

PUBLIC AGREEMENT FOR THE PROVISION OF MEDICAL SERVICES

Limited Liability Company «MEDICOVER UKRAINE» (*License for carrying out economic activity in medical practice issued in accordance with the Order of the Ministry of Health of Ukraine № 1512 of 21.07.2021*) represented by the Director Uliana Yarynych, acting on the basis of the Statute, hereinafter referred to as "Contractor", pursuant to Articles 633, 641, 644 of the Civil Code of Ukraine, and the Individual who applied to the Contractor for the purpose of obtaining medical services, hereinafter referred to as the "Patient", entered into this public agreement on the provision of medical services on the following terms:

1. Terms and Definitions

1.1. *The public agreement for the provision of medical services* (hereinafter - the "Agreement") **is public** and determines the terms and conditions of the Contractor's provision of services to the Patient and is concluded for an indefinite period. The conditions of this Agreement are the same for everyone. In the case of concluding an individual agreement for the provision of medical services between the Patient and the Contractor, the terms of such agreement will have the prevailing legal force.

1.2. *Public offer* - the Contractor's proposal addressed to an unlimited number of individuals to enter into this Agreement for the provision of medical services under the conditions specified therein.

1.3. *Acceptance* - full, absolute and unconditional consent of the Patient with the terms and conditions of the Public Offer, in the form of this Agreement and with the cost of services of the Contractor. Acceptance is carried out by: signing informed consents/other documents of the Contractor; and/or through an oral or written application for receiving medical services and/or paying for services by the Patient; and/or taking other confirming actions certifying the fact of its conclusion.

1.4. *Patient* – is a person (including in the interests of the child, fiduciary, custodian), who accepted this public offer of the Contractor for conclusion this Public agreement for the provision of medical services.

1.5. *Services (medical services)* - the entire range of medical services, the list and names of which are determined according to the Contractor's price list, which is posted on the Contractor's website at the address: www.medicover.ua . Information about the addresses of the places where medical services are provided is posted on the Contractor's website at the address: www.medicover.ua.

2. SUBJECT OF THE AGREEMENT

2.1. The Contractor, in accordance with the procedure and under the conditions specified in this Agreement, undertakes to provide the Patient with paid medical services provided for in the current price list, based on the Patient's oral or written request, and the Patient undertakes to accept and pay for the provided medical services.

2.2. The provision of medical services is carried out by qualified personnel of the Contractor, in accordance with industry standards in the field of health care and/or local medical care protocols, approved in the prescribed manner and using the appropriate certified equipment and medical supplies.

2.3. The provision of services under this Agreement involves the performance by the Contractor's medical staff of a set of activities at the addresses of the provision of medical services, which includes consultations, examinations, diagnostic examinations and diagnostics, analyses, treatment and preventive medical interventions, procedures, etc. The scope and type of services are determined by the general state of health of the Patient, the technical capabilities of the Contractor and licensing requirements for medical practice.

2.4. Information on the nature, procedure and special conditions of medical interventions (procedures), possible risks and complications for the Patient's health is brought to their attention orally, and in the established cases with the execution of the Patient's Informed Voluntary Consent for diagnosis, treatment and for surgery and anesthesia,

which are drawn up in the form established by the legislation of Ukraine before the provision of medical services, and which, upon signing, are part of the medical documentation.. Such consent is based on the informed, independent and voluntary decision of the Patient, taking into account all risks and possible complications that may arise during medical interventions (procedures).

In case of refusal of the Patient from services that could, in the opinion of the Contractor, reduce or eliminate the risk to the patient's health, the doctor may obtain from them a written refusal of medical care, explaining to the Patient the possible consequences of such refusal.

2.5. If necessary, specialists from other medical institutions and laboratories may be involved in the process of providing services (consultations, analyses, individual medical interventions).

3. RIGHTS OF THE PARTIES

3.1. The Contractor has the right to:

3.1.1. Refuse to provide medical services to the Patient in case of incomplete and / or unreliable information about his person or the person he represents, in case of debt of the Patient to the Contractor for medical services provided or for other reasons provided by current legislation of Ukraine.

3.1.2. Do not start or suspend the provision of medical services to the Patient in cases of:

a) detection during the Patient's examination of diseases or conditions in which the Contractor's specialists cannot perform medical interventions, in accordance with legal or licensing restrictions, as well as the Contractor's technical capabilities.

б) in case of violation by the Patient of the Contractor's recommendations on preparation for material delivery for laboratory tests, non-compliance of the Patient with the instructions and recommendations of the treating physician, if it does not endanger the life or health of the Patient.

