

**Standard agreement form for the provision of paid medical services (assistance)
(drawn up in accordance with Articles 387, 389 of the Civil Code of the Republic of
Kazakhstan)**

This agreement for the provision of paid medical services (assistance) is a public agreement and an accession agreement that governs the relationship between the limited liability partnership “Medical Park”, operating on the basis of state license No. №13020241 is dated 26.12.2013, hereinafter referred to as the “Supplier”, and the client, hereinafter referred to as the “Customer”, on the other hand, collectively referred to as the “Parties”.

Carefully read the text of the public offer, and if you do not agree with any points of the agreement, you could refuse to purchase and do not use the Services provided by the Contractor. In accordance with Article 395 of the Civil Code of the Republic of Kazakhstan (hereinafter - the Civil Code of the Republic of Kazakhstan), this document is a public offer and if the conditions set out below are accepted, an individual pays for the Supplier's services in accordance with the terms of this Agreement. In accordance with paragraph 3 of Article 396 of the Civil Code of the Republic of Kazakhstan. Payment for Services by the Customer is an acceptance of the offer, which is considered equivalent to concluding a Contract on the terms set out in the offer.

1. Subject of the Agreement

1. The Supplier provides paid medical services (assistance) in accordance with the Supplier’s current price list.
2. The Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, makes payment to the Supplier for the medical services (assistance) provided, in the manner and within the time limits specified in this Agreement.
3. Acceptance of the offer and the fact of accession to this Agreement is the Application for Accession to the Agreement signed by the Customer.

2. Payment procedure

3. The Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, makes payment for medical services (assistance) of the Supplier for the medical services (assistance) actually provided, according to the invoice provided by the Supplier.

4. The Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, is allowed to advance the Supplier in the amount of no more eighty percent of the total amount of the Agreement at the moment of conclusion of the Agreement, payment of the remaining amount shall be made upon provision of an invoice, at the moment of completion of the service.

5. If, when providing paid medical services (assistance), it is necessary to provide additional medical services (assistance) on a reimbursable basis not provided for in the agreement, the Supplier, with the consent of the Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, shall adjust the amount of the agreement taking into account the actual volume of medical services (assistance) provided.

The additional amount and the payment procedure shall be agreed upon with the Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, and shall be drawn up in the form of an additional agreement to the agreement.

6. The Supplier shall issue to the Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, a document confirming the fact of payment, in accordance with the tax legislation of the Republic of Kazakhstan.

7. In the event of early termination of the service by a healthcare entity, the Supplier shall pay the Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, the difference between the paid amount and the actual amount of medical services (assistance) provided, except in cases of violation of the terms of the Agreement by the Customer.

3. Obligations of the Parties

8. The Supplier is obliged:

to ensure the provision of medical services (assistance) in accordance with clinical protocols for the diagnosis and treatment of diseases (in the absence of clinical protocols for these nosologies - in accordance with generally accepted approaches and the basis of evidence-based medicine for medical reasons);

to take all measures to ensure the maximum level of Customer satisfaction with the results of the provision of medical services (assistance);

to ensure the provision of medical services (assistance) without charging a fee if, when providing paid medical services, it is necessary to provide additional medical services for emergency indications to eliminate the threat to the patient's life in case of sudden acute diseases, conditions, exacerbations, chronic diseases in accordance with the Code;

to organize and pay for the provision of this service in another healthcare organization, if there are no conditions for the provision of the medical service (assistance) within the framework of the concluded Agreement;

to provide the Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, with an invoice in accordance with Article 412 of the Tax Code of the Republic of Kazakhstan, indicating the types and volume of medical services (assistance) provided, within the established time frame;

9. The Customer is obliged:

to comply with the rules established by the Supplier that determine the procedure and mode of operation;

to comply with the legislation of the Republic of Kazakhstan when receiving medical services (assistance) under the Agreement;

to inform the Supplier about the refusal to receive a medical service (assistance) or part of a medical service (assistance) one or more days before the date of provision of the medical service (assistance) established by the Agreement;

to make payment to the Supplier for medical services (assistance) provided, according to the terms specified in the Agreement.

