

## **Paid Medical Services** Agreement

105 B Rozybakiyev Street, Almaty city, "Medical Park" Medical Center (Drafted pursuant to the Articles 387, 389 of the RoK CC<sup>1</sup>)

(Standard Form)

Almaty city

This Paid Medical Services Agreement is the standard agreement and deed of adherence that shall regulate and guide the relations between Medical Park Limited Liability Partnership existing under the State License No. 13020241 dated December 26, 2013, hereinafter referred to as the "Medical Center" and the Patient, legal representative acting in the interests of the Patient, hereinafter referred to as the "Patient" on the other part, collectively hereinafter referred to as the "Parties".

#### 1. SUBJECT OF THE AGREEMENT

- 1.1. Pursuant to this Agreement, the Medical Center undertakes to render the refundable medical services to the Patient that comply with the requirements for diagnostics, prevention and medical treatment methods permitted for use within the Republic of Kazakhstan. Hereunder the Patient undertakes to pay for the cost of the provided medical services (hereinafter referred to as the "Services") in a timely manner, and to follow the requirements of the Medical Center which ensure the quality Services, including the timely reporting of the information required.
- 1.2. List and cost of the Services provided to the Patient shall be stipulated by the applicable Pricelist of the Medical Center. The Patient may be provided other services according to the medical indications and Patient's content. Cost of such other services shall be additionally agreed between the Medical Center and the Patient (or its legal representative).
- 1.3. In addition while implementing this Agreement the Parties shall be guided by the applicable legislation of the Republic of Kazakhstan that regulates provision of the paid public medical services by the health care providers.
- 1.4. The terms of this Agreement are common to all persons who have referred for medical assistance to the Medical Center. Terms and conditions hereof shall not be modified upon initiative of the Patient and shall be accepted unconditionally in the form presented in this document.
- 1.5. This Agreement is the Public Offer. Provisions of the Article 387 of the RoK CC (Standard Agreement) and Article 389 of the RoK CC (Deed of Adherence) shall be applicable to this Agreement. Terms and conditions hereof shall be uniform to all the Patients of the Medical Center.
- 1.6. Declaration of Accession to the Agreement signed by the Patient is the Offer acceptance and a fact of accession to this Agreement.

#### 2. **GENERAL CONDITIONS OF SERVICES**

- 2.1. The Services hereunder shall be rendered by the Medical Center in the premises of the Medical Center located at: 105 B Rozybakiyev Street, Almaty city, the Republic of Kazakhstan.
- The Medical Center shall render the Services hereunder on the days and working hours set by the Administration of the Medical Center. This information shall be communicated to the Patient by posting on the Reception information board.
- 2.3. The Services hereunder shall be rendered on a preliminary appointment basis. The Patient shall personally make a preliminary appointment to a visit through the CALL-Center of the Medical Center or by the telephone, fax and other communications. Telephone number of the CALL-Center is +7



