

SPEAKER AGREEMENT

PARTIES	
SPEAKER	
Name:	Gilbert Daniel GREUB
Title:	Head of the microbiology University of Lausanne
Contact details:	gilbert.greub@chuv.ch
Employment status:	Employed
Institution (Employer) name & address (if applicable):	Institute of Microbiology Rue du Bugnon 48 1011 Lausanne
Tax ID (if applicable):	
COMPANY	
Legal entity (state OpCo within Danaher):	Cepheid Switzerland GmbH
Address:	Zurcherstrasse 66, Postfach 124 Thalwil
Name and details of contact at Company:	Samira Khaddi Samira.khaddi@cepheid.com Federica Segalini federica.segalini@cepheid.com

SPECIFIC TERMS	
EVENT	
Type of event:	<input checked="" type="checkbox"/> Company Event <input type="checkbox"/> Third Party Event
Event name:	Webinar "Preparing for Respiratory Season - Antigen tests: friends or foes?"
Event date:	November 21st 2023 4:00 p.m. (CET)- 4:30 p.m
Event location:	Virtual
TERMS	
Effective date:	06 November 2023
Term:	This Agreement begins on the Effective Date and remains in effect until the Services are rendered, unless terminated by COMPANY according to article 5 of the General Terms.
SERVICES	
Provider shall provide a presentation titled "Preparing for Respiratory Season - Antigen tests: friends or foes?"; and participate in a Q&A discussion following the presentation.	
FEES	
Fees payable to Speaker?	Yes/No (if 'No', go to next section, <i>Travel & Living Expenses</i>)
Hourly Rate (excl. VAT):	400 Swiss franc
Number of hours of services:	Pre-work time: 2,5 h
	Service time: 0,5 h
	Post work time:
	Total time: 3 hours
Total Fees excl. VAT (rate x time):	1200 Swiss franc
TRAVEL & LIVING ("T&L") EXPENSES	
Payment of T&L:	<input checked="" type="checkbox"/> None <input type="checkbox"/> Direct payment by Company <input type="checkbox"/> Payment by Speaker and reimbursement by Company

Maximum amounts for T&L	Travel expenses:			
	Meal expenses:			
	Hotel expenses:	<u>Number of nights:</u>		
		<u>Cost per night:</u>		
		<u>Total hotel expenses:</u>		
Total expenses:				
TERMS AND CONDITIONS				
By executing this agreement (" Agreement "), the parties agree to be bound by these Specific Terms and by the General Terms set forth in the Annex 1 .				

SIGNATURES			
COMPANY (1 of 2)		SPEAKER	
Name:	Johann Egger	Name:	Gilbert Daniel GREUB
Title:	General Manager Austria and Switzerland	Title:	Head of the microbiology University of Lausanne
Date:		Date:	
Signature:		Signature:	
COMPANY (2 of 2)		APPROVED BY THE SPEAKER'S EMPLOYER:	
Name:		Name:	
Title:		Title:	
Dated:		Dated:	
Signature:		Signature:	

Annex 1

GENERAL TERMS

1. Subject Matter of the Agreement.

1.1 SPEAKER hereby represents and warrants that they have the necessary knowledge, experience, abilities and skills to promptly and efficiently perform the Services set out in the Specific Terms with all due care, professionalism and skills and comply with all associated reasonable requests of COMPANY. Following performance of the Services, SPEAKER shall make available to COMPANY a copy of all documents related to the Services.

2. Qualifications.

2.1 The parties represent and warrant that SPEAKER's appointment is made solely on the basis of its qualifications and expertise. SPEAKER shall provide its professional and objective opinions in performing the Services.

