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**VENDOR AGREEMENT**

This Health Care Facilitator/Operator – Medical tourism company agreement made and entered into by and between World Medical Tourism Company, a Health Care Facilitator/Operator (hereinafter called **HCF**) management company, registered in, Iran, with registration no 37082 Address : No 113, Honarestan, Mashhad, Iran and

Medical Tourism company name: .....

Address and Tel: .....

(Hereinafter called **Vendor**) on the .... / .... / 2024, and. (The Vendor and HCF are referred to herein individually as a “Party” and collectively as the “Parties”).

**RECITALS**

WHEREAS, Vendor is a Medical Tour Operator, that owns and operates a licensed Vendor facility (ies) which provides Medical Tour services; WHEREAS, HCF That acts as a facilitator between Vendors providing Medical Tour services and Clients located in various countries; WHEREAS, pursuant to the terms of this Agreement, Vendor desires to provide the Medical Tour services to the Clients referred by HCF.

NOW, THEREFORE, in consideration of the mutual covenants and promises recited herein, both the Parties have agreed to put in writing their understanding as under

**1. Role and relationship of Parties:**

**Vendor :** Vendor shall be solely responsible for all medical care and tour services, including

- Signing contract with authorized Hospitals/Clinics/Doctors
- Putting latest information of doctors and treatments in the portal of HCF
- To be accessible by the patients and HCF in the treatment duration
- Following up the patients in all the treatment process
- Upon reaching an agreement with the client, provide punctual tour services
- The responsibility for collecting the tour and treatment fees from the clients is shared between the treatment center and the HCF. The method of receiving their share is at their discretion and responsibility, and WMT bearing no responsibility in this regard.

**HCF :**

- shall be responsible for coordinating between Vendor and Clients.
- Training of personnel introduced by the Vendor for entering information into the portal, responding to patient requests, and communicating with patients via portal

The relationship of the parties under this agreement is that of an independent contractor and the company hiring the contractor.

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The parties to this agreement are entering into a professional relationship as independent contractors.

2. Credentials, representations and warranties.

Vendor represents and warrant as follows:

- 2.1 They are licensed and approved by statutory authorities in the country / province and city of their operations. In case there is any change in this status, they shall inform HCF of the withdrawal of license and reason for the same and action taken by Vendor to renew the status.
- 2.2 In case they are required to comply with any specific requirement arising out of legal or professional obligation, they shall continue to do so within the mandated time provided under the legal or professional obligation.

3. Venue, Jurisdiction and Governing Law.

Any legal recourse action for cause executed either by HCF or the Vendor shall be subject to the HCF's local courts. The court shall have the jurisdiction and mandate to entertain such claims and pronounce judgements.

4. Validity of Agreement.

This agreement shall be valid for a period of 1 (one) year from the date of signing of this agreement unless it is terminated earlier as per section 15 of this agreement

5. Communication between the Parties:

To ensure proper communication between the Vendor and HCF, each party shall identify and nominate its personnel for each Client undergoing procedure at the Vendor. The nominated personnel of each party shall only correspond with the nominated

HCF , the mail ID of the nominated person for this purpose is [mehdi@wmedtour.com](mailto:mehdi@wmedtour.com) , [bimehhakimi@gmail.com](mailto:bimehhakimi@gmail.com)

Contact person: Mehdi Hakimi , Phone: +985138665866, Mobile: +989124138231

For the Vendor, the mail ID of the nominated person is follows:

For Surgical Bookings:

Manager : Mr./ Ms. .... Email: ..... , Mobile :

Office phones :: ..... Email: .....

Contact person : ..... Email: ..... Mobile : .....

6. Medium of communication;

The medium of communication shall be English. The Parties shall not exchange information in any fashion other than the laid down protocol for exchange of information.

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7. Liability, Indemnity and limitations:

Except in the case of negligence, neither party shall be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, lost business, regardless of whether either party shall be advised, shall have other reason to know or in fact shall be made known of the possibility.

In the case of cancellation by Vendor, they will be responsible to clients.

8. Marketing, publicity, branding and support:

Use of Trademarks pertaining to Vendor and HCF

A Party shall not use the other Party's Trade Marks or any marks confusingly similar thereto in its corporate or trade name without the prior written approval of other Party.

Any Party will not claim any ownership rights in the other Party's Trade Marks and each Party acknowledges that it will not acquire or claim any right, title or interest in the other Party's Trade Marks by reason of this Agreement, or as a result of the use of the other Party's Trade Marks, or for any other reason.

A Party shall not apply for, or obtain registration of the other Party's Trade Marks or any marks incorporating the other Party's Trade Marks or confusingly similar to the other Party's Trade Marks for any goods or services in any jurisdiction worldwide.

