

Conclusion of a contract for the development of a “Radiology Information System (RIS)” with Helimed Diagnostic Imaging Spółka z ograniczoną odpowiedzialnością Sp. K. with its registered seat in Katowice and MEDAPP S.A. (PLYLWHT00012)

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On January 25, 2022. MedApp S.A. with its registered seat in Kraków “Issuer” concluded a Contract for programming and design work on a “Radiology Information System _RIS_” “Contract” with Helimed Diagnostic Imaging Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa with its registered seat in Katowice _40-760_ at ul. Panewnicka 65, entered in the register of businesses of the National Court Register under the number KRS 0000258373, REGON [Statistical number]: 276200044, NIP [Tax ID]: 6342297288 “Helimed”.

Pursuant to the above-mentioned Contract, the Issuer will develop the above-mentioned _software_ system on behalf of Helimed, and will also integrate it with other systems used by Helimed by implementing the _software_ system within 12 months as of the date of concluding the Contract. The Issuer will use subcontractors to perform the Contract. As consideration for the development of the system _software_, its integration and implementation, the Issuer will receive remuneration in the amount of PLN 1,785,000.03 net plus the applicable VAT, payable in installments after Helimed's acceptance of the parts of the work related to the _software_ system as agreed by the parties. The aforesaid amount of remuneration also includes the license fee for the system _software_ for the entire term of the License. The license lasts for 5 years and then it becomes indefinite with a 5-year notice period.

Furthermore, the Issuer will provide maintenance services of the system _software_ for a period of at least 36 months, and for it will receive remuneration in the amount not lower than PLN 1,231,560.00 net plus the applicable VAT. After 12 months of provision of maintenance services, the Issuer may change the remuneration for the Maintenance Services, but not by more than 25%, and if the change in remuneration is not accepted, Helimed is entitled to terminate the maintenance service.

All financial copyrights to the system _software_ will be vested in the Issuer, therefore the Issuer will be entitled to grant licenses to the Software also to third parties. As a result of its contribution to the project, Helimed will be granted the status of a reference account for 36 months, and therefore will be entitled to receive commission payments equal to 15% of the net price/remuneration received by the Issuer for sales of the system _software_ licenses from its clients _licensees/distributors_, representing the gross amount from which VAT should be accounted for.

Additionally, in connection with the Contract, the parties concluded a License Agreement for CarnaLife System software for the period corresponding to the validity of the license for the RIS system, and after

the period of 60 months, the license agreement becomes indefinite with a 12-month notice period. The total value of the aforementioned license agreement in the assumed license period will amount to PLN 708,000.00. As the license fee is dependent on the number of Helimed medical facilities using the CarnaLife System, licensing more facilities than 13 will generate more fees for the Company than indicated above. The Issuer is entitled to change the amount of the license fee after 12 months of the term of the license agreement, and in case the changed amount is not accepted by Helimed, Helimed is entitled to terminate the license agreement.

In the Issuer's opinion, both Agreement and Contract together are of the essence for the Company.

[Attachment.](#)