

OFFER No. 1
ON CONCLUSION OF HEALTHCARE AGREEMENT
hereinafter referred to as the – «Offer»

I. GENERAL PROVISIONS OF THE OFFERING

In accordance with Article 437 of the Civil Code of the Russian Federation, the present document is a public offer of Joint Stock Company «European Medical Center» to conclude a healthcare agreement, hereinafter referred to as the - «Agreement».

Joint Stock Company «European Medical Center» represented by Director General of MC Yanovsky Andrey Vladimirovich acting on the basis of Articles of Association is making an offer to any natural person to conclude a healthcare agreement under the terms specified in the Offer, section II.

Duration of the Offer: from June 21st, 2022 until official withdrawal or approval of a new version of the Offer.

Acceptance of the Offer: shall be done by submitting a Customer Statement in a due form (Customer Statement sample is placed on official websites of medical centers of the Clinic and on information stands in medical centers of the Clinic) by a natural person willing to conclude a healthcare agreement in any medical center of the Clinic, after familiarization with the Offer, Clinic's Price-list, mode of operation and Internal Rules of Conduct for Patients, their Accompanying Persons and other Visitors of EMC JSC (Including the Procedure of Acquaintance with the Patient's Health Information, and Personal Reception of Citizens).

Medical centers of the Clinic, in which the Offer is applicable (availability of specific medical services in each medical center depends on the valid license for medical activities):

- 5/1 Spiridonievsky per., Moscow, Russia, 123104
- 7 Orlovsky per., Moscow, Russia, 129110
- 35 Schepkina str., Moscow, Russia, 129090;
- 26 Trifonovskaya str., Moscow, Russia, 129272
- 15 bldg.1 Pravdy str., Moscow, Russia, 125040
- 26 bldg. 2, Durova str., Moscow, Russia, 129090
- 24 bldg. 3, Durova str., Moscow, Russia, 129090
- 24 bldg. 4, Durova str., Moscow, Russia, 129090
- 24 bldg. 6, Durova str., Moscow, Russia, 129090
- 187 Rublevo-Uspenskoe hwy., Zhukovka vil., Odintsovsky dist., Moscow reg., Russia, 143082

The most up-to-date version of the Offer is published on the web-site of EMC (EN): <https://www.emcmos.ru/en/for-patients>

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II. TERMS OF THE AGREEMENT CONCLUDED PURSUANT TO THE OFFER

TERMS AND DEFINITIONS IN THE AGREEMENT

«**Unscheduled hospitalization**» – medical aid provided in the conditions ensuring day-and-night medical supervision and treatment (in hospital) in case of sudden acute diseases and conditions;

«**Customer**» – natural person intending to order (purchase) or ordering (purchasing) paid healthcare services in favor of the Patient pursuant to the Agreement.

«**Clinic**» – Joint Stock Company «European Medical Center», legal address: 35, Schepkina ul., Moscow, Russia, 129090, OGRN: 1027739031418, TIN: 7710025517, CRR: 770301001, registered by Office of state Moscow registry house, entered into USRLE of IIMTL of Russia No. 39 in Moscow city, certificate of entry in the Unified State Register of Legal Entities about the legal entity registered before July 01, 2002, on blank series 77 number 007866897 dated 31.07.2002, having a license for medical activities No. ЛЮ41-01137-77/00367630 dd. November 26th 2020, issued by the Department of Health of Moscow city (located on the following address: 127006, Moscow, Oruzheyniy lane, 43, telephone: (495) 777-77-77).

«**Medical organization**» - has a meaning as specified in the Federal Law dated 21.11.2011 No. 323-FZ «On Basics of Health Protection of the Citizens in the Russian Federation.

«**Urgent medical treatment**» – medical services rendered in cases of sudden acute diseases and conditions, exacerbation of chronic diseases which endanger the patient's life.

«**Patient**» – natural person intending to receive or receiving paid healthcare services personally pursuant to the Agreement. The Patient is determined by the Customer in the Customer Statement.

«**Preauthorization**» - guarantee of payment of debt in several steps: freezing of funds on the account of the bank card holder and write-off of such kind of funds from the bank card (full withdraw, not full withdraw, unblocking of funds).

«**Planned hospitalization**» - medical aid provided in the conditions ensuring day-and-night medical supervision and treatment (in hospital) in the course of preventive measures, in case of diseases and conditions that impose no threat on the patient's life, require no urgent and emergency aid, and deferral of which for a certain period will not result in aggravation of the patient's condition that may threaten his life and health.

