

Agreement of Joint Venture

Tbilisi

03.12.2010

Whereas the Tbilisi Humanitarian (Teaching) University (State accreditation N36/A - 03.12.2008) wishes to send students, apprentices and dentists for training programs at hospitals, universities and other medical and Allied health professions institutes in Israel and whereas Dmedical is engaged with different Institutes in Israel and deals with the necessary arrangements for the Trainees within these Institutes; and whereas the parties wish to cooperate in the aforementioned matter; as for such, the parties achieved the following points of agreement:

1. Tbilisi Humanitarian (Teaching) University shall deliver Dmedical the following training details for each of its trainees:
  - a. Trainees' CVs; Trainees' courses and achievements;
  - b. Requested period of the Training;
  - c. Requested Training topics;
  - d. Trainees' expectations and special requests;
  - e. Any other information needed;
2. Dmedical shall contact Institutes in Israel and shall deliver Tbilisi Humanitarian (Teaching) University an offer that meets best the THU requirements.
3. After receiving Tbilisi Humanitarian Teaching University written approval to the offer, Dmedical shall make all the necessary arrangements for the trainees' training in Israel, including all the coordination needed versus the Institutes, insurances, technical support during the trainees stay in Israel, transportation to and from the airport (if required), accommodations (if required), meals in the Institutes (if required and if possible), journeys in Israel and neighbored countries (if required), training certification etc.
4. It is hereby agreed and clarified that the trainee and/or Tbilisi Humanitarian (Teaching) University (but not Dmedical) shall bear all the expenses attached here in.
5. Dmedical shall not be entitled to receive any payment from Tbilisi Humanitarian (Teaching) University for the aforementioned services unless specifically indicated in the offer.
6. The parties hereby agree that Dmedical shall be granted with exclusivity regarding the Tbilisi Humanitarian (Teaching) University trainings in Israel, and therefore Tbilisi Humanitarian (Teaching) University shall not contact Institutes in Israel for this matter, directly by themselves or via any other entity.
7. Dmedical shall not bear any responsibility and/or any liability regarding the contents of the Training.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of this day of November 25, 2010

Dmedical

By: Rena Shapira-Rshapira

Title: CEO

Tbilisi Humanitarian (Teaching) University Valentina Joradze

By: Valentina Joradze

Title: Rector