- (727) 303-33-33, it is working from 08.00 to 20.00 hrs (Monday to Friday), from 09.00 to 17.00 hrs (Saturday and Sunday). In special cases, including the need for emergency care, the Services will be provided to the Patient without any preliminary appointment and/or on a priority basis.
- 2.4. The Patient may receive the Services subject to agreement through the CALL-Center of the Medical Center, as follows: "Doctor home visits", "Home service of the test blood sampling". These Services are rendered in Almaty city only, within Vostochnaya Ring Road Al-Farabi Ryskulova Yassaui and KazakhFilm microdistrict. Cost of Services shall be defined according to the existing valid Price List of the Medical Center.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. In implementing the Agreement, the Medical Center shall have the right to:
- 3.1.1. Individually appoint the Specialists those providing the Services to the Patient, appoint the use of certain medicines and materials, and involve the medical specialists at its own discretion, appoint the consultations schedule, procedures, schedule of the specialists, and the medical treatment methods, define a need for diagnostics, preventive and remedial measures;
- 3.1.2. Demand the Patient to implement the preventive and remedial measures plan, follow the Internal Regulations in the hospital unit where the Patient receives the medical treatment, and follow the medicines regimen, diet and other prescriptions;
- 3.1.3. Make the additional medical examinations and consultations, diagnostics, medical procedures, assessment of the Patient's psychophysical state by the involved specialist, and in the special medical institutions (when required) with the consent of the Patient;
- 3.1.4. Replace the medical doctor at its discretion, but considering the Patient's opinion;
- 3.1.5. Change the medical treatment plan, treatment methods, appoint the treatment duration, scope of examinations, procedures, surgical interventions as required for diagnosing, examining and providing the medical care, the need to transfer to another department based on the Patient's state of health in case of emergency condition threatening the Patient's life, without receiving the Patient's consent;
- 3.1.6. Make the additional medical procedures, health and preventive measures with the consent of the Patient;
- 3.1.7. Suspend for a period agreed by the Parties or stop the Services rendering, in case of contraindications for the Patient to stay in the hospital unit, as follows:
- (1) In case of acute or chronic inflammatory or virus infections, mental illnesses in the exacerbation phase, tuberculosis or other diseases requiring the urgent hospitalization of the Patient to the specialized healthcare facilities without the Patient's consent:
- (2) In case contraindications not detected or not reflected previously in the submitted medical records, or developed during the Patient's staying the hospital unit;
- (3) In case of impossibility to provide the further medical services to the Patient, and
- (4) If the Patient fails to pay for the services within the period defined in the Agreement.
- 3.1.8. Unilaterally terminate or suspend fulfilling the obligations hereunder, if the Patient fails to fulfill its obligations under the Agreement. In this case, the Medical Center shall reimburse the Patient the cost of un-rendered Services, in addition the Medical Center has the right to deduct 5% penalty of the total amount of the medical treatment provided as a compensation for forced downtime of the personnel and equipment of the Medical Center;
- 3.1.9. Inform the Patient (or its representative) about possibility of health complication during and after the medical treatment. The Patient shall sign a Form of voluntary informed consent to have the medical intervention:
- 3.1.10. Use the results, description of the medical treatment and other information as an example in publications in a specialized medical literature without specifying the Patient's personal details sufficient to identify the Patient;
- 3.1.11. If the Patient receives the inpatient treatment, the Medical Center has the right to discharge the Patient from hospital ahead of schedule, if the Patient violates the Internal Regulations in the hospital unit where the Patient receives the medical treatment;



- 3.1.12. Enter the Patient's personal data, and his/her diagnostics, diagnosis, provided medical treatment, and its results in the Medical Center database without receiving the Patient's special consent, and to keep these data in the periods provided by the current legislation;
- 3.1.13. Provide the information about the Patient listed in the previous subparagraph when requested by the agencies authorized to do so under the laws of the Republic of Kazakhstan.
- 3.2. The Medical Center undertakes to:
- 3.2.1. Render the Services in a timely and quality manner in accordance with the terms of this Agreement, once the Patient pays for the Services in the manner prescribed by the Section 4 hereof, and to provide documents confirming the payment;
- 3.2.2. Provide the information to the Patient in the prescribed manner, including the information about the place of Services, working hours of the Medical Center, access control arrangements of the Medical Center, list of the paid medical Services, including their cost, conditions of their rendering;
- 3.2.3. Use the prevention, diagnostics, medical treatment methods, health technologies, medicines, immunobiological medicines and disinfectants permitted for use in the Republic of Kazakhstan in the manner prescribed by law;
- 3.2.4. Provide a temporary (for an agreed period) staying of the Patient (when necessary) in the hospital (after-treatment) unit on the following conditions:
- (1) single ward,
- (2) double or triple ward,
- according to the current Pricelist of the Medical Center.
- 3.2.5. Provide three meals a day, bedding, sanitary-and-hygienic items to the Patient during the Patient's staying in the in-patient hospital (after-treatment) unit;
- 3.2.6. Keep the medical records and the Patient's records;
- 3.2.7. Inform the Patient about the therapeutic indications and recommendations to be followed to retain the achieved result of the medical treatment;
- 3.2.8. Involve the qualified medical personnel to provide the medical assistance to the Patient under the obligations hereunder;
- 3.2.9. Issue the medical report including the therapeutic indications personally to the Patient upon completion of the medical procedures, or a statement in case of in-patient treatment of the Patient in the hospital (after-treatment) presented in the prescribed form;
- 3.2.10. Keep records of the types, scopes, and costs of the Services provided to the Patient, and funds received from the Patient:
- 3.2.11. Maintain confidentiality of all information related to the Patient's well-being and health (medical secrecy).
- 3.3. The Patient shall have the right to:
- 3.3.1. Request the Medical Center to provide the information concerning availability of licenses and certificates, proper quality Services and information of calculating the cost of the Services rendered;
- 3.3.2. Receive the information of the prescribed medical treatment (after-treatment) program, and Services rendered:
- 3.3.3. Read the Services prices prior to the medical treatment;
- 3.3.4. Refuse from Services (prior to start using it) and recover the paid amount with compensation of direct expenses for preparing to the Services rendering to the Medical Center;
- 3.3.4. Choose the attending Physician (considering the Physician's consent);
- 3.3.5. Give an informed voluntary consent to the medical intervention. If the Patient is unable to express his/her will due to the health condition, but the medical intervention is urgent, such decision shall be made by the attending Physician (or the doctor on duty) for the interests of the Patient with the consent of his/her representatives or close relatives (if any). Refusal from the medical intervention with indication of possible consequences shall be documented in the medical records and signed by the Patient (his/her representatives or close relatives), as well as by the attending Physician (or the doctor on duty);
- 3.3.6. Have the respectful and humanist attitude from the medical and service personnel of the Medical Center:



- 3.3.7. Receive the available information of its health condition (in an accessible form), including information of the examination results, availability of the disease, diagnosis and prognosis, methods of the medical treatment, and the risk involved, possible medical intervention options, their consequences and results of the medical treatment;
- 3.3.8. Provide the complete and reliable information in a timely manner about the medical condition, unless it is undesirable for ethical reasons or may worsen the Patient's health;
- 3.3.9. Express the wishes concerning the scope and quality of the Services provided when the attending Physician prepares a medical treatment plan and program;
- 3.3.10. Have the right to relieve (control) the pain of the disease and (or) medical intervention in accessible ways and means;
- 3.3.11. Refuse from the Services in full or partially by submitting an application in writing;
- 3.3.12. Sign a voluntary informed consent to the medical intervention;
- 3.3.13. Request to conduct the gross conference or consultations of other specialists in the difficult cases:
- 3.3.14. Demand the confidentiality of information concerning a fact of referral for a medical assistance, diagnosis, medical condition, and medical treatment (medical secrecy) conducted, except for cases stipulated in this Agreement or described in the legislation of the Republic of Kazakhstan;
- 3.3.15. Have the right to directly review the medical records on the Patient's medical condition, and to receive the consultations from the other specialists based on such records. The Patient shall receive the records of its medical condition personally from the attending Physician or other medical personnel directly involved in the medical examination and treatment. Information on the medical condition of the Patient shall be submitted to the Patient's legal representatives, in case of persons under the age of legal competence and citizens recognized as legally incapable. Information on the medical condition cannot be given to the Patient against his/her will. In case of unfavorable prognosis in the disease development, such information shall be provided to the Patient or his/her spouse, one of close relatives (children, parents, adopted children, adoptive parents, blood brothers and sisters, grandchildren, grandparents) in a delicate form, unless the Patient forbids to inform them about this and (or) appoints other person to be informed.
- 3.4. The Patient undertakes to:
- 3.4.1. Pay for the Services in a timely manner in accordance with this Agreement and Rules of the Medical Center;
- 3.4.2. Accept the invoices for the Services rendered, independently maintain all the payment documents received from the Medical Center;
- 3.4.3. Duly implement the terms hereof and timely inform personnel of the Medical Center about any circumstances preventing the Patient implementing the terms and conditions hereof;
- 3.4.4. Follow all the medical advices, therapeutic indications, recommendations of the Specialists those rendering the Services under this Agreement, follow the Internal Regulations in the units of the Medical Center, the treatment and security regulations, safety and fire safety rules, access control arrangements of the Medical Center, and immediately report to the attending Physician (doctor on duty) in case of any changes in the medical condition;
- 3.4.5. Follow all the requirements of the Medical Center intended for proving the quality Services, including reporting of the necessary information and instructions;
- 3.4.6. Provide the attending Physician with the data of the preliminary examinations and consultations of specialists made out of the Medical center (if any), and to report all information and submit documents that describe the Patient's health condition (report the previous diseases and available allergic hypersensitivity and contraindications in writing, and other information as required for the quality Services and to prevent the deleterious consequences to the Patient's health);

If the Patient fails to provide the information above, or provides incomplete, incorrect, false information related to the Services, and other information which might affect the Services rendering, the Medical Center shall be released from any liability.

