

## COOPERATION CONTRACT No. 05082022-EA-01

This cooperation contract (hereinafter – **Contract**) has been concluded on 5<sup>th</sup> August 2022 by and between:

**Eventus Advisors s.r.o.**, registration No. 06997252, registered address at Antala Staška 1859/34, Krč, 140 00 Praha 4, Czech republic (hereinafter – **Eventus**), represented by the director Sandris Rūgums, acting on the basis of the articles of association, and

**Génlabor Kft.**, registration No. 01 09 906271, registered address at 1015 Budapest, Ostrom utca 16. Fsz. 1. (hereinafter – **the Company**), represented by Dr. Babai László general manager, acting on the basis of the articles of association and

**Génlabor Kft.**, registration No. 01 09 906271, registered address at 1015 Budapest, Ostrom utca 16. Fsz. 1. (hereinafter – **the Client**), represented by Dr. Babai László general manager, acting on the basis of the articles of

Eventus and Client, hereinafter referred to as the Parties, but separately also as the Party,

WHEREAS:

- The Company shall be merged with T&G Health Kft. (a company registered in Hungary under the number: 01 09 879970, tax number: 13280484-2-41), West Health Kft. (a company registered in Hungary under the number: 01 09 997158, tax number: 24237961-2-41) and New Health Kft. (a company registered in Hungary under the number: 01 09 993151, tax number: 24157041-2-41) acquiring all the assets and activities of these companies (hereinafter – Merger);
- After the Merger has been finalised, Client intends to sell any amount of the shares of the Company (hereinafter – the Shares) or attract a majority investor by issuing and selling new shares (Investment);
- Eventus has the necessary resources, expertise, know-how and contacts in order to organise the sale of Shares;

the Parties, therefore, based on mutual interest and benefit conclude the following contract (hereinafter - Contract):

## 1. SUBJECT OF THE CONTRACT

- 1.1. The Client hereby exclusively appoints Eventus and Eventus using its experience, business contacts and knowledge commences to organize the sale of the Shares and/or the Investment (hereinafter - **the Services**), which includes the following:
  - 1.1.1. Preparation and submission to the Client for approval a list of potential buyers;
  - 1.1.2. Consultation of the Client on most appropriate strategy and tactics during the negotiations with the potential buyers;
  - 1.1.3. Preparation of descriptive teaser;
  - 1.1.4. Preparation of information memorandum;



- 1.1.5. Consultation on value of the Company, including preparation of valuation report of the Shares;
- 1.1.6. Representation of the Client in relations with the potential buyers;
- 1.1.7. If necessary, acting together with legal advisors, representation of the Client in relations with all institutions and other third parties which shall be involved when preparing for the sale of the Shares;
- 1.1.8. Support the Client in negotiations with the potential buyer in order to reach conditions acceptable for the Client in sales process of the Shares;
- 1.1.9. Coordination of information flow between the Client and potential buyers, including assistance in preparation of data room;
- 1.1.10. Advising the Client on the deal structuring;
- 1.1.11. Share sale process management;
- 1.1.12. Cooperation with legal advisors on preparation of the necessary documents for entering into agreement (preparation of a purchase and sale agreement);
- 1.1.13. Coordination and conduct of closing procedures of the sale of the Shares (together with legal advisors) to the end;
- 1.1.14. Other services, which are inseparable and related with above mentioned services.

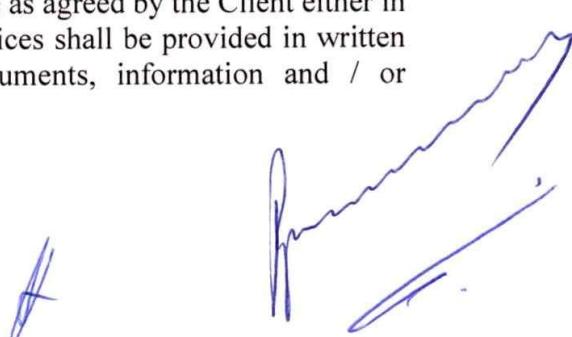
1.2. Eventus represents and warrants to the Client that neither on the day of signing of this Contract, nor during validity of this Contract, Eventus is and shall not be under no contractual or other restrictions or obligations which are inconsistent with the execution of this Contract or which may interfere with the performance of the Services. Breach of this warranty shall be considered as essential breach of the Contract.

## **2. SCHEDULE OF THE PROVISION OF SERVICES**

- 2.1. Eventus shall provide the services mentioned in clause 1.1. of the Contract within 12 (twelve) months after conclusion of this Contract.
- 2.2. Eventus within 10 (ten) business days after signing of this Contract shall provide to the Client a preliminary schedule of Services.

