

**Diagnostic HEALTH SERVICE PROVIDER Service Agreement**

**between**

**T&G Health Kft.**

Ostrom u. 16, H-1015

Budapest, Hungary

VAT HU13280484

(hereinafter referred to as: **"HEALTH SERVICE PROVIDER"**)

**and**

**Laboratorio Analisi Sermolab S.r.l.**

Via Le Pastine 3

04013 Sermoneta (LT) - Italy

VAT IT00302800594

(hereinafter referred to as: **"Sermolab"**)

and both referred to as the **"Parties"**

**Preamble**

- whereas SERMOLAB is the holder of the homonym HEALTH SERVICE PROVIDER, having facilities and instruments to perform diagnostic test for specific IgE detection using advanced technologies;
  - whereas is intention of the HEALTH SERVICE PROVIDER to entrust the execution of that kind of test, as a service, to SERMOLAB, all in the manner and terms established by this contract;
  - whereas SERMOLAB has an agreement to run on its behalf the above tests, in its HEALTH SERVICE PROVIDER, with CENTRI ASSOCIATI DI ALLERGOLOGIA MOLECOLARE – Studio Medico Associato del Dr. Adriano Mari, Latina, Italy VAT IT02737420592 (hereinafter referred to as: **"CAAM"**).
- Accordingly to the above, the Parties

**HEREBY AGREE AS FOLLOWS**

The preamble and any attachment are part of the present agreement.

**ART. 1 – PROVISION OF SERVICE**

**Sample Collection and Shipping**

**1.1.** By signing the present Agreement, the HEALTH SERVICE PROVIDER relies on SERMOLAB to perform of the tests as described in Annex A on blood samples taken at HEALTH SERVICE PROVIDER's facility and that the same decides to send to SERMOLAB. The diagnostic test will be performed on biological material, serum or plasma from human blood, taken at the HEALTH SERVICE PROVIDER. Withdrawal of blood samples to be sent to SERMOLAB must be made by specialists of the HEALTH SERVICE PROVIDER. The venous blood drawing may be performed at any time of the day, any time of the year, on patients of all ages from 0 to over 100 years old, non-fully fasting, suffering from any disease and without stopping any pharmacological treatment, including those used for controlling allergies (steroids and antihistamines). The volume of serum or plasma that must be made available to SERMOLAB must be not less than 2-3 ml (4-5

whole blood sample). The HEALTH SERVICE PROVIDER will be responsible for placing the biological sample in a durable plastic tubes (first container) with a screw cap or otherwise sealed with parafilm. First container must show patient's name and date of sampling on the tube label. First container must be included into a second durable plastic container (second container) firmly closed. With each sample there will a paper record in which the HEALTH SERVICE PROVIDER enter the following information: **IgE tests Type (abbreviation described in Annex A), date of sampling; the sample code assigned by the HEALTH SERVICE PROVIDER, if any available; Patient's name and surname; Sex; Birth place; Date of birth; Place of living.** In accordance with Art. 2 paragraph II of D.M. of the Italian Ministry of Health Protocol. 400.3 / 113.2 / 82/2662 of 8 May 2003, the HEALTH SERVICE PROVIDER will be responsible for drawing and transport of blood.

**1.2.** Samples, prepared as described above, will be included in a third protective container and shipped to SERMOLAB. The HEALTH SERVICE PROVIDER communicate to SERMOLAB contact as described in Art. 4 the availability of the shipped samples. This will be done by email. The email must have attached the sample data as described above. The samples will be transported at the SERMOLAB, and the latter received, using a courier, in full compliance with current regulations including those relating to privacy and specifically in compliance with the provisions of Circular N ° 16 of 20/07/1994 of the Italian Ministry of Health, as amended, and transport procedures and sample storage, and related information.

#### **Reporting and diagnostic activities**

**1.3.** The parties reciprocally acknowledge that the diagnostic test under this Agreement will be carried out within and on behalf of SERMOLAB by specialized doctors and qualified personnel, trained to carry out the HEALTH SERVICE PROVIDER activities in general and the test execution in the HEALTH SERVICE PROVIDER as covered by this agreement. The staff will be part of CAAM or will be commissioned by CAAM, all as provided in the agreement between SERMOLAB and CAAM recalled in the introduction, in full compliance with the procedures in place at the SERMOLAB, and in any case in full compliance with any directions and rules established by the head of the SERMOLAB. In accordance with Art. 2 paragraph II of D.M. of the Italian Ministry of Health Protocol. 400.3 / 113.2 / 82/2662 8 May 2003 SERMOLAB remain in charge of the test reporting.