3.4.7. Review the procedure and conditions of Services rendering hereunder;



- 3.4.8. Not to make self-treatment during the validity term of this Agreement without consulting an attending Physician;
- 3.4.9. Immediately leave the occupied ward (cot), take away the personal belongings and return the property received from the Medical Center (in case of staying the in-patient hospital (after-treatment) unit, in case termination of this Agreement;
- 3.4.10. Compensate for damages caused to the Medical Center in full, in case of damage to property or causing of any other property damage;
- 3.4.11. Present the ID document (passport) in referring for Services and inform the Medical Center in the validity term of this Agreement about changes in the personal (passport) data.

#### 4. COST OF SERVICES AND PAYMENT PROCEDURE

- 4.1. Cost of Services shall be determined based on the Medical Center approved price list existing as of the date of Services. The Medical Center shall have the right to grant a discount to the cost of Services according to the approved Discounts Program for the Services of the Medical Center posted in the Reception and website of the Medical Center.
- 4.2. Unless otherwise agreed between the Medical Center and the Patient in order to provide the Services package as stipulated by this Agreement, the Patient shall pay an advance payment in the amount not less than 100% of the cost of Services to be provided. In case of hospitalization of the Patient in the in-patient hospital unit (residential rehabilitation unit), amount of the advance payment shall be determined at a rate of 100% of the cost of treatment in the in-patient hospital unit according to the Price List.
- 4.3. The Medical Center shall offer an individual treatment (after-treatment) program and its cost after examining the Patient and (or) diagnostic measures.
- 4.4. List and cost of the additional Services provided to the Patient shall be agreed based on the existing Medical Center approved Price List valid as of the date of Services. These Services are payable in the manner as prescribed by the Paragraph 4.2 of the Agreement. The Medical Center has the right to amend/modify the Price list, by making updates which become effective on the date of their approval and posting the Price list on the Information board of the Reception and website of the Medical Center.
- 4.5. Settlements between the Parties shall be made in KZ Tenge by paying cash to the cashier's office of the Medical Center or by bank transfer, by transferring money to the bank account of the Medical Center (including using the payment card).
- 4.6. The Patient shall individually cover the bank fee in transferring funds for the Services to the bank account of the Medical Center through the bank branches.
- 4.7. A date of cash payment to the cashier's office of the Medical Center or deduction of funds from the Patient's payment card (bank account) shall be deemed as a date of payment.
- 4.8. When required to provide the additional Services based on the results of medical examination and treatment not covered by the Price List, the cost of Services can be unilaterally determined by the Medical Center on an individual basis, subject to the adjusted diagnosis and additional treatment costs.

# 5. SPECIFICS OF PAYMENT IN CASE OF TREATMENT IN THE IN-PATIENT HOSPITAL (AFTERTREATMENT) UNIT

5.1. In case of treatment in the in-patient hospital (after-treatment) unit, preliminary order for the bed shall be paid on the date of such order. If the Patient refuses from the hospital admission or fails to appear in the hospital for admission, an amount of payment for three (3) days of medical treatment in the in-patient unit will be charged by the Medical Center from the advance payment in accordance with the current Price list. During the pre-order, the Medical Center has the right to refuse from admission to the hospital, by stating the objective reasons for such refusal. If the Patient refused from hospital admission or failed to inform the Medical Center of its related intentions three (3) calendar days prior to the planned admission, the Medical Center can use the pre-ordered bed at its discretion and has the right to refuse from admission without stating any reasons.



- 5.2. If the Patient stays in the Medical Center for more than two (2) calendar months, the Medical Center shall issue invoices for Services on a weekly basis in the prescribed form and submit these invoices to the Patient.
- 5.3. The Patient shall pay the invoice not later the date following the date of invoice issue.
- 5.4. In case of claims to invoices, the Patient shall pay that invoice according to the Paragraph 5.3 hereof and submit the objection in writing concerning the disputed amount to the Medical Center. If the Medical Center confirms such detected errors in the invoice, the disputed amount shall be included in further settlements of the Parties or paid to the Patient at his/her request.
- 5.5. Medical center has the right to revise the prices for Services provided under this Agreement, and to add the additional services of new means and methods of the medical treatment. In the working hours the Patient can individually review the information of changes in the Services cost, nursing care and cost of the additional medical services on the Information board on the first floor of the Medical Center or on website in the "Price list".
- 5.6. The final settlement for the Services rendered shall be paid on the date of the Patient's discharge from hospital. If the cost of Services rendered is less than amount of advance payments paid by the Patient, the balance of funds shall be refunded to the Patient. If the cost of Services exceeds the amount of the advance payments, the Patient shall pay the difference.
- 5.7. If the Medical Center cannot fulfill the obligations hereunder due to the fault of the Patient, including the Patient's violation of the medical instructions, established treatment and security regulations and others, the cost of Services shall be paid in full.

