

## EDUCATIONAL GRANT - LETTER OF AGREEMENT

This Letter of Agreement is entered into as of date last signed below by and between **Fundación Pública Andaluza para la Investigación de Málaga en Biomedicina y Salud (FIMABIS)** (“Organizer”) with an address at : c/Severo Ochoa, 39, 29590, Málaga, España. and **Applied Medical Distribution Europe B.V. - Sucursal en España** (the “Company”) with a place of business at Avenida de Europa 19 - 3A, 28108, Alcobendas, Madrid, España.

WHEREAS, the Organizer is engaged in organizing continuing activities for the advancement of genuine medical education in the surgical field, and the Company wishes to provide support for this medical educational activity;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant:** The Company will provide support in the amount of 590 EURO [five hundred and ninety euro] (the amount is exclusive of VAT, withholding taxes, or other taxes, which may be applicable) (“Grant”), to:

**Program Name (“Program”):** I JORNADA DE CIRUGÍA ENDOSCÓPICA PARED ABDOMINAL

**Location:** Hospital de Antequera Avda. Poeta Muñoz Rojas, s/n, Antequera

**Estimated Number of attendees:** 8

**Date:** 18 July 2023

Upon receipt of request for payment by Organizer, the Company will pay the amount on the following bank account:

**Account holder:** FIMABIS

**Address of Account holder:**

**IBAN:** [REDACTED]

**BIC:** [REDACTED]

**Name of bank:** La Caixa

**Organizer VAT number:**

2. **Purpose:**

- a) The Company provides the Grant to support the medical educational activity organized by Organizer as set forth above. The Grant is contingent upon the Program being held as scheduled and any change in the intended use of the Grant must be approved in writing in advance by the Company.
- b) The parties agree that the Grant is for educational purposes and not for the purpose of promoting any product or any other promotional activity or support or promoting off-label use of any product. The Parties specifically agree that the provision of the Grant is not an inducement to purchase, lease, recommend, prescribe, use, supply or procure the Company’s products or used to reward past purchases, uses, orders, recommendations, or referrals.
- c) No funds from the Company will be used to subsidize recreational events, entertainment, meals or receptions. Meals and receptions, if any, will be modest and be conducive to discussions among attendees, and the amount of time at the meals or receptions will be clearly subordinate to the amount of time spent at educational activity.

3. **Independent Selection:** The Organizer shall be solely responsible for (i) the Program content, (ii) selection of presenters, tutors or moderators that present during the Program, and (iii) the payment of presenters, tutors or

moderators, if any. If expressly requested to do so, the Company may recommend speakers or comment on the Program.

4. **Disclosure of Grant and relationships**: The Organizer will ensure meaningful disclosure to the audience of: (i) the support of the Program by the Company; and (ii) any significant relationship between individual presenters, tutors or moderators and the Company (e.g., employee, consultant, owner of significant interest or stock).
5. **Transparency obligations (Sunshine Act)**: The parties acknowledge that certain laws or industry associations now or in the future may require the Company (and/or Organizer) to disclose information on benefits, compensation, gifts or other remuneration provided to health care professionals and health care organizations. The Organizer shall provide any information required by Company to ensure such disclosures.
6. **Ancillary Promotional Activities**: The Company will not have any promotional activities, such as presentations by sales representatives or promotional exhibits, in the same area or in an obligate path to the educational activity, unless the exhibit is within an area that is designated for general exhibits and includes exhibits from different companies marketing alternative or competing product. There will be no advertisements for the Company's products in any materials disseminated in the Program room.
7. **Objectivity and Balance**: During the Program, any discussion of any products, including the Company's, will be objective, balanced, and scientifically rigorous, the Organization will take steps to ensure that the data will be objectively selected and presented, that both favorable and unfavorable information about the product will be fairly represented, and that there is a balanced discussion of the prevailing body of scientific information on the product and of reasonable, alternative treatment options. If unapproved uses of Company products are discussed, Organizer ensure that presenters disclose the product is not approved in the applicable territory for the use under discussion.
8. **Review and Verification Rights**: Upon request of the Company, the Organizer shall provide the Company with a report on the use of the Grant and/or adequate documentation (e.g. copies of receipts, booking documents, etc.) verifying that the Grant was used in accordance with the terms and conditions of this Agreement.
9. **Termination**: The Company will have the right to terminate this agreement with immediate effect when:  
(i) a material breach by the Organizer is not cured within thirty (30) days after receipt of written notice of breach from the Company. In that event, the Organizer shall return immediately the balance of the Grant remaining as of the effective date of termination along with a detailed account of the Grant already spent; or (ii) the Program has been cancelled. In that event, any unpaid Grant will no longer be due. In case the Company already paid parts or the totality of the Grant, the Organizer Recipient shall refund the amounts.
10. **Applicable law and court**: This agreement shall be construed and interpreted pursuant to the laws of the Netherlands. Both Parties will use all reasonable efforts to settle any matter in dispute amicably. If the dispute persists, it shall, without any exception, be submitted exclusively to the courts of Utrecht, the Netherlands.

**Agreed:**

**Applied Medical Distribution Europe B.V. - Sucursal en España**

Its authorized representative: Olena Anikina



A New Generation Medical Device Company

DocuSigned by:

*Lena Anikina*

Signature: \_\_\_\_\_

July 11, 2023

Date: \_\_\_\_\_

**FIMABIS**

Its authorized representative: José Miguel Guzmán Damas

DocuSigned by:

*José Miguel Guzmán Damas*

Signature: \_\_\_\_\_

julio 11, 2023

Date: \_\_\_\_\_