

| Agreement ("Agreement") | Dohoda ("dohoda") |
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| <p>The Agreement is made by and between:</p> <ul style="list-style-type: none"> - TFS Trial Form Support International AB with its registered address at Box 165, SE-221 00, Lund, Sweden, registration number: 556513-1660, hereinafter "TFS", acting on behalf of IVERIC bio, Inc., with offices at Five Penn Plaza, Suite 2372, New York, NY 10001, USA, hereinafter the "Sponsor" <p>and</p> <p>Fakultná nemocnica Trenčín], with its registered office located at Legionárska 28, 911 71 Trenčín, Slovak republic, place of performance of the Study: Očná klinika fakultnej nemocnice Trenčín, Slovak republic, ID: 00610470, VAT ID: SK2021254631, represented by Ing. Tomáš Janík, MBA director(the "Institution")</p> <p>and</p> <p>MUDr. Marek Kácerik, PhD., having an address Investigator"), jointly referred to as "Parties" or separately as "Party".</p> <p>WHEREAS:</p> <ul style="list-style-type: none"> - The Parties represent and warrant that they each have the authority to enter this Agreement. - TFS Trial Form Support International AB (Box 165, SE-221 00, Lund, Sweden) is a contract research organization, and Sponsor and TFS Trial Form Support International AB have entered into an agreement | <p>Táto dohoda sa uzatvára medzi:</p> <ul style="list-style-type: none"> - TFS Trial Form Support International AB s registrovanou adresou Box 165, SE-221 00, Lund, Švédsko, registračné číslo: 556513-1660, ďalej ako "TFS", ktorá koná v mene spoločnosti IVERIC bio, Inc., s kanceláriami na adrese Five Penn Plaza, Suite 2372, New York, NY 10001, USA, ďalej ako "zadávateľ" <p>a</p> <p>Fakultná nemocnica Trenčín], so sídlom Legionárska 28, 911 71 Trenčín, Slovenská republika, miesto výkonu štúdie: Očná klinika, Slovenská republika, IČO: 00610470, IČ DPH: SK2021254631, zastúpená Ing. Tomášom Janíkom, MBA, riaditeľ ("inštitúcia")</p> <p>a</p> <p>MUDr. Marek Kácerik, PhD., s adresou ("skúšajúci"),</p> <p>jednotne uvedené ďalej ako "strany" alebo samostatne ako "strana".</p> <p>NAKOĽKO:</p> <ul style="list-style-type: none"> - Strany tvrdia a zaručujú, že každá z nich má oprávnenie na uzavretie tejto dohody. - TFS Trial Form Support International AB (PO Box 165, SE-221 00, Lund, Švédsko) je zmluvná výskumná organizácia. Zadávateľ a spoločnosť TFS Trial Form Support International AB uzavreli dohodu, ktorou |

