**PUBLIC OFFER AGREEMENT**

**on the provision of medical services**

**LIMITED LIABILITY COMPANY "MAIMONIDES MEDICAL"** in the person of director Andonis Foos Arthur, acting on the basis of the Charter, from one Party (hereinafter the Contractor) and any natural person applying to the Contractor for medical services (hereinafter the "Patient"), who together hereinafter referred to as the Parties, and each individually as a Party, have entered into this Agreement on public offer for the provision of medical services (hereinafter referred to as the Agreement) on the following:

1. **General information**

1.1. According to Art. 633, 634, 641 of the Civil Code of Ukraine, this Agreement is a public offer containing all essential conditions for the provision of medical services by the Contractor and offers an unlimited number of individuals (patients) to receive medical services under the conditions specified in this Agreement.

1.2. The terms of this Agreement are set to be the same for all Patients, except for those to whom the legislation of Ukraine has provided relevant benefits if they exist.

1.3. If the consumer of the services is a minor, a minor or an incapacitated person, the legal representative of such a person acquires the rights and obligations provided for in the Contract for the Patient.

1.4. The executor confirms that he has all the necessary permits for carrying out business activities related to medical practice related to the execution of this Agreement, and bears responsibility in case of violation of the patient's rights in the process of execution of the Agreement and provision of services.

1.5. The contractor provides medical services on the basis of the License for medical practice issued by order of the Ministry of Health of Ukraine dated 10.11.2022 No. 2034 (Application dated 20.10.2022 No. 1725/22/M).

 1.6. List of permitted specialties of the Performer:

1.6.1. Medical: organization and management of health care, anesthesiology, hematology, pediatric anesthesiology, pediatric hematology, pediatric oncology, oncology, pediatrics, transfusiology, ultrasound diagnostics, surgery.

1.6.2. Specialties of junior specialists with medical education: nursing, radiology, nursing (operational).

1.7. Place of activity: 76018, Ivano-Frankivsk region, Ivano-Frankivsk, str. Hetman Mazepa, building 66A.

1.8. Information about the participants and management of the enterprise, license for medical practice, medical staff, certificates for medical devices and equipment, price list, current discount programs is open for review to all visitors and is placed in the "Consumer Folder". More advanced information. Patients can receive during consultations with doctors.

1.9. The contract is binding upon the Contractor upon its publication on the Contractor's website.

**2. Terms of the contract**

2.1. The Agreement is considered concluded without its further signing from the moment of the Patient's oral request for medical services or the performance of other actions provided for in the Agreement, which indicates the agreement to comply with the terms of the Agreement (informed consent to diagnosis and treatment, start of actual use of services, payment of the Contractor's bill, etc.), without signing a written copy by the parties.

2.2. The date of the Patient's first application to the Executor, by agreement of the Parties, is considered the date of conclusion of this Agreement. The patient is considered familiar with the Agreement at the time of concluding the Agreement.

2.3. Each Party warrants to the other Party that it has the necessary legal capacity, as well as all rights and powers necessary and sufficient to enter into and execute this Agreement in accordance with its terms.

2.4. By concluding the Agreement, the Patient automatically agrees to full and unconditional acceptance of the provisions of the Agreement and all possible annexes to the Agreement.

2.5. Before starting medical services, each Patient is obliged to familiarize himself with the terms of this Agreement and the tariffs for services, which are posted (published) on the official website of the Contractor and in the consumer's folder.

2.6. All terms of the contract set forth in this public offer are binding for the Parties. If the Patient does not agree with the terms of the Agreement, he has no right to enter into this Agreement.

2.7. The Contractor, upon the written request of the Patient, provides him with a written form of this Agreement certified by the signature of an authorized person of the Contractor.

**3. TERMS, CONCEPTS AND DEFINITIONS**

In this Agreement, the following terms, concepts and definitions are used in the following sense:

3.1. Medical service - specialist consultations, examinations, diagnostic examinations, medical manipulations, hygienic procedures and any other medical measures performed by the Contractor's medical workers in outpatient settings and aimed at ensuring diagnosis, prevention, treatment, rehabilitation of diseases, pathologies or pathologies.

3.2. A patient is a natural person who applied to the Contractor's medical facility to receive medical services. If the consumer of the services is a minor or an incapacitated person, the rights and obligations stipulated by this Agreement for the Patient are acquired by the legal representative of such a person.

3.3. The Medical Center (hereinafter referred to as the Institution) is a health care facility established by the Contractor and located at the address: 76018, Ivano-Frankivsk region, Ivano-Frankivsk city, str. Hetman Mazepa, building 66A.

3.4. The Contractor's website is a web page on the Internet at http://maimmc.com.ua/, which is the official source of informing Patients about the Contractor and the services provided to them.

3.5. A doctor is a doctor of the Contractor who provides medical services to the Patient in the Institution.

3.6. The service plan is a set of preventive, curative, diagnostic, rehabilitation measures, medical manipulations, etc., chosen verbally by the doctor for each patient separately and agreed with the Patient, necessary to achieve positive results in the treatment of the Patient’s disease, with an indication of the stages of treatment, a list of medical interventions, targeted treatment terms and the targeted cost of treatment in prices effective on the day of requesting the service.

3.7. Schedule of visits – a schedule of prescribed medical services, which defines the list of services, the calendar date and the exact time when the patient must appear at the Institution to receive such services, which is signed by the Patient and is mandatory for the latter to perform.

