

## Contract for the provision of medical services No \_\_\_\_\_

Kyiv  
year \_\_\_\_\_

LLC “Smart Medical Center”, acting on the basis of the Statute (hereinafter referred to as the Medical Center) on the one hand and \_\_\_\_\_ the citizen \_\_\_\_\_, the passport series \_\_\_\_\_, issued by \_\_\_\_\_ (hereinafter referred to as the Patient) from the other side, hereinafter collectively referred to as the Parties, and each separately the Party, have concluded this Agreement on the Provision of Medical Services (hereinafter referred to as the Contract) as follows:

### 1. Subject of the Contract

- 1.1. The Medical Center, in accordance with 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 on the basis of 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 in accordance with sectoral health standards and / or local health care protocols approved in accordance with the established procedure.
- 1.3. Place of delivery of medical services: 04212, Ukraine, Kyiv, Obolonsky area, Marshala Tymoshenko Street, building 19, letter A.
- 1.4. The time period, in which the medical services are provided, is determined by the Medical Center with further notification to the Patient.
- 1.5. The provision of medical services is carried out in accordance with the voluntary consent of the Patient for the diagnosis, treatment, operation 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 information about the illness, medical examination, review 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 Primary Identification of the Patient, and the Patient agrees to provide the information necessary for the Primary Identification, including the Personal Data of the Patient, and its processing when applying to the Medical Center.

### 2. The price of the Contract and the procedure for payment

- 2.1. The price of the Contract is defined as a number 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, which operates on the date of delivery of such service to the Patient.
- 2.3. The payment of the provided medical services 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 one of the following methods of the Patient's choice:
  - 2.3.1. By paying by the Patient in cash in the cash register of the Medical Center.
  - 2.3.2. By making the payment by the Patient by means of a payment card using the payment device of the Bank of the Medical Center.
- 2.4. The Patient may be offered a Loyalty Program by the Medical Center.

### 3. The order of delivery and acceptance-transfer of medical services

- 3.1. Medical services are provided by the medical staff of the Medical Center. The members of the medical staff have the appropriate special education and meet the same qualification requirements in accordance with the legislation of Ukraine.
- 3.2. Prior to the provision of medical services, the Administrator or the Clinician shall inform the Patient about the list, composition 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, which is done by telephone, website or personally. Provision of medical services without prior recording is possible only in cases where there is no previous record 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 from the Patient's initiative until the 1-day period for the provision of this service.

3.5. The date and time of the provision of each medical service may be changed at the initiative of the Medical Center, 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. The emergence of force-majeure circumstances that make impossible providing medical services by the Medical Center.

3.6. The presence of the circumstances provided in 4.5.2. of the Contract, is established by the Medical Center and informed to the Patient

3.7. The Patient confirms that the Medical Center has explained to him the rights and obligations established by the legislation of Ukraine.

#### **4. Quality of services**

4.1. The quality control of the provision of medical care is carried out in cases, in the order and within the time periods stipulated by the legislation of Ukraine. The quality of the provided medical services must meet the requirements of Ukrainian legislation.

#### **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 the health status, including getting acquainted with the relevant medical documents that are stored at the Medical Center.

5.1.3. Get reliable and complete information about contraindications, possible complications, and risks (including the risks about life and health), a forecast of the possible development of the disease during the provision of medical services.

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

5.1.5. Have the right to the secret about the health status, the fact of applying for the medical assistance, the diagnosis, the information obtained during his / her medical examination.

##### **5.2. Patient's Duties:**

5.2.1. Strictly adhere to oral or written prescriptions and recommendations by the doctors 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 by 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 for 5-10 minutes before the appointed time.

5.2.5. Prior to 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. In case of the violation or impossibility of compliance with the Treatment Plan, if provided to the Patient, inform the Medical Center about this.

5.2.7. Report 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.

##### **5.3. Rights of the Medical Center:**

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

5.3.2. If the Patient is late for more than 10 minutes, 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 admission of Patients registered to the doctor for a reasonable period, in case of applying at that time to the Patient who urgently needs the emergency medical care (in accordance with 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. Responsibilities 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 records and reports in accordance with 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. In case of delay of the Patient for more than 5-10 minutes or if the Patient did not appear at the place of provision of medical services, on the date and time of the provision of medical services, the Medical Center, unilaterally and at its discretion, decides to cancel or transfer the provision of medical services, informing the Patient thereof. In the case that the Patient comes for the provision of medical services at the Medical Center for more than 10 minutes late, the provision of medical services is carried out by the Doctor of the Medical Center in the near future, which will not violate the schedule of admission of other Patients.

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

- a failure by the Patient to perform the duties provided in 6.2.1. of the Contract, in particular, the regulations and recommendations of the doctors of the Medical Center, the Treatment Plan, etc;

- a failure to inform the Patient of the essential information about the Patient's health;

- the use of medicines and medical products of inadequate quality or those not prescribed by doctors of the Medical Center;

- the Patient is not informed of the information provided in 6.2.7. of the Contract;

- receiving medical care in 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 released from liability for non-fulfillment or improper fulfillment of the obligations under the Contract in case of force-majeure circumstances. The force-majeure circumstances mean accident, catastrophe, natural disaster, epidemic, epizootics, war, etc. The action of force-majeure circumstances transfers the execution of the obligation to the end of their term.

7.2. In case of disputes or disagreements, the Parties undertake to resolve them through mutual negotiations and consultations. If the Parties fail to reach agreement, disputes (disagreements) are settled by court in accordance with the legislation of Ukraine.

7.3. The Contract enters into force from the date of the Contract and operates 3 (three) years from the date of conclusion. The Contract may be terminated in the order and in the method established by the legislation of Ukraine.

7.4. By signing the Contract, the Patient agrees to the processing of personal data in accordance with the Law of Ukraine "On Protection of Personal Data".

7.5. The Contract is concluded by the Patient according to his / her will, is in his / her interests. The content of the Contract is read and understood by the Patient. By signing the Contract, the Patient agrees with the Medical Center Pricelist and the Treatment Rules established by the Medical Center.

#### 8. Essential elements of the Parties

Medical Center	Patient
<b>Smart Medical Center Ltd.</b> Legal address: Ukraine, 04212, Kyiv, Marshala Tymoshenko Str., building 19A r / o 26009562622 in JSC "Raiffeisen Bank AVAL" Kyiv MFI 380805 Code USREOU 41186484 <b>Director</b> _____ <b>O. G. Yeshchenko</b>	<b>citizen</b> _____ _____, <b>passport series</b> __ ____, <b>issued</b> <b>by</b> _____ _____, <b>identification number:</b> _____  <b>Patient</b>