

SALES AGREEMENT

1. PARTIES:

On the one hand;

1.1 Resident at Republic of Moldova, MD 2028, Chisinau, str. Gh. Asachi, No:42, **IMUNOTEHNOMED LTD.**, will be referred to as "**CUSTOMER** or **IMUNOTEHNOMED**" after this.

On the other hand;

1.2 Resident at Gebze Organize Sanayi Bölgesi (GOSB) Şahabettin Bilgisu Cad. No: 611/1 41400 **MOLTEK SAĞLIK HİZMETLERİ ÜRETİM VE PAZARLAMA A.Ş.**, hereinafter referred to as "**SELLER** or **MOLTEK**".

In the contract will be referred to as together the "**PARTIES**".

1.3 The "FDG" clause in the agreement will present the "**MOLTEK FDG I.V. (F-18 Fluorodeoxyglucose) product with injection solution**".

2. SCOPE OF THE CONTRACT

2.1 Supply of the 10 mCi \pm 2 mCi FDG/dose and will be sold to CUSTOMER in the direction of request,

2.2 This includes the delivery and delivery conditions of the FDG specified on the contract by the CUSTOMER on request and by the addressee / person desired by the CUSTOMER from the production facility at the time specified by the SELLER.

2.3 Delivery term is CIP (to CHISINAU INTERNATIONAL AIRPORT) Moldova.

3. AGREEMENT PERIOD

The agreement period will be 3 (three) years. The period will start for the first delivery date after the getting permissions or authorisation from the authority/authorities.

4. CONTRACT PRICING

4.1 Per single dose sale price of FDG is 400 EUROS (Only, Four Hundred EUROS);

excluding of any local taxes for the duration of the contract for minimum 5 doses in each order and delivery. Customer is free to order more than 5 doses.

4.2 Transportation cost is including from MOLTEK Production Facility to CHISINAU INTERNATIONAL AIRPORT, Chisinau, Republic of Moldova. Transport will be done by Turkish Airlines Passenger or Cargo Flight which fulfils IATA DGD regulation.

4.3 Transportation from customs at CHISINAU INTERNATIONAL AIRPORT, Chisinau, Republic of Moldova to Hospital is under the CUSTOMER's responsibility.

4.4 If the CUSTOMER will order less then minimum total activity of FDG, the transportation cost as \$ 500,00 (Five Hundred American Dollar) will be charged separately.

4.5 The return cost of the Empty Container will be the SELLER's responsibility.

5. DELIVERY TIME

Delivery times will be determined by the CUSTOMER and SELLER considering the production process, physical and chemical properties of the FDG and transportation conditions by Airline.

6. LIABILITIES OF THE PARTIES

6.1. Customer Obligations:

MOLTEK SAĞLIK HİZMETLERİ
ÜRETİM VE PAZARLAMA A.Ş.
Ferhatlışa Mah. Yedigöze Cad.
No: 611/1 Gebze Organize Sanayi Bölgesi - İSTANBUL
Yenikapı V.D. 622 061 6903 - İTO 831447
Mersis No: 0622 0616 9039 2635
www.moltek.com.tr

6.1.1. The CUSTOMER is obliged to inform the SELLER in writing of the amount of FDG orders to be determined by the HOSPITAL until 04:00 PM three day before. Written informational letter (request) should be sent from one or more emails listed below:

- 1 Irina LEONENCOVA (Supply Manager): irina.leonencova@imunotehnomed.md
- 2 Petru BOLEA (Head of Sales Dep.): petru.bolea@imunotehnomed.md
- 3 Stepan BABOGLO (Product and Sales Manager): stepan.baboglo@imunotehnomed.md
- 4 Sergiu RATA (General Manager): sergiu.rata@imunotehnomed.md
- 5 Corporate Mail: office@imunotehnomed.md

Written informational letter (request) must be sent to the following recipient from the SELLERS side:

- Serkan KAZAN : serkan.kazan@moltek.com.tr
- Ceyhun YANIÇ : ceyhun.yanic@moltek.com.tr
- Moltek Order Mail : siparis@moltek.com.tr

6.1.2. If CUSTOMER cancel the order after 04:00 PM the day before, SELLER will charge the first official order amount before 04:00 PM.

6.2 Seller Obligations

6.2.1 The SELLER is obliged to deliver the FDG to the CUSTOMER on the day and time requested by the CUSTOMER, free of charge, excluding the transportation fee.

