

The Contract for the Provision of Medical Services No

Kyiv

LLC “Smart Medical Center” (hereinafter referred to as the Medical Center) represented by the director Olena Yeshchenko, acting based on the Statute, and individual _____, ITN / RNTRC (hereinafter referred to as the Patient), hereinafter collectively referred to as the Parties, have entered into this Contract on the Provision of Medical Services (hereinafter referred to as the Contract) as follows:

1. Subject of the Contract

- 1.1. The Medical Center, following the procedure and under the conditions stipulated by the Contract, undertakes to provide the Patient with the medical services provided by the List of Medical Services based on oral or written application of the Patient, and the Patient undertakes to accept and pay for the provided medical services.
- 1.2. Medical services are provided following sectoral health standards and / or local health care protocols approved following the established procedure.
- 1.3. Place of the provision of medical services: Kyiv, Obolonsky area, Marshal Tymoshenko Street, building 19, letter A and / or Kyiv, Pechersky area, John McCain Street, building 7, letter A. The former numeration of the nonresidential building is 5, letter Z.
- 1.4. The hours, when the medical services are provided, are determined by the Medical Center with the further notification of the Patient.
- 1.5. The medical services are provided following the Patient’s Informed Voluntary Consent for Diagnosis, Treatment and Surgery and Anesthesia, which is issued in the form prescribed by the legislation of Ukraine before the provision of the first medical service and before the provision of medical services, the list of which is determined by the Medical Center.
- 1.6. The Medical Center has no right to disclose to third parties (outside individuals) information about the illness, medical examination, checkup and results thereof, the intimate and family life of the Patient that became known to the Medical Center during the implementation of the Contract, except in cases stipulated by the legislation of Ukraine, and other contracts, including voluntary medical insurance (continuous health insurance).
- 1.7. The Medical Center carries out the initial identification of the Patient, for which the Patient provides (transmits) to the Medical Center his or her personal data in the amount necessary for the registration, payment and provision of services, as well as agrees to the processing and storage of such information. To control the quality of service, a telephone conversation with the Medical Center can be recorded.

2. The Contract price and the payment procedure

- 2.1. The Contract price is defined as a sum of medical services provided by the Medical Center and accepted by the Patient.
- 2.2. The cost of each medical service is determined according to the Price List that is enacted on the date of the provision of such service to the Patient.
- 2.3. The payment of the medical services provided is carried out by the Patient on the day of the provision of the medical service or the commencement of the provision of the medical service by paying by the Patient with means of a payment card using the payment device of the Bank of the Medical Center or by paying by the Patient in cash to the cash register of the Medical Center.
- 2.4. The Patient may be offered a Loyalty Program by the Medical Center.

3. The order of provision and acceptance-transfer of medical services

- 3.1. Medical services are provided by the medical staff of the Medical Center who have the appropriate special education and meet the same qualification requirements following the legislation of Ukraine.

3.2. Before the provision of medical services, the Administrator or the Clinician shall inform the Patient about the list, complement and cost of all medical services that the Clinician considers expedient and orally agrees with the Patient the list and the cost of all medical services to be provided by the Medical Center after the appointment by the Clinician.

3.3. Medical services are provided by pre-registration that shall be appointed with telephone, website or personally that shall be considered as service order. The provision of medical services without pre-registration is possible only if there is no pre-registration of this time by other Patients. The date and time of the provision of each medical service are approved by the Medical Center and the Patient.

3.4. The date and time of the provision of each medical service may be changed with the Patient's initiative until the 1 day for the provision of this service.

3.5. The date and time of the provision of each medical service may be changed with the Medical Center initiative, in the following cases:

3.5.1. If the Patient's health status before the provision of medical services makes it impossible to provide it or significantly increases the risks of complications, threats to the life or health of the Patient or other serious or negative consequences.

3.5.2. If force-majeure circumstances that make impossible providing medical services by the Medical Center emerge.

3.7. By signing the Contract the Patient confirms that the Medical Center has explained to him or her the rights and obligations established by the legislation of Ukraine.

4. Services Quality

4.1. The quality control of the provision of medical services is carried out in cases, in the order and within the periods established in the legislation of Ukraine. The quality of the medical services provided shall meet the requirements of the legislation of Ukraine.

5. Rights and obligations of the Parties

5.1. Patient's Rights:

5.1.1. Get the medical services of the proper quality.

5.1.2. Get accurate and complete information about his or her health status, including getting acquainted with the relevant medical documents regarding his or her health status that are stored at the Medical Center, with contraindications, possible complications and risks (including for life and health), prognosis of possible disease development in the provision of medical services

5.1.3. Require the replacement of a Clinician with an obligation to indicate the reasons for this requirement.

5.1.4. Have the right to privacy of health, the fact of applying for medical assistance, the diagnosis, the information obtained during his or her medical examination.

5.2. Patient's Obligations:

5.2.1. Strictly adhere to oral or written prescriptions and recommendations by the Clinicians of the Medical Center, including the Treatment plan.

5.2.2. Provide originals or copies of documents that contain information about the health that are required for the Medical Center for the provision of medical services.

5.2.3. Pay the cost of medical services in the order and on the terms specified in the Price List of medical services.

5.2.4. Arrive at the place of provision of medical services on the date and time of provision of medical services in 5-10 minutes before the appointed time.

5.2.5. Before the provision of medical services, notify the Medical Center of the entire list of medicines used by the Patient, as well as of all known diseases, defects, allergic or specific reactions to medicines and foodstuffs, and other essential information about the health status.

