

COLLABORATION AGREEMENT

Between

Steward Health Care International S.L., a company incorporated in Spain with Spanish Tax [REDACTED] whose registered office is at [REDACTED] Spain (hereinafter referred to as “**Steward**”);

and

Canberra International GmbH, a company incorporated in Switzerland with company number [REDACTED] whose registered office is at [REDACTED], Switzerland (hereinafter referred to as “**Canberra**”);

(respectively hereinafter individually called the “**Party**” or collectively the “**Parties**”)

The purpose of this agreement is to define the terms and conditions under which Steward shall collaborate with Canberra, that will be its exclusive representative in the territories of Kuwait & Oman (the “**Territories**”) for the purpose of exploring business opportunities for Steward including but not limited to the following:

- For the Territories, Canberra will be identifying, communicating, and negotiating with potential clients and partners on behalf of Steward and will take the lead in direct business relationships with any department or client in the Territories.
- Canberra will be coordinating earmarked projects in partnership with Steward in the Territories during the execution.
- Canberra will be exclusively representing Steward for business development with healthcare-related clients in various government to private entities in the Territories.
- Deal structures and fees will be agreed on deal-by-deal basis and the terms will be established in a separate document that will be agreed and negotiated by the parties from time to time.
- Any third party involved in the success of business activities shall be compensated, it is agreed that this compensation will be solely handled by Canberra.

1. Recitals

1. This Collaboration agreement (“**CA**”) is designed to foster a friendly relationship through mutual cooperation between the Parties, in the development of healthcare projects that are mutually deemed to be of interest to the Parties (the “**Projects**”)
2. The Parties anticipate that, while this CA is intended to establish a contractual relationship between the parties and that it will facilitate the establishment of a working relationship between them leading to the conduct of one or more collaborative activities.
3. The Parties are in a mutual position to facilitate the business expansion of the other Party in the Territories.
4. Upon pre-approval by STEWARD, STEWARD will provide support to CANBERRA with permission to use its profile, name, catalog, and website and will be providing a team to join CANBERRA’s team for any required meeting(s). Additionally, if approved internally by STEWARD, STEWARD will add its capacity to coordinate, apply for, manage, and submit tenders, bids, and other procurement-related material in relation to the projects.
5. CANBERRA shall be responsible for coordinating with Steward and potential clients to establish projects within the Territories. Subject to the provisions of this agreement the parties agree to work in good faith to maintain a positive working relationship throughout the course of this agreement.

2. Exclusivity for the Territories

This exclusivity clause between Steward and Canberra confirms the agreement that Canberra shall be the sole and exclusive representative of Steward in the territories of Kuwait and Oman. This means that all business development, including but not limited to sales, marketing, and project management, related to Steward's products and services in these territories must be conducted solely through Canberra.

Canberra shall be responsible for providing all necessary support and resources to Steward to effectively promote and provide its healthcare services in these Territories. This shall include but is not limited to, providing market intelligence, arranging meetings with potential clients and customers, and supporting the project acquisition process as necessary.

For the avoidance of doubt, Canberra shall be solely exclusively representing Steward in the Territories and Canberra will not be representing any other healthcare companies and/or entities in those Territories.

The duration for this exclusivity is Three (3) years from the signed date and shall be subject to renewal by mutual express written consent between both parties.

3. Obligations of CANBERRA

1. To provide a robust business plan for each healthcare project which is suitably adapted for application in its location within the Territories.
2. To represent, establish, and develop (if expressly pre-authorized by Steward), all contracts signed in the different locations within the Territories under a business model for Steward to act as project manager for healthcare projects and services.
3. If agreed by the parties, to act as a project manager of the healthcare projects, provided that the referred projects have been presented, delivered, and negotiated by Canberra.
4. To make available to each healthcare project(s), access to the full range of business networks including all potential clients and government / private entities in the Territories.
5. To provide advertising, publicity materials, and information relating to healthcare projects and facilitate marketing in the Territories.
6. Coordinate with Steward and potential clients to establish, develop, and manage projects and tasks within the Territories.
7. To lead, communicate and coordinate healthcare clients and point out earmarked healthcare opportunities and development projects in the Territories.
8. If agreed by the parties on a project-by-project basis, to provide advice on healthcare project(s) on an ongoing basis.
9. If agreed by the parties on a project-by-project basis, to advise on establishing and maintaining world-class performance standards for services being provided by STEWARD.

