hope.

End-User-Contract for the „Hope Systems"

between

Hope Applications GmbH **(Hope)**

Eggerstedtstr 51

22765 Hamburg

And

(Clinic)

(Hereinafter together: "The parties")

the following contract is concluded:

§1

Preamble

Hope is an app, produced and managed by Hope Applications GmbH, which digitally accompanies people during their desire to have children. The app is aimed at people who are undergoing fertility treatment (IVF, ICSI, IUI or cryo) or for those who want to start such treatment.

Hope reminds patients of everything that must not be forgotten during the fertility treatment. Hope's features include cycle tracking, a digital treatment plan, tracking of symptoms, side effects and state of health, collection of treatment results and a knowledge collection with relevant information, video tutorial and explanations about the cycle and fertility treatment.

Hope is the exclusive partner of the software developer and IT consultant CRITEX GmbH, provider of the IVF software MediTEX, and receives preference by the provider in terms of marketing measures should overlaps with other apps occur.

Hope has developed an interface with MediTEX which assists Hope to be connected directly to clinics. In this way, clinics can use Hope directly in the treatment of patients and, for example, digitise treatment plans. This interface is further on referred to as the "Hope System".

The use of the "Hope System" by clinics presupposes the use of the MediTEX software.

The parties agree on the following:

§2
Contractual subject matter

This contract enables the clinic to use the "Hope System" in the course of treating patients. Hope is Amit, a patient management tool.

The use the Hope app by patients is free of charge. Patients can download it from the Apple App Store or Google PlayStore. The clinic can generate a QR code for each patient via a button in the MediTEX file after conclusion of this contract. This is then transferred by the clinic to the patient, who can then scan the respective QR code with the Hope App. For example, Hope can now be used in a collaborative manner by the patient and the clinic in the following instances:

• By sending treatment plans digitized via MedITEX directly to the app

• By sending treatment results digitized via MedITEX to the Hope app

• By sending documents, findings and other written documentation in PDF format via MediTEX to the Hope app

• By having medical histories filled out digitally and to import them directly into MedITEX afterwards, even if there is no active clinic connection

• By sending invoices digitally via the Hope app

• By having contracts signed digitally via eSignature in conformity with eIDAS

• The practice marketing, which is managed by Hope Applications GmbH (formerly Practice CMS)

Hope provides its services to the clinic for this purpose.

§3

Hope's scope of services

Software usage

I. Hope enables the clinic to use the "Hope System". CRITEX sets this up at the clinic to enable the interface between the MediTEX software in the clinic and the Hope app.

II. For each patient dependent on the "Hope System", a QR code is generated in the MediTEX file. This is implemented by the clinic to enable the use of the Hope app in connection with MedITEX as part of the "Hope System".
A QR code enables the use of the "Hope System" for one patient at a time and is cycle-independent. A connection via QR code is valid per patient forever and need not to be used repeatedly.

III. The "Hope System" envelopes a range of services that enable the clinic to use the Hope app together with patients.
Included in the Hope fixed price are:

- Automatic synchronisation and continuous updating of digital treatment plans in the Hope app (enabled by the interface to MediTEX)

- Optional: Integration of treatment results directly into the app (e.g., number of punctured follicles, number of fertilised eggs, number of frozen embryos, etc.)

- By sending documents, findings and other written documentation in PDF format via MedITEX to the Hope app

- By sending invoices digitally via the Hope app

- The practice marketing, which is managed by Hope Applications GmbH (formerly Praxis-CMS)

IV. Medical histories and eSignatures need to be purchased separately and have no minimum purchasing quantity or running time.

V. In addition, it is possible for Hope to supplement the services. Hope will be happy to extend the range of services on request and individually, if necessary, at an additional cost. For example, an extension of the app functions as well as training courses in the use of the programmes are possible. This is to be regulated in separate contractual agreements.

Software maintenance and updates

I. Hope will maintain the "Hope System" in a condition suitable for use in accordance with the contract, during the term of the contract.

II. Hope maintains the software in line with the system on call to remedy defects that occur during the use of the Hope app or whatever that may become apparent in any other way. The aim here is the continuous and smooth use of the "Hope System".

III. The clinic will inform Hope immediately in writing or by e-mail of the existence of a defect. The defect must be described in a comprehensible way.

