

Hospital Partnership Agreement

This Hospital Partnership Agreement ("Agreement") is made and entered into on the date of/...../..... between AG SOFTWARE B.V., located at Fotografielaan 18, 2140 Wilrijk, Belgium ("AG SOFTWARE"), and the doctor, clinic, or hospital ("Hospital") indicated on the signature page. AG SOFTWARE and Hospital shall be referred to individually as "Party" and collectively as "Parties".

The annexes of this Agreement and all written processes, explanations, and other supplementary documents related to the use of the Clinicly services offered on the Clinicly platform shall be considered an integral part of this Agreement. Specifically, the Hospital intends to join the open market model e-commerce platform managed by AG SOFTWARE and promote and sell on this platform, while AG SOFTWARE aims to provide the Hospital with the e-commerce platform services it owns in exchange for a commission of %15 to be paid by the Hospital.

Through this Agreement, the Hospital authorizes AG SOFTWARE as its commercial representative for the collection of service or product fees from customers regarding the sales made. The Hospital acknowledges and agrees that if a portion or the entirety of these payments are made to AG SOFTWARE, the customers will be partially or completely released from their payment obligations; if the full amount is paid, the Hospital will not be obligated to make any payment, and if only a portion is paid, the remaining amount will be due to the Hospital.

In light of these matters and within the scope of the commercial relationship, the Parties have mutually agreed upon the terms specified in this Agreement.

Definitions:

- **Website/E-Commerce Platform ("Platform"):** Refers to the website and mobile application located at www.clinicly.net and all other domain names associated with it, which is owned by AG SOFTWARE and where the services or products specified in this Agreement are offered for sale.
- **Service/Services:** Refers to the services offered for sale on the Platform under this Agreement.
- **Member/Members:** Refers to all individuals and legal entities who are members of the Platform based on external agreements made with AG SOFTWARE and/or benefit from service sales.
- **Customer:** Refers to the real or legal person who purchases services offered for sale through advertisements provided by the clinic or hospital on the Platform.
- **Hospital:** Refers to the legal or natural person that offers various services for sale through the profile and advertisements published via its account on the Platform.
- **Hospital Panel:** Refers to the entirety of the system developed for service sales, calendar management, profile management, messaging, and quoting on the Platform.
- **Business Day:** Refers to all weekdays excluding market and official holidays.

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Scope of the Agreement:

The subject of this Agreement is to determine the terms and conditions of the commercial relationship whereby Customers can purchase the services requested from doctors, clinics, or hospitals via the Clinicly platform owned by AG Software B.V., or request quotes, and for doctors, clinics, or hospitals to respond to these requests as swiftly as possible, process incoming data to provide the service, and establish the rights and obligations of the Parties.

Language of the Agreement:

The original language of this Agreement is English. This Agreement has also been prepared in Turkish and Dutch. The Parties accept that the signed text in Turkish or Dutch is also valid and binding.

How the Platform Works:

The platform managed by AG SOFTWARE, available at clinicly.net and its additional domains, provides services to users. Hospitals, clinics, doctors, dentists, psychologists, physiotherapists, dietitians, and other health and beauty professionals can create user accounts and profiles. These users can add their services to the platform, allowing users to purchase services or request quotes.

1. Service Presentation and Content:

Health and beauty professionals can present their services in detail on the platform. The content of these services must be related solely to health and beauty themes. Professionals are responsible for ensuring that the services they offer are accurate, complete, and up to date.

2. Service Purchase and Quote Requests:

Users on the platform can review services offered by professionals, purchase them directly, or request quotes for specific services. The purchase of services and quote requests are conducted through the platform, and AG SOFTWARE takes necessary precautions to ensure the secure conduct of these processes.

3. Payment and Service Delivery:

Users make payments for the services they purchase through the platform. Payments are processed using methods specified by AG SOFTWARE. The delivery and provision of the service are conducted directly by the respective professional, with AG SOFTWARE acting only as an intermediary platform.

4. Responsibility and Liability:

Professionals on the platform are responsible for the quality, accuracy, and legal compliance of the services they offer. AG SOFTWARE does not bear direct responsibility for the service provision and acquisition between users; however, it carries out necessary checks and regulations to ensure the platform's security and the transparency of transactions.

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5. Appropriate Content, Profiles, and Services

5.1 Platform Use: The Clinicly platform only allows the presentation of services and products related to health, beauty, and associated fields. Users agree not to publish any services or products unrelated to health and beauty on this platform.

5.2 Content and Profile Review: Clinicly reserves the right to review and, if necessary, remove content and profiles submitted by users. Services, products, or profiles containing false information or unrelated to health and beauty themes may be removed from the platform without prior notice.

