

FEE-BASED SERVICE AGREEMENT №4548 dated 01.07.2024

A citizen of **Bulgaria, Yordanova Iva Radoslavova**, hereinafter referred to as the "Customer", on the one part and **Li-Na International Agentur GmbH**, hereinafter referred to as the "Contractor", represented by Director **Natalie Prihodko**, acting under the articles of association, on the other part, have concluded this agreement (hereinafter referred to as the Agreement) as follows:

1. SUBJECT-MATTER OF THE AGREEMENT

- 1.1. The Contractor undertakes to provide the Customer with services for organizing a medical examination and further treatment in one of the leading university clinics, a member of the European Society for Blood and Marrow Transplantation (EBMT) group.
- 1.2. The list of services provided is specified in Appendix №1 to the Agreement.
- 1.3. The Customer undertakes to pay for the services rendered in the amount determined by this agreement.

2. QUALITY OF SERVICES

- 2.1. The quality of services must comply with mandatory requirements established by law or other regulation in the country where services are provided.

3. PRICE OF SERVICES AND ORDER OF PAYMENT

- 3.1. The total price of the services provided is **€50,000** and is reflected in Appendix №1 to the Agreement.
- 3.2. The price of services can be changed by agreement between the parties in case of a change in the volume and quality of the provided services, which must be formalized by an additional agreement.
- 3.3. The services are provided in 2 stages in accordance with Appendix №1 of the agreement:
- 3.4. Payment in the amount of **€50,000** is made within 5 (five) calendar days from the date of the agreement conclusion.
- 3.5. The Contractor is obliged to make possible the payment for services using national payment instruments, as well as by cash at the Customer's option.

4. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

- 4.1. The Contractor is obliged to start providing services no later than 5 (five) calendar days from the moment of payment for the services provision and complete their provision before the expiration of 6 (six) months from the date of commencement of their provision.
- 4.2. The deadline for the provision of services is extended by the number of days of delay in payment for the stages of the provided services specified in clause 3.4. hereof.
- 4.3. The contractor determines the technology for the provision of services independently, observing the mandatory requirements of regulatory documents.
- 4.4. Confirmation of the provision of services:
 - 4.4.1. The fact of the provision of services by the Contractor and their receipt by the Customer must be confirmed by the Services completion certificate signed by both parties (Appendix №2).
 - 4.4.2. The Services completion certificate must be executed and signed by the parties within two days after the completion of the services, granted that the services are provided by the Contractor with due care and in full.
 - 4.4.3. In case of avoidance or unmotivated refusal of the Customer to sign the Services completion certificate, the certificate signed by the Contractor unilaterally is considered signed by both parties if within 2 (two) calendar days from the date of its receipt by the Customer, the latter has not received substantiated objections regarding completeness and the quality of the provided services. In this case, the services specified in this certificate are considered provided by the Contractor and accepted by the Customer, and are subject to payment under the Agreement.
- 4.5. Involvement of third parties in the provision of services (subcontractors).
 - 4.5.1. The Contractor has the right to involve any third parties (subcontractors) in the provision of services without additional approval of the Customer.
 - 4.5.2. The Contractor is liable to the Customer for the consequences of non-fulfillment or improper fulfillment of obligations by the subcontractor.
- 4.6. The Contractor has the right not to start providing services or to suspend the process of services provision that has begun in cases where the Customer's violation of obligations under the Agreement prevents the Contractor from fulfilling the Agreement, as well as when there are circumstances that clearly indicate that these obligations will not be fulfilled within the prescribed period. In the circumstances specified above, the Contractor has the right to refuse to execute the Agreement and demand recovery of losses by notifying the Customer (Appendix №6).

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Customer is entitled to:
 - 5.1.1. Control the completeness and quality of the services provided without interfering with the Contractor's work.
 - 5.1.2. Receive full information about the progress of the examination and treatment.
 - 5.1.3. At any time, refuse to execute the Agreement by sending the notification specified in Appendix №5 to the Contractor's address, subject to full payment of the costs incurred by the Contractor. At the same time, in case of refusal to execute the Agreement after entry into the country of the Agreement execution, the payment for the first stage is not refundable.
- 5.2. The Customer is obliged to:

- 5.2.1. Provide the Contractor with complete and objective information about the state of health, including the results of the examination and treatment carried out before the conclusion of this contract; documents or copies thereof are transferred to the contractor under the certificate (Appendix №3).
- 5.2.2. Issue a power of attorney to the person specified by the Contractor to perform the actions necessary to execute the contract under the laws of the country of the services provision, including payment of expenses on behalf of the Customer.
- 5.2.3. Follow the Contractor's recommendations regarding actions and behavior in the country where the service is provided.
- 5.2.4. Follow the recommendations and requirements of the medical staff during the examination and treatment.
- 5.2.5. Pay for the provided services in accordance with the terms of this Agreement.
- 5.2.6. Independently pay expenses not included in the list of services under the Agreement.
- 5.3. The Contractor is entitled to:
- 5.3.1. Demand from the Customer the documents and information necessary to determine the types of medical care required.
- 5.3.2. To the extent necessary for provision of high-quality services, transfer the personal data provided by the Customer, including information about the state of his health, to the employees involved in the provision of services, translators, accompanying persons of the Customer.
- 5.3.3. Refuse to execute the Agreement if the Customer fails to follow the recommendations of the Contractor, comply with the requirements of the authorities of the country of residence, the attending doctors. At the same time, the Contractor is obliged to notify the Customer in the form of Appendix №6 hereof and ensure the possibility of the Customer to return to the country from which he arrived.
- 5.4. The Contractor is obliged to:
- 5.4.1. Provide reliable and complete information about the specialization of medical institutions, their location, the medical examination and treatment plan, living conditions and the undergoing treatment procedures.
- 5.4.2. The Contractor is obliged to provide reliable and complete information about related services, including a detailed program of stay, travel conditions, meals, excursion services, security measures, sanitary and epidemiological rules of the country of residence.
- 5.4.3. The Contractor undertakes to provide the Customer with a services package specified in Appendix №1.
- 5.4.4. The Contractor bears civil liability for non-provision of services or non-compliance of the provided services with the requirements of the country of execution of the Agreement.
- 5.4.5. Pay at his own expense the costs not provided for herein, but which have become necessary in connection with the Customer's stay in the territory of the country of residence, including those caused by the need to comply with the requirements of regulatory legal acts of the authorities of the country of residence.
- 5.4.6. Ensure the safety of personal data that became known to the Customer during the execution of the Agreement.
- 5.4.7. Upon completion of the service, return to the Customer the documents (copies) received from him according to the certificate of return of documents (Appendix №4).

6. LIABILITY OF THE CONTRACTOR

- 6.1. The party whose right has been violated may demand full compensation for the losses incurred, unless the law provides a smaller amount for compensation for losses.
- 6.2. The Contractor is released from liability for non-fulfillment of obligations or for improper fulfillment of obligations, if he proves that the non-fulfillment or improper fulfillment of obligations occurred due to force majeure, and may be released from this liability on other grounds provided for by law.

7. SIGNING, CHANGING AND TERMINATING THE AGREEMENT

- 7.1. This Agreement can be signed by the parties either personally, by jointly signing two identical copies for each of the parties, or by sending an electronic image of the document signed by the party in PDF format to the email address specified by the Party herein.
- 7.2. Addresses of the parties for exchanging electronic images of documents and sending notifications as part of the execution of this Agreement:
The Customer's e-mail: <svetoslava.vasileva@ewellix.com>
The Contractor's e-mail: <treatment@against-ms.com>
- 7.3. This Agreement and any amendments hereto requiring signature by both parties are considered signed when both parties have received identical electronic images of a document requiring signature to the address of each of the parties specified in clause №7.2. of the Agreement, from the address of the counterparty specified in clause №7.2. In this case, the date of signing the document is the date of receipt of the electronic image of the last received document.
- 7.4. A document that does not require signing by both parties is considered received by the other party at the time of its receipt at the counterparty's address specified in clause №7.2. of the Agreement.
- 7.5. The Customer has the right to refuse to execute the Agreement at any time, subject to full payment for the provided services and documented expenses of the Contractor for not provided services.
- 7.5.1. The Customer's refusal to execute the Agreement must be made by sending notification to the Contractor's address specified in clause №7.2. of the Agreement in the form agreed by the parties (Appendix №5).

8. SETTLEMENT OF DISPUTES

8.1. The parties agreed that all disagreements arising in the course of the execution of this Agreement are resolved through negotiations.

8.2. If the dispute is not settled through negotiations, it is subject to referral to the court at the place of execution of the Agreement and its resolution takes place according to the laws of this country.

9. FINAL PROVISIONS

9.1. The Agreement enters into force and becomes binding on the parties from the moment of its signing, taking into account the specifics stated in Section 7 of the Agreement.

9.2. The Agreement terminates upon signing the Services acceptance and transfer certificate, provided that there is no debt of the Customer.

9.3. The obligations of the parties under the Agreement terminate with the expiration of its validity.

9.3.1. Statements, notifications, notices, demands or other legally significant messages with which the law or the Agreement associate the occurrence of civil law consequences for the other party must be sent only in one of the following ways:

- by courier (courier delivery). The fact of receipt of the document must be confirmed by the acknowledgment of receipt of the party. The acknowledgment of receipt must contain the name of the document and the date of its receipt, full name, position and signature of the person who received this document;

- by recorded delivery letter with acknowledgement of receipt;

- by e-mail to the address specified in clause 7.2 of the agreement.