3. Fees (where Specific Terms provide for Fees to be paid).

- 3.1 Where no Fees are payable by the COMPANY, then the SPEAKER accepts that by entering into this Agreement, they may receive the opportunity to participate in COMPANY related events, receive publicity, experience and goodwill by virtue of their involvement, in lieu of monetary compensation.
- 3.2 Where Fees (including if just travel expenses) are payable, in full consideration for the preparation and performance of the Services and subject to any Fees being linked to milestones (see clause 3.4, COMPANY shall pay the Fees set forth in the Specific Terms stated therein within sixty (60) days of the receipt of a valid invoice and subject to full completion of the Services to COMPANY's satisfaction. The parties agree that the Fees are reasonable and represent the fair market value for the Services. COMPANY may also pay for reasonable SPEAKER travel (economy class only, unless otherwise agreed in writing by COMPANY) and out-of-pocket living expenses (as evidenced by appropriate receipts) up to the maximum amounts set out in the Specific Terms. SPEAKER's travel shall be arranged by COMPANY wherever practicable. If the Agreement is terminated prematurely, COMPANY shall pay for the Services performed on a prorated basis and for reasonable and non-refundable out-of-pocket expenses incurred by SPEAKER. Unless otherwise required by law, SPEAKER shall be solely responsible for making declarations to tax authorities in respect of income derived from this Agreement.
- 3.3 Employment status for tax purposes (not applicable if the contracting party is a private individual): To the fullest extent permissible by legislation, and Pursuant to the requirements of any tax authorities and applicable legislation, SPEAKER warrants that it has provided complete and accurate information and documentation required by COMPANY in order to make a status determination and as a result (if required) COMPANY has provided the SPEAKER with a Status Determination Statement (SDS) on the SPEAKER's employment status for tax purposes in relation to this Agreement. As set forth in any SDS issued, COMPANY will determine the status as self-employed however the SPEAKER shall promptly inform the COMPANY of any material change to the information or documentation previously provided and the COMPANY reserves the right to amend the terms of this Agreement if the engagement is determined to be deemed employment.
- 3.4 If the parties agree on any milestones needing to be fulfilled, then the parties shall agree on dates for completion of the deliverables by. Every time a milestone is reached the SPEAKER shall provide COMPANY with a written report of the work performed and the results within 2 working days, and if accepted by the COMPANY, then the Fees will become due.
- 3.5 COMPANY and SPEAKER both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, both COMPANY and SPEAKER have provided wire transfer instructions, at Appendix 2, for remittance of any undisputed payments due under this Agreement. In the event that there is a change in the wire transfer instructions, both Parties must agree to an updated wire transfer - Appendix 2, in writing before any monies will be transmitted using the new wire instructions. Both Parties further agree that they will never change wire transfer instructions by email. Further, both Parties agree that they will never require an immediate payment under the new instructions. The Parties will provide for a ten (10) business day grace period to verify any wire transfer instruction changes before any outstanding payments would be due using the new instructions.

4. **Compliance.**

- 4.1 While performing the Services, SPEAKER represents and warrants that:
 - 4.1.1 it is not in violation of and that it shall comply with any applicable code of conduct, regulation, or law, in particular those prohibiting bribes or kickbacks related to interactions and dealings in healthcare;

- 4.1.2 no conflict of interest exists in relation to the provision of the Services; and
- 4.1.3 it has received all required approvals (e.g., to its employer or regulatory body) and licenses (including copyright licenses).
- 4.2 The parties agree that this Agreement is not an inducement for future referrals or business and has not been entered into:
 - 4.2.1 in exchange for any agreement that SPEAKER prescribes, administers, recommends, buys, sells or otherwise arranges for the use of COMPANY products and/or services; or
 - 4.2.2 taking into account the volume or value of any past referrals or business that may otherwise be generated between the parties.
- 4.3 SPEAKER represents and warrants that during the term of the Agreement it shall withdraw from any decision process involving procurement of COMPANY products and/or services.
- 4.4 SPEAKER shall not pay, offer or promise to pay or authorize the payment directly or indirectly, of anything of value to:
 - 4.4.1 any person/firm employed by or representing COMPANY's customers; or
 - 4.4.2 any government or public official, or any political party or candidate, for the purpose of inducing or rewarding any action to the benefit of COMPANY.
- 4.5 When entering into an agreement with a Healthcare Professional, COMPANY and/or the Healthcare Professional may be required to disclose the relationship including any agreement terms and any such fees paid to the Healthcare Professional for services rendered. COMPANY requires that the Healthcare Professional fulfils any local requirements as mandated by law.
- 4.6 Marketing and Promotion. Marketing and Promotion. Should Provider in the performance of Services, make reference to any product which is or will be manufactured or distributed by Company or any of its affiliates, then such reference shall comply with (i) applicable regulatory requirements which govern such references, including among other things, consistency with such product's approved indications for usage, and (ii) Company's policies and procedures including the Code of Conduct (available on <http://www.danaher.com/suppliers>). Provider shall provide to Company a copy of all presentation materials reasonably in advance of the scheduled distribution date and incorporate any changes requested by Company to comply with applicable laws, rules, regulations, policies and procedures.