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| <p>whereby Sponsor has transferred to TFS Trial Form Support International AB (and to all its affiliates) certain responsibilities of Sponsor including preparation, negotiation, execution and signature of contracts with institutions and investigators on behalf of Sponsor, Study management, site payments, monitoring, data management and reporting for the Study.</p> | <p>zadávateľ previedol na spoločnosť TFS Trial Form Support International AB (a všetky jej pridružené spoločnosti) určité zodpovednosti zadávateľa vrátane prípravy, dohadovania, vykonania a podpisovania zmlúv s inštitúciami a skúšajúcimi v mene zadávateľa, správy štúdií, platieb pracovisku, monitorovania, správy údajov a hlásení pre štúdiu.</p> |
| <ul style="list-style-type: none"> - TFS Trial Form Support International AB acts also in the Study as Sponsor's Legal Representative for the European Union, in the meaning and within the scope of Directive 2001/20/EC of the European Parliament and of the Council. | <ul style="list-style-type: none"> - Spoločnosť TFS Trial Form Support International AB koná v štúdii aj ako právny zástupca zadávateľa pre Európsku úniu v zmysle a v rozsahu pôsobnosti smernice Európskeho parlamentu a Rady 2001/20/ES. |
| <ul style="list-style-type: none"> - The Sponsor expresses its sincere appreciation for Institution's and Investigator's interest in and the time and effort spent toward preparing for participation in a clinical trial "A Phase 3 Multicenter, Random-ized, Double Masked, Sham-Controlled Clinical Trial to Assess the Safety and Efficacy of Intravitreal Administration of ZimuraTM (Complement C5 Inhibitor) in Patients with Geographic Atrophy Secondary to Age-Related Macular Degeneration", hereinafter the "<u>Study</u>" (EudraCT number: 2020-000676-38), under the protocol no. ISSE2008, hereinafter the "<u>Protocol</u>". | <ul style="list-style-type: none"> - Zadávateľ vyjadruje svoje úprimné ocenenie záujmu inštitúcie a skúšajúceho a času a úsilia vynaloženého na prípravu účasti na klinickom skúšaní „Randomizované, multicentrické, dvojito maskované, simulované kontrolované klinické skúšanie vo fáze 3 na posúdenie bezpečnosti a účinnosti intravitreálneho podávania lieku ZimuraTM (inhibítora komplementu C5) u pacientov s geografickou atrofiou spôsobenou vekom podmienenou degeneráciou makuly.“, dalej ako „štúdia“ (číslo EudraCT: 2020-000676-38), podľa protokolu č. ISSE2008, dalej ako „protokol“. |
| <ul style="list-style-type: none"> - The Sponsor would like to compensate the Institution and the Investigator for the time, effort and cost they may have incurred by performing start-up activities in preparation for the Study. | <ul style="list-style-type: none"> - Zadávateľ by rád vynahradil inštitúciu a skúšajúcemu čas, úsilie a náklady, ktoré im mohli vzniknúť vykonaním počiatočných aktivít v rámci prípravy na štúdiu. |
| <p><u>IT HAS BEEN AGREED AS FOLLOWS:</u></p> | <p><u>DOHODLI SA NASLEDOVNE:</u></p> |
| <p><u>ARTICLE 1 – COMPENSATION</u></p> | <p><u>ČLÁNOK 1 – KOMPENZÁCIA</u></p> |
| <p>1.1. In consideration of the start-up activities performed to date, along with applicable policy and</p> | <p>1.1. S ohľadom na doteraz vykonané počiatočné aktivity spolu s príslušnou politikou</p> |

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| <p>legislation, the Sponsor through TFS agrees to make the following <u>one-time payment</u>:</p> <ul style="list-style-type: none"> • to <u>Institution</u>: 534 € • to <u>Investigator</u>: | <p>a legislatívou sa zadávateľ prostredníctvom TFS zaväzuje vykonať nasledujúcu <u>jednorazovú platbu</u>:</p> <ul style="list-style-type: none"> • <u>inštitúcii</u>: 534 € • <u>skúšajúcemu</u>: |
| <p>1.2. Payment will be made within 60 days upon the receipt of an adequate invoice/bill providing sufficient detail with respect to the services rendered.</p> | <p>1.2. Platba bude vykonaná do 60 dní od prijatia príslušnej faktúry poskytujúcej dostatočné podrobnosti ohľadom poskytovaných služieb.</p> |
| <p>1.3. Invoices should be emailed to:</p> | <p>1.3. Faktúry sa budú zasielať e-mailom na adresu:</p> |
| <p>1.4. Payment will be credited to:</p> | <p>1.4. Platba bude pripísaná na účet:</p> |

INSTITUTION/INŠTITÚCIA:

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| Account holder/Vlastník účtu | Fakultná nemocnica Trenčín |
| Bank/Banka | Štátnej pokladnice |
| IBAN | SK23 8180 0000 0070 0028 0438 |
| BIC (SWIFT-Code) | SPRSRSKBAXXX |
| Currency/Mena | Euro |
| VAT-ID/IČ DPH | SK2021254631 |
| Reference/Referencia | [invoice number]/[číslo faktúry] |

INVESTIGATOR/SKÚŠAJÚCI:

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| Account holder/Vlastník účtu | MUDr. Marek Káčerik, PhD. |
| Bank/Banka | |
| IBAN | |
| BIC (SWIFT-Code) | |
| Currency/Mena | |
| VAT-ID/IČ DPH | - |
| Reference/Referencia | [invoice number]/[číslo faktúry] |