## **3. RESPONSIBILITIES AND ENTITLEMENTS OF THE PARTIES**

- 3.1. Eventus has the following obligations:
  - 3.1.1. to provide professional Services, in high quality and in accordance to the generally accepted professional standards;
  - 3.1.2. to cooperate with persons appointed by the Client in order to ensure performance of this Contract;
  - 3.1.3. to inform the Client immediately about any essential information relevant for performance of this Contract;
  - 3.1.4. to provide the Services in the manner and time as agreed by the Client either in written or orally. The Parties agree, that Services shall be provided in written by drafting and submitting necessary documents, information and / or



presentations, advising by e-mails, by providing information and advises orally during meetings, teleconferences, conversations, etc., participating in meetings, and/ or negotiations and etc., whatever are needed at certain moment;

- 3.1.5. at any time upon request of the Client Eventus shall submit to the Client written report on the scope of Services provided during certain period as indicated by the Client.
- 3.1.6. before sending any information about the Client to any potential investors, Eventus shall get prior written approval from the Client concerning (i) content and scope of the information/ documents to be sent to the potential investors; (ii) list of potential investors, to whom information may be sent (provision of information to the persons, which are not included into list of potential investors approved by the Client is strictly prohibited and shall constitute essential breach of the Contract);
- 3.1.7. During the validity of this Contract not to enter into similar agreements with third persons who are deemed to be competitors of the Client without a prior written permission of the Client.

3.2. Eventus is entitled to:

- 3.2.1. request and receive from the Client any information as may be reasonably required by Eventus for provision of the Services. Eventus has the right to make the requests orally, in writing, using e-mail– in any of the forms mentioned appropriate for the particular situation;
- 3.2.2. contract third persons for performance of this Contract, by ensuring that those persons shall comply with confidentiality provisions stated in this Contract, only having prior written consent of the Client. If Eventus subcontracts third persons, it shall be held liable against the Client for any and all services and or advices provided to the Client by such persons;
- 3.2.3. receive the remuneration pursuant to the provisions of this Contract.

3.3. The Client has the following obligations:

- 3.3.1. To cooperate with the Eventus and appoint the responsible person, who shall provide to the Eventus information, which may be reasonably required for provision of the Services (including, but not limited to, information about the assets owned by the Client, as well as other factors that may influence a value of the Client, information about the financial conditions of the Client, information about litigations and other proceedings, where the Client is involved or might be involved, information about the planned loans, credits, and other investments, and other information that may be reasonably necessary for the due provision of the Services);
- 3.3.2. to inform Eventus about all the conditions and circumstances, which might be relevant for performance of this Contract;
- 3.3.3. the information provided by the Client should be truthful to the best knowledge of the Client. The Client binds himself to comply with this Contract in good faith. Client's intentional non-cooperation with Eventus and continuous deliberate avoidance of providing requested information or deliberate provision

of misleading or false information shall be considered as essential breach of the Contract.

3.4. The Client:

- 3.4.1. is entitled to demand from Eventus information about the provisions of the Services and its results;
- 3.4.2. has a right not to accept any offer from a potential buyer – the Client has the right to refuse any offer from a potential buyer at any time.

3.5. The Parties agree that all intellectual property rights, including but not limited with copyright, know-how and etc., to all documents, presentations, information and etc., created by Eventus when performing this Contract belong to the Client to the widest possible extent and Client is free to use and/or modify these documents, presentations, information at his own discretion without any restrictions.

#### 4. VALIDITY OF THE CONTRACT

- 4.1. This Contract commences on the day of its signing and shall be valid for 12 (**twelve**) months. The Contract is automatically prolonged for 6 (**six**) months, if the Client with the potential buyer has concluded memorandum of understanding, term-sheet or other similar covenant on the sale of the shares of the Company.
- 4.2. Any Party have the right to unilaterally, without applying to court terminate this Contract in case the other Party essentially breaches this Contract and does not remedy the breach within 10 (ten) days after the delivery of the respective notification.

#### 5. INVOICING AND PAYMENT TERMS

- 5.1. Client shall pay to the Eventus, and the Eventus has the right to receive from Client the following remuneration for the Services provided according to this Contract:
  - 5.1.1. **Flat monthly retainer in amount of EUR 4,000.00 (four thousand euros)** for the Services mentioned in clause 1.1. during the first six months of this Contract irrespective of the success regarding the sale of the Shares. This fee shall be paid upfront for every coming month.
  - 5.1.2. **Flat monthly retainer in amount of EUR 4,000.00 (four thousand euros)** for the Services mentioned in clause 1.1. during the first three months after the memorandum of understanding or term-sheet or any other similar documents has been signed between the Client and the potential buyer. This fee shall be paid upfront for every coming month.
  - 5.1.3. **Success fee in the amount of 2.5 (two and a half) %** from the actual purchase price of the Shares or the actual Investment made. Eventus is entitled to issue and Client is obliged to pay the invoice of this Success fee after the purchase prices for the Shares has been paid to the Client or the Investment has been received by the Company.

