



EMBRACE RELIEF

Cure Cataract Program — Mali Mobile Clinic Initiative

LONG-TERM COLLABORATION PROTOCOL

Cataract Surgery Funding Partnership

Rural Mali Mobile Clinic Program

FUNDING PARTNER

ClearVision Global Health, Inc.

Eren Coban, Founder & Executive Director

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IMPLEMENTING PARTNER

Embrace Relief

Authorized Representative, Cataract Program

18 Passaic Avenue, Suite 1

Fairfield, New Jersey 07004, USA

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embracerelief.org

Effective Date: _____

This Protocol becomes binding only upon signature by authorized representatives of both Parties.

Preamble

This Long-Term Collaboration Protocol (the “Protocol”) is entered into by and between ClearVision Global Health, Inc., a Texas nonprofit corporation (“ClearVision” or the “Funding Partner”), and Embrace Relief, a New Jersey nonprofit humanitarian organization (“Embrace Relief” or the “Implementing Partner”). ClearVision and Embrace Relief may each be referred to as a “Party” and together as the “Parties.”

ClearVision has supported cataract surgery initiatives, including prior contributions to Embrace Relief’s Cure Cataract program. Embrace Relief operates and supports a mobile eye clinic program serving Bamako and rural communities in Mali. The Parties wish to formalize a transparent, accountable, and nonexclusive funding relationship to expand access to medically appropriate cataract surgery and related eye-care services.

1. Purpose and Scope

1.1 This Protocol establishes a long-term, renewable collaboration under which ClearVision may conduct fundraising campaigns for Embrace Relief’s Cure Cataract mobile clinic program in Mali. The collaboration is based on transparent fund use, appropriate reporting, mutual recognition, patient dignity, and compliance with applicable law and ethical standards.

1.2 ClearVision acts solely as an independent fundraising and funding partner. Embrace Relief retains full and exclusive operational authority over program design, local partner selection, patient screening and selection, medical scheduling, surgical delivery, procurement, staffing, safeguarding, security, and all other implementation decisions.

1.3 Nothing in this Protocol creates a joint venture, partnership in law, agency, fiduciary relationship, employment relationship, or authority for either Party to bind or represent the other. This Protocol is nonexclusive, and each Party may collaborate with other organizations and donors.

2. Term, Review, and Renewal

2.1 This Protocol becomes effective on the date of the final signature and remains in force for an initial term of four (4) years, unless terminated earlier under Section 14.

2.2 The Protocol will automatically renew for successive one-year terms unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.

2.3 The Parties will conduct an annual program review, in person or by video conference, to discuss fundraising results, transfers, program outcomes, reporting, branding, and proposed changes. The annual review does not constitute a renewal or create any minimum financial obligation.

2.4 Any amendment must be in writing, signed by authorized representatives of both Parties, and identified as an addendum to this Protocol.

3. Program Cost and Attribution of Surgeries

3.1 The current estimated program cost is One Hundred Twenty U.S. Dollars (US \$120) per cataract surgery. This amount is intended to support surgical care, supplies, mobile clinic logistics, and reasonable post-operative follow-up. It is an estimate and not a permanently guaranteed price.

3.2 Embrace Relief may revise the estimated cost at the beginning of any program year, or sooner if material changes in medical, logistical, regulatory, currency, security, or supply conditions require an adjustment. Embrace Relief will provide ClearVision written notice before the revised amount is used in donor communications.

3.3 The number of surgeries attributed to ClearVision will generally be calculated by dividing the net restricted funds received by Embrace Relief by the applicable estimated surgery cost. Partial amounts may be carried forward and combined with later transfers. Final attribution remains subject to actual program costs, medical eligibility, operational capacity, local conditions, and completion of the relevant campaign.

3.4 ClearVision will not represent that a specific donation is assigned to a named patient or that every donation automatically results in a surgery unless Embrace Relief has confirmed that representation in writing.

4. Fundraising Responsibilities

4.1 ClearVision will use reasonable efforts to conduct at least one dedicated fundraising campaign per program year for the Cure Cataract program. Any annual fundraising goal will be a nonbinding, best-efforts target agreed upon by the Parties and will not constitute a minimum or guaranteed financial commitment.

4.2 ClearVision is solely responsible for its fundraising activities, charitable solicitation registrations, donation receipts, tax representations, donor privacy, fundraising platform compliance, advertising claims, transaction records, and all other legal or regulatory requirements applicable to its solicitations.

4.3 ClearVision will ensure that its public statements accurately describe its role as a funding partner and will not state or imply that it operates, supervises, controls, or medically directs the Cure Cataract program.

4.4 ClearVision may not use Embrace Relief's name, logo, program data, photographs, videos, patient stories, or medical claims except as authorized under this Protocol and approved in accordance with Sections 8 and 9.