«**Loyal program**» - system of discounts and bonuses, which is published on the web-site of the Clinic: <https://www.emcmos.ru/programma-privilegiy-emc>.

«**Clinic's Services**» - a set of the online services allowing the Patient to interact far off with Clinic by means of the Personal account (the section of the website of Clinic available to the Patient after expression of intention to get access to the Personal account and consent with special conditions of interaction through Services of Clinic and also receiving a PIN code (password) and user name (login).

«**Center of medical rehabilitation**» - is the medical center of the Clinic located at the address: 187 Rublevo-Uspenskoe hwy., Zhukovka vil., Odintsovsky dist., Moscow reg., Russia, 143082.

«**Electronic payment instrument**» - instrument and/or method providing the Customer with the possibility to sign, certify and transmit orders for the purpose of money transfer within the applicable forms of non-cash payments using information and communication technologies, electronic media, including payment cards, as well as other technical devices.

«**Internal Rules of Conduct**» - Internal Rules of Conduct for Patients, their Accompanying Persons and other Visitors of EMC JSC (Including the Procedure of Acquaintance with the Patient's Health Information, and Personal Reception of Citizens).

1. SUBJECT MATTER OF THE AGREEMENT

- 1.1. Under the Agreement, the Customer entrusts the Clinic with the provision of healthcare and related services according to the terms of settlement stipulated herein, including, but not limited to:
 - outpatient medical aid, including: services of a general practitioner and medical specialists, performance of diagnostic (including instrumental, radiologic, ultrasound) and laboratory examinations, various medical manipulations;
 - emergency care in outpatient and hospital setting (24 hours a day, 7 days a week);
 - doctor home visit (day and night, within territorial borders of Moscow and Moscow Region);
 - hospital medical aid with hospitalization in the Clinic (or other medical establishment), including, but not limited to, in case of necessity: consultations of various specialists, performance of various medical manipulations, test sampling, calling of a council of doctors, other medical services under the valid license of the Clinic;
 - transportation of patients,and the Customer undertakes to timely pay for the healthcare services rendered to the Patient.
- 1.2. The Clinic guarantees that healthcare services rendered hereunder meet the requirements to diagnostic, prevention and treatment techniques, permitted in the Russian Federation, and are based on the license issued by an authorized governmental body. Types of Clinic activities are listed in license for medical activities.
- 1.3. By way of acceptance of the Offer, the Customer and the Patient hereby confirms:
 - that they have read and acknowledge I Internal Rules of Conduct and Statute of warranty period after provision of medical services.
 - the Customer gives a consent for recharging the money deposited by him to the account of Clinic for payment of the medical and non-medical services rendered to the Patient in Clinic and also on redistribution of money for fee with the VAT or without the VAT in the amount of 20%.
 - that in a situation when the Customer and the Patient are different persons, advance consent for Medical services to be provided to the Patient – is presumed.
 - notified that failure to comply with the instructions (recommendations) of the Clinic (medical personnel providing paid medical services), including the prescribed treatment, may degrade the quality of the paid medical service provided, result in the impossibility of its completion on time or adversely affect the health of the Patient;
 - The Agreement does not violate their rights and legitimate interests and is not contrary to the law.
- 1.4. It is presumed, that the Patient's and the Customer's actions regarding to provision of the medical services under the Agreement is synchronized. The Clinic won't bear responsibility in a case desynchronization of the Customer's and the Patient's will expression.