3.8. Informed consent - the patient's consent to medical intervention approved by the Ministry of Health of Ukraine, which is issued in writing, by signing and, if necessary, separately approved by the Executor of the form for a specific type of manipulation.

3.9. Rules – Rules for the stay and service of patients in the Institution, approved by the Contractor and binding on the Patient, with which the Patient must familiarize himself before concluding the contract.

**4. SUBJECT OF THE AGREEMENT**

4.1. The Contractor undertakes, upon the order and consent of the Patient, to provide the latter (or the person for whose benefit this contract is concluded) one or more paid medical services from the List of the Contractor's medical services aimed at improving the Patient's health and in accordance with the established diagnosis (hereinafter - services), and the Patient undertakes to accept and pay for the services under the conditions specified in this Agreement.

4.2. The scope, type, cost and terms of service provision are determined taking into account the Patient's health, medical indications, the Patient's wishes and the Contractor's technical capabilities.

4.3. Based on the initial examination of the Patient, the doctor establishes a preliminary diagnosis, determines methods and possible treatment options, treatment results and expected results, degree of risk and possible complications, and informs the Patient in detail.

4.4. Based on the results of the initial examination, the doctor establishes an action plan with the patient, which determines the scope of services agreed by the Parties and their preliminary cost. As a necessary condition for the performance of the Agreement, the Patient's agreement with the proposed service provision plan is certified by the Patient's actual consumption of the services.

4.5. The patient agrees that if it is necessary to conduct an additional examination or receive a consultation from a specialized medical specialist who is not available at the Contractor, he is obliged to undergo such examination or consultation within the time limits set by the Contractor, paying for the tariffs of the relevant medical institutions.

**5. PROCEDURE FOR PROVISION OF SERVICES**

5.1. Services are provided at the Institution in accordance with the Rules, using certified equipment and approved medical products and materials.

5.2. The doctor is appointed by the Executive in agreement with the Patient.

5.3. Services are provided in accordance with the informed voluntary consent of the patient for diagnosis, treatment, manipulation and analgesia, which is drawn up in the form established by the legislation of Ukraine and can be additionally drawn up in the form determined by the Contractor, before the provision of the first Service and before the provision of other services, the list of which is determined by the Contractor . The parties have agreed that the signing of informed consents is a necessary condition for the provision of services.

5.4. Patients are received from 8:00 a.m. to 8:00 p.m. from Monday to Friday, Saturday, Sunday weekend.

5.5. An appointment to the Institution is made in advance, a day or a few days before the desired visit.

5.6. Pre-registration is carried out using the following means of communication: by phone, messenger, e-mail, social networks, application form on the website or when the Patient applies in person. Provision of services without a prior appointment is possible only in the absence of a prior appointment at the moment of other patients. The date and time of providing each service is agreed upon by the Contractor and the Patient in oral or written form (by signing the schedule of visits).

5.7. The patient can get preliminary information about the list of services, their cost, payment procedure, etc. from the administrators of the Institution directly or by phone. The patient can choose the day and time of reception from the available free places in the record, which will be notified by the Institution's administrator.

5.8. If it is necessary to involve other specialists in the complex treatment, the doctor applies to the administrator of the Institution, who makes an appointment with the corresponding specialist, if he has free places in the appointment.

5.9. The secondary Patient is registered by the Institution's administrator in agreement with the doctor.

5.10. The date and time of provision of each service may be changed at the initiative of the Patient before the deadline for provision of such service.

5.11. In case of being late, the Patient must notify the Institution's administrator in advance. In case of lateness, which led to the elimination of the appointment schedule, another visit time is agreed with the Patient.

5.12. If the Patient does not show up for the appointment at the appointed time without warning or is late for more than 20 minutes, the appointment may be canceled.

5.13. The date and time of provision of each service may be changed at the initiative of the Contractor in the event of:

5.13.1. if the Patient's state of health before the start of the Service precludes its provision or significantly increases the risks of complications, threats to the Patient's life or health, or other serious or negative consequences;

5.13.2. the occurrence of force majeure circumstances that make it impossible for the Contractor to provide the Service.

5.14. In case of unforeseen absence of the doctor and other extraordinary circumstances, the administrator of the Center will notify the Patient at the first opportunity on the contact phone number specified by the Patient. At the same time, at the request of the Patient, the recording is postponed to another time convenient for him.

5.15. The doctor must guide the patient until the end of the treatment agreed with the patient.

5.16. It is forbidden to transfer the Patient from the doctor to other doctors of the Center without the consent of the head doctor and the doctor.

5.17. The patient has the right to request a replacement of the doctor at any stage of treatment and has the right to refuse treatment at the Institution altogether.

5.18. Medical intervention is carried out with the consent of their legal representatives for a Patient under the age of 14 (minor Patient), as well as a Patient recognized as incompetent in accordance with the procedure established by law.

5.19. In case of doubts about the Patient's legal capacity, the doctor must inform the Institution's management about this.

5.20. In the event of a conflict situation with the patient regarding the quality, order, term of treatment, making important changes to the previously agreed plan, stopping (terminating) treatment, as well as making demands for an immediate replacement of the doctor, the medical staff is obliged to adhere to medical ethics and prevent the development of the conflict, as well as to inform the Medical Director about it in writing (by memo).

5.21. In cases where the Patient does not comply with the doctor's medical orders (recommendations), violates the established regimen of treatment, medical procedures and interventions, prematurely stops the treatment, the doctor informs the Center's management of this in writing and makes a corresponding entry in the patient's medical card. In this case, the Center is not responsible for the Patient's state of health or the effectiveness of his treatment.

