party if and to the extent these are typically comprised by the purpose and intent of the respective contractual provision that has been breached.

Defect shall mean (i) with respect to a Product any event, in which a Product does not comply with the Specifications or Applicable Laws at the time of delivery or (ii) with respect to a Service any event, in which a Service does not comply with the terms and conditions of the Agreement including its Annexes, applicable professional standards or Applicable Laws.

Force Majeure Event shall mean an act, event or cause beyond that Party's reasonable control (including but not limited to, fire, strikes not related to decisions, omissions of the Party, flood, earthquake, explosion, epidemic, riot, civil unrest, rebellion, act of God, war or war like hostilities or threat of war, terrorist activities) and not resulting in any way from its negligence or willful misconduct.

Governmental Authority shall mean any entity or body exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to governments (including courts), and any multinational organization or body (including the European Commission).

HCx shall mean:

healthcare organization, i.e. an organization that is typically comprised of healthcare professionals and/or provides healthcare to human or animal patients and/or conducts healthcare research, and/or

healthcare professional, i.e. any member of the medical, dental, veterinary, pharmacy or nursing professions or any other person who in the course of his or her professional activities may prescribe, recommend, purchase, supply, administer or provide information about any Bayer Product.

Party shall mean either Bayer or Partner, and **Parties** shall mean both of Bayer and Partner.

Product shall mean any goods delivered under this Agreement together or in connection with the Services as specified in Annex Scope of Services or in Annex Framework of Services, as the case may be.

Purchase Order/ PO shall mean purchase order, i.e. the acceptance of a specific offer of Partner or an offer by Bayer to be accepted by Partner.

Services shall mean the services to be delivered under either a PO, including any work products to be completed and any deliverables to be delivered to Bayer as an output of such work, as specified in more detail in the PO, as the case may be.

Third Party shall mean any person or legal entity that is neither a Party nor an Affiliate.

VAT shall mean value added tax on goods and/or services in terms of the applicable tax law.

Annex Framework of Services

of Service	Description
erence support	support of the conference Pharmacoeconomics in Slovakia XLI., which will take place on June 2, 2021 in Bratislava, in the congress hall of the SZU, in a combined i.e. full-time and distance form.

Annex I – Insurance

General

Partner shall, during the term of this Agreement, at its cost, obtain, carry and keep in force insurance coverage with reputable carriers on terms and conditions reasonably acceptable to Bayer in at least the minimum amounts set out below. Upon Bayer's reasonable request, Partner shall provide certificates of liability insurance evidencing the required insurance. Partner's fulfillment of the obligations of this Annex shall not, of itself, in whole or in part, satisfy or fulfill its indemnity, liability or other obligations owing under this Agreement or applicable law. It is further expressly understood that Bayer does not, in any way, represent that the types and minimum limits of insurance specified herein are sufficient or adequate to protect Partner's interests or liability.

This Clause 1 shall apply accordingly to any Partner Affiliate.

2. Specifics

For the provision of services and/or supply of products provided by Partner or a Partner Affiliate with a business seat in Slovakia the following shall apply:

a. Supply of services to Bayer:

Partner shall, during the term of this Agreement, at its sole cost, obtain, carry and keep in force a general/public liability and a professional liability/ professional indemnity / errors & omission insurance.

The minimum coverage of the general/public liability insurance shall at least amount to EUR 1 million per occurrence and twice in the annual aggregate.

The minimum coverage of the professional liability/ professional indemnity / errors & omission insurance shall be equivalent of EUR 0.5 million per occurrence and twice in the annual aggregate.

This Clause 2 shall apply accordingly to any Partner Affiliate.

3. For services provided by a Partner Affiliate in any other country the terms and conditions under Clause 2 shall apply accordingly, except that in case Partner Affiliate has a business seat outside the European Union or the European Economic Area the provisions on the environmental damage liability shall not apply; unless otherwise agreed in a CPA.

The parties of a CPA may agree that its terms and conditions shall apply to all services of Partner Affiliates with a business seat in such country; irrespective of the specific legal entities having entered into such CPA.

Annex IPR – Intellectual Property Rights

1. Definitions

- 1.1. **Specifically Developed Deliverables** shall mean Deliverables which Partner (including its employees and subcontractors) fabricates, develops or achieves by providing Services to Bayer under the Agreement which are not based on pre-existing works of Partner; this shall include in particular Deliverables that were specifically developed for Bayer.
- 1.2. **Customized Deliverables** applies to Deliverables which Partner (including its employees and subcontractors) fabricates, develops or achieves by providing Services to Bayer under the Agreement which are based on pre-existing works of Partner.
- 1.3. **Non-Contractual Deliverables** applies to Deliverables which Partner fabricates, develops or achieves outside of and independent from by providing Services to Bayer under the Agreement.
- 1.4. **Deliverables** shall include all inventions, patents, trademark rights and other labelling rights, copyrights (including computer software (in all phases of development)), ancillary copyrights, design rights, and other intellectual property rights as well as all rights in documents or data which are developed or fabricated in association with the creation of the Deliverable.