2. RIGHTS AND LIABILITIES OF THE PARTIES

- 2.1. In the course of rendering healthcare services, the Clinic undertakes to:
 - use prevention, diagnostic and treatment techniques and medical technologies permitted by the current legislation of the Russian Federation;
 - to present the Patient upon request of the Patient or Patient's legal representative with intelligible information about state of Patient's health, including information about the results of examination, diagnosis, methods of treatment and associated risks, possible methods and consequences of medical intervention, expected results of treatment, drugs and medical equipment used during provision of services including expiration date (warranty period), indications (counter indications) for usage, information about terms of medical treatment, qualification and certification of specialists;
 - provide the Patient with information, including data on the location of the Clinic, mode of operation, list of paid medical services and their price, conditions of rendering and receiving these services, data about valid license for medical activity, qualification and certification of specialists;
 - present the Patient upon request of the Patient or Patient's legal representative with intelligible information about state of Patient's health, including information about the results of examination, diagnosis, methods of treatment and associated risks, possible methods and consequences of medical intervention, expected results of treatment, drugs and medical equipment used during provision of services including expiration date (warranty period), indications (counter indications) for usage, information about terms of medical treatment, qualification and certification of specialists;
 - provide medical services within the terms specified herein; carry out medical activities in accordance with the legislative and other laws and regulations in the Russian Federation, including procedures and standards of medical aid;
 - provide documents required for obtaining of social tax deductions under p. 3 s. 1 art. 219 of the Tax Code of the Russian Federation upon the request;
 - keep medical secrecy and observe the confidentiality clause regarding personal data (including, but non-exclusively: biometric data) of the Patient and the Customer;
 - provide copies of medical documents upon request of the Patient or persons empowered by the Patient;
 - inform the Customer and the Patient in intelligible form of the possible receipt of relevant types and amounts of gratuitous medical treatment according to program of state guarantees of gratuitous medical treatment to the citizens and territorial program of state guarantees of gratuitous medical treatment to the citizens;
 - process personal data of the Patient and the Customer in accordance with Federal law dd.27.07.2006 No.152-FZ "On personal data".
 - in a case of receiving of written consent of the Patient (or his legal representative) to provide his personal data to the third parties (including legal entities) for the purposes stipulated in the Customer's or Patient's statement;
 - provide to the Customer the estimate for medical services under his written request.
- 2.2. When receiving medical aid, the Patient undertakes to:
 - provide the Clinic's specialists (attending doctor) with detailed information about the state of his health, health of close relatives, hereditary diseases, past and present diseases, harmful habits, harmful and dangerous work conditions, allergic reactions, other known peculiarities of the body that may affect therapy and its efficacy, and about diseases that may endanger other people, if the Patient is aware of having such diseases;
 - immediately inform about all adverse symptoms in his health condition;
 - observe the attending doctor's orders, regime of treatment, Internal Rules of Conduct and laws and regulations of the Russian Federation, to regularly perform personal sanitation and hygienic procedures aimed at health support and maintenance of sanitation and epidemiology regime of the Clinic;
 - carry an identification documents to every visit, and produce it on demand of the administration, attending doctor, security service of the Clinic, and provide a copy of identification document to the Clinic's staff for making of the necessary medical documentation;
 - treat the Clinic's property with care;
 - give consent to processing of personal data (including, but non-exclusively: biometric data) to the Clinic and its authorized persons;
 - give voluntary informed consent for rendering of medical services by the Clinic;
 - prepare for medical examinations, manipulations and procedures in accordance with recommendations of attending doctor and rules indicated in voluntary informed consent for rendering of medical services signed by the Patient;
 - pay for medical services rendered by the Clinic in accordance with the Agreement;
 - read and acknowledge Price List of the Clinic;
 - comply with the terms of the loyal program (program of privileges) of the Clinic and do not abuse it.
- 2.3. When executing the Agreement, the Customer shall:
 - Timely pay for the services rendered to the Patient hereunder;
 - The Customer gives his consent to processing of the personal data (including, but non-exclusively: biometric data), obtained by the Clinic within the scope of the Agreement, for the purposes of execution of the Parties' obligations hereunder, and their provision to the Patient for the purposes of meeting the requirements of the current legislation, and to third persons authorized by the Clinic to process personal data due to technical need and solely for medical purposes;
 - To inform the Clinic of the change of the Customer's personal data indicated in the Agreement within 10 (ten) business days from the date of such change;