**6. RULES OF STAYING IN THE INSTITUTION**

6.1. A patient entering the Institution must take off his outer clothing and leave it in the wardrobe (in a suitable closet or on a hanger), leave large suitcases or packages in the closet, put on shoe covers, and clarify his record with the administrator.

6.2. The institution is not responsible for keeping money, valuables and clothes of patients (visitors).

6.3. A patient who is in the Institution must treat the staff and other patients with respect, not allow themselves to be rude and tactless. The Patient's behavior should not disturb the atmosphere of respect and benevolence.

6.4. Coordinating work when patients apply to the Institution is provided by the administrator, who performs the functions of distributing patients to doctors, provides background information.

6.5. When registering for all types of services, the Patient must approach the administrator, after which he can wait for the reception to begin in the waiting area in the hall of the Institution.

6.6. The time of the start of the doctor's appointment may occur with a short wait. This is due to the fact that all patients have different problems and pathologies, the duration of the appointment may exceed the expected period of time, and the start of the next appointment may be delayed.

6.7. It is prohibited in the Institution:

• go to medical facilities in outerwear or without shoe covers;

• enter doctors' offices without prior invitation;

• come to the doctor in a state of alcoholic or drug intoxication, under the influence of psychotropic substances;

• smoke, use alcoholic beverages, narcotics or other psychotropic substances;

• take food;

• show any form of aggression;

• violate the silence regime, in particular. when listening to music, watching TV programs, videos, while playing computer games, etc.;

• violate safety equipment, in particular. fire regulations;

• violate sanitary and epidemic norms, in particular. when using public places, litter in the premises of the Institution;

• violate norms of social morality and ethics;

• violate the requirements of the legislation regarding the confidentiality and privacy of information regarding other patients and visitors of the Institution;

• damage and appropriate the property, inventory and equipment (including medical and other documentation) of the Institution and other persons;

• conduct telephone conversations from office telephones (without the permission of the staff);

• engage in any type of trade or exchange;

• bring or bring animals, birds, weapons, sharp and cutting objects, alcohol, food, flowers with a strong smell, poisonous substances, chemical compounds and reagents to institutions.

6.8. The above restrictions apply to patients, persons accompanying patients and other visitors.

6.9. The Administrator of the Institution has the right to deny entry to the Institution to patients who violate the requirements of the internal regime of the medical institution, who have signs of intoxication or the effects of narcotic or psychotropic substances. If necessary, the administrator can call police officers to stop illegal actions of such patients.

6.10. In order not to disclose medical confidentiality, photo, audio and video recording is strictly prohibited in the premises of the Center.

**7. COST OF SERVICES AND CALCULATION PROCEDURE**

7.1. The prices for the services provided by the institutions are determined by the Price List, which the Patient is obliged to familiarize himself with before starting the provision of services. Prices and structure of the Price List are subject to change. The patient is informed about price changes on the eve of the doctor's appointment orally or when making an appointment.

7.2. The Patient pays for the Services in one of the following ways at the Patient's choice:

7.2.1. cash payment to the Executor's cash desk;

7.2.2. payment using a bank payment card using a payment device of the Performer's bank;

7.2.3. payment of the Contractor's bills by non-cash settlement.

7.3. Services are paid for by the Patient on the day of service provision - before service provision or immediately after its provision in the amount of the full cost of the provided service at a specific visit.

7.4. The patient has the right to pre-pay for the Services. The cost of services paid by the Patient as a prepayment cannot be revised by the Contractor in case of a change in service tariffs and is set in accordance with the tariffs effective on the day of payment. This rule applies in the event that more than three months have passed between the Patient's prepayment and the day the services are provided to him. Otherwise, recalculation for services is carried out according to the Contractor's tariffs, which are in effect at the time the Service is provided.

7.5. Non-cash settlement services are provided on the condition that the Patient makes a prepayment of 100% of the total cost of services. If the Services are provided in several visits, the Patient has the right to prepay for the services in installments in the amount of 100% of the cost of the Service, which will be provided in a specific visit.

7.6. If the sum of the cost of all components of prepaid services exceeds the amount of advance payment made by the Patient, the difference must be paid by the Patient no later than the day the Services end.

7.7. In the event of an upward discrepancy between the estimated cost of the Service (a part of the Service) and the amount billed to the Patient for a specific visit, the Patient must pay the bill no later than the next day after the Service (a part of the service) has been provided. In this case, the Patient must sign the Act of completed works with the list of services provided and the amount of the Patient's debt for the Services.7.8. Пацієнту може надаватись знижка на вартість Послуги, розмір якої визначається у порядку, встановленому Виконавцем.

7.9. If in the process of providing services there is a need to adjust them (providing additional services or changing the plan of providing services), then the final cost of the services will be adjusted accordingly. Such changes shall be agreed upon by the Parties prior to the provision of additional or changed services. The patient has the right to refuse the adjustment of services and continue to receive Services according to the previously agreed service plan. If such a refusal makes it impossible to continue providing services for medical reasons, the Contractor has the right to unilaterally terminate this Agreement, and the Patient is obliged to pay the cost of the services actually received. If the Patient does not object to the amendment of the Plan of provision of services, the provision of services shall continue in accordance with the new conditions.

7.10. In case of impossibility of providing services due to the Patient's non-appearance at the doctor's appointment, the Patient's refusal to receive further services, the Patient's violation of the provisions of this Agreement, the Institution shall return to the Patient the prepayment amount paid by him, minus the costs already incurred by the Institution for the Patient's medical care within three working days of the patient's application to institutions with a corresponding application.