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| <p>1.5. The Parties hereby agree that the abovementioned payment represents fair market value for services rendered including all study start-up activities related to the Study, and upon receipt of the payment, neither Party has any further obligation to the other with respect to the Study, except for obligations of</p> | <p>1.5. Zmluvné strany sa týmto dohodli, že vyššie uvedená platba predstavuje spravodlivú trhovú hodnotu za poskytované služby vrátane všetkých činností spojených so začatím štúdie a týkajúcich sa štúdie, a po prijatí platby nemá žiadna zo zmluvných strán v súvislosti so štúdiom žiadne ďalšie povinnosti</p> |
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| <p>confidentiality and non-disclosure.</p> | <p>voči druhej, s výnimkou povinnosti mlčanlivosti a zachovania dôvernosti.</p> |
| <p>1.6. <i>Remuneration will be paid in Euros (€).</i></p> | <p>1.6. <i>Odmena bude vyplatená v eurách (€).</i></p> |
| <p><u>ARTICLE 2 – CONFIDENTIALITY</u></p> | <p><u>ČLÁNOK 2 – DÔVERNOSŤ</u></p> |
| <p>2.1. The Institution and the Investigator shall keep confidential all information supplied, directly or indirectly by TFS/Sponsor (collectively, "Confidential Information").</p> <p>The Institution and the Investigator shall refrain from making any use of the Confidential Information.</p> | <p>2.1. Inštitúcia a skúšajúci zachovávajú mlčanlivosť o všetkých informáciách poskytnutých priamo alebo nepriamo spoločnosťou TFS/zadávateľom (súhrne ako „dôverné informácie“).</p> <p>Inštitúcia a skúšajúci sa vyhýbajú akémukoľvek použitiu dôverných informácií.</p> |
| <p>2.2. The above obligations shall not apply to such part of the information and/or results which:</p> <ul style="list-style-type: none"> - at the time of disclosure by TFS/Sponsor for the information or at the time of availability for the results, were in the public domain, or - come into the public domain thereafter otherwise than by a fault of the Institution or the Investigator, or - the Investigator or the Institution can show in writing were known to them prior to the time of disclosure by TFS/Sponsor, or - the Investigator or the Institution can prove to have obtained from an independent third party having an unrestricted right to disclose them. | <p>2.2. Vyššie spomenuté povinnosti sa nevzťahujú na takú časť informácií a/alebo výsledkov, ktoré:</p> <ul style="list-style-type: none"> - boli verejným majetkom v čase zverejnenia spoločnosťou TFS/zadávateľom na účely informovania alebo v čase sprístupnenia výsledkov, alebo - nadobudli stav verejného majetku potom, inak ako pochybením inštitúcie alebo skúšajúceho, alebo - skúšajúci alebo inštitúcia môžu písomne preukázať, že im boli známe pred časom zverejnenia spoločnosťou TFS/zadávateľom, alebo - skúšajúci alebo inštitúcia môžu dokázať, že ich získali od nezávislej tretej strany, ktorá má neobmedzené právo na ich zverejnenie. |
| <p>2.3. This secrecy and non-use obligation under provisions 2.1. and 2.2. shall remain valid during the term of this Agreement and</p> | <p>2.3. Táto povinnosť zachovania mlčanlivosti a nepoužívania podľa ustanovení 2.1. a 2.2. zostáva platná počas platnosti</p> |