5.3 Service Presentation and Pricing: Health and beauty professionals can offer their services on the platform. Service providers reserve the right to charge for any of the services provided on the site or to change existing fees. Such pricing changes will be communicated to users with appropriate advance notice.

5.4 Professional Profiles and Verified Profiles:

To create a new professional hospital profile, basic information must be entered. Each professional can only have one profile, and multiple professionals are not allowed to create a shared profile. Duplicate profiles will be deleted. The professional's first and last name must be entered accurately and completely in the relevant fields. No additional information can be added. Each professional can create or verify their profile. Verified profiles are marked as "verified profiles" and receive additional privileges. Verified profiles allow the professional to edit their information, add photos, respond to user requests, and view visit statistics. Professionals may only upload photos that belong to them and facilitate their recognition. Uploading photos of others or inappropriate photos is prohibited. Edits to photos should only enhance quality; the composition of the photo should not be altered. Inappropriate photos may be deleted by the service provider without any warning or notification.

5.5 Organization Profiles and Verified Profiles:

To create an organization profile, basic information such as the name, category, address, and contact details of the health organization must be entered. Each organization can only have one profile, and multiple organizations are not allowed to create a shared profile. Duplicate profiles will be deleted. A separate profile can be created for each branch. The organization owner can create or verify their organization's profile. Verified profiles are marked as "verified profiles" and receive additional privileges. A verified organization profile allows the owner to edit their organization's information, add a logo, respond to user requests, and view visit statistics. Logos or photos not suitable for the site cannot be uploaded, and such content may be deleted by the service provider without notification.

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5.6 Responsibility:

Users are responsible for the accuracy of the services, products, and profile information they provide and for compliance with the health and beauty criteria set by the platform. AG SOFTWARE reserves the right to refuse publication of false information and to delete such information if necessary. Service providers cannot be held liable for damages or violations resulting from the publication of inappropriate content.

6. Rights and Obligations of the Parties

6.1 The Hospital agrees, declares, and commits to providing the documents listed in ANNEX-1 (Required Document List) ("Registration Documents") in full and complete form at the time this Agreement is executed in order to qualify as a "Hospital." The Hospital acknowledges, declares, and commits that AG SOFTWARE has the right to refuse the Hospital's application without justification and/or to request additional documents at any time at its sole discretion.

6.2 Upon registering on the Hospital Panel, the Hospital creates a username and password; it uses this information to access its profile page and perform various transactions. The security and confidentiality of the Hospital's password and username are solely the responsibility of the Hospital. The Hospital acknowledges, declares, and commits that all transactions conducted by logging into its profile are deemed to have been carried out by the Hospital, waiving the right to claim their invalidity based on unauthorized transactions. If any actions detrimental to AG SOFTWARE are carried out using the Hospital's password on the Hospital Panel, the Hospital is obligated to compensate AG SOFTWARE for the damages arising from such actions.

6.3 The Hospital agrees and commits to providing AG SOFTWARE with complete and accurate information regarding the Products it wishes to sell on the Platform and to send the appropriately photographed images of these Products. It is understood that services for which the necessary information and images are not provided by the Hospital cannot be offered for sale on the Platform. The Hospital accepts, declares, and commits that it is solely responsible for the truthfulness, security, accuracy, and legality of all visuals, written content, pricing, announcements, and information provided in its service listings, and that AG SOFTWARE has no responsibility in this regard.

6.4 Customers accessing the Hospital's profile on the Clinicly Platform owned by AG SOFTWARE can purchase services or request quotes from the offerings listed. After the Customer completes the appointment, AG SOFTWARE will notify the Hospital through the Hospital Panel about the scheduled appointment; thereafter, the follow-up of the process is the Hospital's responsibility.

6.5 The Hospital is obliged to accept or reject requests communicated to it via the Hospital Panel within a maximum of 24 (twenty-four) hours. If the Hospital fails to respond within this timeframe, it agrees, declares, and commits that the order will be deemed automatically canceled.

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6.6 After receiving the appointment or quote request via the Hospital Panel as notified by AG SOFTWARE, the Hospital is required to select the "I Accept the Appointment" option on the Hospital Panel. The Hospital commits to informing the patient about the required documents as soon as possible after approving the appointment.

6.7 If the appointment is accepted, the Hospital is obliged to provide the Customer with a receipt/invoice for the services to be provided. The Hospital will be responsible for any damages arising from the failure to deliver the receipt/invoice to the Customer.

6.8 The Hospital commits to keeping updated the treatments, product prices, doctors, and working hours listed on the Platform, and will update any changes via the Hospital Panel immediately and in any case within 1 (one) day. The Hospital will be held responsible for any damages arising from the failure to update prices within the time specified in this clause. However, the Hospital may not cancel more than 2 (two) reservations per week.