IV. A remedy of defects and claims due to possible defects are excluded if they are not reproducible or verifiable.

V. In the event of a notification of a defect, Hope will carry out the rectification of the defect or perform maintenance. For this purpose, Hope will inform the clinic within a reasonable period of time of the expected duration of the defect analysis and the removal of defects.

VI. For the purpose of remedying defects, Hope is entitled to use vicarious agents, provided they have undertaken in writing to comply with the requirements for confidentiality and security.

VII. A defect exists if the Hope app does not meet the functions specified in its performance specifications, delivers incorrect results, interrupts its smooth running in an uncontrolled manner or otherwise behaves in a non-functional manner so that the use of the programme is prevented or impaired. Information on the nature and complexity of the "Hope System" are only be found in the product documentation and any existing additional specifications. Deviating or additional properties concerning the specification of quality that become known through public statements, promotion or advertising are not part and parcel of the system.

VIII. Maintenance by Hope includes the elimination of defects as well as the necessary measures to maintain the operational readiness of the Hope app.

IX. The elimination of defects includes the defect analysis, defect diagnosis and remedying of the defect. If this cannot be done within reasonable time and effort, the defect will be bypassed so that a contractual functionality can be restored.

X. Hope is not liable for defects in open-source software and corresponding claims for defects with regard to the open-source software used are excluded.

XI. Hope provides an additional preventive maintenance service to correct defects that Hope itself becomes aware of, regardless of use in the clinic.

XII. Hope also regularly carries out updates of the Hope app. This specifically includes those updates that are necessary to ensure the technical functionality of the app at all times. These updates also

comprise updates that serve to adapt the app to legal amendments, if necessary. Furthermore, Hope regularly offers functional innovations and improvements free of charge. Hope refrains from committing itself to the frequency or extent of functional and other enhancements per update.

Support

I.   Technical support for the API with MediTEX, thus also for the "Hope System", is provided by MediTEX in accordance with the MediTEX rental agreement with the respective clinic.

II.   Hope provides additional technical support for the functions of the Hope app from Monday to Friday between 10 a.m. and 4 p.m. via email at support@hope-app.net.

Deployment

I.   Prerequisite for the provision of the Hope system is the signature to this contract

II.   If no cost package is desired/purchased after 30-day trial period, the Hope system of the clinic will be deactivated. The connected QR-Codes, used during the trial period, will also become non-functional.

§4
Term of contract

This contract is valid for an indefinite period of time. Costs are generated only with the purchase of one / more packages.

§5
Termination

III. An ordinary termination of this contract is possible for both parties at any time.

IV.   The costs for purchased packages will not be refunded.

V.   Extraordinary termination is possible in accordance with the statutory regulations.

VI.   The notice of termination must be in writing.

VII. After the 30-day trial period, the clinic may withdraw from the contract if it does not wish to cooperate with Hope any further.

§6
Remuneration

I.   The remuneration for using the "Hope System" is made up of several elements:

II. The first setup of the clinic marketing is for free.

III. Amendments and additions will be made by Hope Applications GmbH for an hourly rate of EUR 120, which will be charged in 10-minute intervals.

Package prices for the use of the "Hope System"

A QR code is required for each patient to activate the interface between the clinic via the MediTEX software and the Hope app. This is scanned in by the patient in the Hope app and thus activated.

The clinic decides on the following package prices:

- 150 activation codes at EUR 20.00 each, i.e., EUR 3,000.00 as a one-time payment or EUR 250.00 per month for 12 months.

- 300 activation codes at EUR 19.50 each, i.e., EUR 5,850.00 as a one-time payment or EUR 487.50 per month for 12 months.

- 600 activation codes at EUR 19.00 each, i.e., EUR 11,400.00 as a one-time payment or EUR 950.00 per month for 12 months.

The price per package can be paid monthly or as a one-time payment. The unused codes expire 12 months after the date of purchase of the respective package.

Individual QR codes can be purchased at any time for €25.

Price conditions

The clinic chooses their preferred package of QR codes depending on their new patients per year. Hope only counts new patients. Every patient remains linked to the clinic forever without additional payment. This means, she can carry out as many cycles as needed without an additional payment.

Each pack is valid for 12 months starting from the day of purchase onwards, and the time that she can use the QR codes is extended for another 12 months when she purchases a follow-up package.

Additional services to be purchased (optional)

Medical histories and eSignature envelopes need to be purchased separately. Once purchased medical histories and envelopes do not have a time-related consumption obligation and can be purchased at a later date.