- To comply with the Internal Rules of Conduct;
 - in cases when the insurance company of the Patient, refuses for any reasons or is not able to pay bills for the medical services rendered to such Patient because of Customer's financial standing, the Customer undertakes to pay such bills by his own forces.
- 2.4. When receiving healthcare services, the Patient is entitled to:
- Obtain qualified healthcare services (medical aid);
 - Choose the attending doctor from the medical staff of the Clinic;
 - Refuse medical aid at any time. The Customer shall then pay for the services actually rendered to the Patient;
 - Obtain information about his health in an accessible form, including examination results, present diseases, his diagnosis and forecast, treatment methods, associated risks, possible variants of medical intervention, their consequences and results completed of treatment;
 - The Patient may refuse medical intervention. In cases when the Patient's condition makes him unable to express his will, and medical intervention is urgent, the question of implementation of such intervention for the Patient's benefit shall be resolved by council of doctors, and in special cases – by the attending (duty) doctor. Refusal of medical intervention with indication of the possible consequences shall be registered in medical documentation and signed by the Patient or his authorized representative, as well as the doctor;
 - Obtain information on qualification and certification of the Clinic's specialists.
- 2.5. When rendering healthcare services, the Clinic is entitled to:
- Determine the duration of treatment, amount of medical services, need of transferring to departments with other profile according to the Patient's condition;
 - In case of urgent life-threatening conditions – to determine the amount of examinations, manipulations and surgical interventions required for diagnosing, checkup and provision of medical aid;
 - Receive funds from third party for execution of the Customer's obligations, unless the Customer notifies the Clinic of the contrary;
 - In a case when the Patient is late on the pre-appointment visit for 10 minutes and more – the Clinic has a right to render medical services to the following Patient and suggest the Patient which showed up late to wait for his turn, or such patient will be purposed to have an appointment with another doctor with such specialization, and in case if it is not possible – Clinic will purpose to patient to make an appointment at another date and time\$
 - In order to maintain the loyalty of Patients and Customers, implement loyalty programs (privilege programs) to stimulate the interest for usage of Clinic's services;
 - To provide an option to pay off rendered services with the Customer's biometric data;
 - Determine with help of thermometrical devices the temperature of the visitors inside the Clinic's facilities;
 - Manage CCTV in order to ensure the safety of the visitors inside the Clinic's facilities, including, but not exclusively in the Patient's room.
- 2.6. By way of acceptance of the Offer, the Customer hereby confirms that he/she was made aware that healthcare services may be provided by other medical organizations free of charge within program of state guarantees of the Russian Federation of free medical care for citizens and territorial programs of state guarantees of free medical care for citizens.

3. PROCEDURE OF RENDERING HEALTHCARE SERVICES

- 3.1. Healthcare services are rendered pursuant to the procedures of providing medical aid, and based on the standards of medical aid valid in the Russian Federation, or if the Patient so requests – in the form of separate consultations or medical interventions, including in the amount exceeding that of medical aid standard valid in the Russian Federation.
- The amount and nature of medical services is established based on provisional diagnosis and Patient's wishes, if they are not in conflict with common treatment practice. In the course of implementation, the amount and nature of healthcare services may be adjusted by the Clinic's specialists. If necessary, the Parties may agree upon cost estimate for medical services (medical cost estimates).
- The Clinic shall have the right to send the estimate for medical services to the Customer's e-mail specified in the Customer's Statement, Patient's Statement or Patient's questionnaire. If the Customer does not submit an objection to the submitted estimate for the provision of medical services by a response letter within 1 (one) calendar day from the moment the estimate for the provision of medical services is sent to the Customer, such estimate shall be considered accepted by the Customer in full.
- The cost estimate for medical services is case-insensitive and is based on a statistical analysis of typical costs at a given estimated diagnosis. For medical reasons, the attending physician may be assigned additional research, manipulation. The final account may differ from the cost estimate.
- 3.2. The term of provision of healthcare services is determined on the basis of preventive, diagnostic and treatment measures stipulated by normative documents with regard to the Clinic's work pattern. Outpatient medical aid shall be provided by the Clinic on the day of visit unless otherwise stipulated in procedures and standards of providing medical aid, and on condition of availability of the doctor chosen by the Patient. Hospital medical aid shall be provided during hospitalization.
- 3.3. Medical intervention shall be performed on condition that signed voluntary informed consent was obtained from the Patient or his authorized representative in compliance with the requirements of the effective legislation unless otherwise provided for by legislation of the Russian Federation.
- 3.4. The Clinic is entitled to involve other medical organizations possessing licenses for medical activities and compliant with other requirements of the effective legislation in order to provide healthcare services hereunder. In such case the Clinic coordinates activities of the involved organizations, and provides information on treatment progress, Patient's health state and other conditions of medical aid to the Patient and persons authorized by him.
- 3.5. The parties agree that in case of hospitalization of the Patient - during all hospitalization period the Clinic have a right to send to the Customer's e-mail specification on the rendered services during such hospitalization. If the Clinic won't receive from the Customer claims concerning such medical services within 10 days from the date of the sending by e-mail with specification of the rendered services, such services are deemed accepted by the Customer.
- 3.6. Examination/provision of services to child aged up to 14 years (includingly) is made by the Clinic only with presence of the parent, other legal representative, the representative under Clinic's form.

