#### OPTION CONTRACT

for providing services of to the spectral analysis
(determination of the bioelemental status) of biological
samples in the elemental analysis laboratory of the Clinic of
the Ministry of Emergency Situations based in All-Russian
Center for Emergency and Radiation Medicine of A.M.
Nikiforov, St. Petersburg

\_\_14\_\_\_JAN\_\_\_\_, 2015 St. Petersburg, Russia

33 Elementa represented by PE Anton Petrov, hereinafter referred to as the Contractor, duly represented by the director Petrov Anton Aleksandrovich, a participant of the healthcare research program aimed at detecting the content of toxic chemical elements in the body on the basis of the data obtained in the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov, on the one hand, and

\_\_\_\_\_\_, hereinafter referred to as the Customer, have entered into this agreement as follows:

#### SUBJECT MATTER

- 1.1 Under this contract, the Contractor assumes the obligation of providing the service, i.e. spectral analysis (determination of bioelemental status) of the biological samples (hair, nails, teeth, etc.). provided by the Customer. The analyses is done in the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov, (Medical license No. FS 78-01-002624 dated June 14, 2012 issued by the Federal Service for Supervision over Health and Social Development).
- 1.2 The instructions for collecting biological samples, the price list for services and personal data questionnaire for doing the test, attached to this contract, represent the integral part of this contract.

# 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 2.1 The Contractor is obliged:

2.1.1 To provide delivery and laboratory testing of biological samples, provided by the Customer Testing must be done in the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov within 3-5 business days, starting from the date of receiving the samples.

- 2.1.2 To ensure the safety of biological samples received from the Customer till the moment they are handed over to the elemental analysis laboratory for the test.
- 2.1.3 To provide the Customer with data on the results of the done test through sending a copy of the documents received from the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov within 2 business days from the moment the research was done and the results obtained. If it is required, submit original documents sealed and signed by the employees of the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov within 7 days from the moment the research was done All original forms are provided in Russian, with the supplementary data report in English in the form approved by the Contractor, with indicated data of the Customer.
- 2.1.4 To notify the Customer about the objective cause which makes the test impossible and take all measures aimed at eliminating the obstacles.
- 2.1.5 To answer all questions of the Customer, prior to the moment this contract is signed, the payment is made and the laboratory test is done.
- 2.1.6 To respect strict confidentiality and honor the obligation of nondisclosure of the Customer's personal data, including the results of the laboratory test.

#### 2.2 The Customer is obliged:

- 2.2.1 To collect personally the biological samples required for the test, following the instructions provided in Appendix No. 2.
- 2.2.2 To hand over the test samples to the Contractor personally or send it to the Contractor via mail, courier services, couriers, etc.
- 2.2.3 To make the payment corresponding to the chosen plan of the research and the price list provided in Appendix No. 4 to this contract.
- 2.2.4 To abide the legislation in effect in the resident country and not to apply for the test in order to prejudice rights and legitimate interests of the person biological samples, handed over to the Contractor, belong to.

- 2.2.5 To sign the certificate of completion, corresponding to the list of services specified in Appendix No. 1 of this contract, after the Contractor renders the ordered service and provides the laboratory test data. Free-form confirmation of the data being received and accepted made through correspondence is equal to the certificate of completion.
- 2.2.6 While the contract for long-term cooperation is valid, to sign the subsequent certificates of completion, corresponding to the statement of work specified in Appendix 1, for subsidiary contracts fully equal in the part of information and the content to this parent contract. Free-form confirmation of the data being received and accepted made through correspondence is equal to the certificate of completion.