All uses of the Trade Marks of a Party must be approved in writing in advance by such Party. Each Party must obtain other Party's prior written approval for permission to use the other Party's Trade Marks, of the format of such use, the media to be used and the duration of the proposed use. Use of the Party's Trade Marks in respect of which such Party's written approval is required includes without limitation, use of the such Party's Trade Marks in marketing, sales and promotion, publicity events, press releases, corporate branding and on interior and exterior signage. A Party may only use such material that has been approved by other Party and such use shall be consistent with the approval provided by the approving Party. Once a Party approves any proposed use, other Party shall not modify, alter, change or amend it without the prior written approval of the other Party.

Each Party shall also request other Party's approval as to use of its Trade Marks in combination with any other trademarks.

Each Party may provide to other Party appropriate and reasonable written guidelines (which may include an outline of the approval process) for the other Party to follow from time to time for the use of the approving Party's Trade Marks.

Each Party shall not apply for, or obtain registration of, or create any domain name, social media profiles or other electronic media presence consisting of or incorporating the other Party's Trade Marks or marks confusingly similar thereto, without the prior written approval of the other Party. Any request for such approval by each Party shall be in writing and shall include as a minimum the following information: the proposed name of the domain name, social media profile or media presence; the proposed design and layout; a description of its functionality; and a content creation guideline and management policy. No domain name, social media profile or media presence shall be used or made active without the additional prior approval by one Party of the applicable terms and conditions of use and privacy statements and vice versa.

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Any Party shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the other Party's Trade Marks or the reputation and / or goodwill associated with the other Party's Trade Marks or the other Party, or that may invalidate or jeopardize any application for registration, or registration of the other Party's Trade Marks.

All use of the one Party's Trade Marks by other Party shall endure to the benefit of Party owning such Trade Marks.

Each Party shall, without delay, execute such further deeds or documents (including before a Notary Public) as the other Party may require for the purpose of recording a Registered User Agreement relating to the owning Party's Trade Marks with the relevant authorities in the Vendor's country .

Use of the Materials

Each Party acknowledges and agrees that the Materials and any and all intellectual property rights in them are confidential to the owning Party and remain the property of owning Party and nothing in this Agreement shall operate to assign or transfer any such Materials or the intellectual property rights therein to the other Party. Each Party undertakes to only use the Materials of the other Party in respect of the operation of the Facilities as set forth in this Agreement. Each Party agrees: (i) to protect the Materials of the other Party with the same degree of care that it uses to protect its own confidential information; and (ii) not to disseminate the Materials of the other Party or to provide such Materials to any third party without other Party's express written consent.

Each Party acknowledges and agrees that the Materials of a Party and any and all intellectual property rights in them shall at all times remain the sole and exclusive property of such Party, and the other Party hereby agrees that it shall not, and shall procure that none of its officers, employees or agents shall not , make any physical or electronic copies of such Materials or any of its translations save as are necessary and incidental to their proper use under this Agreement and approved by other Party in writing. Each Party shall maintain a register of such copies and translations and deliver both the register and such copies and translation to the other Party on request.

Any Party does not and will not claim any ownership rights in the Materials of the other Party and acknowledges that it will not acquire or claim any right, title or interest in such Materials by reason of this Agreement, or as a result of the use of the Materials, or for any other reason.

Each Party agrees that nothing in this Agreement shall give any Party any right, title, or interest in the Materials of the other Party, other than the right to use the same in accordance with this Agreement.

Any Party shall not apply for, or obtain registration of the copyright or any other intellectual property rights in the Materials of the other Party or any works derived from such Materials.

Any Party shall not amend or translate the Materials of the other Party without other Party's prior written approval to do so. Each Party shall notify the other Party immediately of any potential improvements, translations and/ or modifications to the other Party's Materials and the other Party shall be entitled to adopt such improvements, translations and/ or modifications to such Materials. Each Party shall be the exclusive owner of the intellectual property rights in any improvements, translations and / or modifications to its Materials.

Each Party shall execute such documents (including before a Notary Public) as may be required or desirable by the other Party to give effect to the provisions of this clause. Each Party acknowledges that the neither Party is under any

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obligation to make any payment to the other Party for any improvements and/ or modifications to the Materials of the other Party.

Intellectual property right infringement

Each Party must promptly report to other Party particulars of any activities which amount to or may reasonably amount to the infringement of the other Party's Trade Marks or the intellectual property rights in the Materials, or to unfair competition in respect of the use of the such Trade Marks, or that could damage the distinctive character of such Trade Marks.

If it comes to the notice of any Party that a third party alleges that any one or more of the other Party's Trade Marks are invalid or that the Materials or any of the other Party's Trade Marks infringe the rights of a third party or that the intellectual property rights in the Materials or such Trade Marks are open to any other form of attack, that Party shall not make any admission of liability whatsoever, but shall promptly report the matter in full detail to the other Party in writing.