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| <p>for a period of 25 years thereafter.</p> <p><u>ARTICLE 3 – DATA PROTECTION</u></p> <p>The Parties shall comply with all applicable laws and regulations relating to the protection of the personal data, especially General Data Protection Regulation 2016 /679 of the 27th of April 2016 ("GDPR") and national laws in countries where the services are being performed.</p> <p><u>ARTICLE 4 - MISCELLANEOUS</u></p> <p>4.1. <i>The Agreement shall become effective on the day following the day of its publication in the Slovak Agreements Register (www.crz.gov.sk) (the "Effective Date") and shall remain effective until the payment indicated in Section 1.1 above is performed (except for provisions explicitly stipulated herein to survive the term of this Agreement).</i></p> <p>4.2. The Parties' signatures below indicate that all Parties agree:</p> <ul style="list-style-type: none"> a) Sponsor shall issue a one-time payment in the amount indicated in Section 1.1 above for study start-up services rendered in preparation for the Study, b) that this payment represents fair market value for services rendered, c) that the services rendered were completed solely in preparation for partaking in the Study, d) that neither IVERIC, nor TFS, nor the Institution, nor the Investigator have any outstanding obligation to execute a clinical trial agreement relating to the Study or any other clinical | <p>tejto dohody a po dobu nasledujúcich 25 rokov.</p> <p><u>ČLÁNOK 3 – OCHRANA ÚDAJOV</u></p> <p>Strany budú konať v zhode so všetkými platnými zákonmi a nariadeniami týkajúcimi sa ochrany osobných údajov, najmä so všeobecným nariadením o ochrane osobných údajov 2016/679 z 27. apríla 2016 ("GDPR") a s národnými zákonmi v krajinách, v ktorých sa služby poskytujú.</p> <p><u>ČLÁNOK 4 – RÔZNE</u></p> <p>4.1. <i>Zmluva nadobúda účinnosť dňom nasledujúcim po jej zverejnení v slovenskom registri zmlúv (www.crz.gov.sk) (ďalej len "dátum účinnosti") a zostáva v platnosti až do uskutočnenia platby uvedenej v časti 1.1 (s výnimkou ustanovení výslovne uvedených v tomto dokumente, aby sa zachovalo obdobie platnosti tejto dohody).</i></p> <p>4.2. Podpisy strán uvedené nižšie naznačujú, že všetky strany súhlásia:</p> <ul style="list-style-type: none"> a) Zadávateľ vystaví jednorazovú platbu vo výške uvedenej v časti 1.1 vyššie za služby spojené so začatím štúdie poskytnuté v rámci prípravy štúdie, b) že táto platba predstavuje spravodlivú trhovú hodnotu za poskytnuté služby, c) že poskytnuté služby boli dokončené iba v rámci prípravy na účasť v štúdii, d) že ani IVERIC ani TFS, ani inštitúcia, ani skúšajúci nemajú nijakú nevyriešenú povinnosť na vykonanie dohody o klinickom skúšaní týkajúcu sa štúdie alebo akýchkoľvek iných klinických |
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| | <p>trials the Sponsor is conducting or may conduct in the future,</p> <p>e) that any earlier verbal or written agreements between Sponsor/TFS on one side and the Institution and the Investigator on the other side, with respect to the Study, except for the possible confidentiality disclosure agreements, are superseded and terminated upon the Effective Date.</p> | <p>skúšaní, ktoré zadávateľ vykonáva alebo v budúcnosti môže vykonávať,</p> <p>e) že akékoľvek predchádzajúce ústne alebo písomné dohody medzi zadávateľom/TFS na jednej strane a inštitúciou a skúšajúcim na druhej strane, týkajúce sa štúdie, s výnimkou možných dohôd o mlčanlivosti, sú nahradené a ukončené k dátumu účinnosti.</p> |
| 4.3. | The Agreement represents the entire understanding of the Parties with respect to the subject matter hereof. Any modification, amendment or supplement to the Agreement shall be in a writing signed by an authorized representative of each Party. | 4.3. Dohoda predstavuje kompletné porozumenie strán v súvislosti s predmetom tejto dohody. Akákoľvek zmena, dodatok alebo doplnenie tejto dohody musia byť v písomnej forme podpísanej oprávneným zástupcom každej strany. |
| 4.4. | In the event one or more stipulations of the Agreement are void this does not automatically result in the rest of the Agreement being void. | 4.4. V prípade neplatnosti jedného alebo viacerých ustanovení tejto dohody to automaticky nemá za následok neplatnosť zostatku dohody. |
| 4.5. | The Agreement shall be governed by and construed in accordance with Slovak law without regard to the conflict of law provisions. All disputes arising in connection with the Agreement shall be resolved by the common court applicable for the seat of TFS. | 4.5. Dohoda sa bude riadiť a vysvetľovať v súlade so slovenským právom bez ohľadu na konflikty zákonných ustanovení. Všetky spory, ktoré vzniknú v spojení s touto dohodou, rieši spoločný súd príslušný pre sídlo spoločnosti TFS. |
| 4.6. | Either Party's failure to require the other Party to comply with any provision of the Agreement shall not be deemed a waiver of such provision or any other provision of the Agreement. | 4.6. Ak ktorákoľvek zo strán nebude žiadať, aby druhá strana dodržiavala niektoré ustanovenie dohody, nepovažuje sa to za vzdanie sa tohto ustanovenia alebo akéhokoľvek iného ustanovenia dohody. |
| 4.7. | The Agreement is executed in both English and Slovak language. In case of any incoherence, contradiction or discrepancy between the English and the Slovak version of the Agreement, the terms of the | 4.7. Dohoda je vyhotovená v anglickom a slovenskom jazyku. V prípade akejkoľvek nezrovnalosti, rozporu alebo nesúladu medzi anglickou a slovenskou verziou dohody majú prednosť podmienky v slovenskej |