**1.4.** The parties reciprocally acknowledge that the diagnostic test in question has a low level of urgency, so that, while trying to minimize the time necessary to the execution of the test, the diagnostic reporting can take place and will take place within and in no more than twenty working days from receipt of the sample to be tested, excepting unforeseen technical problems and possible periods of planned SERMOLAB shutdowns, which will always be promptly communicated to the HEALTH SERVICE PROVIDER.

**1.5.** The report will be sent as PDF file at the contact address indicated by the HEALTH SERVICE PROVIDER, as stated in Art. 4 and will be sent by e-mail attaching a password-protected zipped file. The password will be sent at the time of signing this contract, it is specific for the HEALTH SERVICE PROVIDER and unique for all forwarded zipped reports. The production and delivery of the original report by the SERMOLAB to the HEALTH SERVICE PROVIDER, report produced for internal use of the HEALTH SERVICE PROVIDER in order to document the service activities, will take place in a manner identical to the patients' report. The HEALTH SERVICE PROVIDER, unless otherwise agreed with CAAM, expressly authorizes SERMOLAB to destroy the samples after two weeks the report has been sent to the HEALTH SERVICE PROVIDER.

**1.6.** SERMOLAB is not be liable for any delay or destruction of samples received, due to fire, explosion, accidents, breakdown of machinery, interruption in the energy supply or other material and reagents

primary important for the provision of the service, epidemic, strikes, or anything not directly dependent on the SERMOLAB and CAAM employees/collaborators and on still unforeseeable circumstances.

## **Art. 2 - DURATION AND WITHDRAWAL**

**2.1.** This Agreement will be valid for 12 months beginning from 01/02/2017, and will automatically be renewed if one of the Parties do not communicate to the other their unwillingness to renew the contract within 30 days before expiring of the first 12 months.

**2.2.** It is reserved to both parties the right to terminate this contract at any time and without motivations, with immediate effect from the date of receipt of the cancellation notice, and with the obligation to pay the tests performed or in progress by the HEALTH SERVICE PROVIDER, and for SERMOLAB to complete tests for samples already received at the withdrawal date.

## **ART.3 – COSTS AND PAYMENTS**

**3.1.** The cost of the diagnostic tests covered by this contract is offered by SERMOLAB as reported in Appendix A for single test, exempt from VAT in accordance with current Italian laws for health services (Art. 10, comma 1, n.18 Italian DPR 633/1972 and following amendments). The cost of a single test for HEALTH SERVICE PROVIDER will be less if the number of tests increases according to the progression described in Annex A. There are no limitations for the HEALTH SERVICE PROVIDER by SERMOLAB about the final cost to the patient, except that the latter indicates in Annex A, the recommended minimum cost. Changes in the cost of services under this contract will intervene if conditioned by documented reasons, and will require the signing of only Appendix A.

**3.2.** It is agreed between the parties that the invoicing by the SERMOLAB of amounts due from the HEALTH SERVICE PROVIDER will take place on a monthly basis and will consider the number of samples taken from the HEALTH SERVICE PROVIDER in the previous month, multiplied by the amount owed and given the cost reductions that may apply. The payments by the HEALTH SERVICE PROVIDER to SERMOLAB must be done by bank transfer at the same time of shipping the samples. Alternatively, the HEALTH SERVICE PROVIDER may make a interest free deposit to SERMOLAB granting for a multiple number of tests, minimum 10. SERMOLAB will verify that at the time of sample receipt they are covered by the deposit and will inform the HEALTH SERVICE PROVIDER when the remaining deposit reaches 30% of the initial figure so that the HEALTH SERVICE PROVIDER can proceed for a new deposit. The money in excess can be reclaimed at any time by the HEALTH SERVICE PROVIDER. This will be returned excepting the need for covering the cost of testing for any samples to be processed. In any case, the test will not be run if it is not verified the currency availability. Samples received without payment to SERMOLAB will be properly kept for two months and then destroyed. All bank transfer must be done in Euro currency (€).

## **ART. 4 – AUTHORIZATION OF THE SERVICE, THE PROCESSING OF PERSONAL DATA AND CONTACTS**

**4.1.** SERMOLAB declares and warrants that its HEALTH SERVICE PROVIDER where the tests will be performed is compliant with the current regulations for the execution of HEALTH SERVICE PROVIDER analysis in service, and will provide on request, the documentation relating to internal quality controls for the tests.

**4.2.** In accordance with Italian Legislative Decree No. 196 of 30/06/2003, the HEALTH SERVICE PROVIDER warrant that has successfully acquired the personal data of patients who were taken the blood sample and to have gained their consent for data transmission to external laboratories for analysis and that after the

analysis the samples are being destroyed. The HEALTH SERVICE PROVIDER consequently authorizes SERMOLAB for processing of patients' personal data, for any subsequent fulfillment or connected to the execution of this contract, or legal obligations, or requests resulting from public authorities. SERMOLAB guarantees for its part that the data processing will be based on principles of fairness, legality and transparency, and protection of privacy and related rights. A refusal to provide them might determine the impossibility for SERMOLAB to give course to the contract and to all related and connected activities. The processing of personal data will be done using paper, electronic and telematic means in respect of the aforesaid decree and will be guarded by SERMOLAB and CAAM in such a way as to ensure confidentiality, prevent the destruction or use by external entities.

**4.3.** Here below are the names and contacts of the relevant figures in this Agreement, to which address communications by kind:

For the **HEALTH SERVICE PROVIDER:**

Contact: BUDAHÁZI Katalin; [info@allergycenter.eu](mailto:info@allergycenter.eu); phone + 36 30 6319309;

Samples: BUDAHÁZI Katalin; [info@allergycenter.eu](mailto:info@allergycenter.eu); phone + 36 30 6319309;

Reporting: RÉTHY Lajos, [lajos.rethy@allergycenter.eu](mailto:lajos.rethy@allergycenter.eu);

Invoicing: BUDAHÁZI Katalin; [info@allergycenter.eu](mailto:info@allergycenter.eu); phone + 36 30 6319309;

For **SERMOLAB:**

Contact: Adriano Mari; [adriano.mari@caam-allergy.com](mailto:adriano.mari@caam-allergy.com); phone +393388837352 (call and text message) – +393482720372 (text message only);

Samples and Reporting: [caam.laboratorio@caam-allergy.com](mailto:caam.laboratorio@caam-allergy.com);

Invoicing: Fabio Baldassarre; +390773319271; [sermolab.srl@gmail.com](mailto:sermolab.srl@gmail.com).

Budapest, 01 / 02 / 2017

**For T&G Health Kft.**

Dr. László Babai  
(stamp and signature)

**For Laboratorio Analisi Sermolab S.r.l.**

Fabio Baldassarre  
(stamp and signature)



**T&G Health Kft.**  
1015 Budapest ①  
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Adószám:13280484-2-41

## Attachment A

**Test name:** FABER 244 – Developer: CAAM/Sermolab

**Short name:** FABER.

**Description:** Molecular tests in nanotechnology for the determination of specific IgE using 244 allergenic preparations, of which 122 molecular allergens and 122 allergenic extracts.

**Cost per test for the HEALTH SERVICE PROVIDER:** € 180,00 for the first 100 test/month.

**Minimum cost suggested to apply to the patient:** € 200,00.

**Maximum cost suggested to apply to the patient:** None.

**Cost reductions:** The cost of the single test for the HEALTH SERVICE PROVIDER may be lower if the number of requested tests increases according to the progression here described: between 101-200 samples/month € 175.00, from 201 onwards/months € 170.00.

In case the HEALTH SERVICE PROVIDER opts for pre-paid form of payments a further €5.00 cost reduction will be applied.

**Shipping cost:** The cost of shipping is borne by the HEALTH SERVICE PROVIDER.

**Promotions:** Cost per test within promotions will be part of separate short term agreements between Parties.

**Minimum test / month:** There will be no minimum level of activities to be respected.

The service for the FABER test includes also the free remote professional and scientific support of CAAM for the HEALTH SERVICE PROVIDER, doctors, specialists, and patients. The FABER test also includes the free and exclusive use by patients of the CDRS dynamic viewer, available on the CAAM website. Only the patient or a legal tutor/supervisor has the right to register in the CDRS, and can give access to others. The free access to the CDRS PRO, the professional tutorial version of the dynamic viewer, is also granted to the HEALTH SERVICE PROVIDER, along with Centers and professionals in its network. The HEALTH SERVICE PROVIDER and centers in its network will be part and contribute to research activities set by the CAAM within the International collaborative platform.

Budapest, 01 / 02 / 2017

**For T&G Health Kft.**

Dr. László Babai  
(stamp and signature)

**For Laboratorio Analisi Sermolab S.r.l.**

Fabio Baldassarre  
(stamp and signature)



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