2. Specifically Developed Deliverables

If the law governing the Agreement acknowledges the legal concept “work for hire”, the Specifically Developed Deliverables shall constitute “work for hire” and the statutory provisions applicable for work for hire shall apply in this context. If the law governing the Agreement does not acknowledge such legal concept or, if it acknowledges such legal concept, to the extent not in contradiction to such legal concept, the following shall apply:

- 2.1. Bayer shall be exclusively entitled to all rights in Specifically Developed Deliverables and all Specifically Developed Deliverables shall be considered a work made for hire.
- 2.2. Partner hereby irrevocably assigns to Bayer all rights in Specifically Developed Deliverables. Bayer hereby accepts the assignment.
- 2.3. As far as an assignment of rights pursuant to the above is not legally possible (e.g. with regard to copyrights), Partner hereby irrevocably grants to Bayer an exclusive and perpetual right of use with respect to all kinds of Specifically Developed Deliverables for all known purposes, including non-operating purposes, without any restrictions on territory and content. Bayer hereby accepts such grant. The right of use includes Bayer’s right to use and exploit the Deliverables in a tangible or intangible manner, against remuneration or free of charge – for any known and unknown types of use –, in particular to communicate them to the public, to make them available to the public, to reproduce, to distribute and to exhibit

them. The right of recitation, performance, demonstration and broadcasting as well as the authorization to record the Deliverables digitally or analogically on image, data and sound carriers of all types and to reproduce and distribute these for their part, shall also be included. This also applies to the Deliverables' inclusion in databases, including existing data.

- 2.4. All of the rights set out above are granted or assigned to Bayer as exclusive rights (also towards Partner) at the time of origination of each such right and can be used and exploited wholly or partly, also in the form of an exclusive or non-exclusive authorization, by Bayer at its own discretion. Bayer shall be entitled to transfer, wholly or partly, individual or all rights assigned or granted pursuant to the above to third parties without Partner's consent and to grant exclusive or non-exclusive rights of use to third parties.
- 2.5. Bayer shall be authorized – while respecting the Deliverable's intellectual character – to edit and amend wholly or partly the Deliverables and to exploit them in their amended form subsequently. Bayer shall decide on the publication of the Deliverables. Partner shall not be authorized to autonomously publish Deliverables.
- 2.6. Partner shall, at the request and – where appropriate – at the expense of Bayer, carry out all actions, grant its assistance and make all declarations that are required domestically and abroad in relation to the assignment, granting or exercise of the rights set out above.
- 2.7. Partner shall ensure that all rights assigned or licensed according to the above are valid or (to the extent possible) validly applied for and that Partner owns (to the extent legally possible) all right, title and interest in these rights, is free to transfer them to Bayer, and that all necessary third-party consents have been obtained.
- 2.8. Partner shall ensure that employees, managing directors, freelancers, consultants and other personnel involved in the creation of the Specifically Developed Deliverables have completely transferred to the extent legally possible their intellectual property rights in Specifically Developed Deliverables created by them during their period of service for Partner to Partner. For that purpose, and if the governing law acknowledges the legal concept "work for hire", Partner will enter into written and signed agreements with employees, managing directors, freelancers, consultants and other personnel involved in the creation of the Specifically Developed Deliverables and determine in these agreements, that the Deliverables shall be considered a work made for hire in favor of the Partner. Where applicable, Partner shall unrestrictedly claim employee inventions embodied in Specifically Developed Deliverables and made by employees.
- 2.9. All Specifically Developed Deliverables form an integral part of the contractual obligations set out in the Agreement. All of Partner's entitlements to remuneration with respect to Specifically Developed Deliverables are fully compensated with the agreed remuneration

pursuant to the Agreement. Partner shall duly pay all remuneration due to its employees, managing directors, freelancers, consultants and other personnel in relation to Specifically Developed Deliverables.

3. Customized Deliverables

3.1. The provisions on Specifically Developed Deliverables apply accordingly to Customized Deliverables to the extent that pre-existing works of Partner have been customized for Bayer. Therefore, all intellectual property rights in Customized Deliverables are assigned or a right of use is granted to Bayer pursuant to the articles above under Specifically Developed Deliverables.

3.2. Partner retains the ownership in the pre-existing works underlying the Customized Deliverables. Partner hereby irrevocably grants to Bayer a non-exclusive, royalty-free and fully paid-up right of use with respect to the pre-existing works underlying the Customized Deliverables, for all known and unknown purposes, including non-operating purposes, in particular to use, reproduce, distribute, publish, make available to the public and modify, without any restrictions on time, territory and content, and to the extent required for Bayer to fully exploit, in a tangible or intangible manner, the rights granted in the Customized Deliverables. Bayer hereby accepts such grant.