4. PROCEDURE OF MUTUAL SETTLEMENTS FOR HEALTHCARE SERVICES RENDERED

- 4.1. The list and price of medical services provides by the Clinic is indicated on the Price List, valid on the date of provision of a medical service. Prices on the Price List are shown in conventional units (1 conventional unit shall be equal to 1 euro unless otherwise agreed upon by the Parties), all settlements under this Agreement shall be done in rubles equivalent at the internal rate of the Clinic (internal rate shall be equal to rate established by Russian Central Bank unless otherwise agreed upon by the Parties) indicated on the Price List. Payments hereunder shall be made by the Customer at the internal exchange rate of the Clinic established on the payment date. The Clinic is entitled to have different Price Lists in each medical center. Price List posted on the official website of the Clinic, contains information on the cost of services in rubles to the current date. The Customer also has the right to receive payment fee in rubles at the date of treatment at the clinic staff.
- 4.2. At the time of signing of this Agreement the Customer is aware of the effective Price List for each of the medical centers of his concern and of the internal exchange rate for conventional units in the Clinic.
- 4.3. The Clinic is entitled to change the Price List within duration of the Agreement. Information about changes in the value of medical services, as well as the amended Price List are communicated to the Customer (Patient) by placing it on the official website of the Clinic's medical centers on the Internet, and on information stands in the medical centers.
- 4.4. Unless otherwise provided for hereby, the Customer shall pay for the outpatient medical services rendered to the Patient on the day of their rendering. Patients without citizenship of Russian Federation shall pay for the outpatient medical services under full advance payment or under Preauthorization conditions.
- The Clinic has a right to set medical services, which provides only on the terms of advance payment.
- 4.4.1. In cases of house-call or when the Patient has an appointment on specific time and date, the Customer should pay in advance 100% for such appointment. In case when the Patient will absence on appointment in accordance with the Clinic's records and won't provide 24 hours' notice before such absence or inability of the Clinic to move the appointment of such Patient to later time during such appointment day – the advance payment won't be refunded (including food services (if applicable) with the exception of Patent's force majeure, which should be confirmed by the documents, issued by authorized state bodies or if such Patient's reasons will be qualified as compelling one by the Clinic (illness etc.) and in such case – such reasons should be also confirmed in written form.