9.3.2. The legal entity bears the risk of the consequences of not receiving legally significant messages delivered to the address,

9.3.3. List of appendices to the agreement:

9.3.4. Appendix №1 - List of provided services under the Agreement.

9.3.5. Appendix №2 - Services completion certificate.

9.3.6. Appendix №3 - Certificate of documents transfer.

9.3.7. Appendix №4 - Certificate of return of documents.

9.3.8. Appendix №5 - Notification of unilateral refusal of the Customer to execute the Agreement.

9.3.9. Appendix №6 - Notification of unilateral refusal of the Contractor to execute the Agreement.

10. SIGNATURES OF THE PARTIES

CUSTOMER

Yordanova Iva Radoslavova

Citizenship: Bulgaria

Passport: 389916068

CONTRACTOR

Li-Na International Agentur GmbH

Address: Elisabeth-Selbert-Str.2, 36041 Fulda, Germany

E-mail: treatment@against-ms.com

Yordanova Iva

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Agentur GmbH

LIST OF SERVICES PROVIDED UNDER THE CONTRACT

Stage	№	Name of the service	Cost
1 st Stage	1.1	Consultations of the Customer about the presence in a foreign state, medical screening, and medical treatment consultations in a specialized medical institution in a foreign country.	3,000 EUR
	1.2	Collection of the necessary documents according to an established list, completing forms, questionnaires, lists established by specialized medical institutions required for preparation of an individual treatment program, health examination and treatment in a specialized medical institution in a foreign country chosen by the Customer.	
	1.3	Qualified translation of medical history, medical reports, medical analyses and other documents in a specialized organization.	
	1.4	Selection of a specialized medical institution agreed by the Customer on the basis of medical documentation, health status documentation and treatment documentation provided by the Customer on the state of Customer's health.	
	1.5	Formation of a preliminary diagnostic/treatment plan.	
	1.6	Negotiation of the time and conditions of examination/treatment according to the Customer's demands.	
	1.7	Provision of visa support for entry/exit, visa extension, issuing an invitation (if necessary).	
	1.8	Booking of a hotel, apartment/flat for the Customer and for accompanying persons (if necessary).	
	1.9	Obtaining a trip cancellation insurance policy.	
	1.10	Ordering taxi, purchasing of air and railway tickets*.	
	1.11	Transfers of a Customer / accompanying persons from / to the airport, from / to the railway station, from / to a hotel, apartments, from / to medical institutions with a personal manager throughout the entire period of stay in a foreign country.	
	1.12	24-hour personal manager's assistance providing consultations on any issues throughout the entire period of the Customer's stay in a foreign country.	
	1.13	Professional advising of the Customer on the contracts** of medical screening in a specialized medical institution, which will be carried out by the Customer.	
	1.14	Professional advising of the Customer on the contracts** of any other types during Customer's stay in a foreign country.	
2 nd Stage	2.1	Professional advising of the Customer on the contracts** of medical treatment.	47,000 EUR
	2.2	Professional advising of the Customer on the contracts** for the supply of medications and medical devices in accordance with the requirements of medical institutions.	
	2.3	Professional advising of the Customer on the contracts** of social and household services.	
	2.4	Solving of household issues during the Customer's stay in a host country (internet connection services, food supply according to the Customer's demands, hygienic medical products).	
	2.5	Transport support, including transport equipped with special devices (stretcher, special chair, incubator) on the territory of the country of execution of the agreement (if necessary).	
	2.6	Provision of services of a highly qualified translator for the entire period of the Customer's stay in the host country (may be a personal manager's duty).	
	2.7	Providing the Customer with nursing services.	

2.8	Booking of a hotel, apartment/apartments for the Customer and for accompanying persons (if necessary)	
2.9	Organization of leisure activities (excursions, tickets, shopping, and others) at the Customer's choice.	
2.10	Registration of insurance policies (if necessary).	
2.11	Provision of medical advice on general and specialized medical issues after a treatment.	
2.12	Professional advising of the Customer on the contracts** of medical advisory and expert services contracts.	

*- means that the service does not include the payment of air tickets, railway tickets, payment of other types of transport which is necessary for the entry/departure of the Customer to/from a country of execution of the agreement.

** - means the selection of optimal contracts conditions, due-diligence of counterparties, control over the fulfillment of obligations assumed by counterparties, control over the receipt of accounting documents from counterparties, and if necessary, obtaining documents from the name of the Customer, making payments on his behalf from funds deposited as a payment under the agreement.

SIGNATURES OF THE PARTIES:

CUSTOMER

Yordanova Iva Radoslavova

Citizenship: Bulgaria

Passport: 389916068

CONTRACTOR

Li-Na International Agentur Gmbh

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