4. Rights of the Parties

10. The Customer has the right:

to choose an attending doctor from among doctors providing paid medical services (assistance);
to carry out an examination of the quality of treatment provided and the validity of medical prescriptions in accordance with the order of the Minister of Health of the Republic of Kazakhstan dated December 3, 2020 No. KR DSM-230/2020 “On approval of the rules for organizing and conducting internal and external examinations of the quality of medical services (assistance)” (registered in the Register of State Registration of Legal Acts under No. 21727).

11. The Supplier has the right to terminate early the treatment if the Customer violates the rules established by this Agreement.

5. Responsibility of the Parties

12. The Supplier is responsible for any violations committed in the provision of paid medical services:

- 1) provision of medical services of inadequate volume and quality;
- 2) charging the Customer for services included in the guaranteed volume of free medical assistance and (or) the compulsory social health insurance system, in accordance with clause 2 of Article 424 of the Code of the Republic of Kazakhstan “On Administrative Offences”;
- 3) charging double fees for the provision of the same medical service (at the expense of the Customer and budgetary funds).

13. In case of non-fulfillment or improper fulfillment of the obligations provided for in this Agreement, the parties shall bear responsibility in accordance with the laws of the Republic of Kazakhstan.

14. The Customer shall be responsible for untimely reimbursement of costs to the Supplier for actually provided medical services (assistance).

15. In case of non-fulfillment or improper fulfillment by the Parties of their obligations under this Agreement, all disputes and disagreements shall be resolved in accordance with the current civil legislation of the Republic of Kazakhstan.

16. In case of violation of clauses 2, 3 of the Agreement for the provision of medical services (assistance) on the part of the Customer, the Supplier shall withhold a penalty in the amount of 0.1% of the amount of the Agreement for each day of delay.

6. Force majeure

17. The Parties shall not be responsible for non-fulfillment of the terms of the Agreement if it was the result of force majeure events.

18. The Supplier shall not be responsible for paying penalties or terminating the Agreement due to non-fulfillment of its terms if the delay in the execution of the Agreement is the result of force majeure events.

19. For the purposes of the agreement, “force majeure” means an event beyond the control of the Parties and of an unforeseen nature. Such events may include, but are not limited to: acts of war, natural disasters, and others.

20. In the event of force majeure events, the Supplier shall immediately, within one or more business days, send to the Customer or his/her representative by power of attorney, including a



representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, a written notification of such events and their reasons.

If no other written instructions are received from the Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, the Supplier shall continue to fulfill its obligations under the Agreement, to the extent practical, and shall seek alternative means of executing the Agreement that are not affected by force majeure events.

7. Amendment and termination of the Agreement

21. The terms of this Agreement may be amended and supplemented by written agreement of the parties.

22. The parties shall notify each other of their intention to terminate the Agreement early within three or more business days.

23. Termination of this Agreement shall be permitted by agreement of the Parties or by a court decision on the grounds provided for by the civil legislation of the Republic of Kazakhstan.

8. Final provisions

24. Neither party has the right to transfer its obligations under this Agreement to a third party without the written consent of the parties.

25. This Agreement shall come into force on the day it is signed by the parties and shall be valid until all obligations of the parties under this Agreement are fulfilled, with the exception of early termination of the Agreement.

26. This Agreement is drawn up in two copies having equal legal force, one copy is kept by the Customer or his/her representative by power of attorney, including a representative by proxy of persons in places of deprivation of liberty, certified by the heads of places of deprivation of liberty, a representative by proxy of persons in pre-trial detention centers, certified by the heads of pre-trial detention centers, the other copy is kept by the Supplier.

The Agreement can be concluded in paper and electronic form in accordance with the civil legislation of the Republic of Kazakhstan.

27. All controversial issues between the Customer and the Supplier related to the fulfillment of the terms of this Agreement shall be resolved in accordance with the civil legislation of the Republic of Kazakhstan.

28. In everything that is not provided for in this Agreement, the Parties are guided by the civil legislation of the Republic of Kazakhstan.