4. Non-Contractual Deliverables

Partner retains all rights in Non-Contractual Deliverables.

Annex P – Prices

1. Fixed price for Product or Service throughout the term of the Agreement

Partner shall only invoice Bayer together with or after delivery of Products respectively when Services have been completed. Ongoing Services shall be invoiced on a monthly basis.

Bayer shall issue a PO with a unique PO number as well as stating the address to which invoices shall be sent. Partner acknowledges that Bayer can only process invoices clearly indicating the relevant PO number and having been sent to the correct address. Partner shall use reasonable commercial efforts to take part in electronic invoicing, if requested by Bayer.

Bayer shall pay invoiced amounts due to Partner within 30 (thirty) days from the date of Bayer's receipt of Partner's invoice issued in accordance with this Agreement, except for any amounts disputed by Bayer, in which case Bayer shall so notify Partner and the Parties agree to work in good faith to promptly resolve any such disputes.

The prices shall be lump prices and comprise the entire remuneration payable to Partner for the provision of Services hereunder.

1.1. Supply of Services

For the delivery of Services, Partner shall be entitled to invoice the following prices:

Type of Service [matching the descriptions of Annex Scope of Services]	Price in [currency]
conference support	700 EUR

2. Withholding Tax Clause

Any party required to make a payment pursuant to the Agreement shall be entitled to deduct and withhold from the amount payable the tax for which the paying party on behalf of the payee is liable under any provisions of tax law. If the withholding tax rate is reduced according to the regulations in a double tax treaty no deduction shall be made or a reduced amount shall be deducted only if the paying party is timely furnished with necessary documents (for example in Germany a "Freistellungsbescheid") by the payee issued from the relevant tax authority (for example in Germany the "Bundeszentralamt für Steuern"), certifying that the payment is exempt from tax or subject to a reduced tax rate. Any withheld tax shall be treated as having been paid by the paying party to the payee for all purposes of the Agreement. The paying party shall timely forward the tax receipts certifying the payments of withholding tax on behalf of the payee. In case the paying party must pay but cannot deduct the withholding tax due to the fulfilment and completion of the payment obligation by settlement or set-off, the payee will pay the withholding tax to the paying party separately. If

the paying party failed to deduct withholding tax but is still required by tax law to pay withholding tax on account of the payee to the tax authorities, the payee shall assist the paying party with regard to all procedures required in order to obtain reimbursement by tax authorities or, in case tax authorities will not reimburse withholding tax to the paying party, the payee will immediately refund the tax amount.

3. Additional optional price relevant conditions

3.1. Quotation

Prior to performing Services for Bayer, Partner shall provide a detailed quotation specifying the related scope of work, deliverables, related timelines and total cost to Bayer (including costs of out-of-pockets expenses and third-party costs). At the request of Bayer, Partner shall also indicate if the total costs shall be a lump price or a cost estimate – in the latter case indicating a maximum price. Bayer may provide relevant quotation forms to Partner.

3.2. Lump Sum or Maximum price

If the Parties agreed on a lump sum or maximum price, then such price shall be the maximum amount of fees and expenses which Bayer shall pay under the respective Agreement or, in case of a Framework Agreement, the respective PO, unless a duly authorized Bayer representative has agreed in writing (including electronic mail) to such additional charges in advance of the costs being incurred.

3.3. Included Costs/Expenses/Travel

Bayer shall not reimburse Partner for any of Partner's administrative, organizational or other type of internal overhead costs. All such costs and expenses are included within Partner's fee as defined in this Annex P.

If explicitly agreed upon, travel expenses will be reimbursed under the general guidelines that apply for Bayer employees, unless stipulated otherwise in this Agreement or in its Annexes.

3.4. Notification

In case the Parties have not agreed on a lump or maximum price and if during the performance of the relevant Services it becomes apparent or likely that the relevant scope of work, estimated work hours or any kind of relevant expenses may have to be adjusted, leading to expected additional costs, Partner must promptly inform Bayer in writing. The Parties shall discuss in good faith an adjusted quotation. If, within 10 (ten) Business Days, the Parties cannot reach an agreement on an adjusted quotation, Bayer shall be entitled within further 3 (three) Business Days to terminate the respective Service with immediate effect. In such case, (i) Bayer shall not be liable for paying any Services or expenses in excess of those already agreed upon and (ii) Partner shall only be entitled to a part of the remuneration that corresponds to the work performed up to the date

of the termination and to reimbursement of those expenses already incurred up to the date of termination which cannot be terminated, cancelled or reasonably used for other purposes by Partner. In case Bayer does not terminate the respective Service within such period, Partner shall continue to provide the Services and shall be entitled to invoice the additional costs which reasonably occur due to the required adjustment of the relevant scope of work, estimated work hours or any kind of relevant expenses.