7.11. If, due to the Contractor's fault, the Services are not provided in full, the cost of the services provided and paid for shall be reimbursed to the Patient within three working days from the moment of the Patient's application.

7.12. The patient does not have the right to refuse to pay for agreed and actually provided services.

7.13. The total cost of services under this Agreement is determined by the total cost of all services provided to the Patient.

7.14. As part of special discount programs, discounts may be provided to patients, the size and procedure of which is determined by the head of the enterprise. If the Patient has a discount card of the Institution, he must present it to the administrator or the cashier before depositing funds at the cash register, otherwise the difference in value is not subject to return.

7.15. The terms of this section on payment of services do not apply to cases of providing medical services to patients, which are paid for by insurers under health insurance contracts or by other third parties (charitable organizations).

7.16. Patients who are citizens of other countries or who have concluded a contract on voluntary health insurance are recommended to find out the possibility of paying for services with their insurance company before starting to receive medical and other services at the Institution. Insurance policy services are provided on the condition that the Institution has previously entered into an appropriate contract with the insured person's insurance company.

**8. PAYMENT PROCEDURE FOR SERVICES TO THIRD PARTIES**

8.1. Any Services under this Agreement may be paid for by a third party upon agreement between such a person and the Patient and subject to the conclusion of a separate agreement between the third party (payer) and the Contractor. Medical services paid by a third party, provided under the general conditions of this Agreement, taking into account the following special conditions:

8.1.1. Services under this Agreement are considered paid from the moment funds are received in the Contractor's cash register or in the current account of the Contractor specified in this Agreement, with the purpose of payment "For the provision of medical services to the Patient's last name, first name and patronymic (in full)".

8.1.2. Before ordering services paid for by a third party, the Patient must ensure that the third party signs the contract between the Contractor and the third party in the form provided by the Contractor and provide the signed contract to the Contractor.

8.1.3. In case of non-payment (incomplete payment) of services by a third party for any reason (refusal of a third party, refund at the request of a third party, etc.), the unfulfilled obligation to pay for services rests with the Patient. In this case, the Patient is obliged to pay for the services independently within 3 (three) calendar days from the moment of receipt of the Contractor's demand for payment of the services.

8.2. Services under medical insurance contracts are provided to patients in the event of prior conclusion by the Contractor of a corresponding contract on payment of services with an insurance company. The procedure for payment of services is established in the contract between the Contractor and the insurer.

**9. RIGHTS OF THE PARTIES**

9.1. The patient has the right:

9.1.1. Join this Agreement on the terms proposed by the Contractor.

9.1.2. Before ordering services, get complete information about the medical services provided by the Contractor.

9.1.3. Agree with the Contractor on the estimated cost of services.

9.1.4. Get services of appropriate quality.

9.1.5. Provide informed voluntary consent to medical intervention.

9.1.6. To receive reliable and complete information about the state of his health, including getting acquainted with the relevant medical documents regarding his health, which are kept by the Contractor.

9.1.7. To receive reliable and complete information about contraindications, possible complications and risks (including for life and health), prognosis of the possible development of the disease during the provision of services.

9.1.8. Choose a treatment method in accordance with the doctor's recommendations, if the doctor has determined several options for the treatment plan, having previously familiarized himself with the results of the examination, diagnosis, treatment methods, associated risks, advantages and disadvantages of different treatment plans, and possible complications.

9.1.9. Demand a replacement of the doctor (if the Contractor has other doctors with appropriate qualifications).

9.1.10. In the case of a change in the service plan and the preliminary estimated cost of services during the treatment process, the patient has the right to choose:

(A) agree to the new/additional Service Plan, agree to its cost;

(b) refuse the proposed changes and continue the treatment on the previously agreed terms;

(C) refuse the proposed changes and make calculations for the services actually provided.

9.1.11. On the secret of his state of health, the fact of seeking medical help, the diagnosis, as well as the information obtained during his medical examination.

9.1.12. Contact the Contractor with offers, statements, reviews, etc. regarding the services provided.

9.1.13. Refuse to receive the Service (a part of the Service) at any time, having previously paid all the fees actually provided at the time of refusal of the Service.

9.1.14. To compensate for the damage caused to health.

9.1.15. Appeal against illegal decisions and actions of employees, institutions and health care authorities.

9.2. The executor has the right to:

9.2.1. To make changes to this Agreement, as well as to the list of services, to change the price of each service before it is provided to the Patient.

9.2.2. Conduct promotions, provide discounts and additional benefits for services.

9.2.3. Receive payment for services provided in the manner provided for in this Agreement.

9.2.4. To process personal data and other information about the Patient in accordance with the requirements of the legislation of Ukraine on the protection of personal data.

9.2.5. If necessary, upon prior agreement with the Patient, make changes to the Service Plan.

9.2.6. Independently determine and appoint medical workers who will provide services to the Patient.

9.2.7. In the event of emergencies, unforeseen situations or complications during medical interventions, independently determine the scope of all necessary and possible measures to eliminate them.

9.2.8. To provide incomplete information about the patient's state of health, to limit his access to individual medical documents in the event that information about the patient's illness may worsen his state of health or damage the treatment process.

9.2.9. Make audio recording of telephone conversations with the Patient.

9.2.10. Conduct video surveillance in the premises of the Institution.

9.2.11. Take photo and/or video recording of the process of providing services and further use the depersonalized results of such recording for advertising, educational and other purposes that do not contradict the legislation of Ukraine.