5.2.6. Inform the Medical Center in case of the violation or impossibility of compliance with the Treatment Plan, if provided to the Patient.

5.2.7. Immediately inform the Medical Center about the improvement or deterioration of well-being, the appearance or disappearance of symptoms and other information about changes of the health status during the term of treatment.

5.2.8. Provide, upon the request of the Medical Center, the data necessary for the Primary Identification, payment for services and identification of the Patient / Customer, and other data according to 1.7. of the Contract.

5.3. Rights of the Medical Center:

5.3.1. If the information about the Patient's illness can worsen his or her health status or harm the treatment process, the Medical Center has the right to provide incomplete information about the Patient's health status, to limit the possibility of familiarizing him or her with certain medical documents.

5.3.2. If the Patient is late for more than 10 minutes, the Medical Center has the right to change the term of medical services unilaterally, postpone or cancel the provision of medical services, informing the Patient thereof.

5.3.3. Change the time of the Patients' appointment registered to the Clinician for a reasonable period, in case of applying at that time to the Patient who urgently needs the emergency medical care (following Article 3 of the Law of Ukraine "On Emergency Medical Aid").

5.3.4. Refuse to provide medical services in case of violation the terms of this Contract by the Patient.

5.4. Obligations of the Medical Center:

5.4.1. Provide the Patient with the medical services of proper quality in the order and on the terms specified in the Contract.

5.4.2. Use of medicinal products and medical products that are authorized to be used in Ukraine.

5.4.3. Maintain and store medical documentation and reports following the requirements of Ukrainian legislation.

6. Responsibility of the Parties

6.1. If the results of a clinical and expert assessment of defects (deviations) of the quality of medical care are revealed, the Medical Center is obligated to pay a fine of 50% (fifty percent) of the cost of poorly provided medical services.

6.2. If the Patient is late for more than 5 minutes the Medical Center unilaterally and at its discretion, decides to cancel or transfer the provision of medical services, orally informing the Patient thereof. If the Patient is late for more than 10 minutes for the provision of medical service to the Clinician at the Medical Center, the provision of medical services may be carried out by the Clinician of the Medical Center in the nearest future, if it does not violate the schedule of appointment of other Patients by this Clinician.

6.3. The Medical Center is not liable for the Patient's complications or the damage caused to the life and health of the Patient as a result of:

- the failure by the Patient to perform the obligations, in particular, the regulations and recommendations of the Clinicians of the Medical Center, the Treatment Plan, etc;
- the use of medicines and medical products of inadequate quality or withdrawn from circulation or those not prescribed by Clinicians of the Medical Center;
- the failure by the Patient to inform or to inform on time provided in 5.2.5-5.2.8. of the Contract;
- receiving medical care at the other health care institutions;
- the development of diseases or pathologies that are not related to the provision of medical services under the Contract.

6.4. The Medical Center is relieved of responsibility, if the complications occur not due to the fault of the Medical Center.

7. Final provisions

7.1. The Parties shall be relieved of responsibility for non-fulfillment or improper fulfillment of the obligations under the Contract in case of force-majeure circumstances, except the fulfilling the obligation to pay for medical services provided.

7.2. In case of disputes or disagreements, the Parties undertake to resolve them through mutual negotiations and consultations. Pre-trial settlement is mandatory and provides for the submission of a claim by one of the Parties that is considered by the other Party within thirty days, whereafter, in case of dissatisfaction with the claim, the dispute is to be resolved by court under the legislation of Ukraine.

The Contract enters into force from the date of the Contract and operates three years (36 months). Evidence of full and unconditional acceptance of the terms of the Contract, as well as the date of its conclusion, is the implementation by the Patient of actions for registration, confirmation of medical services, including their receipt or prepayment. The absence of a paper copy of the Contract signed by the Parties in case of actual payment by the Patient, or the direct provision of services to the Patient is not a reason to consider this Contract not concluded. Signing the Patient's Informed Voluntary Consent for Diagnosis, Treatment and Surgery and Anesthesia is considered as the acceptance of the Contract.

7.3. The Parties shall ensure that each of the Parties has the necessary capacity, all rights and powers necessary and sufficient for the conclusion and implementation of the Contract. The content of the Contract is read and understood by the Patient, corresponds to his or her will and interests. By signing the Contract, the Patient agrees with the price of the service, the Price List (Price) of the Medical Center and the Treatment Rules, agrees to the processing and storage of personal data following the Law of Ukraine "On Personal Data Protection".

7.4. By signing this Contract, the Patient consents to the signing of the Contract by the Medical Center by affixing an analogue of the authorized person's handwritten signature (facsimile reproduction of the signature by mechanical or other copying, another analogue of the handwritten signature).

8. Essential elements of the Parties

Medical Center	Patient
Smart Medical Center, LLC.	
NSRUEO 41186484 Legal address: Ukraine, 04212, Kyiv, Marshal Tymoshenko Str., building 19A Address conducting activities under the license by the Ministry of Health of Ukraine: Kyiv, Marshal Tymoshenko Str., building 19A, John McCaine Str., building 7B (the former numeration of the nonresidential building is 5, letter Z) IBAN UA523808050000000026009562622, JST "Raiffeisen Bank AVAL" Kyiv	ITN / RNTRC _____ Identity document: passport issued _____ _____ <i>(for passport IDs additionally indicate "valid to" and number in the demographic register (unique registry entry number)</i>
Director _____ Olena Yeshchenko	<i>(signature) (Name and Surname)</i>