

General Terms of Business

1 Range application of these GENERAL TERMS OF BUSINESS

- 1.1 The following provisions (GENERAL TERMS OF BUSINESS) govern business relationships and are intended to promote the smooth course of business between the client and the Qualitouch-HC Foundation, CH-8001 Zürich, which licenses and markets the Qualitouch products and services, conducts projects with Qualitouch services, conducts events for the general public and healthcare specialists and operates the Qualitouch database (called "Qualitouch-HC" below).
- 1.2 These GENERAL TERMS OF BUSINESS apply to all services provided by the Qualitouch-HC foundation with respect to the client based on a concluded agreement. These GENERAL TERMS OF BUSINESS also apply to all future agreements concluded between Qualitouch-HC and the client, unless otherwise agreed.
- 1.3 The Qualitouch-HC provides its services exclusively according to these GENERAL TERMS OF BUSINESS and the relevant agreement. The version of the GENERAL TERMS OF BUSINESS, which is effective at the time the agreement is concluded (3), is applicable to this agreement. Acceptance of the services agreed of Qualitouch-HC by the client shall also be considered recognition of these GENERAL TERMS OF BUSINESS.

2 Subject of agreement

- 2.1 Qualitouch-HC foundation is a non profit organization offering its clients set-up and support of projects in the field of internet based quality assurance and quality management. The services of Qualitouch-HC comprise

2.1.1 QT-Quality Management:

Solutions for clinics, healthcare-centers as well as clinical practices in patient management as well as monitoring of treatment and patient compliance.

2.1.2 QT-Research and Quality Assurance projects:

For researcher and suppliers in planning, execution as well as analysis and evaluation of quality assurance projects. Conduct workshops and events for healthcare specialist on project related and general subjects in healthcare.

2.1.3 QT-Patients:

Patient oriented quality assurance helps patients to document and observe the outcome of their medical treatment. To provide personalized prognosis and pain-diaries. Organization and execution of events for the general public on subjects in healthcare.

3 Conclusion of agreement / termination of agreement

3.1 The agreement with the Qualitouch-HC is concluded when the client accepts the GENERAL TERMS OF BUSINESS in writing as part of a Projectcontract between him and Qualitouch-HC or where applicable giving his consent by ticking the appropriate box in an Internet application.

3.2 For the formalities of payment the client accepts the respective conditions of contract as well as the GENERAL TERMS OF BUSINESS currently in effect.

3.3 The client is himself responsible for the content, correctness and completeness of data transferred electronically to the Qualitouch-HC database. Qualitouch-HC declines all liability in this respect.

3.4 With the provision of its services (2.1) the Qualitouch-HC has fulfilled its obligations under the agreement.

4 Further provisions / warranty and liability

- 4.1 The client is aware and agrees that the content of the Qualitouch database largely depends on anonymous data from hospitals, health centres and doctors as well as patients. The Qualitouch-HC is not able to check the intrinsic correctness, completeness and current validity of these data obtained from third parties, so that these factors are also not claimed by the Qualitouch-HC. The client acknowledges that the third parties named above, i.e. the hospitals, health centres and doctors as well as patients providing the data, are not agents of Qualitouch-HC in the discharge of its obligations.
- 4.2 The client recognises that the Qualitouch-HC does not provide any advice or recommendations with respect to specific types of treatment or specific persons for possible medical treatments or operations. In particular, the additional information and Outcome calculation made available to the client do not represent any advice, recommendations or guarantees of this kind.
- 4.3 The client has agreed that his data entries into the Qualitouch Database und the relevant OUTCOME calculations may be used, processed and published free of charge in anonymous form and observing the statutory regulations for personal data protection by Qualitouch-HC.
- 4.4 The Qualitouch-HC does not guarantee the correctness, completeness or current validity of information obtained from third parties.
- 4.5 Qualitouch-HC shall only be liable for damages, from whatever cause, in the event of deliberate or gross negligence of its legal representative, employees or other fulfilment assistants. This applies correspondingly in the case of violation of preliminary or subsidiary obligations, for unauthorised treatment, deficiencies and consequences of deficiencies, in addition to default and impossibility.
- In particular, Qualitouch-HC shall not be liable for faults in technical services caused by a provider, Swisscom or other telecommunications supplier. The client cannot derive any claims for compensation with respect to Qualitouch-HC owing to EDP system failures, unless the failure was due to gross negligence or intent by Qualitouch-HC.

4.6 Qualitouch-HC is released from its contractual obligations if it is obstructed in their fulfilment by labour disputes, official or legal actions, in addition to other events of force majeure, provided Qualitouch-HC cannot be held responsible for these events. In addition, Qualitouch-HC shall be entitled to extraordinary notice of termination of the agreement in the foregoing cases.

5 Concluding provisions

5.1 Supplements and amendments to this agreement must be made in writing. Conditions to the contrary or subsidiary agreements on the part of the client shall only be effective if acknowledged by the signature of Qualitouch-HC.

5.2 If individual provisions of the present GENERAL TERMS OF BUSINESS should be ineffective wholly or in part, the effectiveness of the remaining provisions shall not thereby be affected.

Ineffective provisions shall be replaced by provisions, which approach most closely to the sense and purpose of the ineffective provision from the legal and commercial aspects. The same shall apply to any gaps in the regulations under the agreement.

5.3 Formal and substantive **Swiss law** shall be exclusively applicable to contractual relationships with Qualitouch-HC.

5.4 **Zurich/Switzerland** shall be agreed as exclusive **place of jurisdiction**.

5.5 Qualitouch-HC shall be authorised to transfer all rights and obligations from the agreement with the client to a third party without further action.

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Qualitouch-HC Foundation

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