9.2.12. Postponing the visit in the event of an unforeseen absence of the doctor or the opportunity to appoint another doctor for treatment with the consent of the Patient.

9.2.13. If the Patient is late, unilaterally change the term of the Services or cancel the provision of such services.

9.2.14. Refer the Patient to other specialized medical specialists, including to another health care institution, in order to clarify the diagnosis and choose the optimal treatment plan.

9.2.15. Do not start (or suspend) the provision of services in the following cases:

(A) the Patient's refusal to sign informed consents, fill out an anamnesis (health questionnaire);

(b) in the event of arrears to the Patient for payment of services (until such arrears are fully repaid);

(B) detection of a disease (pathology) in the Patient during the examination, the treatment of which is impossible in the Institution due to license restrictions, the qualification of medical personnel or technical equipment or when the patient refuses to treat such a pathology, if this makes it impossible to provide services according to the service provision plan;

(D) the Patient's stay in a state of alcoholic or drug intoxication or in another painful condition, which prevents the provision of quality services;

(E) lack of proper confirmation by the Patient of payment for services (in the case of non-cash payment)

(E) non-arrival of the Patient on the set date and time to receive the relevant services.

9.2.16. rejection

**10. OBLIGATIONS OF THE PARTIES**

10.1. The patient must:

10.1.1. Before concluding the Agreement, familiarize yourself with the Contractor's tariffs, the Rules for the stay of patients in the Institution.

10.1.2. Arrive at the Institution on time on the date and time of service provision.

10.1.3. In advance, not later than 24 hours before the appointed time of the visit, inform the Institution about the objective impossibility of appearing for an appointment with a doctor or for the prescribed procedures.

10.1.4. While staying on the territory of the Institution, strictly observe the Rules of the Performer.

10.1.5. Before starting the service, inform the doctor of the entire list of medicines used by the Patient, as well as about all known diseases, allergic or specific reactions to medicines and food products, and other important information about your health.

10.1.6. Provide true personal data and information for anamnesis, inform the doctor about the transferred or existing diseases in accordance with the provided questionnaire, about contacts with infectious patients.

10.1.7. Accurately and promptly carry out oral or written orders and recommendations of a doctor, including a doctor. dietary restrictions, adhere to the Service Plan, appear on time for scheduled additional examinations, control and preventive examinations.

10.1.8. Make an appointment on time to continue treatment, for planned, control, periodic and preventive examinations.

10.1.9. Provide originals or copies of documents containing information about your health, which are necessary for the provision of Services.

10.1.10. Notify the doctor about the improvement or deterioration of well-being, the appearance or disappearance of symptoms and other information about changes in the state of health during the treatment period.

10.1.11. Accept the provided Services of appropriate quality and sign the Acts.

10.1.12. To pay the cost of services in the manner and under the conditions specified in this Agreement.

10.1.13. To pay the cost of uncoordinated additional services that were provided by the Contractor in order to prevent negative consequences for the life or health of the Patient.

10.1.14. Sign the informed consent for diagnosis, treatment and analgesia, the Performer's questionnaire.

10.2. The executor is obliged to:

10.2.1. Conduct an initial examination of the Patient at a time agreed with the Patient to establish a preliminary diagnosis, the amount of necessary treatment (providing services), calculate the cost of treatment and inform the Patient about the results.

10.2.2. After the examination, provide the Patient with reliable and complete information in oral form: about the state of his health within the framework of the doctor's specialization, regarding possible options for treatment and prevention in a specific case; about medicines, materials to be used and their effectiveness; about contraindications, possible complications and temporary discomfort that may occur during or after treatment; about appointments and recommendations that the Patient will need to follow in order to maintain or achieve the expected result of medical measures.

10.2.3. It is recommended to draw up a treatment plan for the Patient, agreeing with him on a list of specific medical and/or preventive measures, determining the order and terms of their implementation, as well as the preliminary cost of the corresponding treatment or services.

10.2.4. If additional methods of examination are necessary to establish a final diagnosis, conduct them, and if there is no possibility for this, inform the Patient and refer him for examination to another health care institution or a specialized medical specialist.

10.2.5. Provide services of appropriate quality in accordance with the final diagnosis, service provision plan and cost calculation agreed by the Parties.

10.2.6. Provide the Patient with all necessary services.

10.2.7. Create proper and safe conditions for the Patient's stay in the Institution.

10.2.8. Provide the most painless and rational methods of treatment in accordance with medical indications.

10.2.9. Inform the Patient about circumstances that may arise and lead to an increase in the scope of services, about possible risks and complications that may arise during the provision of Services.

10.2.10. In the case of changes in the treatment process, agree with the Patient on an additional or new Service Plan and their estimated cost.

10.2.11. Provide the Patient with medical appointments and recommendations after providing the Service.

10.2.12. At the request of the Patient, provide information about the Contractor's mode of operation, conditions and procedure for providing services.

10.2.13. After the end of the treatment, at the request of the Patient, provide an extract from the medical card, copies of examination results, certificates, digital media as agreed, etc.

10.2.14. To observe the rules of medical ethics and deontology in relations with the Patient.

10.2.15. To observe the absolute confidentiality of information about the state of health, the results of medical examinations and reviews, the intimate and family side of the Patient's life.

10.2.16. Use medicines and medical products approved for use in Ukraine.

10.2.17. Maintain and store medical documentation and reporting in accordance with the requirements of Ukrainian legislation.