- . **Medical histories need to be set up and payed by and at MedITEX**

  Medical histories are to be filled in by patients and sent to the clinic. This checks the information and, if necessary, clarifies queries and ambiguities. As soon as all the information that is required has been submitted, the medical history can be imported directly into MedITEX.

- . **For each eSignature-envelope EUR 3.00**

As many contracts per pair as requested can be sent in an eSignature-envelope. The contracts are properly stored for 30 years + at our contractual partner "HelloSign" and are always available there and in MediTEX.

V.   Hope reserves the right to increase prices in the event of an increase in its own costs. This will not be done before the end of the contract period and requires the written consent of the clinic.

VI. The use of the "Hope System" requires the MediTEX software. The installation of the MediTEX software is not included in the price. If not already done/available, a corresponding contract must be concluded separately with CRITEX GmbH.

§7
Terms of payment

I.   The respective costs incurred in accordance with VI shall be invoiced to the clinic on the last calendar day of the month.

II. All claims are due monthly and are to be paid without deductions, at the latest, by the 5th of each following month.

§8
Duty of obligation

III. The clinic undertakes to inform Hope of any occurring defects immediately and to support Hope in rectifying the defect as far as reasonably possible.

IV. The clinic is obliged to properly care for and maintain the hardware and software environment of the Hope system not covered by the Hope system. In particular, the clinic is obliged to protect the corresponding hardware and software against unauthorized access and malware.

V. In order to facilitate the smooth functioning of the Hope system, the clinic undertakes to educate patients using the Hope system about the importance of entering data correctly and that they should regularly use internet access with the Hope app so that all data can be transferred properly. In addition, the clinic undertakes to use internet access regularly with its MedITEX access.

§9
Exclusion of liability

I. The highest standards of care have been taken in the development of the "Hope System". Nevertheless, a completely error-free operation cannot be guaranteed.

II. Hope fundamentally excludes liability for damage resulting from the direct or indirect use of the "Hope System". This applies in particular to damages for indirect and unforeseeable damages, loss of use, loss of profit, loss of savings and financial losses due to claims by third parties.

III. In particular, Hope is in principle not liable for damages caused by the incorrect behaviour of the clinic or third parties, such as:

- Damages resulting from incorrect entries by patients or the clinic in the Hope app

- Damages caused by patients or the clinic by not updating the Hope app

- Damages caused by incorrect and improper use of the Hope app by patients

- Damages caused by server failures of third-party providers

- Damages caused by an inadequate internet connection on the part of the clinic or the patient

IV. Liability for damage resulting from intentional or grossly negligent conduct by Hope, its legal representatives or vicarious agents is not excluded.
Hope is liable without limitation for damage to health, body or life. Hope is furthermore liable for damages arising from product liability.

V. Liability for damages caused by simple negligence only exists only insofar as this negligence relates to the breach of such contractual obligations, compliance of which is of particular importance for the achievement of the purpose of the contract. In this case, the compensation for damages is limited to the damage typically foreseeable at the time of the conclusion of the contract.

§10

Data protection

Area of responsibility Hope app

Hope app complies with the applicable data protection law. The customer's personal data is collected, processed and used by the Hope app in its function as data controller in accordance with and subject to the respective product privacy policies, which are available for reading at https://hope-app.net/datenschutz. In addition, Hope app can act as an order processor for the customer's personal data, as set out and regulated in the order processing contract (OPA - "AVV") provided separately under this link.

Area of responsibility patient

Hope app assumes no responsibility for data lost due to incorrect operation by the doctor or patient. Once the patient has received data on his/her mobile phone, he/she accepts sole responsible for the security thereof.

Consent to data sharing

The patient gives consent to receive data in the Hope app or to be provided with data by the clinic via MediTEX by agreeing to the data protection conditions in the app. Without this consent, the app cannot be used. In addition, the clinic is free to obtain written consent.

Data processing

As in Example 1 in Working Paper 169 (WP 169) from the Working Party of the Article 29 Group: Recital 47 of Directive 95/46/EC explains: " Whereas where a message containing personal data is transmitted by means of a telecommunications or electronic mail service, the sole purpose of which is the transmission of such messages, the controller in respect of the personal data contained in the message will normally be considered to be the person from whom the message originates, rather than the person offering the transmission services. Whereas, nevertheless, those offering such services will normally be considered controllers in respect of the processing of the additional personal data necessary for the operation of the service."