# 3. CONTRACTUAL PAYMENT AND LIABILITY

- 3.1 The failure of one of the parties to comply with the terms of this agreement, resulting in material losses of the other party, invokes penalties against the guilty party in the amount of the damage caused.
- 3.2 In case of deviations detected in the quality standards of the biological samples provided by the Customer, collected in accordance with the instructions provided in Appendix No. 2, the Contractor notifies the Customer of this fact, and in some cases suspends the service until the new samples are received.
- 3.3 The contract between the Contractor and the Customer considered executed from the moment when the list of studies, the Customer's personal data and the agreed cost of services provided by the Contractor is approved in writing.
- 3.4 The payment made by the Customer to the Contractor confirms his (hers) full consent with the data expounded in this contract and annexes.
- 3.5 In the case the test samples are handed over by the Customer remotely (sent via mail, courier services, couriers, etc), the Contractor makes the list of studies at the moment of receiving the test samples, which gets conformed and approved via email.
- 3.6 The cost of laboratory test is paid in the full amount, prior to the start of the research, upon the fact of test samples being received by the Contractor.
- 3.7 Payment is made on a cash and non-cash basis with accordance to the mode of payment agreed on by the Customer and the Contractor.

- 3.8 By signing the certificate of completion, with reference to this contract, the Customer express written consent with the fact that the services provided by the Contractor are fully and timely executed. Thus, the Customer holds no claims against terms, volume, quality and timing of the services provided.
- 3.8.1 If the Customer considers the electronic copy of the test results sufficient, he (she) confirms that the services provided by the Contractor are complete and accepted by acknowledging the receipt of the electronic copy (an email, fax, etc.) sent by the Contractor.
- Due to the fact that the test is done in the 3.8.2 governmental institution of the Russian Federation, the Contractor is obliged to indicate Russian abbreviations (Name, Surname, Patronymic name). Thus, using English alphabet and names in the standard forms for foreign citizens, applying for the test, is unacceptable. In this regard, Russian names and surnames will be intermediately assigned to foreign citizens. These names and surnames will be indicated only in the official forms of All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov. The internal report in English will the original personal data of the Customer in English. This procedure will by no means affect the research and its results. It is just a legalistic formality which has no effect on the test. Thus, for example, if your name is John Smith, the name stated in the official form of the governmental institution will be: Evgeniy Smit (written in Russian).

#### 4. ACTS OF PROVIDENCE

- 4.1 The parties will not be held liable for partial or complete failure to fulfill obligations under this contract if this failure resulted from the acts of providence, determined in accordance with the legislation of the Russian Federation, after the contract is signed
- 4.2 Should any circumstances stated in clause 4.1 arise, each party must notify the other party in writing without any delay. The notice must contain data on the nature of the circumstances, as well as official documents confirming the presence of such circumstances. The period of time, given to a party for fulfillment of obligations, with respect to this contract, should be prolonged with regards to the period of time these circumstances and their consequences stand unaffected for.

#### 5. DISPUTE SETTLEMENT

- 5.1 All disputes and disagreements that may arise between the parties regarding issues that have not been resolved in the text of this contract will be resolved through negotiations.
- 5.2 Should any controversial issues remain nonregulated after the negotiation, the disputes should be resolved under the current statutory procedure.

#### 6. EXTINCTION OF THE CONTRACT

- 6.1 The present contract considered extinct:
- 6.1.1 when the order is executed by the Contractor, form the moment the certificate of completion is signed by the Customer. The sole exception is contained in the provisions of clause 6.1.4.: acknowledgement of the receipt and acceptance of data provided through correspondence, is equal to the certificate of
- 6.1.2 Upon mutual consent of the parties.
- 6.1.3 For other reasons as stipulated by current legislation.
- 6.1.4 The case of long-term cooperation, with regards to the initially signed contract, requires correspondence of all certificates and annexes arising from subsequent orders with the basis of the parent contract. The unique numbers of the subsidiary contract are assigned to subsequent orders and the certificates of completion associated with them.

# 7. FINAL PROVISIONS

7.1 The term of this contract is thirty days from the date it is signed or approved through correspondence by the parties. The contract is considered extended for another thirty days, if none of the parties declares in writing its intention of terminating this contract prior to the expiration date of the contract.

#### 8. LIST OF APPENDICES

- 8.1 Appendix No. 1 Annex to the offer contract with the list of services provided.
- 8.2 Appendix No. 2 Instructions for collecting the biological samples.
- 8.3 Appendix No. 3 The Customer's personal data questionnaire
- 8.4 Appendix No. 4 The approved price list for service packages for spectral analysis (determination of the bioelemental status) of the Customer's biological samples
- 8.5 Appendix No. 5 Example of documents provided to customers after doing the test in the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov, St. Petersburg.