**11. QUALITY OF SERVICES**

11.1. Services are provided by medical workers of the Institution who have the necessary special education and meet the uniform qualification requirements in accordance with the legislation of Ukraine. Certain types of services may be provided by different medical specialists of the Contractor

11.2. Services are provided in accordance with clinical protocols and standards of medical care (medical standards) approved by the Ministry of Health, international treatment protocols and manuals for the use of medical devices, medicines.

11.3. The quality of services provided must meet the requirements of Ukrainian legislation.

11.4. Services must be safe for the patient's health.

11.5. Quality control of the provision of medical care is carried out in the cases, procedure and terms stipulated by the legislation of Ukraine

**12. PERSONAL DATA OF THE PATIENT**

12.1. Pursuant to the Law of Ukraine "On the Protection of Personal Data", the Contractor informs the Patient about the processing of his personal data during the execution of this Agreement.

12.2. The owner of personal data is the Contractor.

12.3. Personal data is collected for the purpose of health protection, establishment of a medical diagnosis to ensure treatment and provision of medical services (clause 6, part 2, article 7 of the Law of Ukraine "On the Protection of Personal Data").

12.4. Composition and content of personal data processed by the Contractor:

12.4.1. general data (including, but not limited to: surname, first name, patronymic, gender, date and place of birth, address of registration and place of residence, marital status, means of communication);

12.4.2. special data on a person's state of health (including, but not limited to: the fact of seeking medical help, medical information about the person, containing not only information about the state of health, but also medical history, proposed research and treatment measures, prognosis the possible development of the disease, the existence of a risk to life and health, information about the presence of a disability group, genetic data, etc.).

12.5. The patient has the following rights in the field of personal data protection:

12.5.1. know about the sources of collection, the location of their personal data, the purpose of their processing, the location or place of residence (residence) of the owner of the personal data;

12.5.2. receive information about the conditions for providing access to personal data, including information about third parties to whom personal data is transferred;

12.5.3. access to your personal data;

12.5.4. to receive no later than 30 calendar days from the date of receipt of the request, except in cases provided by law, an answer on whether his personal data is being processed, as well as to receive the content of such personal data;

12.5.5. present a motivated demand to the Contractor with an objection to the processing of his personal data;

12.5.6. make a reasoned demand for the change or destruction of your personal data by the Contractor, if these data are processed illegally or are unreliable;

12.5.7. to protect your personal data from illegal processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision of data, as well as protection from providing information that is unreliable or disgraces the honor, dignity and business reputation of a natural person ;

12.5.8. file complaints about the processing of your personal data to the Commissioner or to the court;

12.5.9. apply legal remedies in case of violation of the legislation on personal data protection;

12.5.10. know the mechanism of automatic processing of personal data;

12.5.11. to protect against an automated decision that has legal consequences for the patient.

12.6. Personal data of patients is stored in the form of card files and/or local electronic databases.

12.7. The Contractor undertakes to ensure the confidentiality and security of the Patient's personal data during their processing. The Contractor's employees process the Patient's personal data exclusively in connection with the performance of their professional duties and undertake not to allow the disclosure of personal data that was entrusted to them or became known in connection with the performance of professional, official and labor duties .

12.8. The executor may transfer personal data of patients to the Ivano-Frankivsk Regional State Health Department, prosecutor's office, law enforcement and judicial authorities, guardianship and guardianship authorities, MSEK, Social Insurance Fund, etc. exclusively to the extent necessary for the exercise of their powers.

12.9. Lawyers have the right to access personal data only of patients who are their clients, and only if these clients give their consent to such transfer. Personal information is transferred to other persons only with the consent of the patient or his legal representative (parent, guardian or custodian). For scientific and statistical purposes, anonymized personal data that does not allow identifying a person may be transferred.

12.10. Medical services under medical insurance contracts (with payment of such services at the expense of the insurer) are provided only under the condition of the Patient's consent to the distribution of personal data (including regarding the diagnosis, medical measures, etc.) of the relevant insurance company. The start of using the Contractor's Services under medical insurance contracts is evidence of the Patient's consent to the distribution of personal data of the relevant insurance company (its representative). If the Patient does not agree to the stated conditions regarding the distribution of personal data, medical services for voluntary health insurance cannot be provided by the Contractor.

12.11. When concluding this Agreement, the Patient consents to the use of the contact data provided by the Contractor for the purpose of informing the Patient, communicating with the Patient; to send messages of a medical, informational and/or advertising nature; sending messages, the text of which may contain personal and confidential information about the patient - upon written request.

**13. CONFIDENTIALITY**

13.1. According to this Agreement, the information about the fact of the Patient seeking medical help, the diagnosis, the list of services provided, as well as other information, which according to the current legislation is confidential information (information with limited access), is recognized as confidential.

13.2. The Contractor undertakes to maintain the confidentiality of information obtained during the performance of this Agreement.

13.3. The Contractor declares that the confidentiality obligations provided for in this section are of an indefinite nature and remain in effect after the expiration of this Agreement.

**14. PROCUREMENT OF DOCUMENTS FOR PATIENTS**

14.1. Medical documentation is created for each patient, the list of which is given below. When preparing medical documentation, information is collected about the general state of the Patient's health (past and current diseases), contraindications, specific reactions, peculiarities of the Patient's body and his personal data (passport data, place of residence, work, etc.), which are necessary to ensure operational communication connection with each patient.

