

LABORATORY AGREEMENT

THIS AGREEMENT dated 16 January 2012.

BETWEEN:

Slovak Anti-Doping Agency, SADA
(hereinafter referred to as the SADA)

AND:

Seibersdorf Labor GmbH
A-2444 Seibersdorf, Austria,
(hereinafter referred to as the WADA ACCREDITED LABORATORY)

WHEREAS SADA has been authorised by international and national sports organisations (hereinafter referred to as the Sport Organisation) to provide sample collection services, which includes the analysis of samples at WADA Accredited Laboratories;

WHEREAS the WADA ACCREDITED LABORATORY operates a doping control laboratory currently accredited by the World Anti-Doping Agency (WADA) to provide doping control analyses, services and related research and it is found to comply with the requirements of the norm ISO/IEC 17025:2005;

Witness that based on the terms, conditions and Agreements set forth in this contract, the Parties hereto agree as follows:

APPOINTMENT

1. The purpose of this Agreement is to have the WADA ACCREDITED LABORATORY provide SADA doping control analysis and related services as specified in this agreement in accordance with the provisions of this Agreement, WADA International Standards for Laboratories and its Code of Ethics.
2. The appointment of this Agreement does not commit SADA to any specific number or any minimum number of samples to be sent to the WADA ACCREDITED LABORATORY.

CONFIDENTIALITY

3. SADA and the WADA ACCREDITED LABORATORY agree not to disclose any information concerning the other party's affairs, including but not limited to the content of this Agreement, without the prior written consent of the other party.
4. All information gained by the WADA ACCREDITED LABORATORY as a direct or indirect consequence of the provision of the services under this Agreement shall be maintained confidential except insofar as publication, release or disclosure of information including reports to the Testing Authority concerned and/or WADA, only as it is necessary to enable the WADA ACCREDITED LABORATORY to fulfil its obligations to WADA and as required under this Agreement.
5. The WADA ACCREDITED LABORATORY agrees that all information, reports or similar documents provided by SADA or arising from the services provided under this Agreement, is confidential and proprietary to SADA. Save as stated in paragraph 2.2, the WADA ACCREDITED LABORATORY further agrees that it will not disclose such information, reports or similar documents to any other person without prior written consent of SADA.

PROPRIETARY RIGHTS

6. All doping control urine and/or other samples collected by SADA are the exclusive and sole property of the Testing Authority concerned. The WADA ACCREDITED LABORATORY shall not use, destroy, release, deliver or alter the samples in any way or manner whatsoever without the express written permission of SADA or the Testing Authority concerned.
7. The WADA ACCREDITED LABORATORY shall seek written approval from SADA and/or concerned Testing Authority before forwarding any samples or

- part of a sample to any laboratory or any other party for any purpose whatsoever, including the further analysis for control purposes.
8. The WADA ACCREDITED LABORATORY agrees that all information, reports or similar documents provided to it by SADA or arising from services which it performs pursuant to this Agreement is confidential.

CONSULTATION AND EXPERT ADVICE

9. The WADA ACCREDITED LABORATORY personnel shall be prepared to provide expert advice on laboratory findings and their significance, in relation to the samples analysed by the WADA ACCREDITED LABORATORY in conformity to the requirements of the WADA's International Standard for Laboratories.
10. The WADA ACCREDITED LABORATORY personnel shall be prepared to discuss and testify about its testing, analytical procedures, detection science and analytical results at the request of SADA and/or the relevant Testing Authority, including but not limited to the disciplinary processes, appeal and/or court proceeding concerning samples collected by SADA and analysed by the WADA ACCREDITED LABORATORY. In doing so, the WADA ACCREDITED LABORATORY will provide neutral fact witness opinion. Honoraria and expenses shall be agreed in good faith between the parties.

DOPING CONTROL SERVICES

11. Samples received by the WADA ACCREDITED LABORATORY from SADA shall only be used for doping control purposes. No research or other analysis than required for testing of Prohibited Substances and Methods shall be conducted using such samples without the express written consent of SADA.
12. The WADA ACCREDITED LABORATORY shall analyse samples collected for doping control by SADA in accordance with the WADA International Standards for Laboratories and in conformity with the requirements of **ISO/IEC 17025:2005**
13. The WADA ACCREDITED LABORATORY shall carry out the analysis of the samples for substances and methods listed in the out-of-competition selection of the most current version of the WADA Prohibited List, unless otherwise specified and agreed upon.
14. The types of analysis which may be conducted by the WADA ACCREDITED LABORATORY will conduct analysis as requested in the documentation accompanying the samples.
15. If a B sample analysis is required, SADA will advise the WADA ACCREDITED LABORATORY on a per sample basis on how to proceed.

REPORTING

16. The WADA ACCREDITED LABORATORY shall provide written confirmation by email or fax receipt of samples giving the sample code numbers and date of receipt, and any other information as may otherwise be agreed upon from time to time. These confirmations shall be provided as soon as possible and in any case no later than forty eight (48) hours from delivery of the samples to the WADA ACCREDITED LABORATORY. If samples are received on Friday evening or Saturday, confirmation shall be sent on the following Monday.
17. The WADA ACCREDITED LABORATORY agrees to a standard reporting time for the analysis of samples of ten(10) working days following the delivery of the samples to the laboratory. The WADA ACCREDITED LABORATORY recognises, however, that certain situations may require faster turn-around times and agrees under such conditions to produce results upon request from SADA and in accordance with Appendix A if technically possible. SADA further recognises that certain situations may require longer analysis times to ensure the accuracy and integrity of the sample analysis and agrees in such circumstances to accept a longer reporting time when such conditions are present.
18. With respect to "A" sample analysis, the WADA ACCREDITED LABORATORY shall inform, unless otherwise agreed, without delay SADA and/or the Testing Authority concerned (where applicable) of an Adverse Analytical Finding and/or Atypical finding and shall provide the details of all findings via a Certificate of Analysis.
19. In the event of an Adverse Analytical Finding and/or Atypical finding, when requested by SADA and/or the Testing Authority, the WADA ACCREDITED LABORATORY shall provide a documentation package to SADA and/or the Testing Authority, in compliance with the technical document set out in Annex C of the International Standard for Laboratories, as soon as possible following such a request.
 - Report its findings on certificates of analysis.
 - In accordance with ISO standards, provide SADA with reports in consistence with the International Standards for Laboratories including, but not limited to reports described in Appendix B
 - The WADA ACCREDITED LABORATORY shall comply with the requirements of the International Standard for Laboratories and ISO/IEC 17025 by January 1st, 2009.
20. With respect to „B" sample analysis, the Certificate of Analysis shall be issued as soon as possible following the completion of the confirmation

- analysis and in any case within two (2) working days from the date of the B sample analysis, unless otherwise agreed upon.
21. All Laboratory results obtained under this Agreement shall be faxed to the confidential number provided and mailed to the SADA and/or the Sport Organization when instructed to do so.

QUALITY CONTROL

22. The WADA ACCREDITED LABORATORY shall at all times in accordance with the International Standard for Laboratories, keep a reliable and verifiable internal laboratory chain of custody for samples from receipt through final disposal. The WADA ACCREDITED LABORATORY agrees to provide chain of custody evidence upon SADA's request.
23. If any sample received under this Agreement does not meet the criteria for analysis, the WADA ACCREDITED LABORATORY shall contact SADA and seek direction from SADA prior to taking any action with respect to such samples.
24. Notwithstanding Article 7.2, the WADA ACCREDITED LABORATORY shall reject a sample received under the Agreement if:
- The Sample shows evidence of tampering, or
 - The Sample shows evidence of any physical, chemical or microbial contamination that in the view of the WADA ACCREDITED LABORATORY compromises the integrity of the sample or the reliability of the sample analysis, or
 - The sample is otherwise deemed by the WADA ACCREDITED LABORATORY to be unsuitable for analysis.
25. Where a 'B' sample and an 'A' sample are found to be sufficiently inconsistent as to impugn the validity of the sample, the WADA ACCREDITED LABORATORY shall provide a report explaining, to the best of its knowledge and ability, the inconsistency between the 'A' and the 'B' samples.
26. The WADA ACCREDITED LABORATORY agrees to conform to the requirements of the WADA International Standard for Laboratories and to maintain WADA accreditation during the term of this Agreement. The WADA ACCREDITED LABORATORY shall provide to SADA written confirmation of any change in status according to the WADA International Standard for Laboratories Accreditation.

PAYMENT

27. SADA shall pay the WADA ACCREDITED LABORATORY within 30 days upon receipt of invoice as outlined in Appendix A attached hereto and forming part of this agreement.
28. The WADA ACCREDITED LABORATORY shall send an invoice to SADA no later than the 15th day of the month following the completion of analysis at the WADA ACCREDITED LABORATORY.
29. If an invoice has not been received by SADA within 6 months after the BLOOD SCREENING LABORATORY completion of analysis, charges shall be void and not subject to payment.
30. Parties have agreed that the maximum payment sum under this Agreement shall be EURO 200.000,00 and shall not exceed that sum.

INDEMNITY

31. The WADA ACCREDITED LABORATORY is only liable for defects caused by gross carelessness and intention. All defects caused by slight carelessness are amicably excluded from liability. Furthermore any liability due to consequential harms or loss of profit are excluded from liability.
32. SADA is only liable for defects caused by gross carelessness and intention. All defects caused by slight carelessness are amicably excluded from liability. Furthermore any liability due to consequential harms or loss of profit are excluded from liability.