5. Fund Transfers and Restricted Use

5.1 Transfer Mechanism

ClearVision will transfer funds designated for this collaboration to a U.S.-based account identified in writing by Embrace Relief. The Parties may agree in writing to quarterly, semi-annual, annual, or campaign-based transfers. ClearVision will provide a remittance statement with each transfer showing, as applicable, gross donations received, refunds or chargebacks, payment-processing fees, any other agreed deductions, and the net amount transferred.

5.2 Timing and Fees

Unless otherwise agreed in writing, ClearVision will transfer available net restricted funds within thirty (30) days after the close of a dedicated campaign or within thirty (30) days after the end of the agreed transfer

period. The sending Party will bear its own banking and payment-processing costs. Any deduction other than ordinary third-party processing fees must be approved in writing by Embrace Relief in advance.

5.3 Restricted Use

Funds received under this Protocol will be used for cataract surgeries and directly associated Cure Cataract mobile clinic operations in Mali. Embrace Relief may allocate funds among eligible program costs as reasonably necessary to implement the funded activities, provided that the funds remain restricted to the Cure Cataract program unless the Parties agree otherwise in writing.

5.4 Partial, Unused, and Remaining Funds

Amounts insufficient to fund a complete surgery may be combined with later transfers and carried forward to a future campaign. If circumstances prevent use of funds for the intended activity, Embrace Relief may, after consultation with ClearVision, apply them to substantially similar cataract or eye-care activities in Mali. Any legally required donor restriction will be honored. Refunds will be made only when legally required or mutually agreed and operationally feasible.

5.5 No Advance Expenditure Obligation

Embrace Relief is not required to begin, finance, or expand a campaign in anticipation of funds that have not yet been received, nor is it required to use unrestricted organizational resources to cover a ClearVision fundraising shortfall.

6. Reporting and Financial Transparency

6.1 Campaign Reporting

Within ninety (90) days after completion of a funded campaign, or within another reasonable period agreed by the Parties, Embrace Relief will make reasonable efforts to provide ClearVision with a campaign report containing:

- Confirmation of the net funds received from ClearVision;
- The number of surgeries attributed to those funds;
- A general summary of patients screened, diagnosed, and treated during the applicable campaign, with ClearVision-funded surgeries separately identified when reasonably possible;
- A general outcomes summary based on information available from local medical and implementing partners; and
- Approved photographs, video, or other impact material when available and permitted under Sections 7 through 9.

6.2 Annual Summary

Embrace Relief may satisfy the annual reporting obligation by consolidating multiple campaign reports. Reporting is subject to the timely availability and reliability of information from local medical providers and

partners. Embrace Relief will not be in breach for reasonable delays caused by field conditions, security concerns, local approvals, data verification, or other circumstances beyond its reasonable control.

6.3 Records Review

Upon reasonable written notice and no more than once per program year, ClearVision may request records directly related to funds transferred under this Protocol. Any review must be limited in scope, conducted during normal business hours, protect confidential and patient information, and exclude unrelated organizational records. ClearVision will bear its own review costs.

6.4 ClearVision Transparency

ClearVision will maintain complete and accurate records of donations raised and funds transferred under this Protocol and will provide Embrace Relief reasonable supporting documentation upon request. ClearVision may publish the existence of the collaboration, verified amounts transferred, and verified impact results, subject to the approval and content-use provisions of this Protocol.

7. Patient Privacy, Consent, and Dignity

7.1 No patient name, identifiable medical information, photograph, video, testimonial, or other personally identifying information will be shared or published unless appropriate informed consent has been obtained and the proposed use is permitted by applicable law, medical ethics, local practice, and Embrace Relief's safeguarding and communications standards.

7.2 Consent must be voluntary, understandable, culturally and linguistically appropriate, and separate from eligibility for medical care. A patient's refusal to be photographed, recorded, interviewed, or identified will not affect access to treatment. Minors and vulnerable adults require appropriate additional protections and lawful consent from an authorized parent, guardian, or representative where required.

7.3 Embrace Relief may provide de-identified, aggregated, representative, or general campaign materials when individual consent is unavailable or when sharing identifiable material would be inappropriate. Neither Party may publish sensitive medical information merely because consent was obtained for a photograph or general story.

7.4 All media capture and patient engagement remain subject to clinical priorities, local medical-provider decisions, patient welfare, security, facility rules, and applicable governmental requirements.

8. Branding, Recognition, and the Fifty-Surgery Threshold

8.1 Mutual Recognition

Each Party may acknowledge the other as a funding or implementing partner, as applicable, in approved communications concerning this collaboration. Neither Party may imply endorsement, exclusivity, control, or a broader relationship than is established by this Protocol.