In this case, the cost of the Services that were actually provided is non-refundable.

3.1.3. Provide at the request of the Patient all necessary documentation related to the subject of this Agreement. In special cases provided by the current legislation of Ukraine, limit the provision of medical information to the Patient.

3.1.4. Make changes to the price list, having by notified the Patient of such changes by posting information on the Contractor's website or in another available way.

3.1.5. Keep records of the types, amounts, cost of medical services provided to the Patient, as well as funds received from the Patient.

3.1.6. In case the Patient is more than 10 (ten) minutes late from the time assigned to the Patient to receive the service, the Contractor reserves the right to postpone the time of receiving the service.

3.1.7. In case of impossibility of fulfilling the obligations under this agreement, which arose due to the fault of the Patient, including violation of medical prescriptions, Contractor has the right to refuse the further provision of medical services to such a Patient.

3.2 The Patient has the right to:

3.2.1. Receive from the Contractor timely and qualitatively provided ordered medical services under this Agreement, the list of which is determined by the price list of the Contractor;

3.2.2. Get in an accessible form complete and reliable information about: the state of his health, the purpose of the proposed laboratory examinations/diagnostics and treatment measures, including the risk to life and health, possible complications that may occur as a result of medical interventions, etc.

3.2.3. Refuse to receive further services under this Agreement, with payment for the actually received services.

4. OBLIGATIONS OF THE PARTIES

4.1. The Contractor is obliged to:

4.1.1. Provide quality services, qualified and in accordance with the requirements and standards (norms) of the Ministry of Health of Ukraine.

- 4.1.2. Inform the Patient about the cost, purpose, timing of services, the effectiveness of selected methods (medical technologies), as well as possible risks and complications during and after their use.
- 4.1.3. Maintain absolute confidentiality regarding information: about the state of health, results of medical tests and examinations, intimate and family aspects of the Patient's life, etc.
- 4.1.4. To acquaint the Patient (his legal representatives) with medical information, as well as with documentation (medical card and other documents) in an accessible form.

4.2. The Patient is obliged to:

- 4.2.1. Provide the Contractor with true personal data (biographical and address), complete information about the state of his health or the person's whose interests he represents, existing diseases and past medical history, allergies, atypical reactions, etc., as well as information about marital status, bad habits, etc. which are entered in medical records.
- 4.2.2. Arrive in a timely manner at the appointed receptions and procedures, faithfully follow all prescriptions and recommendations of the treating physician and other medical personnel involved in the provision of medical care under this Agreement.
- 4.2.3. Pay for the services provided by the Contractor in full and within the period established by this Agreement.
- 4.2.4. Sign appropriate Informed Voluntary Consents for diagnosis, treatment and consent for surgery and anesthesia, which are drawn up in the form prescribed by the legislation of Ukraine before providing medical services, for the use of certain medical interventions (procedures), etc.
- 4.2.5. Agree with the treatment physician on the use of any therapeutic drugs, medicines, medicinal herbs, ointments, etc.
- 4.2.6. During the course of treatment, inform the treating physician about the occurrence of complications after medical interventions (procedures) or deterioration of health, etc.
- 4.2.7. Inform the Contractor in advance about the need to cancel or change the time assigned to him to receive medical services.
- 4.2.8. In case of ordering medical services for child or a person whose interests he represents, provide support to the child / person in the process of providing medical services, as well as proper and timely fulfillment of the Contractor's requirements that may affect the results of tests, treatment;
- 4.2.9. Immediately notify the Contractor of any disadvantages in the process of receiving medical services by the Patient, which are the subject of this Agreement. Otherwise, the Contractor is not responsible for the negative consequences that may occur as a result of failure to report / late notification of such deficiencies.

5. COST OF SERVICES. PROCEDURE AND TERMS OF PAYMENT

- 5.1. The total cost of services provided under this Agreement is determined in accordance with the price list of the Contractor in force at the time of provision of services and consists of the total cost of all services provided. Breakdown of the cost of services (separately for each item) is indicated in the **bill which is paid in full on the day of service**.
- 5.2. In case of unilateral refusal of the Patient from medical services by submitting a written application to the head of the Contractor, the amount for the actually provided medical services is deducted from the Patient. The remaining amount paid for medical services is returned to the Patient within 15 banking days.
- 5.3. If it is impossible to complete the treatment due to objective medical reasons, the Patient is reimbursed for the cost of medical services not yet provided. In this case, the execution of the relevant documents and refund is made by the Contractor within 15 banking days from the written request of the Patient or his authorized representative.
- 5.4. The Patient pays for services in hryvnias through the Contractor's cash desk, or by payment card (hryvnia or foreign currency) through the terminal or by bank transfer to the Contractor's account.
- 5.5. The Patient, who at the time of payment is not on the territory of Ukraine, pays for services in the currency of the 1st category by bank transfer to the account of the Contractor.
- 5.6. Services can be paid for both by the Patient and other stakeholders in the interests of the Patient (insurance, assistance companies, etc.). The Patient may be provided with a discount on the cost of services, the amount of which is determined in the manner prescribed by the Contractor.

