Contract No. \_\_\_\_\_

(for the provision of services)

**1. Contract place and date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_**

This contract is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. Legal status of the parties to the contract:** the parties to the contract are:

|  |
| --- |
|  |
| (name, identification details of the person, address, telephone) |
| , acting as an authorized representative of the minor beneficiary |
|  |
| (name, identification details of the person, address, telephone) |
| , hereinafter collectively referred to as the ‘Customer’, on the one part, and |

**Rainbow LLC** (identification code 404569668), represented by its Director Liya Krikheli (personal number: 01015003634), hereinafter the ‘Contractor’, acting within the framework of the exclusive contract with **Scientific and Research Centre of Oncology LLC** (identification code 205284093) dated 20 December 2018, on the other part.

**3. Subject Matter of the Contract**

3.1. The Contractor undertakes to provide to the beneficiary under this contract services of making organizational and technical arrangements relating to the inclusion of the Customer in a study for the treatment of autism and autism spectrum disorders by autologous hematopoietic stem cells obtained from bone marrow or umbilical cord conducted in Tbilisi, Georgia, in the Department of Cell Technologies of the Scientific and Research Centre of Oncology LLC.

3.2. The services specified in clause 3.1 of this contract to be provided to the beneficiary by the Contractor include organizational arrangements relating to the process of conducting the study in Georgia and booking for the beneficiary and the person(s) accompanying the beneficiary of a hotel, organizing pickup, transfer, communication with the clinic, where necessary, translation services, document arrangements (translation, proper processing of documents) and provision of full information support in the post-operative treatment (for no longer than one year).

3.3. The Customer undertakes to pay for certain services as provided for by this contract.

**4. Principal Rights and Obligations of the Parties**

4.1T**he Contractor shall:**

4.1.1. Properly and fully perform its obligations hereunder;

4.1.2. Fully inform the Customer in writing (Appendix 1) about the clinic’s activities, the fundamentals and specific features of treatment of autism and autism spectrum disorders by autologous hematopoietic stem cells obtained from bone marrow or umbilical cord.

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4.1.3. Enter into this contract with the Customer only on the condition that, based on the submitted medical documentation, the Customer has obtained from the clinic (Department of Cell Technologies of the Scientific and Research Centre of Oncology LLC) consent to the inclusion of the Customer into the study for the treatment of autism and autism spectrum disorders by autologous hematopoietic stem cells obtained from bone marrow or umbilical cord.

**4.2.** T**he Contractor may:**

4.2.1. Require the Customer to comply fully and properly with the terms and conditions of this contract.

4.2.2. Require all documents (including primary medical documentation) and information relating to the performance of this contract.

4.2.3. Monitor the process of the beneficiary’s study, including with the assistance of a coordinator.

**4.3.** T**he Customer shall:**

4.3.1. Properly and fully perform its obligations hereunder;

**4.4.** T**he Customer may:**

4.4.1. Require the Contractor to comply fully and properly with the terms and conditions of this contract.

4.4.2. Require from the Contractor detailed information about the full package of (and individual) services set out in clause 3.2.

**5. Periods and Procedure for the Provision of Services**

5.1. The period for the provision of services set forth in the contract shall not exceed the period of the study specified in Appendix 1 (***Information about the Study Planned in Scientific and Research Centre of Oncology LLC)***, which is an integral part of this contract.

5.2. Place of the provision of services: Tbilisi, Georgia.

**6. Contract Value and Payment Procedure**

6.1. The cost of services shall be determined in accordance with an estimate and an invoice provided based thereon, which is an integral part of this contract.

6.2. The cost of services shall be paid by the Customer based on the estimate and invoice provided by the Contractor at least 2 calendar days prior to the commencement of the study.

6.3. Payments between the parties shall be made in cash and/or by bank transfer.

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6.4. Payments shall be made in the national currency of Georgia, and, where a payment is to be made in a foreign currency upon agreement between the parties, at an official exchange rate of the National Bank of Georgia ruling at the payment date.

6.5. Amounts to be paid by bank transfer shall be credited to the bank account of the relevant party specified in this contract and/or other contract(s) related hereto or to another bank account separately agreed between the parties.

