

## SPONSORSHIP AGREEMENT

On May 20<sup>th</sup> 2022 (the "Effective Date")

### BY AND BETWEEN

**ON THE ONE PART, GRIFOLS INTERNATIONAL, S.A., REPRESENTATION OFFICE FOR SLOVAKIA**, a company duly incorporated and existing under the laws of Slovakia, having its principal place of business at Trnavská cesta 50/B, 821 02 Bratislava (Slovakia) ("Grifols"); and

**ON THE OTHER PART, UNIVERSITY OF TRENČÍN ALEXANDER DUBČEK IN TRENČÍN (TnUAD)**, established by Act no. 155/1997 Coll. on the establishment of the University of Trenčín in Trenčín, as amended by Act no. 209/2002 Coll. on the change of the name of the University of Trenčín in Trenčín with its registered office Študentská 2, 911 50 Trenčín (Slovakia), ID: 31118259 (the "Institution").

Hereinafter, Grifols and the Institution shall be jointly referred to as the "Parties" and individually as the "Party".

### WHEREAS

- I. The Institution is the organizer, of the "43th. Pharmaceconomics in Slovakia - 15th. Slovak and Czech Pharmacoeconomic" that shall take place on June 1st 2022 in the online format in the city of Bratislava, Slovakia (the "Event").
- II. Grifols has reviewed the content of the Event and found that such Event is a worthy project to sponsor.
- III. Therefore, the Parties, mutually recognizing, in the representation they hold, their necessary legal capacity for this act, enter into this Sponsorship Agreement (the "Agreement") in accordance with the following

### CLAUSES

#### 1. Purpose

The purpose of this Agreement is to set forth the terms and conditions by which Grifols shall sponsor part of the Event.

#### 2. Sponsorship

- 2.1. Grifols shall pay the total amount of EUR 840,00 (VAT included) for the purposes of sponsoring the Event (the "Sponsorship").
- 2.2. Grifols shall pay such amount to the Institution within thirty (30) days, 25<sup>th</sup> day of the calendar, as of the date of the invoice issued by the Institution, through bank transfer to the following Institution's bank details:
  - Bank: Štátna pokladnica, Radlinského 32, 810 05 Bratislava 15
  - Bank account holder: University of Trenčín Alexander Dubček in Trenčín
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- 2.3. No payment will be made by Grifols to any bank account not held directly by the Institution within the country corresponding to its registered address.
- 2.4. In consideration for the Sponsorship made by Grifols pursuant to this Agreement, the Institution shall make available, include or deliver to Grifols, as the case may be, the

elements described and selected below, being understood that those not selected do not form part of this Agreement:

- ☐ a space of \_\_ square meters (\_\_m<sup>2</sup>) at the Event's premises for the allocation of a stand that allows Grifols to promote its products during the Event.
- ☐ a space and time slot of \_\_ (\_\_) minutes for a satellite symposium to be held during the Event
- ☒ include Grifols' logo on (i) the final program of the Event; (ii) in the program's banner of the Event; (iii) in the projected program before the conference, between the individual blocks and at the end of the conference; and (iv) in the video provided after processing into individual lectures of the Event, indicating Grifols' consideration as sponsor of the Event.
- ☐ \_\_ (\_\_) registrations to attend the Event, which Grifols may use and allocate as it deems appropriate.
- ☐ Other [include description]

2.5. To this extent, and if applicable, Grifols shall send its logo to the Institution so that the Institution uses such logo exclusively for the purposes of this Agreement as set forth herein and in accordance with the terms and conditions agreed by the Parties.

2.6. The Institution hereby declares that the execution of this Agreement has no influence and is not conditioned upon any obligation of Institution to use, recommend, promote or purchase products commercialized by Grifols nor is it intended to influence Institution to do so.

2.7. The Institution acknowledges and accepts that, if applicable, Grifols reserves the right to terminate the Agreement in the event that the competent healthcare sector association has not positively validated the Event at least five (5) days in advance of the date of its celebration. In the event that Grifols decides to terminate the Agreement, if applicable, the Institution will be obliged to return to Grifols the amounts paid under the Agreement, within a maximum period of fifteen (15) days from the date on which Grifols notifies the Institution its intention to terminate the Agreement.

2.8. If applicable, if the Event is cancelled or rescheduled to another date because of the covid-19 virus outbreak, Grifols will be entitled to request from the Institution and/or Grifols' withdrawal from the Event and the cancellation of its sponsorship, being the Institution in this case obliged to the full reimbursement of all fees, expenses, costs and/or amounts already paid by Grifols.