6.9 The Hospital acknowledges, declares, and commits that it will be a party to the distance sales contracts concluded with Customers regarding sales made through the Clinicly Platform, and that AG SOFTWARE is not a party to this distance sales contract. The Hospital accepts full responsibility towards Customers under the applicable consumer law and other relevant legislation. Additionally, the Hospital will be personally responsible for the quality and compliance with regulations of all services, products, and items promoted on the Clinicly Platform. The Hospital shall be fully liable for any damages arising from violations of this clause.

6.10 The Hospital agrees, declares, and commits to fully cooperate with AG SOFTWARE in creating the necessary technical infrastructure for the publication of any advertisements and announcements on the Clinicly Platform and to provide all necessary documents for this purpose. AG SOFTWARE reserves the right to close any treatment or product for sale on the Platform at its sole discretion without justification.

6.11 The Hospital agrees, declares, and commits that the most competitive price based on normal pricing indicated on its online systems and/or the websites and mobile applications of competing companies operating in the same field will also apply on the Clinicly Platform.

6.12 AG SOFTWARE will communicate with Customers regarding requests and/or complaints through the Call Center and Live Support System and, if necessary, will consult with the Hospital via the Hospital Panel regarding these requests. The Hospital agrees, declares, and commits to fulfilling the requirements of the requests and complaints communicated to it in this context.

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6.13 Comments and evaluations made by Customers and the Hospital may be published openly to Customers and third parties by AG SOFTWARE subject to various rules and procedures. If the Hospital chooses to respond to an evaluation made by a Customer, it may enter a response within the timeframes announced by AG SOFTWARE, in compliance with legislation, public decency, and ethics. The Hospital acknowledges, declares, and commits that AG SOFTWARE may, at its sole discretion, modify these responses before or after publication, deny permission for publication, or terminate publication altogether if it deems there to be a violation of this clause. Nothing in this clause relieves or mitigates the Hospital's responsibility to act in accordance with legislation, public decency, and ethics in its responses.

6.14 The Hospital acknowledges, declares, and commits that it has obtained all necessary permits, licenses, standards, and other conditions required by legislation for the performance of its obligations under this Agreement and/or its annexes.

6.15 The Parties agree that in addition to the "Hospital Name" and "Hospital Location" specified in this Agreement, services may also be provided at other locations of the Hospital, and that these additional locations may be determined through email correspondence between the Parties.

6.16 AG SOFTWARE assumes no responsibility for the content and structure of the information and materials placed on the site by the Hospital. The Hospital acknowledges and commits to being solely and exclusively responsible for the accuracy of the information it adds and for any infringement of third-party rights. The Hospital is fully responsible for any damages and unlawful actions arising from its activities on the site. Such actions include, but are not limited to, providing false information, disclosing professional secrets or other confidential information, infringing personal rights, copyright, or similar rights, and breaching advertising/publicity bans.

6.17 AG SOFTWARE explicitly states that the risks arising from the use of the site and the benefits derived from the services it provides are solely those of the professional. No guarantees are provided regarding the accuracy, usefulness, completeness, or usability of the information and materials placed on the site, as well as the values, efficacy, and completeness of the products and services provided through the site. AG SOFTWARE is not responsible for the failure or improper fulfillment of commitments made by any person through the site, nor for whether such persons are authorized to make such commitments.

6.18 If the Hospital fails to fully and/or partially fulfill any obligation under this Agreement and/or its annexes, AG SOFTWARE may immediately terminate this Agreement and its annexes without any notice, claiming all damages including loss of profit and judicial and/or administrative fines, as well as any compensation claims arising from third-party demands, including but not limited to all payments and expenses it has made or will make in the future (including but not limited to court costs, fines, taxes, fees, and all kinds of expenses). The Hospital agrees, declares, and commits to promptly pay the compensation requested by AG SOFTWARE in writing upon the first demand, in cash and in full.

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7. Payments and Disbursements

Payment and Disbursement Structure: For each appointment, sale, and sponsored promotion conducted on the Clinicly platform, Clinicly receives its disbursement in advance. These payments are collected by the platform before the related transaction is carried out.

Commission Rate and Payment: Clinicly collects a commission rate from the customer for services and products. This commission rate is calculated as a percentage of the service or product price. Hospitals and healthcare professionals can request the remaining payment owed to them into their accounts. The commission rate and payment terms are applied according to the conditions specified in the user agreement.

Sponsored Promotions and Credit Use: For sponsored promotions, hospitals and healthcare professionals can load a balance into the "wallet" system available on the Clinicly platform. They can also earn credits by performing specific activities. These earned credits can be used in sponsored promotional transactions. The methods for loading wallet balances and earning credits are carried out in accordance with the rules and procedures specified on the platform. The wallet balance can only be used for sponsored promotions and is non-withdrawable.