6.6. If the beneficiary needs any services not included in the estimate/emergency services, the cost of such services shall be paid by the Customer separately.

6.7. If the beneficiary does not need all of the services included in the estimate, the cost of the services not provided by the Contractor shall be refunded at least 10 days prior to the expiration date of the contract.

**7. Representations and Warranties**

**7.1. The Contractor represents and warrants that:**

7.1.1. by the time of entering into the contract, it has all the required means;

7.1.2. by the time of entering into the contract and/or other contracts related hereto, it is/will be legally capable (including in the manner prescribed by law);

7.1.3. it has all necessary consents, authorisations and powers of attorney to enter into this contract and/or other contract(s) related hereto;

7.1.4. in the future, it will obtain all consents, authorisations and powers of attorney required to enter into and perform the appendix and/or other contract(s) related hereto;

7.1.5. this contract and/or other contract(s) related hereto are/will be entered into on a voluntary basis, without any violence, pressure, treats or deceit on the part of the Customer or a third party (parties), not by mistake and/or under the influence of any other circumstances;

7.1.6. entering into this contract and/or other contract(s) related hereto does/will not result in a breach of any contractual, judicial (including arbitration), legal and/or other obligation for the performance of which it is responsible;

7.1.7. throughout the term of this contract and/or other contract(s) related hereto, its activities and/or actions are/will be in compliance with its charter and/or other regulations and local and/or international laws;

7.1.8. throughout the term of this contract and/or other contract(s) related hereto, it has complied and will comply with the terms and conditions of this contract;

7.1.9. its actions are not/will not be aimed at deceiving the Customer. Subject to the above principle for entering into and performing this contract and/or other contract(s) related hereto or based thereon, documents and/or information provided to the Customer is/will be, at the time of its provision, accurate, true and complete. At the same time, it is aware of the fact that provision

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of false documents and/or information constitutes an offence punishable under the laws.

7.2. The representations and warranties made and given by the Contractor shall remain in force until full and proper performance by the parties of obligations under this contract and/or other contract(s) related hereto, regardless of full or partial termination of this contract and/or other contract(s) related hereto.

7.3. The Contractor shall immediately notify the Customer in writing of all circumstances, which may conflict with the representations and warranties made and given by it and/or result in a breach thereof, and of commencement or occurrence of any circumstance, which may prevent the Contractor from performing fully and properly any of its obligations under this contract and/or other contract(s) related hereto.

**7.4. The Customer represents and warrants that:**

7.4.1. throughout the period of conclusion and validity of this contract and/or other contract(s) related hereto, its activities and/or actions are/will be in compliance with its charter and/or other regulations and local and/or international laws;

7.4.2. it has obtained all necessary consents, authorisations and powers of attorney required to enter into this contract and/or other contract(s) related hereto;

7.4.3. in the future, it will obtain all consents, authorisations and powers of attorney required to enter into and perform the appendix (appendices) and/or other contract(s) related hereto;

7.4.4. this contract and/or other contract(s) related hereto are/will be entered into on a voluntary basis, without any violence, pressure, treats or deceit on the part of the Contractor or a third party (parties), not by mistake and/or under the influence of any other circumstances;

7.5. Each party represents and acknowledges that it enters/will enter into this contract and/or other contract(s) related hereto in reliance and based on the above representations and warranties of the other party.

**8. Other Rights and Obligations of the Parties**

8.1. To ensure performance of this contract and/or other contract(s) related hereto, the parties shall:

8.1.1. be entitled to exercise the rights granted by this contract and/or other contract(s) related hereto and/or applicable laws in a full and proper manner;

8.1.2. fully and properly perform obligations set forth in this contract and/or other contract(s) related hereto.

**9. Liability of the Parties**

9.1. The Contractor shall be liable for failure to provide the services to be provided by the Contractor or other related parties, and/or for improper provision of the services due to insufficient qualification, health condition and/or willful misconduct (causing harm (damage), etc.);

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9.2. The Customer shall pay to the Contractor a penalty of 10% (calculated based on the cost of services provided to a particular patient) for each breach of an obligation under this contract and/or other contract(s) related hereto, on the Contractor’s demand, and in the case of late payment for the services provided until the obligation is fully and properly performed, a penalty of 0.2% of the cost of the services to be paid for each day of delay.

