



SPEAKING AGREEMENT

PARTIES

Speaker:

Name and title: Fabrizio D'Abate
Contact details: fabrizio.dabate@hotmail.it
Institution name and address: UK Vein Clinic, Doctors
Surgery, 150 Harley St, London W1G 7LQ

GE Healthcare (or GEHC)

Legal entity: GE Medical Systems Ltd
Number and city of commercial register: 00252567, Buckinghamshire
Address: Pollards Wood, Nightingales Lane, Chalfont St Giles, BUCKS, HP8 4SP
Name and details of contact at GEHC: Jane Simmons Lead Clinical Product Specialist GI – 07469 566173 jane.simmons@ge.com

SPECIFIC TERMS

Effective Date: Date of last signature by the parties.
Term: One (1) year or until completion of the Services to GEHC's satisfaction (if earlier).

Service(s) and Fees:

Service(s) description and purpose for GEHC:	Expected delivery date:	Fees amount (excl. VAT) and currency:
Guest Speaker at Education Day – Vascular Ultrasound Presentation	15 th November 2022	Hourly Rate
		Service time 1 hours
		Preparation time (if applicable) 2 hours
		Travel time (if applicable) 1 hours
		TOTAL Fees (rate x time) £
		£ [REDACTED]

Payment Terms Thirty (30) days from the date of issue of the invoice

Travel and Living (or T&L) Expenses

Payment of T&L: ☐ None ☐ Direct payment by GEHC (or its authorized travel agency) ☒ Payment by Speaker and reimbursement by GEHC (or its authorized travel agency)

Maximum amounts for T&L: £150 , for travel 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 [Exhibit A](#).

GE Healthcare:

Speaker: Fabrizio D'Abate

Signature:

Signature:

Name:

Name:

Fabrizio D'Abate

Title:

Title:

Mr

Date:

Date:

16-11-2022



Institution: We hereby approve the appointment of Speaker in accordance with this Agreement and waive any rights to information, data or other intellectual property developed by Speaker as part of the Services.

Signatures :

Fabrizio D'Abate

Name:	Fabrizio D'Abate
Title:	Mr
Date :	16-11-2022

EXHIBIT A GENERAL TERMS

1. SUBJECT MATTER OF THE AGREEMENT

Speaker shall 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 GEHC. Following performance of the Services, Speaker shall make available to GEHC a copy of all documents related to the Services.

2. QUALIFICATIONS

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

In full consideration for the preparation and performance of the Services, GEHC shall pay the Fees set forth in the Specific Terms in accordance with the payment terms stated therein, upon receipt of a valid invoice and subject to full completion of the Services to GEHC's satisfaction. The parties agree that the Fees are reasonable and represent the fair market value for the Services. GEHC may also pay for reasonable Speaker travel (economy class only, unless otherwise agreed in writing by GEHC) and living out-of-pocket expenses (as evidenced by appropriate receipts) up to the maximum amounts set out in the Specific Terms. Speaker's travel shall be arranged by GEHC wherever practicable. If the Agreement is terminated prematurely, GEHC 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.

4. COMPLIANCE

- a) In accepting the Fees and/or reimbursements under this Agreement, and while performing the Services, Speaker represents and warrants that 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.
- b) The parties agree that this Agreement is not an inducement for future referrals or business and has not been entered into (i) in exchange for any agreement that Speaker prescribes, administers, recommends, buys, sells or otherwise arranges for the use of GEHC products and/or services; or (ii) taking into account the volume or value of any past referrals or business that may otherwise be generated between the parties.
- c) Speaker represents and warrants that it shall withdraw from any decision process involving procurement of GEHC products and/or services save that it may continue to have such involvement in advising on, or selecting, GEHC products and/or services based on its medical judgment.
- d) Speaker shall not pay, offer or promise to pay or authorize the payment directly or indirectly, of anything of value to (i) any person/firm employed by or representing GEHC's customers, or (ii) any government or public official, or any political party or candidate, for the purpose of inducing or rewarding any action to the benefit of GEHC.

5. TERM AND TERMINATION

- a) This Agreement shall come into force on the Effective Date and remain effective for the Term stated in the Specific Terms.
- b) GEHC may terminate this Agreement without cause upon giving thirty (30) days prior written notice to Speaker.
- c) 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.
- d) Termination of this Agreement shall not affect any rights or obligations, which have accrued prior to such termination.
- e) Upon termination of this Agreement, Speaker shall promptly return or destroy all materials and Confidential Information provided or disclosed to Speaker by GEHC.