- 4.4.2. Laboratory and diagnostic tests (except long-term hospitalization) should be provided on condition of pre-advance payment (adding funds to the Customer personal account) excluding when such services provided during doctor's appointment or payment by legal entity.
- 4.4.3. The Clinic's price list can include complex of medical services, which can include both several identical services and several different ones. The complexity of such services will be stated in their name.
The cost of a complex service is lower than if such services received separately. (provision of discount), therefore, when ordering such services, the Customer understands that their purchase has aleatory (risk) character both for himself and for the Clinic (implementation of aleatoricity for Clinic consists in the provision of medical services in a larger amount, but for a lower fee, and for the Customer in the possible non-exhaustion of all services included in the integrated service).
In case of refusal of the services included in the complex service after their purchase and partial exhaustion, as well as the requirement to make a refund, it is considered that the Customer refused the granted to him discount, and therefore the balance of the funds is returned after recalculating the exhausted services in accordance with the Price of the Clinic, as if the services were purchased separately (not in the complex). The rules of this paragraph also apply to comprehensive preoperative examinations (studies).
- 4.4.4. The cost of receiving (examination, consultation) a doctor of any direction does not include the cost of diagnostic, laboratory, medical manipulations carried out during the appointment. They are paid separately, according to the prices stipulated in the price list of the Clinic.
- 4.5. In case when medical services are provided in hospital setting, payment shall be made as follows:
- 4.5.1. In case of planned hospitalization (except the Center of medical rehabilitation), the Customer shall pay an advance (deposit) in the amount of 100% of the cost of medical services to be rendered according to the preliminary (rough) estimate.
In case of planned hospitalization to the Center of medical rehabilitation, the Customer shall pay an advance (deposit) in the amount of no less than 9 000 (nine thousand) conventional units.
The Customer undertakes to pay the Patient's treatment in the hospital in a timely manner, as well as when the balance of the advance (deposit) falling close to 1000 conventional units and the Patient's treatment continues in the hospital, undertakes to replenish the specified advance (deposit) to the minimum amount of the advance (deposit) specified in the Agreement, or according to the preliminary estimate of medical expenses (preliminary estimate prevails over the minimum amount of the advance in case of any discrepancy).
- 4.5.2. In case of unscheduled hospitalization, the Customer shall pay an advance (deposit) in the amount as follows:
- for unscheduled hospitalization of therapeutic and surgical profile (except cardiosurgical, pediatric general surgical) - 10 000 (ten thousand) conventional units;
 - for unscheduled hospitalization of cardiosurgical profile - 20 000 (twenty thousand) conventional units;
 - for unscheduled hospitalization of pediatric therapeutic profile and pediatric general surgical profile – 5 000 (five thousand) conventional units.
- The Clinic staff carry out calculation of the amount of advance payment (deposit) in rubles at the date of the Patient visit.
- for unplanned hospitalization in hospital of perinatal (prenatal; with pregnancy, in the cases connected with threatened miscarriage) profile – 5 000 (five thousand) conventional units;
 - for unplanned hospitalization in hospital of perinatal (prenatal; with pregnancy, except the cases connected threatened miscarriage) profile – 3 000 (Three thousand) conventional units;
 - for unplanned hospitalization in day hospital of perinatal (prenatal; with pregnancy) profile - 1000 (One thousand) conventional units;
- If advance (deposit) specified in article 4.5.1 and 4.5.2 of Agreement is exhausted earlier, than payment for the future services is performed as advance payment (deposit payment).
- 4.5.3. The cost of hospital stay is calculated as follows:
- Price for one-day hospitalization is determined in accordance with Price List of the Clinic valid at the date of provision of services.
 - If the Patient arrives in hospital of the Clinic for multi-day hospitalization, the first calendar day is payable as a "24-hour stay", irrespective of the time of arrival;
 - If the Patient is discharged before 12:00, the current day is not payable.
 - If the Patient is discharged from 12:00 to 18:00, ½ of the 24-hour stay is payable.
 - If the Patient is discharged after 18:00, a 24-hour stay is payable.
- 4.5.4. A parent (authorized representative) is allowed to stay in the ward with an underage child. Such stay is payable in accordance with the effective Price List; stay with children under four years of age or, in case of relevant medical indications, older children, is free of charge. Stay with children older than four years if relevant medical indications are absent shall be agreed by the Clinic if such stay is possible.
- 4.5.5. In case of necessity the Clinic may transfer the Patient to some other medical establishment's hospital (in particular, if such transfer occurs due to specificity of the diagnosed disease) or other medical center of the Clinic. Calculation of cost of such services shall be done based on the Clinic's Price List effective on the day of rendering a medical service.
- 4.5.6. Unless otherwise provided herein, final settlement for the rendered services shall be done upon discharge of the Patient from hospital. If the Agreement provides for advance payment, the Contractor shall transfer advance payment in any form and at any time before rendering of corresponding Services. Obligation of advance payment is fulfilled upon payment in cash of receipt of the funds with the bank account of the Clinic.
- 4.5.7. The cost of medical manipulations carried out both on an outpatient basis and within the hospital does not include the cost of using materials and medicines used in manipulation. They are paid separately, according to the prices provided in the price list of the Clinic.
- 4.6. When healthcare services in implantology, cosmetology (if price of services exceeds 1000 conventional units) prosthetics and orthodontic treatment are being rendered, the Customer shall pay an advance (deposit) in the amount of 50% of the cost of services to be rendered, calculated upon signature of the preliminary (rough) estimate agreed by the Parties. The above advance (deposit) is payable within three days after the Parties sign the preliminary (rough) estimate for the respective dental services.
Advance (deposit) is accounted as payment for the dental services subsequently rendered to the Patient. Final settlement may be done on the day of termination of services.
If the parties agree upon the estimate for provision of planned outpatient surgeries, chemotherapy, blood transfusion, the Customer shall transfer advance payment in the amount of 100% of the medical services price according to the estimate.
- 4.7. In a cases when deposit is available and services (which wasn't payed off) under the Offer in a process of rendering – amount of payment for such kind of services in process are holding on deposit (without right of withdraw) until such kind of services being rendered. After services will be rendered – payment for such services is charged off from a deposit.
- 4.8. When healthcare services are being rendered to the Patient, which require purchase of expensive medicines by Clinic the cost of such medicines is paid by the Patient on the terms of an advance payment.
In case where Patient refuse during treatment for the chosen medical service for which the Clinic at the time of refusal already purchased expensive medicines - the sum of costs of such medicines does not refund to the Patient and set off by Clinic as compensation of expenses for purchase.
- 4.9. In case the advance was not entirely spent, the Clinic shall:
- upon written request from the Customer, if the latter presents his passport, return the remaining amount in rubles to him;
- in case there is no written request from the Customer regarding return of the remaining funds, these funds shall be deemed as an advance for future medical services.
- Return of the unused amount shall be in rubles at the internal exchange rate of the Clinic as of the day of making an advance payment (deposit).
- 4.10. Rendered services under the Agreement should be accepted by the Act of rendered medical services. Under request such Act could be purchase in any Clinic's medical centers on reception desk under the Customer's request.
In case when the Customer didn't submit the request for act purchase and also in case when there are no objections in regards to the rendered services for a 7 (seven) calendar days period after the date when such services were rendered, such services will be considered as accepted by the Customer and the Act of rendered medical services will be signed by the Clinic unilaterally.
The Clinic has a right to send additionally Act of rendered services to the Customer's email, specified in the Customer's statement, Patient's statement or Patient's questionnaire.
If the Customer won't send any objections referred to the provided Act of rendered services with any reply email in 7 (Seven) day period since the moment of email direction to the Customer – such services shall be considered as accepted by the Customer as full and complete.
Specified ways of purchase of the Act of rendered medical services/acceptance of the medical services are equal.