8.2 Aggregation of Transfers

Multiple ClearVision transfers may be combined and carried forward until the cumulative amount is sufficient to fund fifty (50) or more surgeries at the applicable program cost. Once that threshold is reached, the aggregated contribution may be recognized in connection with one qualifying surgical campaign or mobile clinic deployment, subject to operational feasibility and mutual coordination.

8.3 On-Site Signage

For a qualifying campaign funded by aggregated ClearVision contributions sufficient to support at least fifty (50) surgeries, Embrace Relief will make reasonable efforts to display ClearVision's approved name or logo together with Embrace Relief's branding in a manner reasonably visible in appropriate photographs or video. On-site signage is subject to patient dignity, clinical safety, local law, facility policies, governmental approvals, security conditions, logistical feasibility, and Embrace Relief's branding standards. Failure to display signage because of such constraints will not constitute breach.

8.4 Contributions Below the Threshold

Until the cumulative fifty-surgery threshold is reached, ClearVision will receive ordinary donor recognition and appropriate reporting for the funds transferred. Embrace Relief is not required to provide patient-specific photographs, personal details, individualized patient assignments, dedicated signage, or a separately branded event for contributions below the threshold.

8.5 Brand Approval

Each Party retains ownership of its names, trademarks, and logos. Any use of the other Party's branding requires prior written approval and compliance with supplied brand guidelines. Approval may be withdrawn for future use if materials are inaccurate, misleading, outdated, legally problematic, or inconsistent with patient dignity or organizational standards.

9. Photographs, Video, Reports, and Content Rights

9.1 Embrace Relief will make reasonable efforts to provide appropriate photographs, video footage, stories, and reporting materials from funded campaigns within 3 months after completion of the funded campaign, subject to informed consent, patient privacy, medical ethics, local law, facility policies, government restrictions, security considerations, staffing, technical availability, and operational feasibility.

9.2 Embrace Relief and its licensors retain ownership of content they create or provide. Subject to the terms of this Protocol, Embrace Relief grants ClearVision a limited, nonexclusive, nontransferable, revocable license to use approved content solely for nonprofit donor reporting, public transparency, and fundraising directly related to this collaboration.

9.3 ClearVision may not sell, sublicense, transfer, materially alter, use out of context, or use approved content for unrelated campaigns or commercial purposes. ClearVision must preserve all consent restrictions, credits, captions, expiration periods, and usage instructions communicated by Embrace Relief.

9.4 ClearVision will submit any material containing Embrace Relief's name, logo, patient content, program results, medical claims, quotations, or attributed statements to Embrace Relief for written approval before publication. Embrace Relief will use reasonable efforts to respond promptly. Silence does not constitute

approval. This requirement does not apply to materials in the Pre-Approved Folder, which will be provided by Embrace Relief after signing the Protocol; however, appropriate credit must still be given to Embrace Relief when using this material.

9.5 Embrace Relief may require correction or removal of published content that becomes inaccurate, misleading, harmful, inconsistent with consent, or legally or ethically inappropriate. ClearVision will act promptly upon written notice.

10. Accuracy of Donor and Public Communications

ClearVision will not:

- Guarantee that a donor funds or is matched to a specifically identified patient;
- Claim that every US \$120 donation automatically results in one surgery unless sufficient net funds have been received and Embrace Relief has confirmed the statement;
- Publish unverified surgery numbers, patient outcomes, or program statistics;
- State or imply that ClearVision provides medical care, employs the clinical team, or controls patient selection or treatment;
- Make medical, tax, legal, or programmatic claims on behalf of Embrace Relief without prior written approval; or
- Use donor-facing language that conflicts with patient dignity, informed consent, or Embrace Relief's humanitarian standards.

11. Governance and Communications

11.1 ClearVision's primary contact is Eren Coban at eren@clearvisionglobalhealth.org. Embrace Relief's primary contact will be the Cataract Program Project Coordinator designated by Embrace Relief at curecataract@embracerelief.org, or another representative designated in writing.

11.2 Formal notices under this Protocol must be sent by email to the designated contacts, with confirmation of receipt, and may also be sent by recognized courier to the addresses listed above. Routine operational communications may be conducted by email or video conference.

11.3 No individual employee, volunteer, local partner, medical provider, or contractor may amend this Protocol or bind either Party unless expressly authorized in writing by that Party.

12. Ethics, Compliance, and Safeguarding

12.1 Each Party will comply with applicable federal, state, local, and international laws; its governing documents; anti-bribery and anti-corruption requirements; sanctions and restricted-party rules; anti-money-laundering obligations; donor restrictions; safeguarding requirements; and applicable medical, licensing, confidentiality, and informed-consent standards.