14.2. When applying to the Institution at the request of a doctor, the Patient fills in and signs:

14.3. a questionnaire with the patient's personal data and medical anamnesis, where data on the state of health, intolerance of certain medicines are indicated;

14.4. informed voluntary consent for diagnosis, treatment and for surgery and anesthesia (form No. 003-6/u), which is a condition for starting the provision of medical services;

14.5. other consents for treatment in accordance with the type of treatment in the form established by the Center;

14.6. other documents determined by the Center as mandatory.

14.7. Each Patient is obliged to inform the doctor of reliable information about his state of health, otherwise the Institution will be relieved of legal responsibility for the occurrence of adverse situations during treatment or a decrease in its effectiveness.

14.8. If the Patient is not sure of the correctness of the answer when filling out questionnaires (other documentation) or answering the doctor's questions, he must inform the doctor about it.

14.9. A medical card is created for each patient, in which all the data of the diagnostic examination, additional examination methods, as well as the doctor's diagnosis and recommendations are recorded. The medical record is the property of the Institution and is kept throughout the observation and treatment, and then for 5 years. Patients are provided with a medical card for review upon request. Patients receive all examination data and advisory conclusions in the form of an extract from the medical record.

14.10. When issuing a medical card at the administrator's request, the Patient must present a passport or other identity document, as well as, if available, an insurance policy and a registration card.

14.11. The correspondence of the Patient's personal data in the absence of identity documents must be confirmed by the Patient's personal signature in the questionnaire. Refusal of a Patient who does not have a passport to confirm the veracity of his personal data in the questionnaire with a personal signature is grounds for refusal of further provision of medical services, except for cases where such refusal may threaten the Patient's life and health.

**15. RESPONSIBILITY OF THE PARTIES**

15.1. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations in accordance with the current legislation of Ukraine and this Agreement.

15.2. The patient is responsible for the reliability of the provided health information, compliance with the doctor's recommendations, and timely payment of the services provided.

15.3. The executor is responsible for:

– quality and security of services;

- non-performance or improper performance of official duties by the medical staff of the Institution;

- non-compliance with the requirements for diagnostic and treatment methods allowed on the territory of Ukraine in accordance with the current legislation of Ukraine.

15.4. The Contractor is not responsible for the Patient's expectations and is released from liability if the adverse circumstances were caused by extraordinary or urgent events under these conditions or if the Contractor proves that he has taken all measures dependent on him for the proper provision of medical services.

15.5. It is not an indicator of inadequate quality of services provided by the Contractor:

15.5.1. complications and other side effects of the intervention that arose as a result of the biological characteristics of the Patient's body and the probability of which the existing knowledge and technologies cannot completely exclude, if the Services are provided in compliance with all necessary actions and conditions provided for services of this type;

15.5.2. possible discomfort caused by the specificity of medical methods and is a consequence of the body's reaction to the physical and chemical effects of the drugs, which pass within a reasonable period of time and about which the Patient was informed in advance by the doctor;

15.5.3. complications that occurred after the provision of Services in case of gross non-observance (violation) by the Patient of the recommendations given by the doctor.

15.6. The Contractor is released from responsibility for the result of the services provided and for the damage caused to the Patient's health in the following cases:

15.6.1. the Patient's non-fulfillment of the doctor's appointments and recommendations, the Service Provision Plan;

15.6.2. non-appearance or late appearance of the Patient for scheduled appointments or control medical examinations;

15.6.3. refusal of the Patient to continue treatment/provide services;

15.6.4. non-reporting, untimely reporting by the Patient of essential information about his state of health (anamnesis), existing bad habits or reporting deliberately false information;

15.6.5. receiving medical care in other medical institutions or other medical specialists;

15.6.6. untimely notification by the patient to the doctor about the complications that have arisen.

15.6.7. use of medicines and medical products of inadequate quality or those not prescribed by the Contractor's doctors

15.6.8. occurrence of allergy or rejection of medical drugs or materials approved for use;

15.6.9. the development of diseases or pathologies related to the provision of services under this Agreement.

15.7. The patient is informed that modern medicine is not an exact science, so diagnosis and treatment cannot guarantee an accurate and positive effect. The patient is aware that due to the limited capabilities of modern medicine, the complexity of diagnosing and treating certain diseases, the peculiarities and uniqueness of each patient's organism, the Services offered by the Provider may not bring the expected result or even cause the deterioration of the patient's health, the occurrence of atypical reactions and complications not considered in the fields standards (protocols) and are not described in special literature.

**16. FORCE MAJEURE CIRCUMSTANCES**

16.1. The Parties are not responsible for untimely fulfillment of the terms of this Agreement in the event of force majeure circumstances (force majeure circumstances) that did not exist at the time of concluding the Agreement, arose without the will of the Parties and prevent the Parties from fulfilling their obligations under this Agreement.

16.2. The parties decided to classify as force majeure circumstances: catastrophes, natural disasters (storms, cyclones, hurricanes, floods, earthquakes, destruction due to lightning, other natural and climatic phenomena), man-made and anthropogenic disasters (explosions, fires, accidents). n.); technological factors (absence of electricity, interruptions in the supply of natural gas or drinking water, damage to equipment or equipment, etc.); circumstances of public life (war and hostilities, mass riots, strikes, blockades, riots, terrorist acts or acts and other illegal actions, anti-terrorist operations, illegal actions of third parties, epidemics, etc.); temporary incapacity of doctors or other medical personnel of the Executor of the Patient's serious illness, which objectively prevents him from fulfilling his obligations under the Agreement or is incompatible with the recommended Services, actions, inaction or acts of state authorities and local self-government aimed at terminating or stopping the implementation of actions under this Agreement and (or) interfere with the normal activity of the Parties, including changes to the regulatory and legislative framework governing the legal relations of the Parties within the framework of this Agreement, as well as other circumstances that the authorized institution recognizes as force majeure by providing the relevant certificate.