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| <p>Slovak version will prevail.</p> <p>4.8. The relationship of Institution and Investigator to Sponsor is that of independent contractor, and nothing contained herein shall be construed to be inconsistent with that relationship or status. It is agreed herein that the execution of the Agreement does not influence any sales transactions, in particular procurement procedures / pricing of the Institution and/or the Investigator and their staff, and that there are no expectations whatsoever.</p> <p>4.9. The Parties agree that this Agreement will be published in Slovak Agreements Register by the Institution, within 5 working days from the Agreement signature by the Institution.</p> <p>The Parties agree that the trade secrets or any other Confidential Information indicated by the Sponsor will be removed from the Agreement version to be published in register of contracts prior to the execution of the Agreement, and both the Agreement and the annexes will be published in the register of contracts to the extent required by law. Before signing of the Agreement, the Sponsor will send the final version of the Agreement to the Institution in a machine-readable format, with a painted text of the Agreement, which the Sponsor considers to be business secret.</p> <p>IN WITNESS WHEREOF, the Parties hereto agree that the Agreement will take effect on the Effective Date and have caused their duly authorized representatives to sign the Agreement in triplicate.</p> | <p>verzii.</p> <p>4.8. Vzťah medzi inštitúciou a skúšajúcim voči zadávateľovi je vzťah nezávislého dodávateľa a nič obsiahnuté v tomto dokumente sa nebude vysvetľovať v rozpore s týmto vzťahom alebo stavom. V tomto dokumente sa dohodlo, že realizácia dohody nemá vplyv na žiadne predajné transakcie, najmä na postupy verejného obstarávania/cenotvorby inštitúcie a/alebo skúšajúceho a ich zamestnancov, a že neexistujú žiadne očakávania.</p> <p>4.9. Strany súhlasia, že inštitúcia uverejní túto dohodu v slovenskom registri zmlúv do 5 pracovných dní od podpisu dohody zo strany inštitúcie.</p> <p>Strany súhlasia, že obchodné tajomstvá alebo akékoľvek iné dôverné informácie uvedené zadávateľom sa odstránia z verzie dohody, aby sa uverejnili v registri zmlúv pred uskutočnením dohody, a dohoda a aj prílohy sa uverejnia v registri zmlúv v rozsahu vyžadovanom zákonom. Pred podpisom dohody pošle zadávateľ inštitúciu konečnú verziu dohody v strojovo čitateľnom formáte s označeným textom dohody, ktorý zadávateľ považuje za obchodné tajomstvo.</p> <p>NA DÔKAZ TOHO strany súhlasia, že dohoda nadobudne účinnosť v deň účinnosti a zabezpečia, že ich plne splnomocnení zástupcovia podpíšu dohodu v troch vyhotoveniach.</p> |
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(signatures follow on the next page)

(podpisy nasledujú na nasledujúcej strane)

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| INSTITUTION: / INŠTITÚCIA: _____ Date / Dátum _____ Signature / Podpis Ing. Tomáš Janík, MBA Director | INVESTIGATOR: / SKÚŠAJÚCI: _____ Date / Dátum _____ Signature / Podpis MUDr. Marek Káčerik, PhD |
| TFS, on behalf of SPONSOR: / spoločnosť TFS, v mene ZADÁVATEĽA: _____ Date / Dátum _____ Signature / Podpis Basselm Saleh CEO | |