#### 6. LIABILITIES OF THE PARTIES

- 6.1. The Parties shall be liable for non-fulfillment or improper fulfillment of the obligations hereunder in the manner prescribed by this Agreement and applicable legislation.
- 6.2. The Medical Center shall not be liable for the quality of consumables and drugs individually purchased by the Patient, and for the effect of their use.
- 6.3. The Medical Center shall be liable for a failure to follow the requirements for methods of diagnostics, prevention and medical treatment permitted within the Republic of Kazakhstan.
- 6.4. The Medical Center has the right to unilaterally refuse from providing the further medical treatment to the Patient; the Medical Center shall be released from liability for the health complication occurred in case of the Patient's refusal from the offered medical treatment, additional examinations appointed by the specialists of the Medical Center.
- 6.5. The Medical Center shall not be liable for rendering Services in a partial or less scope as provided hereby, if the Patient provided incomplete information about his/her health condition in accordance with the Paragraph 3.4.6. of this Agreement, or caused by the medical indications, and in case specified in the Paragraphs 3.4.1., 3.4.5., 3.4.8. or Paragraphs 6.6., and 6.7. hereof.
- 6.6. The Medical Center shall not be liable in the following cases:
- (1) Expose the Patient's disease not mentioned by the Medical Center and/or its representative not considered by the medical specialist of the Medical Center in the appointment of the medical treatment and other procedures;
- (2) The Patient's failure to follow the regime and mandatory measures prescribed by a specialist of the Medical Center;
- (3) Occurrence of the Patient's allergic reactions and idiosyncrasy to the drugs and materials allowed for use;
- (4) In case of detection or occurrence of changes in the body (health) state not related to the Services rendering hereunder, but directly related to the effect of medicines to the Patient's body during the medical treatment or after it;
- (5) If the Patient insists on a particular method of medical treatment and agrees to assume liability confirmed by his/her signature;
- (6) Termination of the medical treatment on the initiative of the Patient.



- 6.7. The Medical Center shall not be liable for the quality of Services rendered to the Patient, and his/her physical and mental condition, in case of simultaneous treatment of the Patient in other medical or social institution.
- 6.8. If the Patient fails to pay for the provided Services within the period mentioned in the Sections 4 and 5 hereof, and in case as stipulated in the Paragraph 6.6.(6) of the Agreement, the Medical Center has the right to deduct the remaining part of the advance payment for repayment of the debt, or the calculated penalty (forfeit).
- 6.9. In case of insufficient amount of the advance payment for the Services rendered, the Medical Center has the right to request the Patient pay a missing part, recover the calculated penalty, and penalty in court.
- 6.10. If the Patient violates the payment terms as stipulated in the Sections 4 and 5 hereof, the Patient shall pay a fine to the Medical Center at a rate of 0.1% of the outstanding amount for each day of delay. Imposing forfeit penalty to the Patient shall not release the Patient from fulfilling its obligations under this Agreement, including the payment of the Services rendered.
- 6.11. The Parties shall be released from liability for partial or complete non-fulfillment or improper fulfillment of their obligations hereunder, if such non-fulfillment was caused by the acts of God or other force majeure (natural disasters, epidemics, hostilities, strikes, decisions made by the competent authorities, etc.) impeding fulfillment of their obligations hereunder. In this case, the Patient shall pay the Medical Center for the actually incurred costs and Services rendered under this Agreement.
- 6.12. Upon occurrence of circumstances listed in the Paragraph 6.11., the affected Party shall immediately notify the other Party, otherwise this Party will not be released from liability for the breach of the Agreement.

## 7. CONFIDENTIALITY

- 7.1. The Parties shall assume the mutual commitments for non-disclosure behavior in relation to the information received in implementation of this Agreement.
- 7.2. The Medical Center undertakes to keep confidentiality of the information regarding referral of the Patient for medical care, Patient's state of health, disease diagnosis, and other information obtained during the medical examination and treatment (medical secrecy).
- 7.3. In case of the Patient's consent or its legal representative in writing, the information which forms the medical secrecy can be disclosed to other citizens, including the officials for the purpose of medical examination and treatment of the Patient, scientific researches, their publication in the scientific periodicals, use in the educational process and other legal purposes.
- 7.4. Disclosure of the information which forms the medical secrecy without the consent of the Patient or its legal representative is permitted in cases established by the laws of the Republic of Kazakhstan.