5. Term and Termination.

- 5.1 This Agreement shall come into force on the Effective Date and remain effective for the Term stated in the Specific Terms.
- 5.2 COMPANY may terminate this Agreement without cause upon giving thirty (30) days prior written notice to SPEAKER.
- 5.3 Either party may terminate this Agreement immediately upon the breach by the other party of a material provision of this Agreement or any code of conduct, regulation or law.
- 5.4 Termination of this Agreement shall not affect any rights or obligations, which have accrued prior to such termination.

5.5 Upon termination of this Agreement, SPEAKER shall promptly return or destroy all materials and Confidential Information provided or disclosed to SPEAKER by COMPANY.

6. Confidential Information.

6.1 From the Effective Date and for five (5) years thereafter, SPEAKER shall not disclose or use for purposes other than the performance of this Agreement, any confidential information relating to COMPANY, the Services or this Agreement (“Confidential Information”) unless permitted in writing by COMPANY.

6.2 Such obligation shall not apply to information which, through no wrongful act and as evidenced by written records:

6.2.1 Is lawfully disclosed to SPEAKER after the Effective Date by a third party;

6.2.2 Is known to SPEAKER before disclosure thereof; or

6.2.3 Is or becomes part of the public domain.

6.3 A party (the “Disclosing Party”) may disclose Confidential Information as required by law or regulation, a court order or any governmental or regulatory authority, provided that the Disclosing Party shall, to the extent permitted by law:

6.3.1 promptly inform the other party;

6.3.2 limit the disclosure;

6.3.3 maintain the confidentiality; and

6.3.4 enable the other party to attempt to limit such disclosure by appropriate legal means.

7. Presentations and Publications.

7.1 All materials to be used by SPEAKER in connection with the Services must be submitted to COMPANY at least ten (10) business days prior to presentation, for approval. SPEAKER is responsible for obtaining permission and a license (to the extent necessary) for use of all materials used in providing the Services, and shall not present or publish, nor submit for publication, any work resulting from the Services without COMPANY’s prior written consent.

7.2 All materials and deliverables prepared or presented under this agreement, including but not limited to, audio and visual presentation(s), and any written and electronic materials (collectively, the “Media”) shall belong to COMPANY.

(a) SPEAKER agrees to assign and does hereby assign to COMPANY the sole and exclusive ownership of any Media hereunder, and SPEAKER will comply with all reasonable requests by COMPANY to secure ownership of said Media, including but not limited to, executing assignment documents or other documents to facilitate the registration, enforcement, or defense of any intellectual property rights related to said Media at COMPANY’s expenses without additional compensation.

(b) SPEAKER agrees to disclose to COMPANY all original works or authorship, including all Media, generated by SPEAKER in performing the Services (whether made solely or jointly with others)

fixed in any tangible medium of expression and resulting from or suggested by any of the Services (each a "Work" and collectively "Works"). SPEAKER agrees (i) that all these Works will be works made for hire, (ii) that if any of the Works are deemed not to be works made for hire, that SPEAKER assigns and does hereby assign any and all rights in the works to COMPANY, (iii) that COMPANY will be the sole and exclusive owner of the Works and any copyright arising in the Works, and (iv) that from time to time, upon request of COMPANY and without charge for its services beyond the payments specified in this Agreement, SPEAKER will assist COMPANY and its nominees during and subsequent to the term of this Agreement (entirely at its or their expense) to obtain for COMPANY's benefit copyrights and copyright registrations in any or all countries of the world, will execute all papers (including assignments), and do all things reasonably required in order to protect the copyrights and copyright registrations of COMPANY and vest in it or its nominees, all right, title, and interest in and to the copyrights and copyright registrations.

- (c) SPEAKER grants to COMPANY a nonexclusive, irrevocable, worldwide, royalty-free license to use SPEAKER's name, title, voice, image, and likeness, in connection with the use of the Media in whole or in part and as edited, without additional compensation, in all media, forms, and formats for educational, commercial, and other uses, including but not limited to, in the creation of compilations and derivative works thereof (including but not limited to transcripts and course books) and for all purposes including, but not limited to, publication, sale, reproduction, distribution, performance, and display, and to authorize others to do so.