9.3. The parties shall be liable for any direct or indirect harm (damage) caused to each other as a result of full or partial failure to perform or improper performance of obligations under this contract and/or other contract(s) related hereto. Compensation for damages shall not relieve the parties of any (payment) obligations under this contract and/or other contract(s) related hereto.

9.4. In the event of unilateral termination of the contract by the Customer, the Customer shall reimburse to the Contractor all expenses incurred by it before the termination of the contract (if any).

9.5. In the event of force majeure, neither party shall be liable for full or partial failure to perform or improper performance of its obligations under this contract and/or other contract(s) related hereto.

9.6. A party affected by force majeure shall notify the other party, as soon as reasonably practicable but in any event within five (5) calendar days, of the occurrence of relevant force majeure events and their expected duration; otherwise, it shall lose its right to refer to force majeure as the grounds for being relieved of liability.

9.7. The existence of force majeure events specified in the notification, unless they are commonly known facts (circumstances) or if the other party has any doubts in their true existence, shall be evidenced by a competent authority in the manner prescribed by law within thirty (30) calendar days of receipt by the relevant party of the notice of force majeure circumstances or sending by the relevant party to the other party a request reflecting its doubts in the existence of the force majeure events.

**11. Communication between the Parties**

11.1. Any official relations between the parties shall be documented in writing, unless otherwise stated in the contract. A written notice to be given to a party may be hand delivered or sent by courier (including international courier services) or post (including registered mail). For the purposes of promptness and subject to the provision below, it shall be permitted to give notice to the other party by email, provided that if the other party so requests, such email shall be followed by sending a written notice within a reasonable time of such request.

11.2. A notice shall be deemed to have been delivered on the day of its receipt by the addressee, if the addressee has confirmed the receipt (including by an electronic document, acknowledgement of receipt, using other relevant communication means, etc.). If the addressee fails to confirm the receipt of a notice, such notice shall be deemed to have been duly sent and received;

11.3. In the case of a written notice or telegram sent by courier or post — (а) if sent by the Customer, within three (3) calendar days of being sent, or on the day/date of acknowledgement of receipt (whichever is earlier);

11.4. If sent by email, from the time/date of acknowledgement of receipt, or from the date of acknowledgement of receipt provided by relevant actions;

11.5. A notice shall be deemed to have been accepted if the notice has been returned to the sender due to the addressee’s absence at the specified address/contact details, or if the addressee refuses to accept the notice or evades its acceptance.

11.6. The parties shall continue to communicate using the address/contact details specified in this contract and/or other contract(s) related hereto (or any other address/contact details, which the party provides to the other party in writing). The party shall promptly notify the other party of any change in the specified address(es) or any of its details; otherwise, any communication (notice given, etc.) made to the address specified by the party shall be deemed to have been properly made.

**12. Confidentiality**

12.1. The parties shall keep any information received from the other party confidential, both during the term of the contract and after its expiration.

12.2. The above confidentiality requirement shall not apply to information:

12.2.1. which has been lawfully known to the receiving party before its provision by the other party;

12.2.2. which has been disclosed subject to and for the purposes of complying with the legal requirements (including enforcement by either party of its rights through judicial (including arbitration) proceedings);

12.2.3. which can be obtained from other sources;

12.2.4. which is or will become available to third parties upon written agreement between the parties;

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**13. Claims and Disputes**

13.1. Under this contract and/or other contract(s) related hereto, the parties may make claims to each other in written and/or oral form. The recipient of a claim shall, within five (5) days of its receipt, either uphold the claim, in full or in part, or notify the other party in written and/or oral form of its refusal to uphold it.

13.2. In the event of failure to reach an agreement, all disputes arising in connection with this contract shall be settled by court in accordance with the laws of Georgia.