Commissioned processing

Short Paper No. 13: Commissioned processing, Art. 28 DS-GVO Annex B

(No commissioned processing, but the use of external specialist services by an independently responsible party, for which a legal basis in accordance with Art. 6 DS-GVO must be given for the processing (including transmission) of personal data, are, for example, as a rule the involvement of a professional secrecy holder, postal service, banking institution, debt collection agency

Professional secrecy holder (tax consultant,

lawyers, external company doctors, audi-

tors),

• debt collection agencies with transfer of claims,

• banking institution for money transfer,

• postal service for the transport of letters,

and much more.)

§11
Establishing a connection between the app and the clinic

The connection is secured by asymmetric encryption. In the clinic, the practice software requests a random, anonymous channel ID from our API. The clinic generates a key pair locally. The channel ID is given to the patient together with the public key of the clinic, the ID of the clinic and a randomly generated challenge in the form of a printed QR code. The channel ID cannot be traced back to a specific person by us. The assignment can only happen in the clinic. If the patient scans the QR code with the Hope app, it generates its own key pair locally on the patient's own device. The public key is then sent to the clinic via our API. The challenge from the QR code serves as authentication to verify that the request came from an authorised person. Once the connection has been established, the secure channel is activated and can no longer be connected to an end device. At no point can we read data sent via the API, no matter in which direction, as the private keys never leave the practice or the end device. The channel ID used to allocate the messages can only be traced back to personal data in practice.

§12
Confidentiality and security

I. The parties undertake to maintain secrecy about confidential information of the other party which becomes known in connection with the preparation and execution of the contract. The obligation to maintain confidentiality is unlimited in time.

II. "Confidential information" is such information (whether obtained in writing, electronically, verbally, digitally, through inspection or in any other form) which a reasonable third party would consider worthy of protection.

III. This includes, in particular, business or trade secrets, information subject to medical confidentiality or data protection, know-how, business relationships, personnel matters, algorithms and any other information which is marked as confidential or are to be regarded as confidential according to the type of information or the circumstances of the transmission.

IV. Confidential information does not include information that was known or generally accessible to the public prior to its disclosure or transfer by the holder or which becomes so at a later stage without breach of a confidentiality obligation; information that was demonstrably known to the receiving party prior to disclosure and without breach of a confidentiality obligation; information which was obtained by the receiving party without use of or reference to confidential information from the holding party itself; or information which is transferred or made accessible to the receiving party by an authorised third party without breach of a confidentiality obligation.

V. Each of the parties may only disclose confidential information if required to do so by statutory or legal provisions or orders or if the other party has consented to this.

VI. Each of the parties undertakes not to disclose confidential information to employees or third parties with the consent of the other party. To achieve this, each of the parties shall ensure that every person who is provided with confidential information or who uses it for the provision of services is obliged to treat the confidential information made accessible to him as confidential and to use it exclusively for the purpose of the contract.

VII.The parties undertake to take reasonable precautions to prevent unauthorised access by third parties to confidential information of the other party (e.g., through measures such as access controls, passwords and encryption). Furthermore, the parties undertake to comply with the legal and contractual regulations on data protection when processing confidential information. In order to fulfil these obligations, the parties undertake to use state-of-the-art security measures and to oblige their employees to maintain confidentiality and to observe data protection.

VIII. Confidentiality must also be observed in communication via e-mail. The parties undertake to protect confidential information sent by e-mail against disclosure and manipulation by unauthorised third parties. This can be achieved through appropriate technical measures such as encryption.

§13

Final provisions

Written form requirement
Amendments and supplements to this contract must be made in writing.
This also applies to any waiver or amendment of the written form clause.

Collateral agreements
There are no verbal collateral agreements to this contract.

Contract language

English is the contract language. The place of jurisdiction is: District Court of Hamburg: HRB 158031

Severability clause

Should any provision of this contract be or become invalid, void or become void, the validity of the remaining provisions shall not be affected thereby. In place of the invalid/void provision, the parties shall agree on such a provision that comes as close as possible to the meaning and purpose intended with the invalid or void provision. This shall also apply to the filling in of gaps in the contract.

Place, Date   Place, Date

Alina Latus (Founder & CEO)   Legal representation
Hope Applications GmbH   Clinic