- 5.2. The payments are deemed to be received once they are received in the bank account of Eventus.
- 5.3. All the prices in this Contract are indicated without value added tax and shall be subject to VAT upon issuing of the invoice.
- 5.4. All the payments to be paid by to Eventus shall be transferred to Eventus account in accordance with the invoices submitted in accordance with this Contract within 10 (ten) days after the invoice date.
- 5.5. In case of late payments, Eventus is entitled to receive a contractual penalty in amount of 0.05% per day from the amount of late payments. The payment of contractual penalty shall not release the other Party from performance of obligations stipulated in the Contract and to cover all direct losses for Eventus.
- 5.6. In addition to the remuneration mentioned in clause 5.1 of this Contract the other Parties shall compensate reasonable expenses suffered by Eventus for business trips, related with performance of this Contract, i.e. traveling costs, accommodation costs, if such costs are approved by the other Parties beforehand. These expenses shall be agreed in a separate annex to the Contract in accordance to each separate event.
- 5.7. In addition to the remuneration mentioned in clause 5.1 of this Contract the other Parties shall compensate reasonable expenses suffered by Eventus which are necessary for performance of this Contract (for example translators, couriers) if such expenses were agreed with the other Parties beforehand.

## **6. CONFIDENTIALITY**

- 6.1. For the duration of this Contract and for 3 (three) years after its expiry, the Parties of this Contract:
  - 6.1.1. must not make use of or disclose or divulge to any third party the Confidential Information received from other Party;
  - 6.1.2. must procure that their employees, representatives or agents do not make use of or disclose or divulge the Confidential Information to any third party.
- 6.2. Clause 6.1 of this Contract does not apply to a Party who discloses any information:
  - 6.2.1. which has become accessible to the public without the Party breaching this Contract;
  - 6.2.2. required to do so by law or governmental or other relevant authority;
  - 6.2.3. which has become known to the Party from a source other than the disclosing Party, without breaching this Contract and provided that such information was not disclosed to the Party as a result of any breach of agreements or other covenants by third party.

- 6.3. If a Party becomes required, in circumstances contemplated by clause 6.2.2., to disclose any Confidential information, such Party shall (save to the extent prohibited by law) give to the other Party such notice as is practical in the circumstances of such disclosure and shall cooperate with the other Party, having due regard to the other Party's views, and take such steps as the other Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.
- 6.4. For avoidance of doubt Confidential information shall mean any and all information of any kind or nature whatsoever, written or oral, including, without limitation, any business, marketing, technical, scientific or other information, which is disclosed by any of the Parties during this Contract or related to the services provided under this Contract, as well as the existence of this Contract and its provisions.

## **7. RESPONSIBILITY**

- 7.1. The Parties shall be liable for damages and harm caused to other as a result of culpable action.
- 7.2. Eventus shall strive to provide the services with maximum efforts to ensure beneficial result. However, Contract's provisions or written or oral announcement of Eventus shall not be interpreted as a promise or warranty to achieve certain result, but shall be regarded as a professional insight of Eventus only, possible to be reached under particular circumstances.

## **8. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 8.1. All disputes and disagreements which arise during the Contract between the Parties shall be resolved through mutual negotiations, but, if the settlement is not reached within 1 (one) month, the dispute shall be finally resolved in the Arbitration Court of Latvian Chamber of Commerce and Industry in accordance with its procedural rules in English, before one arbitrator in Riga, Latvia.
- 8.2. This Contract shall be construed, interpreted and applied in compliance with the UNIDROIT Principles of International Commercial Contracts 2016.

## **9. MISCELLANEOUS PROVISIONS.**

- 9.1. All amendments, additions, corrections to the Contract shall be prepared in writing upon agreement between the Parties. They shall be added to the Contract and shall become integral part of Contracts upon signing.
- 9.2. Every payment payable under this Contract shall be made in full without any set-off, without deduction of, or withholding for or on account of, any amount which is due and payable to Eventus.

9.3. The provisions contained in each clause and sub-clause of this Contract shall be enforceable independently of each other and the validity of each clause or sub-clause shall not be affected by the invalidity of any other clause or sub-clause. In the event that any clause of this Contract is invalid, it will be amended by the Parties to conform with the law applicable, provided that the amendment will not change the economic effect of the invalid provision.

9.4. Unless it is prescribed in writing between the Parties, the Party shall not be entitled to assign partly or fully this Contract or obligations stipulated herein to other person without prior written approval of the other Party.

9.5. Unless agreed otherwise between the Parties, this Contract shall be binding to Parties' successor in title.

9.6. This Contract replaces all and any oral and written agreements between the Parties, concluded before this Contract.

9.7. This Contract comes into force from the moment it is signed by all the Parties.

9.8. This Contract is prepared in English on 7 (seven) pages, every countersigned copy of the Contract shall be deemed valid and executable.

#### **10. SIGNATURES OF THE PARTIES**

**On behalf of Eventus:** \_\_\_\_\_ / Director Sandris Rūgums/

**The Client:** \_\_\_\_\_ / General Manager Dr. Babai László /

**On behalf of the Company:** \_\_\_\_\_ / General Manager Dr. Babai László/