INSURANCE

33. Throughout the term of this Agreement, the parties will maintain adequate professional indemnity insurance covering in particular defamation, negligence and breach of duty, error or omission in the performance by either of the parties or of the services hereunder. Upon request of either party a copy, in full, of the other party's professional indemnity insurance coverage shall be provided.

TERM

34. This Agreement shall take effect on the day of its signature. The parties agree to an ongoing term for this Agreement, but can be terminated by either party within 30 days of written notification.
35. This Agreement and its Appendixes may be modified on mutual written consent of both parties. Any such modification shall be attached as a Schedule to the present Agreement and shall in no way alter the legality of the present Agreement.

36. Any termination of the Agreement will result in no further obligations between the parties, save and except for the obligations concerning disclosure, proprietary rights and confidentiality contained in the Agreement.


NOTICE

37. 12.1 Any notice shall be in writing and may be delivered by hand or by courier, by registered mail or by facsimile or other electronic means that provide paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Agreement or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.
38. IN WITNESS WHEREOF the Parties have executed this Agreement on 16th January 2012.

For Slovak Anti-Doping Agency

Name: Dr. Miroslav Motyck
Position: Director

For the Seibersdorf Labor GmbH



Name: Seibersdorf Labor GmbH
Position: Managing Director

Appendix A

Payment Schedule

The invoice shall specify the nature of the service. SADA shall pay the corresponding invoice in accordance with WADA Accredited Laboratory Price List dated 1 January of the respective Year.

Doping Control

For the provision of sample analysis with attendant reports and consultations, SADA will pay the WADA ACCREDITED LABORATORY within 30 days upon receipt of invoices, inclusive of all appropriate taxes, reports and associated costs or expenses, and record keeping, adequate chain-of-custody (continuity), screening analysis and confirmation analysis, GC/C/IRMS (Isotope Ratio Mass Spectrometry) analysis when applicable i.e. for the confirmation of elevated T/E values or abnormal steroid profiles due to the administration of testosterone or its precursors; for the confirmation of potential norandrosterone "unstable" urines, in accordance with WADA Accredited Laboratory Price List dated 1 January of the respective year.

The stability of value of the amounts in Annex A is agreed upon. The value protection shall be linked with the costumer price index monthly announced by the Federal Institution Statistics Austria 2005 (VPI 2005). Starting point for this value protection shall be the, at the time of conclusion of this contract, last announced index number. Index fluctuations below and including 3% remain unconsidered. A new value shall be implemented at the first index number lying outside of the respective clearance of 3%.

Appendix B

Quality Provisions

Certification/accreditation requirements:

Written conformation of current WADA accreditation as a Doping Control Laboratory, and written confirmation of any change in status to such accreditation within three(3) working days of such change of status.

The WADA ACCREDITED LABORATORY shall establish and maintain to the sample analysis process.

Reporting requirements for the receipt of samples:

Written confirmation by email or fax of receipt of samples giving the Doping Control Officer's name, the sample code numbers and date of receipt, and any other information as may otherwise be agreed upon from to time. These confirmations shall be provided as soon as possible but no later than 24 hours after delivery of the samples to the Doping Control Laboratory. When samples are received on Friday evening or Saturday, the confirmation shall be sent the following Monday...

Reporting requirements for "A" sample analyses:

"A" sample analysis and results reported in writing and in confidence to SADA, and/or the Testing Authority as instructed by SADA, as soon as possible and no later than ten (10) working days following receipt of the samples by the Doping Laboratory. This includes Adverse Analytical Findings and/or Atypical Findings, or any instance where an "A" sample indicates the presence of a substance classified as prohibited or restricted, or any evidence of a banned practice.

In the event of an Adverse Analytical Findings an/or Atypical Findings or any instance where an "A" sample indicates the presence of a substance classified as prohibited or restricted, or any evidence of a banned practice, when requested by SADA and/or Testing Authority the WADA ACCREDITED LABORATORY shall provide a confidential written report to SADA and/or Testing Authority that includes supporting analytical data as soon as possible following such a request but no later than five working days from the date of request by SADA and/or Sport Organisation.

In the event that an "A" sample will not be analysed because it does not meet the Laboratory's specifications for sample analysis, including but not limited to volume, suitability or content specifications, the WADA ACCREDITED LABORATORY shall provide a confidential written report to SADA and/or Testing Authority, and any other appropriate authority, explaining the reasons for rejecting the sample for analysis within five (5) working days of such rejections.

Protocol and reporting requirements for "B" sample analyses:

If a "B" sample analysis is required, SADA or Testing Authority will advise the WADA ACCREDITED LABORATORY on a per sample basis how to proceed.

Certificates of Analyses shall be provided to SADA and/or the Testing Authority within five (5) working days of a positive "B" finding.