

Service Contract

1. SUBJECT TO THE CONTRACT

The present contract settles the collaboration between the parties with regard to the supply of the service by Healthy Life to the patient.

2. INTEGRAL CONTRACTUAL COMPONENTS

The contract concluded on the website (in the following referred to "internet booking") and the here present contract form the agreement concluded between the two parties.

In case of any contradiction between the internet booking and the here present contract, the conditions of the present contract are authoritative.

3. GENERAL CONDITIONS OF CONTRACT

3.1 Conclusion of Service Contract

With the execution of this present contract and the acceptance of the general terms and conditions the patient (as user of the website) complies with the content of this present contract. To be able to continue to use any services from sertugen Travel Agency, the patient has to sign this contract.

3.2 Domain

Healthy Life conducts under the websites sertugen.com an internet platform that presents the users information about medical benefits that are served by different hospitals.

3.3 Services on the part of sertugen Travel Agency

1. Healthy Life only mediates between the patient and the hospitals. The services mentioned in the websites of Healthy Life are performed by the hospitals and in accordance with their terms and conditions. The costs to be paid by the patient are carried out according paragraph 5 of this present contract.
2. Healthy Life provides the patient with an opportunity to enter his data and all substantial information that is relevant to his desired treatment (pictures, reports, etc.).
3. Healthy Life forwards all data (reports, pictures, etc.) that the patient shares, to the hospitals.
4. Hospitals send thereupon a preliminary exhibit of suitability (cf. reservation of paragraph 3.6) to sertugen Travel Agency. Healthy Life forwards this preliminary suitability report which contains the price proposed by the hospital to the patient.
5. With this preliminary suitability report (cf. reservation of paragraph 3.6), the patient has to transfer the expectable costs to Healthy Life in advance to be able to use the services and medical benefits that the hospitals offer.

6. After the patient has signed the contracts and effected the payment, Healthy Life obligates itself to forward the payment to the hospital.

3.4 Patient's Duties

1. The patient is obligated to transmit all existing reports, pictures, examinations, etc. without any misinformation or incompleteness to Healthy Life and give Healthy Life unrestricted rights of sharing these information with 3rd parties in order that Healthy Life can forward these documents to the hospitals. In case of any false information the patient's treatment plan or cost may change or the operation could not be performed.
2. The patient is obligated to read up about Healthy Life and its services. With the signature, the patient confirms to have read up, understood and agreed with all the conditions and terms mentioned on the website sertugen.com (i.e. privacy statements, web site usage term, risk of operations etc.).
3. The patient is obligated to transfer a prepayment within 10 (ten) days after his confirmation to the services to be able to use the service package of Serugen Ltd. All the rest of the payments needs to be done at most 10 days prior the operation date. In some exceptional cases with the preapproval of the Healthy Life the patient may as well pay just before his operation.
4. After the payment is executed, the patient shall return all signed contracts via E-Mail.
5. The patient is obligated to pay for any additional services that are not included in their service package (e.g. additional test needed, additional stay in hospital, consequences of complications) to Healthy Life or to the 3rd parties that Healthy Life will mention (i.e. hospitals).
6. The patient shall be responsible to arrange all documents required for the journey (valid passport, visa if needed).
7. The patient shall forward his travel documents to Healthy Life and inform Healthy Life immediately, not later than 5 (five) days before departure, in case of any change.
8. If the patients current health insurance does not contain travel benefits the patient is obligated to conclude a) a travel and travel cancellation insurance and b) an insurance that covers the risk of complications (due to a medical treatment). The costs for this insurances have to be paid by the patient. Healthy Life does not contract with any insurer.
9. If the dates for the examinations/treatments change on patient's demand or the patient misses the flight or a connecting flight, any expenses resulting from this are on patient's account.

3.5 Reservation of Amendments and Additions of Services or Service Prices on the Website

Healthy Life reserves the right to actualise, modify or delete anytime all price lists, services and packages that can be found on the website www.sertugen.com Healthy Life is also authorised to change the prices (cf. paragraph 3.6) anytime. If the patient already paid before the price change, this does not apply to the patient.