6. CONFIDENTIAL INFORMATION

- a) 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 GEHC, the Services or this Agreement ("Confidential Information") unless permitted in writing by GEHC.
- b) Such obligation shall not apply to information which, through no wrongful act and as evidenced by written records:
 - i. Is disclosed to Speaker after the Effective Date by a third party;
 - ii. Is known to Speaker before disclosure thereof; or
 - iii. Is or becomes part of the public domain.
- c) 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; (i) promptly inform the other party; (ii) limit the disclosure; (iii) maintain the confidentiality; and (iv) enable the other party to attempt to limit such disclosure by appropriate legal means.

7. PRESENTATIONS AND PUBLICATIONS

Speaker shall not present or publish, nor submit for publication, any work resulting from the Services without GEHC's prior written consent.

8. PUBLICITY

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

9. NON-COMPETITION

Through the Term of the Agreement and to the extent permissible by law, Speaker may not perform comparable services comparable to the Services for any company competing with GEHC.

10. DATA PRIVACY

- a) GEHC, 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 GEHC 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).

- b) Such personal data is only shared with the relevant departments of GEHC and, where necessary, with its subcontractors, suppliers and affiliates. GEHC may transfer personal data to recipients based outside of the European Economic Area. GEHC provides adequate protection with respect to personal data sent outside the European Economic Area and all transfers will be covered by either the EU Standard Contractual Clauses or alternatively by GE Binding Corporate Rules for Controllers approved by the EU Data Protection Authorities and which may be found on GE website ("GE GE's Commitment to the Protection of Personal Information").
- c) Speaker may have a right to data portability. Speaker may also have a right to lodge a complaint with relevant supervisory authority. Those rights can be exercised by sending a letter at the attention of the data protection officer, together with a copy of an identity document, to GEHC Legal Department at 283 rue de la Minière 78530, Buc, France or by email at DPO.GEHC@ge.com

11. FORCE MAJEURE

- a) Neither Party shall be liable for non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to the following circumstances: (i) natural catastrophes (such as, but not limited to, fires, explosions, earthquakes and floods); (ii) epidemics, pandemics or any other severe causes threatening health; (iii) war, hostilities, invasion, act of foreign enemies, revolution, sabotage or any other military operations; (iv) riot, strikes, go slows, lock out, blockade or disorder, including any other labour disputes of any kind (whether relating to its own employees or others); (v) acts of government or any governmental body; (vi) act or threats of terrorism; (vii) nuclear, chemical or biological disaster ("Force Majeure").
- b) The affected Party shall promptly notify the other Party in writing of any such event, and either Party may cancel the Agreement without liability. The Parties shall however use commercially reasonable efforts to mitigate the effect of such event. For the sake of clarity, it is agreed between the Parties that in case of cancellation of the Agreement according to this clause, GEHC shall not be charged with any cancellation fees or other penalties and the Speaker shall return any prepaid deposits, fees, remunerations paid by GEHC within fifteen (15) days of such cancellation. The parties agree to negotiate in good faith of the compensation for the Services already fully performed under the Agreement.

- c) The parties acknowledge that the COVID-19 pandemic and government actions already adopted or to be adopted in response to it have affected and may continue to affect Parties ability to perform the Agreement and/or the purpose of the Agreement (the "COVID-19 Impact"). In the event that the COVID-19 Impact affects Parties' ability to perform the Agreement and/or the purpose of Agreement, Parties shall be entitled to an equitable adjustment in schedule and remuneration or fees owed under this Agreement, as appropriate, subject to the Parties' obligation to work together in good faith to mitigate the impact on schedule and/or remuneration or fees. In case Parties fail to reach a settlement with regard to adjustment of schedule and remuneration or fees owed within 14 days, either Party may cancel the Agreement due to COVID-19 Impact without liability. For the sake of clarity, it is agreed between the Parties that in case of cancellation of the Agreement due to COVID-19 Impact, GEHC shall not be charged with any cancellation fees or other penalties and the Speaker shall return any prepaid deposits, fees, remunerations paid by GEHC within fifteen (15) days of such cancellation. The parties agree to negotiate in good faith of the compensation for the Services already fully performed under the Agreement.

12. INDEPENDENT CONTRACTOR

The parties are independent contractors. This Agreement shall not be deemed to constitute any employment or agency relationship between the parties.

13. ASSIGNMENT

Speaker may not assign this Agreement without GEHC's prior written consent. GEHC may assign its rights and obligations without Speaker's consent to any of its affiliates.

14. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement contains the entire agreement between the parties concerning the matters herein. Amendments and waivers of this Agreement must be written and signed by both parties. If any provision of this Agreement is held by any court to be unenforceable, the rest of the Agreement shall remain in full force and effect.

15. GOVERNING LAWS AND JURISDICTION

This Agreement shall be governed by the law of the jurisdiction where GEHC is located and the parties hereby submit to the non-exclusive jurisdiction of the courts of that jurisdiction.