

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. 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 the Patient’s oral or written application, and the Patient undertakes to accept and pay for the provided medical services.
2. Medical services are provided following sectoral health standards and / or local health care protocols approved following the established procedure.
3. Medical services are provided by the Patient's Informed Voluntary Consent for Diagnosis, Treatment, Surgery and Anesthesia, which is issued after the Patient is identified and before the provision of medical services.

2. The Contract price and the payment procedure

1. The Contract price is defined as a sum of medical services provided by the Medical Center and accepted by the Patient.
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.
3. The payment of the medical services provided is carried out by the Patient in one of the following ways: in advance (pre-) payment (by transferring funds in the national currency of Ukraine to the Medical Center’s bank account using online payments using payment instruments, access to which is provided on the Medical Center's Website, and in accordance with the rules of the payment system); on the day of the actual provision of services (by making a non-cash payment using a payment card using the payment device of the Medical Center bank or in cash directly to the cash desk at the place of service provision).
4. The Patient may be offered a Loyalty Program by the Medical Center.
5. The funds paid for the consumed (provided to the Patient) service are not refunded. In case of the Patient’s refusal to receive paid medical services, but not less than 3 (three) hours before the start of their actual provision, the funds are refunded in the way specified in this Contract. In case of the Patient’s refusal less than 3 (three) hours before the actual provision of services, the funds are not refunded to the Patient. Refund of funds for unreceived services is based on a written application of the Patient, where the Patient indicates his passport data and attaches a copy of the passport, check, or receipt. In case of the absence of the specified attachments, the Medical Center has the right to refuse the refund. The refund period is 14 (fourteen) banking days from the date of receipt by the Medical Center of the refund application.

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

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

4. The Medical Center provides the Patient initial identification, where the Patient provides to the Medical Center his/her data necessary for the preparation of medical documentation, providing information and documents into the Electronic Health System, for payment for services, and also gives consent to the processing and storage of such information. To control the service quality, a telephone conversation with the Medical Center may be recorded.

5. The date and time of each medical service provision may be changed with the Patient's initiative until the one day of the service provision. The date and time of the provision of each medical service may be changed with the Medical Center initiative 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, or if force majeure circumstances that make impossible providing medical services by the Medical Center emerge.

6. Medical services are provided in Kyiv, 19A Levko Lukianenko Str. (Obolon district), 7B John McCain Str. (Pechersk district), 19V Leonid Kadeniuk Ave (Dnipro district).

7. The act of acceptance-transfer of the services provided can be signed both in paper and electronic form: by electronic signature using the Unified State Web Portal of Electronic Services, in particular using the mobile application of the Portal Diya (Дія) or by signing a document sent to his email address from the email address act@smartmedicalcenter.ua, or by electronic signature. If the Patient has not signed the act of acceptance and transfer of the services provided sent to him by email and has not sent comments to the act within 3 (three) calendar days from the date of sending the act to him, the services are considered fully accepted, and the act of acceptance-transfer of the services provided is accepted (agreed) by the Patient.

4. Services Quality

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

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

5. Rights and obligations of the Parties

1. Patient's Rights:

1.1. Get the medical services of the proper quality.

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

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

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

2. Patient's Obligations:

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

2.2. Provide reliable data necessary for the initial and subsequent identification of the Patient, services payment, originals or duly certified copies of documents containing information about the health status, and identification data necessary for the execution of medical documentation that is necessary for the Medical Center to provide services, and other data in accordance with clause 3.4. of the Contract.

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

2.4. Arrive at the place of provision of medical services on the date and time of provision of medical services, 5-10 minutes before the appointed time. In case of planning surgery, arrive at the Medical Center no later than 1 (one) hour before the time of surgery.

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.

2.6. Inform the Medical Center in case of the violation or impossibility of compliance with the Treatment Plan in case it was provided to the Patient.

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

3. Rights of the Medical Center:

3.1. 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.

3.2. 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 emergency medical care (following Article 3 of the Law of Ukraine "On Emergency Medical Aid").

3.3. Refuse to provide medical services in case of violation by the Patient of these Contract terms and / or the Patients' Rules at the Medical Center, in case the Patient commits actions aimed at spreading false and / or negative information, or violating the doctors' honor and dignity.

4. Obligations of the Medical Center:

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

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

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

4.4. The Medical Center does not have the right to disclose to third parties information about the disease, medical examination, examination and their results, intimate and family aspects of the Patient's life, that were found out with the execution of the Contract. The exceptions are cases provided by Ukrainian legislation and other agreements, including voluntary medical insurance.

6. Responsibility of the Parties

1. In case of detection of deficiencies (deviations) of the quality of medical care based on the results of the conducted clinical-expert assessment, the Medical Center undertakes to return to the Patient the costs paid for the provision of such (low-quality) medical services within 14 days from the date of assessment.

2. 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 5.2.5-5.2.7. of the Contract;
- receiving medical care at other healthcare institutions;
- the development of diseases or pathologies that are not related to the provision of medical services under the Contract.

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

4. 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 near future, if it does not violate the schedule of appointment of other Patients by this Clinician.
5. The Patient is informed that the legal relations of the Parties for the provision of medical services to the Patient are contractual, and the rules of Art. 1167 of the Civil Code of Ukraine, which regulates non-contractual (tort) relations, are not applicable to these legal relations.
6. In case of dissemination on the Internet the negative information about the Medical Center or the quality of the service received, or damage to the business reputation of the Medical Center in any other way, a fine in the amount of the price of such service, as well as direct and indirect losses of the Medical Center, shall be paid to the Medical Center upon the first demand.

7. Final provisions

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.
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, where after, in case of dissatisfaction with the claim, the dispute is to be resolved by the court under the Ukrainian legislation.
3. The Contract enters into force from the date of the Contract and operates for 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, and 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, Surgery and Anesthesia is considered as the acceptance of the Contract.
4. 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, and 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".
5. By signing this Contract, the Patient consents to the signing of the Contract by the Medical Center by affixing an analog of the authorized person's handwritten signature (facsimile reproduction of the signature by mechanical or other copying, another analog of the handwritten signature).

8. Essential elements of the Parties

Medical Center Smart Medical Center, LLC.	Patient
NSRUEO 41186484 Legal address: Ukraine, 04212, Kyiv, Levko Lukianenko Str., building 19A IBAN UA253003350000000026009562622, Raiffeisen Bank Aval	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>