Each Party may in its absolute discretion take such action against the infringement of the intellectual property rights in the Materials and/ or the Trade Marks owned by such Party or acts of unfair competition. Such Party will have full control of the conduct of all proceedings relating to such Materials and / or Trade Marks and the proceeds of any such action will belong to such Party. Other Party will not have any right to defend or prosecute any action involving the copyright in such Materials and/ or Trade Marks.

In the event that a Party, in its absolute discretion, undertakes the defence or prosecution of any matter involving the intellectual property rights in its Materials and/or Trade Marks or unfair competition, the other Party will fully cooperate with such Party and its attorneys in relation to such action.

In the event that a Party acquires actual knowledge (or should have acquired knowledge) that any of its employee has made any use of the other Party's Trade Marks without the prior written consent of the other Party or has made any unauthorised use of the Confidential Information, such Party shall take appropriate and reasonable action to cause such employee to desist such use of the Trade Marks or unauthorised use of the Confidential Information, including termination of such employee's employment agreement or rights to provide professional or other services at the Facilities. Notwithstanding the foregoing, the other Party may, in its sole discretion, take any independent action(s) that it may deem appropriate to cause an employee to terminate any use of the other Party's Trade Marks that has not been approved by the other Party or unauthorised use of the Confidential Information, as applicable.

Vendor shall also provide HCF with required support including letter of recommendation, details for obtaining visa to Client and any companion accompanying the Client for treatment. In case of extension of visa required for procedural reason, Vendor shall provide the reason and support HCF in obtaining extension of visa for Client.

9. Invoicing

Vendor shall provide an estimate for procedure to HCF, which HCF shall forward to the Client. On confirmation by Client to undergo the procedure. In case Client prefers to transfer the funds directly to the Vendor account, Vendor shall provide the Vendor banking details to the Client. In all cases the payment shall be transferred before 4 working days, and payment shall be in Vendor designated account before the procedure or surgery.

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10. Compensation to HCF.

Vendor agrees and confirms to compensate HCF for marketing the services of the Vendor's. The compensation shall be as follows:

Marketing Compensation fees:

- The vendor has agreed that 10% of the total treatment cost should be paid in advance by the client to CHF
- The vendor has agreed that 5% of the tour cost should be paid in advance by the client to CHF
- Each Party pays their taxes.
- In the case of increasing the cost of treatment, Clients have to pay it to

11. Payment and currency

HCF or client shall pay Vendor in USD only. Likewise, Vendor shall make all payments to HCF in USD. Any banking charges for payment to HCF Limited shall be borne by HCF.

12. Variation in rates for procedure

Parties recognise that the Estimate provided by the Vendor as per section 9 of this Agreement is subject to variation depending on Clients condition before, during and after the procedure. Causes for variation in the rates, shall be provided by the Vendor. Vendor shall follow up with its Client to ensure payment for the variation by the client. Vendor shall under no condition perform such variation without the written consent of the Client.

13. Client not undergoing procedure.

Vendor and HCF agree and confirm that in case the Client decides not to undergo the procedure and such confirmation is received 2 working days prior to the actual procedure, then the Vendor shall refund the entire amount paid to Client for that procedure less 10% of the amount.

14. Amendment: Waiver.

This Agreement may be amended only in writing by duly authorized representatives of the Parties hereto. No waiver of any provision of this Agreement shall be effective unless given in writing signed by the party against whom the waiver is sought to be enforced. No failure to exercise, and no delay in exercising, any right, power, or privilege under this Agreement will operate as a waiver hereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise of the same or any other right, power, or privilege hereunder.

15. Termination of Contract.

Both the Parties can terminate this Agreement under any of the following conditions

- 15.1 Termination for Cause: If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.
- 15.2 Termination for Convenience: This agreement may be terminated by either party on thirty (30) days advance written notice effective as of the expiration of the notice period.
- 15.3 Termination for Insolvency: Either party has the right to terminate this agreement where the other party becomes insolvent, fails to pay its bills when due, makes an assignment for the benefit of creditors, goes out of business, or ceases production.

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15.4 In the case of expiration of the contract or its dissolution for any reason, the rights and responsibilities of the Parties generated until that date except the ones related to the disclosing of the confidential information will be terminated without any compensation.

Survival of Benefits.

The provisions of this Agreement, including without limitation those relating to indemnification and confidentiality, shall survive the expiration or termination of this Agreement to the extent necessary to provide the full benefit thereof consistent with applicable statutes of limitations.

16. Access to Premises.

The Vendor shall provide the HCF reasonable access to the premises, which may be limited to times specified by the Vendor in advance. HCF shall not unnecessarily interfere with the normal operations of the Vendor or others, and shall not unnecessarily obstruct or encumber any Vendor premises.

IN WITNESS HEREOF, each party to this Agreement has caused it to be executed.

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