### **3. Transparency**

It is Grifols' policy to consider the applicable laws, as well as, the guidelines and/or regulations that the different healthcare sector associations issue from time to time, to ensure a greater transparency in the interactions held among the different market stakeholders. To these effects, the Institution acknowledges and accepts that Grifols will publish on its website or through any other media the transfers of value made by Grifols to the Institution, pursuant to this Agreement.

### **4. Data Protection**

- 4.1. In accordance with the applicable legislation on protection of personal data, the signatory of this Agreement on behalf of the Institution and their personnel involved in the execution of the Agreement (the "Individuals of the Institution") are informed that Grifols processes their personal data as data controller, and that the failure to provide the personal data requested by Grifols for the execution of this Agreement could result in the impossibility of executing or maintaining such Agreement. The purpose of processing the personal data of the Individuals of the Institution is the execution, maintenance, development and control of the terms of this Agreement. The legal basis to process the personal data is the execution of this Agreement. The personal data of the Individuals of the Institution could be shared with Grifols' group companies for internal administrative purposes based on legitimate interest as well as with third parties for the fulfilment of legal obligations. In the event the personal data of the Individuals of the Institution is accessed from countries that do not offer an adequate level of protection, Grifols will adopt, if necessary, the appropriate safeguards in order to carry out said international transfers in line with the applicable legislation. Further information on appropriate safeguards, are available from Grifols on request by contacting Grifols on [privacy@grifols.com](mailto:privacy@grifols.com). Upon the termination of this Agreement for any reason, the personal data of the Individuals of the Institution will be retained until the end of the statutes of limitation of any liabilities that may arise from the contractual relationship as well as during the term required to comply with legal obligations. The Individuals of the Institution may exercise, when appropriate, the rights of access, rectification, erasure, objection, restriction of processing and data portability by sending a written communication to [privacy@grifols.com](mailto:privacy@grifols.com) and indicating as subject matter of the communication "Sponsorship Agreement – 43<sup>nd</sup> Congress Pharmacoeconomics in Slovakia". For these purposes, Grifols may request a copy of their ID card/passport in force or any other valid document evidencing their identity. In addition, the Individuals of the Institution may lodge a complaint with any data protection authority and may contact the data protection officer of Grifols at [dpo@grifols.com](mailto:dpo@grifols.com).
- 4.2. The Institution undertake to inform its personnel, whose personal data may be transferred to Grifols for the execution of this Agreement, in the terms set out in the applicable data protection legislation and in accordance with the terms of this Clause 4, as well as to comply with any other obligation needed for the transfer of said data.

## **5. Term**

This Agreement shall enter into effect on the Effective Date and shall remain in full force and effect until the Parties fulfil all obligations contained herein.

## **6. Governing Law and Jurisdiction**

- 6.1. This Agreement shall be governed by and construed in accordance with the laws of Slovakia, excluding any principles of conflict of law.
- 6.2. All discrepancies arising from the interpretation, execution and/or resolution of this Agreement, will be definitively resolved by the Courts of the city of Bratislava.

## **7. Miscellaneous**

- 7.1. This Agreement shall constitute the entire agreement between the Parties on this subject matter and supersedes all previous oral and/or written negotiations, agreements and commitments between the Parties, and shall not be released, discharged, changed or modified in any manner, except in writing signed by the Parties.

- 7.2. The lack or the delay in the execution of any right or demand of the execution of any obligation described in this Agreement shall not imply a waiver of this right or of the future demand of execution of the obligation, or a waiver of whichever other rights or demands of the fulfilment of obligations.
- 7.3. This Agreement shall be drawn up in two (2) copies in the English language, each copy being equally authentic and one (1) original copy shall be filed by each of the Parties.
- 7.4. This Agreement may be amended and supplemented only by a written amendment, which shall be designated as such, numbered accordingly, dated and signed by both Parties.
- 7.5. Where legally permitted, the Parties accept that this Agreement may be executed using electronic signature services, which will have binding effects. If any of the Parties objects to signing the Agreement by electronic signature services, such Party shall be entitled to sign the Agreement in paper form which will also have the same legal binding effect.

IN WITNESS WHEREOF, the Parties hereto sign this Agreement in all its pages, duplicate and to a sole effect in the date and place specified below.

#### GRIFOLS

#### INSTITUTION

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Name: Ing. Karel Pivoňka  
Title: Executive Director  
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Name: assoc. prof. Ing. Jozef Habánik, PhD.,  
Title: Rector TnUAD  
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