

Framework Collaboration Agreement

Empowerment Referral and Booking Scheme

This Framework Collaboration Agreement is between (Party A) the subscriber and the United Kingdom Rejuvenation Centre Limited, Registered address: 160 City Road, London, England, EC1V 2NX, Company Number 12027493, VAT Number GB348354383 (Party B).

The Parties to this agreement wish to establish a framework to govern their respective rights and obligations in relation to their intention to cooperate and jointly set up a series of collaborations (the "Empowerment Referral and Booking Scheme").

The framework for the Empowerment Referral and Booking Scheme is set out below:

1. Scope of the Empowerment Referral and Booking Scheme.

To advertise, promote and book non-surgical medical aesthetic treatment services, i.e. PLEXR Plasma Soft Surgery or PLEXR Plasma Rejuvenation Treatment, using devices and practitioners provided by Party B at nominated clinics assigned by Party B (the "Empowerment Referral and Booking Scheme").

2. Collaboration Project Responsibilities.

2.1 Party A responsibilities:

2.1.1 Advertising, promoting and sourcing patients for Party B.

2.1.2 Managing bookings for patient treatments in nominated clinics provided by Party B.

2.1.3 Driving patient referrals direct to Party B nominated clinics.

2.1.4 Party A must have valid business insurance covering public and employee liability.

2.1.5 Carrying out market promotion and recruiting clients to make appointments for treatment and provide Party B with necessary booking information minimally 5 working days prior to the appointment.

2.1.6 Party A has agreed to subscribe to Membership of Empowerment Referral and Booking Scheme, hence no membership fee will be charged.

2.2 Party B shall be responsible for:

2.2.1 Designing, planning for and arranging non-surgical medical aesthetic treatments referred via Party A in Party B's nominated clinics.

2.2.2 Invest in medical devices that are compatible with the service design to be used in Party B's nominated clinics.

2.2.3 Managing patient booking and relevant information for treatments via agreed outpatient and admission booking channels.

2.2.4 Providing necessary marketing materials and training to support Party A's patient recruitment.

2.2.5 For each patient recruited by Party A and served by Party B at Party B's nominated clinics, Party A is entitled to be paid by Party B 10% of the service fee paid by the client.

3. Invoicing, Charges and Service Fees

3.1 Party B will provide a UK legal entity and handling office for invoicing.

3.2 Both parties are responsible for making payment by bank transfer within 30 days after the invoice is issued.

3.3 Each Party shall be responsible for its own tax liabilities, if applicable.

4. Indemnity

4.1 Each party (indemnifying party) shall indemnify the other party (indemnified party) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses, penalties and legal costs) suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying party's breach of any term of this agreement.

4.2 The indemnifying party's negligent performance or non-performance of this agreement.

4.3 Any Claim (as defined below) made against the indemnified Party by a third Party arising out of or in connection with the Project, to the extent that such Claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the indemnifying party, its employees, agents or subcontractors; or

4.4 Any Claim made against the indemnified Party by a third party for death, personal injury or damage to property arising out of or in connection with the Collaboration Project, to the extent that such claim is attributable to the acts or omissions of the indemnifying party, its employees, agents or subcontractors.

4.5 For the avoidance of doubt, notwithstanding anything else in this Agreement, Party B is not subject to any duty to indemnify Party A for any medical training negligence, malpractice or any other medical or medical training related claims in connection with the Collaboration Project, unless such claim is solely based on obvious translation errors by Party B.

4.6 If any third party makes a claim, or notifies an intention to make a claim, against the indemnified party which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), the indemnified party shall give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;

4.7 Not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;

4.8 Give the indemnifying Party and its professional advisers access at reasonable times

(on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying Party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and

4.9 Subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.

4.10 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

4.11 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

5. Insurance

5.1 For the duration of the Collaboration Project each Party shall ensure that it maintains in force, with a reputable insurance company, appropriate insurance coverage to cover any possible claims that may be brought for the Collaboration Project.

5.2 For the avoidance of doubt Party B is not subject to any liability for medical training negligence, malpractice or any other medical related claims in connection with the Collaboration Project. Further to the foregoing disclaimer, the input and responsibilities of Party B are limited in scope to translation, setting up the website platform for the Collaboration Project, content uploading and maintenance, and other logistic and liaison services.

5.3 Party B needs to ensure that all doctors providing treatment to patients referred via Party A have necessary insurance.

6. Limitation and exclusion of liability

Save as provided in Clause 5, nothing in this agreement shall limit or exclude a party's liability:

6.1 For death or personal injury caused by its own negligence, or that of its employees, agents or sub-contractors;

6.2 For fraud or fraudulent misrepresentation;

6.3 For breach of any obligation as to title or quiet possession implied by statute;

6.4 For any other act, omission, or liability which may not be limited or excluded by law.

6.5 Neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this agreement.

6.6 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted.

6.7 Party B takes no responsibility for losses, damage or expense caused by malfunction of devices through, design or manufacturing process of Plexr devices. All device related faults are underwritten by GVM GMV srl, Sede legale e operativa: Via Roberto Paribeni 37, 00173, Roma, P. IVA e Cod. Fisc. 09449991000 (Manufacturer). Party B takes no responsibility for operator errors whilst using Plexr devices, this is indemnified by the Controller of the device, who shall ensure satisfactory Public and Professional insurance is obtained and valid whilst using the Plexr device. It is the responsibility of the operator to ensure that the device is in full working order and that should any faults be identified prior or during the use of the device, the device is discontinued from use immediately.

7. Confidentiality Each Party shall treat as confidential and not disclose to any third party without the prior consent of the other Party any information of a technical, economic, or financial nature that has been or will be made available to it by the other parties in the course of the preparation and negotiation of this project.

8. Governing Law This Framework Collaborative Agreement shall be governed by the laws of England.

9. Signature. This Agreement is electronically signed in submission of online subscription form by the Parties and effective upon signing by the duly authorised representatives of the Parties on the date of submission.