4. Other terms

1. Each Party will assign a person to be in charge of the implementation and maintenance of this CA and to negotiate and manage any changes to this CA.
2. Both Parties will endeavor to exchange with one another in-house publications and research material that may be relevant to the Projects.
3. Both Parties will consider the development of joint proposals, knowledge transfer, service or entrepreneurial activities.
4. Each Party shall carry their own costs for the implementation and performance of their obligations under this CA.

5. Confidentiality

1. Each Party undertakes it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients, or suppliers of the other Party except permitted herein.
2. Each Party may disclose the other Party's confidential information to its employees or advisers who need to know such information for the purposes of exercising the mutual collaboration and

representation under this CA. Each Party shall ensure that its employees and/or advisors to whom it discloses the other Party's confidential information comply with this clause.

3. Each Party shall only use the other Party's confidential information which is communicated to it in connection with this CA for the purpose for which it was communicated or with the permission of the communicating Party.

6. Governing Law and Jurisdiction

1. This Agreement and any non-contractual obligations arising from it will be governed by the laws of Switzerland.
2. In case of any dispute, disagreement, difference, or claim arising from or related to this Agreement, including its existence, validity, interpretation, performance, breach or termination, or any dispute regarding non-contractual obligations, the parties shall attempt to resolve the issue amicably within 30 business days of the first written notification of the dispute by either party.
3. If no amicable resolution is reached within 30 business days, the dispute will be referred to and finally resolved by the Courts in Switzerland. All parties waive objections regarding service, venue, and jurisdiction and agree that Switzerland is the location of this agreement and operation.

7. Costs & Validity of this agreement.

1. Each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.
2. This agreement shall be valid for a period of Three (3) years from the date of signing and is renewable by the written consent of both parties.

8. Severance

1. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Agreement.
2. If any provision or part-provision of this Agreement is deemed deleted, the Parties shall negotiate in good faith and agree to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Termination

Without affecting any other right or remedy available to it, Steward may terminate this Agreement with immediate effect by giving written notice to Canberra if Canberra commits a material breach of any terms of this CA or in case of misrepresentation of Steward in any of the Territories referred in this Agreement.

10. Force Majeure

If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, pandemics or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected (the "Affected Services") by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered, or delayed by a Force Majeure

Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

11. Due Authorization and Enforceability

The parties are the companies duly organized, validly existing, and in good standing under the laws of its applicable jurisdictions, qualified to do business, and in good standing as a foreign corporation in the jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification and has all requisite power and authority, corporate or otherwise, to conduct its business as now being conducted, to own, lease and operate its properties and to execute, deliver and perform this Agreement. All requisite actions, corporate and otherwise, have been taken to authorize the party's execution, delivery, and performance of this Agreement, including compliance with regulatory requirements and the presence of all legally required certificates issued by the authorized state agency/authority on the Territory. This Agreement is a legal, valid document and shall have a binding obligation on both the parties, enforceable against both the parties in accordance with the terms agreed herein.

12. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by all Parties (or their authorized representatives).

13. Further Assurance

At its own expense, each Party shall and shall use all reasonable endeavors to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

14. Waiver

1. A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15. Notices

All notices and other communications to any party hereunder shall be in writing and shall be given to such party as its address first set forth above. Each such notice or other communication shall be effective if given (i) by mail, five (5) days after such communication is deposited in the mail with first-class postage prepaid, (ii) by nationally recognized courier. (iii) by any other means when delivered by hand.

16. Counter Parts

This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement. This Agreement shall not be binding unless and until counterparts have been signed by each of the parties and copies of the signed Agreement have been delivered by facsimile, email with a digital signature, or other means to each other party

17. Indemnification

Steward agrees to indemnify and hold harmless Canberra against any and all claims, damages, or expenses arising out of Steward's business dealings in the Territories through Canberra.

18. Amendments

This agreement may only be amended by written agreement of both parties.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto has signed this

Signed for and on behalf of Steward Health Care International S.L.

Signature:

Name: Dr Armin Ernst Position: CEO & President

Date:

Signed for and on behalf of Canberra International GmbH

Signature:

Name: Asad Shaukat Ali Position: Executive Director

Date: