# SERVICES CONTRACT No. J/21-12

December 20, 2021

#### 1. PARTIES

- (A) Individual Entrepreneur , a legal entity established and organized under the laws of the Republic of Belarus, ("Executor") and,
- (B) **Non-profit organization "Intractable Disease Patient Support Association"** represented by the director **Hiromichi Kikuchi**, a legal entity established and organized under the laws of Japan ("Client"),

both referred as "Parties" and separately as "Party", have signed this agreement ("Contract") on the following:

## 2. SUBJECT MATTER

- 2.1. Executor shall provide the Client with the below services ("Services") according to the Client's orders:
- a. interpretation and translation services (including medical translation) between Japanese, English and Russian languages;
- b. acting as an agent and translation of negotiations with Belarusian hospitals regarding organ transplantation for patients from Japan introduced by the Client (transmission of medical information, negotiations regarding medical services of initial consultation, examination required for including the recipient in the waiting list and the subsequent transplant surgery);
- c. fulfillment of requests of the Client, providing of consulting and other services regarding the Client's interests in Belarus;
  - d. providing the Client with requested information, etc.
- 2.2. Client shall accept and pay for the Services to the Executor.

## 3. COST OF SERVICES

- 3.1. The basic services fee rate for <u>written translation</u> is 20 (twenty) US dollars per page, which is:
  - 3.1.1. 250 Japanese characters of draft text for translation from Japanese into Russian and English languages;
  - 3.1.2. 100 words in Russian or English for translation from Russian/English into Japanese language.
- 3.2. The basic services fee rate for <u>interpretation services</u> is calculated on the time basis spent for work and is worth:
  - 3.2.1. 60 (sixty) US dollars for 1 hour;
  - 3.2.2. 450 (four hundred fifty) US dollars for 8-12 hours per day;
  - 3.2.3. 90 (ninety) US dollars for every consecutive hour after 12 hours of work per day.
- 3.3. The agent's commission for the services stipulated in 2.1.b. above shall be 5% of the contract cost between a Belarusian hospital and the Client.
- 3.4. Minimum order quantity is:
  - 1 page for written translations, and
  - 2 hours for interpretation service.
- 3.5. The amount of services stipulated in 3.1. and 3.2. and all other services provided by Executor to Client are subject to Client's request and Executor's prior calculation of the cost of services.

#### 4. PAYMENTS

- 4.1. Payment for the Services shall be made in accordance with Invoices directly in cash or by bank transfer in US dollars within the terms decided by the Parties.
- 4.2. The payment of the agent's commission for the services stipulated in 2.1.b. above shall be made at the time of settlement with the Belarusian hospital.
- 4.3. All the bank expenses and deductions on the territory of the Republic of Belarus shall be paid by the Executor, while those outside the territory of the Republic of Belarus shall be paid by the Client.

#### 5. LIABILITY OF THE PARTIES

- 5.1. If obligations for this Contract failed to be performed or are improperly performed, the Parties shall bear responsibility in accordance with the legislation of the Republic of Belarus.
- 5.2. The Executor takes an obligation to treat all the confidential information of the Client disclosed to the Executor in full confidence and guarantees that it will not be revealed to any third parties, firms or organizations.

## 6. TERMS OF VALIDITY

- 6.1. This Contract shall become effective from December 20, 2021 and be valid till December 19, 2022.
- 6.2. Both Parties agree that this Contract shall be automatically prolonged for the next calendar year, if neither of the Parties receives from the other Party notice of the cancellation of the Contract in writing.

#### 7. MISCELLANEOUS

- 7.1. This Contract has been executed in two (2) originals, each in the English language.
- 7.2. All changes to this Contract are valid only if they are made in writing and signed by both parties.
- 7.3. This Contract and changes to the Contract (addendums, annexes, etc.) may be executed by exchange of signed copies of the Contract or changes to the Contract by fax or Email.

#### 8. LEGAL ADDRESSES AND BANK INFORMATION OF THE PARTIES