- 4.10.1. In case of avoidance, refusal from signing of the Act of rendered medical services, without motivation of causes of failure, or absence at the time of the end of rendering service of the Patient/the Customer or other authorized person in the Act should be placed a note about this, and the Act will be signed by Clinic unilaterally, services are considered as rendered and accepted by the Customer/the Patient in full. The fact of rendering service can be also confirmed by medical documentation. Payment for the healthcare services rendered by the Clinic to the Patient can be made by an insurance company or other third party pursuant to agreements concluded by the Clinic with such third parties.
- 4.11. Payment for the medical services provided by Clinic to the Patient can be arranged by insurance company or other third party on the basis of the agreements signed by the Clinic with such third parties.
- 4.12. If the Customer has outstanding debt before the Clinic under other agreements on provision of services, the Clinic shall be entitled to set off unused funds deposited by the Customer against debt of the Customer before the Clinic.
- 4.13. The Clinic agrees to take contractual and other actions by order of the patient to purchase non-medical products and services for the patient for consideration and at the expense of the Customer. The Clinic shall acquire rights and incur obligations under contracts concluded with third parties on its behalf and at the Customer's expense, even if the Patient or the Customer are indicated in the contract or entered into direct relations with the third parties during performance of the contract. The Customer shall pay agent's remuneration to the Clinic in the amount of 10% of the cost of ordered product or service and compensate expenses of the Clinic related to performance of the order. Payment of remuneration and compensation of expenses shall be performed by the Customer at the date when products or services are ordered in cash or by bank transfer to the account of the Clinic on the basis of invoice issued by the Clinic.
- 4.14. In case when Preauthorization have place – the funds will be blocked on the payer's bank card at the rate of conventional unit, specified in the subarticle 4.1 of the Agreement, plus additional 40%, with that bank card charge will be performed according to rate of conventional unit on the date of payment.
- 4.15. In case of impossibility by the Customer to pay off the debt on the Clinic's territory or by means of Clinic's services in the Internet, the Clinic has the right to make payment by means of using of an image of the Customer's bank card.
- 4.16. During processing of the financial information, including, but it is not exclusive: Electronic payment instruments, the Clinic fully responsible in cases of unauthorized access for the third parties to such information in accordance with the legislation of the Russian Federation.
- 4.17. If the Customer will need a refund of unused on Customer's account funds for medical and non-medical services – refund of such funds will be made in rubles at the rate of conventional unit for date of pay-in of such funds by the Customer.
If the Customer will need a refund of unused for more than 3 years on Customer's account funds according to the Customer's application in written form such funds could be used for payment of future medical and non-medical services on condition of recalculation at the rate of conventional unit on receipt date of such Customer's application to the Clinic.
In case of refund by wire transfer to the foreign bank account, expenses for bank's commission for such refund should be borne by the Customer (or the person with the Customer's rights).
- 4.18. Payment procedure specified in article 4 of the Offer could be changed upon agreement of the Parties.