# 9. DETAILS AND SIGNATURES OF THE PARTIES

the Contractor	the Customer
PE Anton Petrov	
OGRNIP: 311784702000656	
Beneficiary: Petrov Anton Aleksandrovich	
Beneficiary's Acc №: 40817840107990000326 (USD)	
Correspondent bank: Citibank NA, 399 Park Avenue,	
New York, NY 10043, USA	
Account: 36310481	
SWIFT: CITIUS33 AND SAME	
Russia, Saint Peterburges *	
Petrov A./	

# APPENDIX №1 to the offer contract with the list of services provided.

For order No	, within of the pub	lic offer contract.
Surname, first name & patronymic / Name of the company		
The phone number	E-mail	
	List of services:	
Complete analysis based on 35 che 105 USD	emical elements. Cost of the service-	
Analysis of vital *** (18) chemical of USD	elements. Cost of the service - 95	
Analysis of toxic chemical **** (17 USD	) elements. Cost of the service – 95	
	ENDIX №1, customer agree completel with option contract is released via linl ogovor.html	

- With correct doing steps, according an instruction for getting samples for test, is released via link -

Date of appli	antin.		10.01

- With cost and list of getting services;

http://www.mineralogram.com/manual.html

Customer Signature :\_\_\_\_\_

Executive Signature:\_\_\_\_\_/

\*\*\* - Vital chemical elements detected in HAIR with the medical assessment report (18 elements: boron (B), calcium (Ca), cobalt (Co), chrome (Cr), copper (Cu), iron (Fe), iodine (I), potassium (K), magnesium (Mg), manganese (Mn), molybdenum (Mo), sodium (Na), phosphorus (P), selenium (Se), vanadium (V), zinc (Zn), silicon (Si), germanium (Ge))

\*\*\*\* - Toxic chemical elements in HAIR with the medical assessment report (17 elements: titanium (Ti), antimony (Sb), silver (Ag), aluminum (Al), arsenic (As), beryllium (Be), cadmium (Cd), cesium (Cs), mercury (Hg), lithium (Li), nickel (Ni), lead (Pb), strontium (Sr), thallium (TI), barium (Ba), tin (Sn), rubidium (Rb))



# APPENDIX No. 2 - Instructions for collecting the biological samples.

It order to do the laboratory test, it is necessary to collect the biological samples as follows:

- 1) Cut 4-5 thin strands from different parts of the back of the head. The hair should be cut directly AT THE VERY ROOTS, the total thickness of the strands laid out on the plane should make about 10-15 mm.
- 2) If your hair is long, the strand cut for the test samples should be 1.5 centimeter-long. It should be cut and measured from the roots. The length of the hair exceeding 1.5 centimeters should be cut off and not included into the sample.
- 2) For reference, the amount of hair, required for the test should make about a teaspoonful or more or equal to the thickness of the area of two pencils on the plane.
- 3) If there is not enough hair growing at the back of the head or on the head as such, it is necessary to collect the total amount using hair from different parts of the body.

For information, armpit hair can include many extra chemical elements, it is not recommended to cut them for researching.

- 4) In the cases when nails are used as a sample, the total amount of sample required for the test is 1 tsp.
- 5) Hereafter, the collected samples must be placed in a plastic or paper bag, and delivered personally / sent to the Contractor.
- 6) It is necessary to fill in a questionnaire, provided in Appendix No. 3., before sending the sample.



# APPENDIX No. 3 - The Customer's personal data questionnaire

Questionnaire No, referre	ed to the laboratory of the Clinic of the Ministry of Emergency
Situations based in All-Russian Center in	or Emergency and Radiation Medicine of A.M. Nikiforov, St. Petersburg
Surname, first name & patronymic	
Years completed	
The phone number	
E-mail	
Skype / ICQ	
The city of residence	
The address original documents should be send to (Zip code, city, street, house, etc.)	
	- smoke - don't smoke - give up more than 2 years ago - give up less than 2 years ago
Attitude towards smoking alcohol	- don't drink alcohol - drink on special occasions - drink a little on the daily basis - tendency to alcohol addiction
Chronic disease and health problems (described in any format)	
A type of nutrition (vegetarianism, flesh diet, mixed diet)	<ul><li>vegetarianism</li><li>mixed diet</li><li>flesh diet</li></ul>
Occupation/ business activity, hostile working environment (described in any format)	
Data on vitamins and mineral complexes taken within the past 6 months (the name of the medication, the duration of therapy, the end date of medication)	The name of the medication:  The duration of therapy:  The end date of medication:
The reason for doing the test (described in any format)	
Date of application/	