7.3 SPEAKER recognizes that COMPANY may choose to exercise any of these rights through third parties that are acting on COMPANY's behalf. SPEAKER also represents that its presentation and written materials are original with SPEAKER (or SPEAKER's organization) or that SPEAKER otherwise has obtained any copyrights or other rights to the extent necessary to provide these rights to COMPANY.

7.4 Nothing in this agreement transfers any of COMPANY's ownership rights in its intellectual property (including its copyrights, trademarks, patents, trade secrets) to SPEAKER.

8. Publicity.

8.1 SPEAKER shall not publicly use the name of COMPANY without COMPANY's prior written consent however the SPEAKER will publicly disclose that (i) the SPEAKER is retained by COMPANY when writing or speaking about a matter that is the subject of this Agreement; and (ii) will acknowledge COMPANY's support given under this Agreement during any presentation and in any materials produced under this Agreement.

8.2 Subject to Section 8.1, SPEAKER does not acquire any right to use (and will not use) in any of COMPANY's (or any of COMPANY's parent's, affiliate's, subsidiary's, successor's or licensee's) copyrights, trademarks, names, artwork, designs, trade names, or service marks without COMPANY's prior express, written consent.

9. Non-Competition.

9.1 Through the Term of the Agreement and to the extent permissible by law, SPEAKER may not perform services comparable to the Services for any third party competing with COMPANY.

10. Data Privacy.

10.1 COMPANY, acting as data controller, processes personal data essential to manage contractual relationships with third parties and, where applicable, to comply with transparency obligations that require COMPANY to make public some information such as the existence of agreements and/or benefits. Such personal information will be kept no longer than necessary (unless otherwise required by law).

- 10.2 Such personal data is only shared with the relevant departments of COMPANY and, where necessary, with its subcontractors, suppliers and affiliates. COMPANY may transfer personal data to recipients based outside of the European Economic Area. COMPANY provides adequate protection with respect to personal data sent outside the European Economic Area and all transfers will be covered by the EU Standard Contractual Clauses.
- 10.3 Data subjects may have a right to data portability. Data subject may also have a right to lodge a complaint with relevant supervisory authority.

11. Governing Law and Jurisdiction.

- 11.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by, construed and enforced in accordance with the laws of Switzerland without regard to its choice of law provisions. The Switzerland courts shall have exclusive jurisdiction in respect of any dispute, suit, action or proceedings which may arise out of or in connection with this Agreement.

12. Miscellaneous.

- 12.1 No amendment to this Agreement shall be binding on the parties unless set out in writing and signed by authorized representatives of each of the parties.
- 12.2 Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld, conditioned, or delayed.
- 12.3 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in this Agreement. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 12.5 Any notice (including notice of change of address) permitted or required to be given pursuant to the provisions of this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, or by hand delivery to the parties' addresses indicated above, or by email to the parties following email addresses listed above or to any email address designated by a party by notice to the other party. Notice properly given by mail shall be deemed effective one (1) business day after mailing. Notice sent by email shall be deemed effective on the day of transmission provided that a confirmation of reception is obtained.
- 12.6 If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed, if necessary, in order to eliminate such invalidity or unenforceability. The other provisions of this Agreement shall not be affected.
- 12.7 All provisions of this Agreement which by their nature are intended to survive any termination or expiration hereof (including, without limitation, Confidentiality and Governing Law & Jurisdiction), shall so survive.

- 12.8 This Agreement is for the benefit of the parties and is not intended to confer any rights on third parties.
- 12.9 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy is only effective if given in writing.
- 12.10 This Agreement may be executed by electronic signature, or by scanned signature transmitted by email, each of which shall be deemed an original and shall be effective as a manually executed counterpart of this Agreement.

Annex 2

Wire Transfer details for SPEAKER

Name of Bank: BANQUE CANTONALE VAUDOISE (BCV)

City and State: PLACE ST FRANCOIS 14, 1003 LAUSANNE

Account Number: E0328.70.70 mention : CGRA : IMUR FFS GREUB CGRB : 31932

Account Holder: HOSPICES CANTONNAUX

IBAN: CH65 0076 7000 E032 87070

For international money transfers, SWIFT CODE: BCVLCH2L