16.3. A party that cannot fulfill its contractual obligations due to force majeure must notify the other party as soon as possible, but no later than within 3 (three) calendar days from the moment of occurrence of such circumstances, as well as document the fact occurrence of such circumstances.

16.4. If force majeure occurred during the provision of services, the Contractor has the right to change the medical service to an alternative one or use other medical equipment, if the provision of this service cannot be postponed to another date.

16.5. If force majeure has been in effect for more than two consecutive months and shows no signs of termination, each Party has the right to refuse to fulfill its obligations under this Agreement by sending a written notification to the other Party. In this case, neither party will make a claim for damages.

**17. DISPUTE RESOLUTION PROCEDURE**

17.1. In the event of disputes or disagreements, the Parties undertake to resolve them through negotiations and consultations. The Ukrainian language version of the Agreement, which is posted at the address:

17.2. In the event that the Patient is dissatisfied with the quality of the medical services provided to him, the level of service and believes that his rights as a patient and consumer have been violated, he has the right to file a complaint with the administration of the Executor (chief physician or director), but do so before the spread of negativity in Internet and/or mass media.

17.3. Complaints made in writing are considered in accordance with the terms determined by the current legislation of Ukraine, with a response sent to the applicant by mail.

17.4. Oral complaints are considered at a personal appointment with the head doctor (by prior appointment on the relevant appointment days).

17.5. A Commission for Reviewing Patients' Complaints is created to consider complaints and appeals at the Institution.

17.6. In order to verify the information and claims of the Patient at his request or at the decision of the Executive's administration, a consilium is held to study accounting and legal documentation, to collect explanations from doctors, other medical personnel, administrators, etc.

17.7. For the objectivity of handling complaints and upon agreement with the Patient, the Executive's administration may invite specialists from other medical institutions (including foreign ones) to participate in the council to provide consultations and conclusions.

17.8. In order to verify the Patient's information and claims, a study of accounting and legal documentation, selection of explanations from doctors, administrators, etc. is usually carried out. The Center does not accept the Patient's claims, which are based on the personal opinions of specialists of other medical institutions without the involvement of such specialists in the consultation.

17.9. Based on the results of consideration of complaints and claims, a decision is issued, which must be communicated to the applicant.

17.10. In the event that the Parties fail to reach an agreement, disputes (contradictions) shall be resolved in court in accordance with the legislation of Ukraine.

**18. AMENDMENTS TO THE AGREEMENT**

18.1. Amendments to this Agreement are made by the Contractor unilaterally and are published on the Contractor's website and on paper in the Contractor's Institution - at the reception desk and/or in the consumer's folder. In the event of discrepancies between the terms of this Agreement, which are published on the Contractor's website and on paper at the Contractor's Institution, priority shall be given to the paper copy.

18.2. In case of changes to this Agreement (including in the case of changes in prices for Services), the Contractor is obliged to notify Patients 30 days before the expected date of implementation of changes and/or introduction of new prices by placing an announcement on the website and at the reception in the premises of institutions. Announcements about the introduction of new prices must also be posted in the Institution within a month from the beginning of their introduction.

18.3. If the Patient does not agree with the changes made to the Agreement, such Patient is obliged to terminate the Agreement within a week from the moment when he learned or could have learned about the changes. Continued use of the Services indicates the Patient's agreement with the changes made to the Agreement.

**19. TERM OF THE AGREEMENT AND OTHER TERMS**

19.1. This Agreement enters into force from the date of conclusion and is valid indefinitely, until its termination by any of the Parties in the manner established by the Agreement.

19.2. All terms of service provision during the implementation of the Service Plan are approximate and may change depending on the Patient's state of health and other objective or subjective circumstances.

19.3. This Agreement shall be terminated in the following cases:

19.3.1. by mutual consent of the Parties;

19.3.2. at the initiative of the Patient;

19.4. at the initiative of the Contractor in cases of violation by the Patient of the terms of this Agreement and (or) the Rules, provided that all necessary actions are taken to prevent any deterioration of the Patient's health in connection with such a refusal.

19.5. The parties unconditionally agree to consider the Patient's details to be the information provided by the Patient when filling out the relevant Contractor's questionnaires, which contain the Patient's personal data, or issuing a medical card.

19.6. The patient understands and agrees that all information posted on the Contractor's Internet resources is of an informational and advisory nature only and cannot be interpreted as medical information and as an indication for its application to the patient.

19.7. The rules for the stay and service of patients in the Institution, current tariffs for medical services are approved by the Contractor and placed on the website, as well as in the Consumer's Corner (folder) in the Institution and are made available for review at the first request of the Patient.

19.8. All documents related to the conclusion and execution of this Agreement are to be signed by the Patient, next to the signature the Patient must indicate his surname and initials in his own hand.

**20. DETAILS OF THE PERFORMER**

**"MAIMONIDES MEDICAL" Limited Liability Company,**

EDRPOU code 44311860

abbreviated name "MAIMONIDES MEDICAL" LLC

director Andonis Foos Arthur, acting on the basis of the Charter

Address:

St. Hetman Mazepa 66 A, Ivano-Frankivsk, Ukraine

Index: 76018

EDRPOU code:

44311860

Bank details:

Current account:

UA 593365030000026001300839104

in the Ivano-Frankivsk regional office of JSC "Oschadbank"

MFO 336503