6.2.2. If the SELLER does not deliver such FDG orders without an excuse as specified in this contract and / or within the timeframe set out between the parties pursuant to 5.1, the SELLER will deliver the undeliverable doses later on in the CUSTOMER'S request direction.

7. TRAINING

7.1 The SELLER shall provide the necessary training to the persons to be determined by the CUSTOMER for the possession, use and transportation of the FDG by the SELLER in the request of the CUSTOMER.

7.2 The trainings will be determined by the SELLER according to the level of the trainee. The SELLER will not charge fees for the trainings.

8. WARRANTY AND RESPONSIBILITY

8.1 In the event that the FDG is delivered to the Airport in Istanbul after the production or if the delivery company receives the delivery from the production site by the currier company, CUSTOMER shall not be liable for any direct or indirect hazard and it is the responsibility of the SELLER.

8.2 Any failure that may occur after the delivery in CHISINAU INTERNATIONAL AIRPORT, Chisinau, Republic of Moldova is the responsibility of the CUSTOMER only if the SELLER has trained CUSTOMER'S relevant personnel on the treatment of FDG's.

8.3 Unavailable doses will not be invoiced by the SELLER due to excuses (Transportation, Weather Conditions, etc.) that are not within the scope of the SELLER.

8.4 It is a fact that the FDG produced by the SELLER have been approved by official bodies. Otherwise, the SELLER will be responsible for all kinds of damages that are born and / or born in the presence of the CUSTOMER.

9. SALES TERMS AND CONDITIONS

9.1 The above-mentioned prices are net prices in EURO, exclusive of any VAT, state or local tax or customs.

9.2 SELLER will issue the invoice for each delivery in daily after delivered the FDG to the CUSTOMER.

MOLTEK SAĞLIK HİZMETLERİ
ÜRETİM VE PAZARLAMA A.Ş.
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9.2 At the end of each month, the CUSTOMER undertakes to make payment to the SELLER within 10 days wire money transfer.

9.3 Even if ordered by CUSTOMER, due to the nature of the FDG that the roads have, the CUSTOMER will be unable to use the FDG due to the failure of the FDG. In this case, the SELLER cannot charge any fees from the CUSTOMER. An invoice related to this will not be directed to the CUSTOMER.

10. FOUNDATION OF THE AGREEMENT

The following shall be deemed the unilateral termination of the contract.

10.1 The SELLER does not deliver orders for 3 (three) times without showing any reason.

10.2 CUSTOMER makes irregular payments in 2 (two) times.

11. DECLARATION AND CONCLUSION

All notices to be made pursuant to this contract shall be made through notary channels or forwarded registered mail to the address of the party specified in the contract. THE PARTIES acknowledge that this address is the legal address of the address of the contracting party and that if there is a change in these addresses and if it does not notify the other party in writing within 7 (seven) days following the change, the notification to the address in the contract shall be deemed legally valid.

12. OTHER MATTERS:

12.1 In case new regulations are required in case of necessity, the articles of the contract may be rearranged or made up in mutual agreement with an addendum containing the authorized signatures of the parties.

12.2 All taxes, stamp duties including stamp tax arising from the contract in Turkey shall be paid by the SELLER and All taxes, stamp duties including stamp tax arising from the contract in Moldova shall be paid by the CUSTOMER.

12.3 The parties hereby expressly acknowledge and agree that the parties will not use the information they communicate with each other and that the content of this Agreement is confidential and will not use it outside the scope of this agreement and / or share it with third parties.

13. DISPUTE RESOLUTION AND LEGAL PROVISIONS

13.1 Any disagreements or disagreements which may arise from the implementation of this contract shall be tried to be settled by mutual negotiations and ISTANBUL courts and executive offices shall be authorized to settle all disputes not resolved.

13.2 This agreement may not be transferred, in whole or in part, to third parties.

14. ENFORCEMENT

This contract, consisting of 3 (three) pages and 14 (fourteen) articles, was prepared and signed by the parties on 18 / 11 / 2020 in two copies.

CUSTOMER

IMUNOTEHNOMED LTD.

Sergiu RATA

General Manager

SELLER

MOLTEK SAĞLIK HİZMETLERİ ÜRETİM VE
PAZARLAMA A.Ş., Gebze-KOCAELİ-TURKEY

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