5.7. The Contractor has the right to unilaterally review the prices for medical services provided under this agreement, and to introduce additional services according to new methods. The Patient undertakes to read the current price list of the Contractor before receiving the service. The order of the Patient's service confirms the fact of preliminary acquaintance with the list of the Contractor's services and the agreement on their cost.

5.8. In case of refusal to provide medical services in accordance with paragraph 3.1.7. of this agreement, the Contractor does not return to the Patient the cost of paid medical services.

5.9. Acceptance-transfer of provided medical services is carried out orally or at the request of the Patient by drawing up the Act of acceptance-transfer of provided medical services (hereinafter - the Act of acceptance-transfer), which is made by the Contractor in two copies and provided to the Patient for signing.

6. CONFIDENTIALITY

6.1. The Parties have agreed on the complete confidentiality of this Agreement, which provides for the confidentiality of the Contractor's personal information about the Patient, ensuring the confidentiality of medical information and other confidential information about the Patient (state of health, diagnosis, name and scope of medical activities, information on personal and family life, etc.), in accordance with the requirements of current legislation of Ukraine.

6.2. By concluding the Agreement, the Patient confirms that he is informed about personal data processed by the Contractor as a health care institution, the purpose of such processing, the rights as a subject of personal data in accordance with the legislation of Ukraine on personal data protection, and also gives consent to such processing and gives consent to the Contractor, to the disclosure of facts / information about the state of health, including data that is a medical secret in accordance with applicable law.

6.3. The Contractor undertakes to restrict access to confidential information of persons who do not have authority from the Patient themselves or in accordance with the provisions of applicable law.

6.4. The parties agreed on the open-ended time frame of the contractual terms regarding the disclosure of medical secrets and unauthorized access to confidential information, which is specified in paragraph 6.1. of this Agreement

7. RESPONSIBILITY AND SPECIAL OBLIGATIONS OF THE PARTIES

7.1. The Parties shall be liable for non-performance or improper performance of obligations under this Agreement in accordance with the current legislation of Ukraine and the terms of this Agreement.

7.2. The Contractor shall not be liable for any damage caused to the patient's health as a result of:

- a. non-appearance or late appearance of the Patient for scheduled visits or medical examinations;
- b. early unauthorized termination of the Patient's prescribed treatment (examination), use of medicine and medical devices of improper quality or those not prescribed by the Contractor's doctors; non-compliance by the Patient with the instructions and recommendations of medical specialists, treatment plan;
- c. failure to inform or untimely informing of the Patient in the anamnesis of medical history of essential information about his health, including the presence of allergic or other specific reactions to medicine, their individual intolerance, atypical construction of organs or systems, the presence of diseases, which pose a threat to others or medical staff;
- d. receiving medical care in other health care facilities;
- e. the development of diseases or pathologies not related to the provision of medical services under this Agreement.

7.3. The Contractor is released of liability if the occurrence of complications was not their fault (not related to the quality of medical services provided to the Patient by the Contractor).

7.4. The Parties shall not be liable for non-performance or improper performance of the terms of this Agreement in case of special circumstances due to objective reasons (natural disasters, lockdown, decisions of state bodies that suspend or limit the work of the Contractor, hostilities, mass disorders, strikes, riots and other illegal actions; technological factors (lack of electricity, equipment damage, accidents, fires, etc.) actions, omissions or acts of state

bodies which the Parties could not foresee and which prevent them from fulfilling their obligations under this Agreement.

7.5. A Party that is unable to perform its contractual relationship due to the circumstances specified in clause 7.4. of the Agreement must notify the other Party in writing and duly document this fact. The document issued by the Chamber of Commerce and Industry of Ukraine is sufficient proof of force majeure.

7.6. The Contractor is not responsible for possible and permissible complications related to the nature of medical interventions (procedures), features of the Patient's body, incurability of certain diseases or conditions, objective life circumstances or violations of medical prescriptions by the Patient. However, even in these circumstances, the Contractor may assume certain obligations for medical support and care of the patient.