Processing Payments: Hospitals and healthcare professionals can request payments for the services provided or products sold through the platform. These payments are processed and made within 15 days from the delivery of the service or product. To ensure timely processing of payments, the Hospital must provide accurate and complete information and documents through the system.

8. Complaint Notification Procedure and Objection Process

AG SOFTWARE will provide necessary support for resolving issues related to the proper functioning of the site. Complaints regarding the reliability of opinions reported on the site can be submitted using the "report complaint" button next to the opinion. Professionals can use the contact form for alerts, complaints, suggestions, and errors. Responses to complaints will be sent to the user's email address as soon as possible. Complaints regarding malfunctions, issues, and services provided by the site can be sent by the user within 14 days to the following address: partners@clinicly.net. These complaints will be processed within 14 days after submission. If processing within this timeframe is not possible, AG SOFTWARE will notify the reason for the delay and the new timeframe before this period expires. AG SOFTWARE reserves the right not to process complaints arising from a lack of knowledge of the provisions of the user agreement and relevant laws.

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9. Duration and Termination of the Agreement

9.1 This Agreement is valid for 2 (two) years from the date of signature. Unless either Party submits a termination request via the hospital panel one (1) month before the expiration date of the Agreement, the Agreement shall be deemed renewed each year under the same terms.

9.2 AG SOFTWARE and the Hospital have the right to terminate this Agreement without cause and without compensation, provided that they give written notice of termination via the hospital panel at least one (1) month in advance. In the event of termination of the Agreement, the confidentiality and intellectual property provisions contained in this Agreement shall remain valid and binding between the Parties.

9.3 AG SOFTWARE may unilaterally amend the provisions outlined in ANNEX-2 (Financial Terms) ("Financial Terms") of this Agreement by announcing the change on the Hospital Panel at least 15 (fifteen) days prior to its effective date. If the Hospital finds the change in Financial Terms unacceptable at its discretion, it may terminate the Agreement without compensation within 5 (five) days from the date of announcement of the change.

9.4 Unless explicitly stated otherwise in this Agreement, in the event of termination by either Party for any reason, all receivables accrued up to the time of termination shall continue to be paid in accordance with the terms specified in this Agreement. Receivables shall be paid as provided in the Agreement.

9.5 The Hospital may not close its account or terminate this Agreement while there is an active service reservation made by a customer on the platform or an ongoing transaction. The Hospital may proceed with termination of the Agreement after the completion or cancellation of all active reservations.

10. Protection of Personal Data

Protection of Personal Data: AG SOFTWARE places great importance on the protection of personal data and acts in accordance with the General Data Protection Regulation (GDPR) of the European Union. Users' personal data is processed solely for the purpose of fulfilling the contract and providing services. Data is protected against unauthorized access and misuse, and is only accessible by authorized personnel.

Data Processing and Security: AG SOFTWARE securely stores personal data and takes necessary technical and administrative measures to ensure the security of the data it processes. Appropriate security protocols and encryption methods are used to prevent unauthorized access to data.

Data Deletion Request: In the event of termination of the Agreement, the Hospital may request the deletion of its personal data from Clinicly. Upon request, Clinicly will delete all personal data and related information within 30 days from the date the contract has ended. A written request from the Hospital is required for data deletion. After receiving the request, Clinicly will securely delete all data within the specified timeframe and notify the Hospital in writing once this process is complete.

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Data Retention Period: Clinicly reserves the right to retain certain data within the framework of legal obligations and contract requirements. However, such data will only be retained in accordance with legal requirements and for a limited time.

11. Dispute Resolution and Competent Courts

Any disputes arising from this Agreement will be attempted to be resolved amicably between AG SOFTWARE and the user. Disputes between the Parties will primarily be resolved through negotiation. However, if a resolution cannot be achieved through negotiation, the competent court and execution offices for the resolution of the dispute will be the Courts of Brussels, Belgium. This Agreement shall be governed by and construed in accordance with the laws of Belgium.

AG SOFTWARE BV	HOSPITAL
Authorized: Signature: Date:	Authorized: Signature: Date:

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Appendix 1: Required Document List

If you are a Joint Stock Company or a Limited Company:

- Signature Circular
- Tax Plate
- IBAN Information
- Trade Registry Announcement
- Activity Certificate

If you are a Sole Proprietorship, Merchant, or General Partnership:

- Copy of Identity Card
- Tax Plate
- IBAN Information
- Bank Account Statement Visual

In addition to the documents listed above, further documents may be requested, and the final decision on membership acceptance will rest with AG Software.

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