

## GENERAL SERVICE AGREEMENT

This General Service Agreement (hereinafter referred to as the “**Agreement**”) is entered into by and between Dante Turizm Organizasyon Tanıtım ve Reklamcılık AŞ. a company duly established and validly existing under the laws of the Republic of Turkey (hereinafter referred to as “**DANTE**”) on one side and [redacted] located at [address] (hereinafter referred to as the “**Client**”) on the other side.

(The Client and DANTE shall each be referred to as a “**Party**” and they shall collectively be referred to as the “**Parties**.”

### BACKGROUND:

- A. The Dante is the owner and the operator of a web-based platform whereby prospective patients and physicians are introduced to each other for purposes of diagnosis and treatment of the patients’ medical conditions in facilities located in the Republic of Turkey.
- B. The Patient is desiring to use this platform and DANTE’s intermediary services for receiving the medical services referred to above subject to the terms and condition stated herein, in addition to any rules and regulations that may be applicable under the applicable laws.

### CLAUSE 1 - SUBJECT MATTER OF THE AGREEMENT

The subject matter of the Agreement is the determination of the principals related to services to be provided by DANTE to the Client. The Parties hereby set out the general rules and principles that will govern the use of the website as well as their future correspondence within the context thereof.

### CLAUSE 2 –SERVICES PROVIDED

- 2.1. DANTE’s sole responsibility in relation to the use of this website is providing introductory services between the Client and physicians, ensure a safe online communication channel and keep a database that will be subject to the limitations of physician-patient privilege. DANTE is not a medical service provided and therefore it shall not be held liable for any diagnosis, advice for treatment, cure, or any recommended scientific or medical action by physicians, medical institutions and/or third persons.

All services to be provided by DANTE shall be subject to the provisions of the Agreement.

If the Parties agree on, new conditions may be determined for the works and services that are not covered herein. If the Client requests other auxiliary works and services (such as transportation, travel and housing counseling, translation services) from DANTE, then DANTE shall deliver a proposal for scope, conditions and budget for new works and services to the Client. In case the Parties come to an agreement, such works and services shall be regarded within the scope of the Agreement.

2.2 Within the scope of the Article 2.1 hereof, the Client may engage DANTE -subject to DANTE's acceptance that may be withheld at DANTE's sole discretion- to provide the Client with the following auxiliary services (the "Services") **by demand**;

**2.2.1.Pre-Treatment Services:**

- Specialist physician & branch & hospital & clinical investigation.
- Introduction of the Patient to a physician of Patient's choice or DANTE's recommendation, if such recommendations is solicited by the Patient.
- Transmission of medical records between the Patient and the physicians or medical institutions, however DANTE shall bear no liability about the completeness or accuracy thereof.
- Planning of visas & transportation& arrange an accommodation.
- Providing information about treatment costs and payment options.

**2.2.2. Services During Treatment:**

- Translation services
- Consultancy services
- Reviewing of invoices and costs
- Planning and organization of the transfers between hospital and accommodation.
- Receiving information from the physician before the performing of medical intervention.
- Provide patient accompanist to patient

**2.2.3. Post-Treatment Services:**

- Organization and planning of out-of-hospital care
- Cultural trips, wellness, shopping tours.

2.3 The Services may also include any other tasks which the Parties may mutually agree upon.

2.4 The Client irrevocably accepts and declares that he/she shall obtain the services stated above exclusively form DANTE.

**CLAUSE 3 – RIGHTS AND OBLIGATIONS OF PARTIES**

3.1 DANTE shall show all reasonable efforts to undertake the intermediation tasks stipulated herein considering the best interests of the Client.

3.2 DANTE shall have the right to determine the workflow plans and details (about the auxiliary services mentioned above in "Clause 2") in line with the needs, targets, and expectations of the Client. These flows and formats shall be revised and the required amendments may be made. However, the Parties acknowledge that all medical advice and treatment falls outside of the scope of this Agreement and the realm of expertise of DANTE, which shall be diligently pursued by a physician to the satisfaction of the Client. DANTE cannot be held liable for any wrongdoing on the part of third persons, including but not limited to physicians and medical institutions.

**3.4** The Client shall share the name, contact information and any other details of persons who shall be contacted in cases of emergency that may be reasonably requested by DANTE for purposes of this Agreement.

**3.7** DANTE makes no representation about or warranty for the completeness, accuracy of any data that shall be provided by third persons, including physicians and medical institutions to the Client. However DANTE shall act diligently in choosing and recommending experts and physicians to the Client, which obligation shall be deemed to have been fulfilled by obtaining medical credentials about such persons, such as educational background, professional proficiency and expertise.