12.2 Patient selection and treatment will be based on medical and programmatic criteria without unlawful discrimination. Neither Party will offer, request, accept, or provide an improper payment, benefit, or inducement in connection with this collaboration.

12.3 Embrace Relief may suspend activities, delay reporting, decline media capture, refuse a proposed communication, or take other protective action when reasonably necessary to safeguard patients, staff, partners, data, security, legal compliance, or organizational integrity.

13. Independent Status, Liability, and Indemnification

13.1 Each Party is an independent nonprofit entity responsible for its own personnel, contractors, volunteers, taxes, registrations, insurance, acts, omissions, and legal compliance.

13.2 Neither Party will be liable to the other for indirect, incidental, special, punitive, exemplary, or consequential damages arising from this Protocol, including lost fundraising opportunities or reputational expectations, except to the extent such limitation is prohibited by law.

13.3 Each Party will be responsible for claims, losses, penalties, and reasonable costs arising from its own negligence, willful misconduct, legal violations, unauthorized representations, misuse of content or branding, or breach of confidentiality or patient-privacy obligations. Any indemnification duty will be limited to the extent permitted by applicable law and will not apply to the other Party's negligence or misconduct.

13.4 Embrace Relief does not guarantee any particular medical outcome, number of eligible patients, campaign date, media deliverable, or uninterrupted operation. Medical care is provided according to professional judgment and local conditions.

14. Termination

14.1 Either Party may terminate this Protocol without cause upon sixty (60) days' written notice.

14.2 Either Party may terminate for material breach upon thirty (30) days' written notice if the breach is not cured within that period. A Party may terminate immediately for fraud, serious misconduct, unlawful activity, misuse of patient information, unauthorized fundraising representations, sanctions concerns, safeguarding risk, or material reputational harm.

14.3 Termination does not eliminate obligations that arose before the effective termination date. Funds already transferred will remain subject to their charitable restrictions and may be used for the intended purpose or a substantially similar purpose under Section 5.4. ClearVision must transfer any net restricted funds already collected for Embrace Relief unless refunding donors is legally required or the Parties agree otherwise in writing.

14.4 After termination, each Party will discontinue new use of the other Party's name and logo. Previously published materials may remain available only when accurate, consent-compliant, and not misleading, subject to any written removal request under Section 9.5.

15. Force Majeure

Neither Party will be liable for delay or failure caused by events beyond its reasonable control, including political instability, conflict, civil unrest, natural disaster, epidemic, public-health emergency, border closure, government restriction, regulatory delay, banking limitation, supply interruption, transportation failure, labor disruption, security threat, utility failure, or other comparable event. The affected Party will provide reasonable notice when practicable and may suspend or modify performance for the duration of the event.

16. Confidentiality

Each Party will protect nonpublic financial, operational, donor, partner, security, medical, and personal information received from the other Party and will use such information only for this collaboration. Confidential information may be disclosed when required by law, court order, regulator, auditor, or professional adviser, provided that appropriate safeguards are used and prior notice is given when legally permitted. Patient information is additionally governed by Section 7.

17. Governing Law and Dispute Resolution

17.1 This Protocol is governed by the laws of the State of New Jersey, without regard to conflict-of-laws principles.

17.2 Before initiating litigation, the Parties will first attempt in good faith to resolve any dispute through discussions between their executive representatives. If the dispute is not resolved within thirty (30) days after written notice, either Party may request nonbinding mediation in New Jersey.

17.3 Any legal action arising from this Protocol that is not resolved through negotiation or mediation must be brought in a state or federal court of competent jurisdiction located in New Jersey, and each Party consents to that jurisdiction and venue.

18. Entire Agreement; Severability; No Waiver

18.1 This Protocol constitutes the entire agreement between the Parties concerning this collaboration and supersedes prior oral or written understandings on the same subject.

18.2 If any provision is held invalid or unenforceable, the remaining provisions will continue in effect, and the invalid provision will be modified only to the minimum extent necessary to make it enforceable.

18.3 A failure or delay in enforcing any provision is not a waiver. A waiver must be in writing and applies only to the specific matter identified.

18.4 Headings are for convenience only. Electronic signatures and counterparts are valid and together constitute one agreement.

Signatures

By signing below, the authorized representatives confirm that they have read, understood, and agreed to this Protocol and are authorized to bind their respective organizations.

FOR CLEARVISION GLOBAL HEALTH, INC.



Signature

Name: Eren Coban

Title: Founder & Executive Director

Date: 07/29/2026

Email: eren@clearvisionglobalhealth.org

FOR EMBRACE RELIEF



Signature

Celil Yaka

Name: _____

Title: CEO

Date: 07/31/2026

Email: celil.yaka@embracer...