# Appendix No. 4 - The approved price list for service packages for spectral analysis (determination of the bioelemental status) of the Customer's biological samples

- Complete analysis based on 35 chemical elements . Cost of the service- 105 USD
- Analysis of vital \*\*\* (18) chemical elements. Cost of the service 95 USD
- Analysis of toxic chemical \*\*\*\* (17) elements. Cost of the service 95 USD

## Service packages:

## A Family package:

- Complete analysis based on 35 chemical elements . Cost of the service- 95 USD
- Analysis of vital \*\*\* (18) chemical elements. Cost of the service 85 USD
- Analysis of toxic chemical \*\*\*\* (17) elements. Cost of the service 85 USD

Prices are stated per person, based on a one-time testing of 3 samples.

## Basic provision:

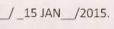
All services are provided on the basis of the option contract;

Service execution timelines - 3-5 business days \*\* from the moment the test samples are received;

All non-residents of St. Petersburg get the original documents sent to them at the expense of the customer, the delivery cost is not included in the original price of the service;

- \* Any valid biological samples (hair, nails, teeth, bones, etc.) are suitable for the test;
- \*\* the customer receives the data in electronic / printed form, the original documents are provided / get sent to the specified address within 7 business days, after the results are obtained.
- \*\*\* Vital chemical elements detected in HAIR with the medical assessment report (18 elements: boron (B), calcium (Ca), cobalt (Co), chrome (Cr), copper (Cu), iron (Fe), iodine (I), potassium (K), magnesium (Mg), manganese (Mn), molybdenum (Mo), sodium (Na), phosphorus (P), selenium (Se), vanadium (V), zinc (Zn), silicon (Si), germanium (Ge))
- \*\*\*\* Toxic chemical elements in HAIR with the medical assessment report (17 elements: titanium (Ti), antimony (Sb), silver (Ag), aluminum (Al), arsenic (As), beryllium (Be), cadmium (Cd), cesium (Cs), mercury (Hg), lithium (Li), nickel (Ni), lead (Pb), strontium (Sr), thallium (TI), barium (Ba), tin (Sn), rubidium (Rb))

Price Approval Date:



Appendix №5- The documents provided to customers after doing the test in the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov, St. Petersburg.

Upon doing the test at the Clinic of the Ministry of Emergency Situations, you will receive a two-page report.

The first page presented below contains the most important part of data on 35/17/18 chemical elements in  $\mu g / g$ , depending on the selected service package, within supplementary data report in English in the form approved by the Contractor.

The second page presented original document received from the elemental analysis laboratory of the Clinic of the Ministry of Emergency Situations based in All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov in Russian language.

All original forms are provided in Russian, with the supplementary data report in English in the form approved by the Contractor, with indicated data of the Customer.

It is important to read the provisions of paragraph 2.8.2 of the option contract really thoroghly in order to avoid misunderstandings:

Due to the fact that the test is done in the governmental institution of the Russian Federation, the Contractor is obliged to indicate Russian abbreviations (Name, Surname, Patronymic name). Thus, using English alphabet and names in the standard forms for foreign citizens, applying for the test, is unacceptable. In this regard, Russian names and surnames will be intermediately assigned to foreign citizens. These names and surnames will be indicated only in the official forms of All-Russian Center for Emergency and Radiation Medicine of A.M. Nikiforov. The internal report in English will the original personal data of the Customer in English. This procedure will by no means affect the research and its results. It is just a legalistic formality which has no effect on the test. Thus, for example, if your name is John Smith ,the name stated in the official form of the governmental institution will be: Evgeniy Smit (written in Russian).