**14. Term and Termination of the Contract**

14.1. The contract shall come into force upon its signing by the Parties and shall remain in effect for one (1) year.

14.2. To the extent permitted by the contract, other contract(s) related hereto or applicable laws, this contract and/or other contract(s) related hereto may be terminated early in full or in part:

14.2.1. By the Customer, if the Contractor fails to perform any of the obligations set forth in this contract and/or other contract(s) related hereto in a full and proper manner (including monetary obligations, representations and warranties, any condition and/or another obligation);

14.2.2. By written agreement between the Parties;

14.2.3. Based on this contract and/or other contract(s) related hereto and/or in other cases provided by law.

14.2.4. The Contractor may not terminate the contract unilaterally, unless such termination results from a major breach by the Customer of its obligations and, despite a reasonable time given by the Contractor to remedy the breach, the Customer evades the performance of the obligations.

14.2.5. If the contract is terminated by either party on any grounds, the product shall be transferred to the Customer instead of payment of the cost set forth in the contract, unless the Customer refuses to accept it.

14.3. Full or partial termination of this contract and/or other contract(s) related hereto shall not relieve the Contractor of full or proper performance of obligations (payment) set forth in this contract and/or other contract(s) related hereto and/or applicable laws until such obligation is performed on a voluntary or forced basis.

14.4. If this contract and/or other contract(s) related hereto do not set out the effect of termination of this contract and/or other contract(s) related hereto, the parties shall rely on applicable laws.

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**15. Amendments and Supplements**

15.1. Amendments and supplements may be made to the contract in writing upon mutual agreement between the parties.

15.2. Amendments and supplements shall be attached to the contract(s) in the form of an appendix and shall be an integral part thereof.

**16. Miscellaneous**

16.1. The parties confirm that the contents of the contract accurately reflect the parties’ will and that their will has been expressed as a result of reasonable discussion of the contents of the contract and not based on its literal meaning only.

16.2. Any and each right granted to a party for a full or partial breach by the other party of this contract and/or other contract(s) related hereto and/or the laws shall be cumulative and shall be added to all other rights granted by this contract and/or other contract(s) related hereto or/the laws, unless otherwise agreed between the parties.

16.3. Failure by either party to exercise any rights granted for a full or partial breach of this contract and/or other contract(s) related hereto and/or the laws by the other party shall not apply to any further breach of this contract and/or other contract(s) related hereto and/or the laws.

16.4. Invalidity of any articles, clauses and/or sub-clauses of this contract and/or other contract(s) related hereto and/or the laws shall not affect this contract and/or other contract(s) related hereto in general and/or the laws and/or their articles, clauses and/or sub-clauses. In lieu of the invalid provision, a new provision shall be added, which reflects as closely as possible the original intent of this contract and/or other contract(s) related hereto (including that of the invalid provision).

16.5. In this contract and/or other contract(s) related hereto, words importing the singular number include the plural, and vice versa.

16.6. Numbers and heading of the articles, clauses and/or sub-clauses of this contract and/or other contract(s) related hereto are for convenience only and shall not affect interpretation of this contract and/or other contract(s) related hereto.

16.7. The Contractor may not, without the Customer’s prior written consent, transfer to a third party (parties) any of its obligations or rights provided by this contract and/or other contract(s) related hereto (including appendices). The Customer’s refusal rules out the possibility of performance of any of the above action and/or the contract, and, hence, any action and/or contract performed in violation of this rule shall be deemed cancelled and shall not entail legal consequences, unless otherwise specifically provided by law.

16.8. For anything not provided for by this contract and/or other contract(s) related hereto, the parties shall rely on the laws as well as established provisions governing relevant relations and/or additionally agreed conditions.

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16.9. This contract and/or other contract(s) related hereto are made in the Georgian and \_\_\_\_\_\_\_\_\_ languages. Each party shall be provided with one identical counterpart of the contract.

**17. Details and Signatures of the Parties**

**17.1. Contractor:**

Rainbow LLC

Identification code 404569688

Address: ul. Levana Charkiviani, 8, Tbilisi, 0186 (Lisie lake).

Email: info@imcs-4u.com

Bank details:

Bank of Georgia JSC, BAGAGE22

GE80BG0000000131220679

Director: Liya Krikheli

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**17.2. Customer:**

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