3.6 Reservation of Price Changes

The prices indicated on the website sertugen.com are terms of reference for people who do not have any medical conditions and undergo the impending treatment for the first time. The hospital will issue a preliminary suitability report and calculate the expected costs for the treatment according all information that it obtains from the patient. The preliminary suitability sent report and the cost calculated based on it serve as information and are legally not binding. Whether the patient will be treated or not and which method will be used are at the sole discretion of the responsible doctor at the hospital, after having executed all examinations.

If in the context of the local medical examination (at the hospital), it is detected that due to medical reason the planned surgery cannot be executed (or the medical service cannot be provided) or can only be executed partially or the need of making a different surgery before the planned one rises or the need of making another surgery instead of the initially planned rises, the patient may decide to cancel the operation and ask for a refund of effected payments, after deduction of the cost for the services provided by any parties (e.g. examinations, test, transfer, advise, accommodation, meals) that have already been provided, within thirty days or may choose to opt-in for a lower priced operation and/or operation package where he will get the refund of the difference between two operations and/or operation packages in thirty days or may opt-in for a higher priced operation(s) and/or operation package(s) where he will need to pay the difference between two operations and operation packages immediately before the operation. No refund can be given if the patient decide to get the planned services even partially.

Healthy Life reserves the right to conduct cancellations, date changes or the change of the hospital in case of unforeseeable circumstances. In this case, Healthy Life shall not be held responsible for the cancellations or changes. In such cases the patient, however, has the right to cancel the service package without any cancellation costs (excluding any cost that already occurred i.e. travel, accommodation expenses etc.).

3.7 Other Conditions of Contract

The patient agrees explicitly with the consecutively specified contract contents:

1. The patient agree to sign a separate agreement with the hospital with which the hospital will take the responsibility of all medical interventions. The patient agrees to execute the payments to the hospital via Healthy Life unless otherwise is requested by sertugen Travel Agency.
2. Healthy Life presents the patient several different hospitals for selecting. The patient decides which hospital the patient prefers.
3. The hospital provides the patient a doctor. The patient has the right to ask to change this doctor.
4. The patient notes that a possible doctor change (cf. c.) requires time and may have effects on the travel plan. If the travel plan is affected by this change,

any additional expenses and charges (e.g. flight change, hotel change) will be on patient's account. Neither the hospital nor Healthy Life are liable for these additional expenses and the patient is obligated to cover any additional expenses arising from this doctor change.

5. All content (pictures, tables, descriptions, etc.) published on the Healthy Life website sertugen.com are generated according the data provided by the hospitals. This information does not replace a local medical examination. Healthy Life is particularly not obligated to verify the hospitals and/or their services.
6. In case of inability of the initially mentioned doctor to perform the operation, the patient will be provided with another equivalent doctor by the hospital. In case of incapability of the doctor is not caused by hospital and/or if the hospital offers another equivalent replacement (for doctor/hospital), the hospital is not responsible for any suites arising from the incapability of the doctor.
7. The patient authorizes Healthy Life and the hospital, its related parties and service providers to take any kind of photos and videos, during before, during or after his treatment and use these materials for any medical and marketing purposes in any mediums in any country. The patient declares that he/she gave all rights (today and future rights) of these materials to Healthy Life and he/she does not have and will not have any monetary or other request for any act done with these materials.
8. Healthy Life accepts the payment from the patient to transfer it to the hospitals or other 3rd parties to ease the money transfer process for the patient. The patient understand and agree to this and that making his payment to Healthy Life do not make Healthy Life liable in any sense from the medical services given to the patient by the hospital or the doctor.
9. The patient agree and accept that no reimbursement in any means or ways can be done after any of the services are used regardless of their conditions or results.
10. In case Healthy Life is buying the flight tickets of the patient, Healthy Life is responsible for the first purchase and any further changes, cancellations etc. are in the responsibility of the patient.
11. The patient agrees not to attack or criticise Healthy Life or any of its employee, associate or partner publicly (review websites, social media networks, blogs, public forums etc.) in regards to Service Provider's treatments and actions. As Healthy Life cannot be held responsible for the services, medical treatments and procedures provided by the Service Provider, you agree not to bring bad name to Healthy Life or any of its employees or take action that negatively affects sertugen Travel Agency, its reputation, services or management at any time during or subsequent to contract period.