#### **CLAUSE 4 - DISCLAIMER**

Without prejudice to other provisions that limit the liability of DANTE under this Agreement; the parties hereby acknowledge and accept that the information contained in this website is provided for informational purposes only, and should not be construed as medical advice on any subject matter. No recipients of content from this site, Client or otherwise, should act or refrain from acting on the basis of any content included in the site without seeking the appropriate medical advice on the particular facts and circumstances at issue from a licensed physician in the recipient's jurisdiction. The content of this website may contain general information and may not reflect current medical developments or treatments. DANTE expressly disclaims all liability in respect to actions taken or not taken based on any or all the contents of this Website.

Any information sent to DANTE by Internet, e-mail or through the Website may not be secure and is done so on a non-confidential basis. Transmission of information from this Website does not create an physician-patient relationship between the Client and DANTE, nor is it intended to do so.

Some links within the Website may lead to other web-sites, including those operated and maintained by third parties. DANTE includes these links solely as a convenience to the Client, and the presence of such a link does not imply a responsibility for the linked site or an endorsement of the linked site, its operator, or its contents.

This Website and its contents are provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Furthermore, DANTE does not make any recommendation to Client's about choosing any physician and/or medical institution based upon viewing this Website, and the Client is expected to make his/her own evaluation about the physicians and experts with whom they desire to discuss their medical conditions.

Reproduction, distribution, republication, and/or retransmission of material contained within the DANTE website is prohibited unless the prior written permission of DANTE has been obtained.

#### **CLAUSE 5 -TERM AND TERMINATION**

The Client shall be deemed to have accepted the terms of this Agreement upon electronic approval thereof by submitting such approval electronically. Unless their nature requires

otherwise, this Agreement may be terminated by either Party by ending the membership to the website.

#### **CLAUSE 6 - CONFIDENTIALITY**

- 6.1** Each Party undertakes to the other that it will not at any time use, divulge or communicate to any person, except to its Professional advisors or as may be required by law or any regulatory authority Confidential Information concerning the business affairs of the other party, or any member of the group of companies to which the other party belongs, which may have or in the future come to its knowledge, and each of the parties shall use its reasonable endeavors to prevent the publication or disclosure of any such Confidential Information concerning such matters. This clause shall survive without time limitations.
- 6.2** “Confidential Information” shall mean any information or data relating to the “disclosing party”, its business or activities, or which is disclosed by the disclosing party or its agents, save information which (a) is or becomes available to the public otherwise than by a breach of this clause, or (b) is or becomes available to the “receiving party” from other sources free of restriction as to its use or disclosure.

#### **CLAUSE 7 - MISCELLANEOUS**

- 7.1** If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected.
- 7.2** No waiver by a Party of any breach of any of the provisions of this Agreement shall be construed as a continuing waiver or a waiver of any preceding or subsequent breach of the same or any other provision.
- 7.3** This Agreement represents the entire understanding between Parties in relation to its subject matter and supersedes all agreements and representations made by either Party, whether oral or written.
- 7.4** The Parties, directly or indirectly and in full or in part, shall not assign or transfer, this Agreement or works hereunder or any rights, claims and debts arising from this Agreement to any third party without the prior written consent of the other party.
- 7.5** The Parties acknowledge that they accepted the addresses specified in the Agreement will be their legal notification address for all the notifications to be made, that they will notify the changes in the addresses that will take place subsequent to signing of this agreement to the counterparty in writing, that, in the event that they fail to send such notification, all kinds of notifications to the previous address shall be considered to have been sent to themselves. Any notices to be made by the Parties to each other through e-mail due to the Agreement shall be in writing and shall be deemed to have been received by the counterparty 1 day after the e-mail has been sent.
- 7.6** Parties hereby accept the in all manner of conflicts that may occur as a result of obligations included in this Agreement, DANTE’s commercial ledger and records and computer

records shall be valid and shall constitute conclusive evidence, and that this clause is the evidence contract referred to in Civil Procedural Law No.6100 - Article 193.

- 7.7** Any and all disputes arising out of or in connect with this Agreement shall be resolved in accordance with provisions of effective legislation of Turkey by İstanbul Central Courts and Execution Offices.
- 7.8** Stamp tax related with legalization of this Agreement shall be paid by the Client.
- 7.9** The Processing of Personal Data Clarification Text signed by the Client and annexed to the Agreement which is submitted to the Client shall be an integral part of the Agreement.
- 7.10** Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Turkey without regard to the principles of conflicts of laws thereof.

This Agreement was drawn up and electronically signed/accepted by the Parties indicated herein.

ANNEX 1: The Processing of Personal Data Clarification Text signed by the Client and annexed to the Agreement