7.7. By concluding this Agreement, the Patient confirms that he has provided the Contractor only with reliable and complete information necessary for the quality provision of medical services in accordance with this Agreement.

8. VALIDITY OF THE AGREEMENT

8.1. This Agreement is a public agreement (public offer) in accordance with the provisions of Art. 633 of the Civil Code of Ukraine, and contains all the essential conditions for the provision of medical services by the Contractor, specified in the price list. The conclusion of this Agreement with the Patient is done by joining the Patient to the terms of this Public Agreement at the time of application for medical services to the Contractor.

8.2. Acceptance of the terms of this Public Agreement (acceptance) is complete and unconditional and means the Patient's agreement with all terms of the Agreement without exception and addition, and indicates that the Patient understands the meaning of his actions, all terms of the Agreement are clear to him, the Patient is not affected by error, deception, violence, threats, and the like.

8.3. By verbally or in writing applying to the Contractor for medical services, the patient accepts (accepts) all the terms of this Agreement, and the date of the first application, with the consent of the Parties, is considered the date of conclusion of this Agreement. Additional evidence of the conclusion of this Agreement may be a written document drawn up by the Contractor and signed by the Patient (including, but not limited to, the Patient's Informed Voluntary Consent, etc.).

8.4. This Agreement enters into force on the date of its conclusion and is valid indefinitely.

8.5. The Parties agree that the conclusion of this Agreement, as well as any annexes to it, informed consent to the processing of personal data are carried out in electronic form by affixing an electronic signature by the Patient with a unique identifier on the sensor device and by entering the identifier code received by text message to the reported telephone number by the Patient.

The parties recognize the full legal force of the documents concluded in this way on a par with a copy signed in paper form.

8.6. The Contractor provides the Patient with access to the personal medical card in the Contractor's medical program at the time of signing (acceptance) of the public agreement.

8.7. The provisions of this Agreement on payment for medical services do not apply to cases of providing patients with medical services paid to the Contractor by Insurers in accordance with voluntary health insurance contracts (continuous health insurance) or by other third parties, in accordance with the terms of the relevant contracts.

8.8. The Contractor reserves the right to make changes to this agreement at any time. Amendments to this agreement are made by the Contractor unilaterally and published on the official website of the Contractor: www.medicover.ua. All changes made to the agreement will be available in the form of a new version of the agreement, at: www.medicover.ua. All amendments to the agreement come into force from the moment of their publication. By ordering the services of the Contractor, the Patient confirms their agreement with the new terms of the Agreement in the wording in force at the time of ordering the relevant services by the Patient.

8.9. In case of disagreement of the Patient with the changes and additions made to this Agreement, the Patient is obliged to terminate this Agreement within three days from the date of publication of such changes and additions on the Contractor's website, notifying the Contractor in writing. Failure to terminate this Agreement and continue to use the services indicates the acceptance (consent) of the Patient with the changes and additions to the Agreement.

8.10. This Agreement may be terminated in accordance with the procedure and in the manner prescribed by the legislation of Ukraine.

9. MISCELLANEOUS

9.1. Disputes between the Parties regarding the quality and correctness of treatment or examinations, use of medicines, disclosure (provision) of information, etc., shall be resolved through negotiations between the Parties, including if necessary, with the participation of the established medical council and with the involvement of relevant specialists. Pre-trial settlement of disputes is considered binding on the Parties to this Agreement. If it is impossible to resolve the dispute through negotiations within 30 (thirty) days, the dispute shall be considered in the relevant court at the location of the defendant.

9.2. All medical records of the Patient are the property of the Contractor. Issuance of medical card extracts, test results, certificates or other medical documents is carried out in accordance with the requirements of current legislation of Ukraine.

10.3. By signing (accepting) this Agreement, the Patient agrees and gives permission that the Contractor has the right to send them letters / messages by SMS-messages, e-mails according to the details provided by the patient related to the Agreement / commercial offers and advertising materials of the Contractor.

Otherwise, not provided for in this Agreement, the Parties shall be governed by the laws of Ukraine in force at the time of concluding the Agreement.

10. BANK DETAILS AND SIGNATURES OF THE PARTIES

CONTRACTOR:

Limited Liability Company «MEDICOVER UKRAINE»

Ukraine, 79057, Lviv, Antonovycha V. street, bld. 102

Code 37639909;

IBAN UA463510050000026003319664100 in JSC UKRSIBBANK

TIN 376399026540