4. COMMENCEMENT / EXPIRATION OF CONTRACT

1. The here presented contract will be effected after its execution or the first payment of the customer whichever is earlier. After the execution of this

contract, all determinations are binding and a termination only admissible under the consecutively specified conditions (cf. below, 2.):

2. The surgery/medical treatment can only be cancelled subject to the payment of fees. If the mandate is cancelled or its extent substantially cut down before its contractual implementation, the patient shall indemnify Healthy Life completely for any expenses arising from this event.

Cancellation until 30 days or more before the surgery/ medical treatment: 0% of the total price of the service package;

Cancellation 3-29 days before the surgery/ medical treatment: 20% of the total price of the service package;

Cancellation 0-2 days before the surgery/ medical treatment: 50% of the total price of the service package;

5. CONTRACT COSTS AND PAYMENT CONDITIONS

1. The patient shall pay the price indicated on his preliminary suitability report at least 10 (ten) days before the estimated treatment day to sertugen Travel Agency, to be able to reclaim the service package of Healthy Life (cf. above, paragraph 3.3).
2. In case of paying by installments to Healthy Life directly, the patient shall pay all installments duly. Just after all installments are paid, the patient will be able to make demands on the service. If the installments are not paid duly, Healthy Life may deduct already effected expenses by Healthy Life from earlier installments .
3. In case the patient use a third party service to pay by installments , the patient is subject to the terms and conditions of these parties. On the other hand, working with another third party's installments plans do not eliminate the financial liability of the patient towards sertugen Travel Agency.

6. CAVEAT EMPTOR/ LIMITATION OF LIABILITY

6.1. Caveat Emptor

Healthy Life excludes any warranty, as far as legally possible.

6.2. Liability

Healthy Life is only liable for losses that arise from a grossly negligent and deliberate action that originates in connection with the services mentioned in article 3.3.

The liability of Healthy Life is – regardless of the cause in law and for any kind of default – quantitatively limited on the amount of the agreed service/ the agreed service package.

The liability provisions (according paragraph 1 and 2 of this determination) value for contractual, non-contractual and quasi-contractual demands.

The patient notes in particular that Healthy Life is not liable for any losses caused by the hospital or any possible third parties and agrees not hold Healthy Life

responsible for any negligence or malpractice of its service provider. Particularly, the patient cannot claim from Healthy Life for an inadequately fulfilment of the contract by the hospital (or any other third party that provides services).

7. DATA PROTECTION/ CONFIDENTIALITY

7.1. Data Protection

Healthy Life is obligated to comply with privacy policy announced on sertugen.com.

The patient is obligated to use the documents provided by Healthy Life in a careful way and to not use them for commercial purposes. The patient agrees that all data regarding doctors, hospitals, accommodations, etc. that are saved on sertugen Travel Agency's files belong only to Healthy Life and they are confidential.

The patient agrees that all patient-related data about the health, particularly tests, reports, pictures for service purposes may be forwarded to third parties and that this data may be used by them. Healthy Life is obligated to not use this data contrary to contract and not to the disadvantage of the patient.

7.2. Confidentiality

The parties are obligated to keep all mutual exchanged information, data and documents (hereinafter "confidential information") only for the purpose of service provision and to keep them strictly confidential. In case of doubt, any exchanged information values as confidential.

The parties are obligated to bind any auxiliary person as well as possible called third persons who assist in the execution of the service to keep all confidential information which is related to the contracting party secret.

8. ASSIGNMENT

The patient may only assign his right to a third party/person with the written consent of sertugen Travel Agency.

9. CONTRACT AMENDMENT/ SEVERABILITY CLAUSE

Amendments and additions of this contract, including this clause, need to be made in writing in terms of art. 13 OR.

Should single conditions of this contract be invalid, ineffectual or void, does this not apply to the validity of the other conditions. The parties obligate themselves with regard to this case to replace the inapplicable condition with a condition that comes in its legal and economical purpose as close as possible.

10. APPLICABLE LAW/ JURISDICTION

The here present contract is subordinated to the turkey law. Any disagreements arising from this present contract are to be assessed by the courts and mediators of Zurich and the language used will be English.