# 8. SPECIAL PROVISIONS

- 8.1. Hereunder the Medical Center shall not provide the free or subsidized medicines, medical devices and patient-care items to the Patient.
- 8.2. Services of the Medical Center shall be paid based on the Price list existing as of the date of such Services.
- 8.3. The Patient shall confirm its awareness about the procedure and possibility of obtaining free medical assistance under the statutory medical assistance (SMA) provided by the legislation of the Republic of Kazakhstan in the public and other medical institutions, as well as the medical assistance provided by the mandatory medical insurance programs. The Patient agrees to receive the medical care (medical services) in the Medical Center on a paid basis only.
- 8.4. In rendering Services to the Patient, generally the Medical Center use their medicines, medical supplies, patient-care items, etc. only. Invoice for Services shall include the cost of medicines, medical supplies, patient-care items, etc.; it shall be paid by the Patient in the manner and on conditions listed in the Sections 4 and 5 of the Agreement.



### 9. TERM OF THE AGREEMENT. AGREEMENT AMENDMENT AND TERMINATION

- 9.1. This Agreement is concluded between the Medical Center and the Patient for a period of three (3) years.
- 9.2. This Agreement may be early terminated upon the mutual agreement of the Parties executed in the form of the agreement and signed by the Medical Center and the Patient. In case of expiry or early termination of the Agreement, the settlements shall be paid for the actually rendered Services as of the date of termination of the Agreement.
- 9.3. The Patient may unilaterally terminate this Agreement subject to forward a written notice to the Medical Center about such intention ten (10) calendar days prior to the intended date of termination. In this case, the Patient shall pay the Medical Center for actually incurred costs and Services rendered.
- 9.4. The Medical Center may unilaterally terminate this Agreement in the following cases:
- (1) Infringement of rules of staying in the in-patient hospital (after-treatment) unit by the Patient;
- (2) Contraindication to the Patient's staying in the Medical Center, including those for the reasons listed in the Paragraph 3.1.7. of the Agreement;
- (3) Partial or complete non-payment for Services within the period established hereby;
- (4) If the Medical Center cannot fulfill the obligations hereunder due to the fault of the Patient, or due to suspension (withdrawal) of license of the Medical Center, or for the reasons beyond the control of the Medical Center:
- (5) Infringement of the other obligations assumed by the Patient hereunder.
- In this case, the funds paid as a payment for the Services shall be refunded in the manner and on conditions listed in Paragraph 9.2. of the Agreement.
- 9.5. Termination of the Agreement shall not release the Patient from obligation of paying for the Services hereunder, and envisaged fines and penalties. Otherwise the Medical Center has the right to request the indebtedness recovery under the Agreement, fines and penalties in court.

### 10. MISCELLANEOUS

- 10.1. This Agreement shall be deemed concluded upon the date of signing the Declaration of Accession by the Patient and shall be valid for three (3) years from now.
- 10.2. The Parties have no right to assign its rights hereunder to the third parties without the written consent of the other Party.
- 10.3. All other provisions not regulated by this Agreement shall be governed by the legislation of the Republic of Kazakhstan.
- 10.4. If case of claims to the provided medical examination, specialists' consultations, medical treatment, and others (in the opinion of the Patient), the Patient shall report it to the attending Physician and/or the Chief of Department. All disputes and claims arising between the Parties under this Agreement shall be settled through negotiations between the Parties. If the Parties fail to settle a dispute through negotiation, the dispute shall be resolved in the court in accordance with the current legislation of the Republic of Kazakhstan at the location of the Medical Center.
- 10.5. By acceding to this Agreement, the Patient approves the Medical Center to the photographing, video recording and X-rays procedure during the Services for the purpose to ensure the quality control. In this case, the Medical Center shall guarantee to ensure the Patient's confidentiality and protection in accordance with the Law of the Republic of Kazakhstan No. 94-V dated May 21, 2013 "On Personal Data and their Protection".
- 10.6. By acceding to this Agreement, the Patient approves the Medical Center to collect, file, generate, store and process the Patient's personal data, including the automated processing methods, in accordance with the Law of the Republic of Kazakhstan "On Personal Data and their Protection", and inform the Patient about the Services of the Medical Center via telephone, postal, and e-mail communications.