5. RESPONSIBILITY OF PARTIES TO THE AGREEMENT

- 5.1. The guilty Party shall bear responsibility as set forth in the effective legislation of the Russian Federation or the Agreement for non-performance or improper performance of the provisions of the Agreement.
- 5.2. The Parties agree that the Clinic shall be released from responsibility for non-performance or improper performance of its obligations to render healthcare services, if it resulted from:
- the Patient's failure to provide the Clinic (attending doctor and/or other specialist) with the information required for rendering of services, as well as providing unreliable or false information;
 - the Patient's violation of the regime of treatment, Internal Rules of Conduct, and rules of rendering specific services, about which the Patient shall be informed before they are rendered;
 - the Patient's non-observance of orders given by the attending doctor or other specialist in the Clinic;
 - the Patient's performance of actions not agreed with the doctor, which may directly or indirectly affect the results of the current course of treatment, at any stage of treatment (including self-treatment, following recommendations of other specialists of third parties);
 - the Patient's concealment or untimely provision of data on aggravation of his health condition.
- 5.3. The Clinic is responsible for improper provision of healthcare services, in case such improper provision of healthcare services can be confirmed under the terms of current legislation of the Russian Federation.
- 5.4. In case of untimely payment for the rendered services by the Customer, the Clinic may take the following measures individually or in aggregate:
- in case of advance payment (deposit) exhaustion – send a notice about such kind of exhaustion and debt creation to the e-mail of the Customer and/or the Patient;
 - suspend provision of healthcare services to the Patient until full repayment of the arrears, except conditions threatening the Patient's life;
 - in case of the Customer's payment delay for provided medical services in accordance with the Agreement – to put the Customer on condition of advance payment of medical services;
 - require the Customer to pay forfeit in the amount of 0.1% of the amount in arrears for every calendar day of delay in payment;
 - address judicial authorities of the Russian Federation for debt recovery from the Customer in favor of the Clinic;
- 5.5. The Parties shall not be liable for full or partial default of obligations if such default resulted from force majeure (Acts of God): emergency situations of natural and anthropogenic origin, armed conflict, epidemics, epizootic diseases, epiphytotic, natural disasters, floods, earthquakes, fires, hurricanes, strikes, change of Russian legislation, acts and resolutions of state and judicial authorities, other events beyond the reasonable control of the Parties which emerged after conclusion of this Agreement, and also for other reasons indicated in the Russian legislation.

6. SETTLEMENT OF DISPUTES

- 6.1. The Parties shall seek to resolve all arguments and disputes arising from the Agreement or in connection with it by negotiation. In case they fail to resolve disputes out-of-court:
- claims for protection of the Customer's rights shall be filed to a court chosen by the Customer in compliance with the effective legislation of the Russian Federation;
 - upon agreement of the Parties, the following jurisdiction shall apply to claims filed by the Clinic against the Customer: if the dispute is within the jurisdiction of the justice of peace, the claim shall be filed to judicial sub-district No. 418 in Moscow city; if the dispute is within the jurisdiction of the district court, the claim shall be filed to Presnensky district court of Moscow city. The Customer shall be entitled to amend this condition by indicating the refusal from contractual jurisdiction (in any format) or by submitting a corresponding written application in any format to the Clinic within the validity period of the Agreement but before emergence of judicial dispute between the Clinic and the Customer.

7. TERM OF VALIDITY, PROCEDURE FOR AMENDMENT AND DISSOLUTION OF AGREEMENT

- 7.1. The Agreement shall enter into force, when the Clinic receives Customer Statement, and the Customer reads the Clinic's Price List, work pattern and Internal Rules of Conduct. The Agreement shall remain valid until the end of the current calendar year, but can be automatically extended for the next calendar year, if neither Party shall declare its intention to dissolve the Agreement before the current year ends. The number of prolongations is unlimited.
- 7.2. Amendment and dissolution of the Agreement shall be made on the basis and according to a procedure stipulated by the effective legislation and the Agreement.
- 7.3. Placement of the new version of the Offer on conclusion of healthcare agreement on the official website of the Clinic and on information stands in medical centers should be considered as the proposal on terms alterations of the Agreement concluded before and its modification in accordance with the latest Offer version.
The Customer confirms his consent on the updated version of the Offer by implicative action which could be expressed in continuation of receiving serviced (in case when the Customer and the Patient are two different persons – receiving services by the Patient) under the Agreement and payment of such services.

8. SPECIAL TERMS OF INTERACTION THROUGH "PERSONAL ACCOUNT" SERVICE

- 8.1. Patient or Customer who is simultaneously the Patient under the Agreement may request access to set of online services ("Clinic Services") allowing the Patient to remotely interact with the Clinic by means of Personal account (section of Clinic website, accessible by the Patient after the Patient requests access to the Personal account, accepts these special terms of interaction through the Clinic Services and receives pin-code (password) and username (login)).
- 8.2. List and usage policies of the Clinic Services used by the Patient by means of Personal account shall be available at the Clinic website (www.emcmos.ru). The Patient acknowledges that he/she is acquainted with and agrees to currently valid usage policies of the Clinic Services by way of usage of any Clinic Services. The Clinic may amend usage policies of Clinic Services. Current edition of these usage policies is also contained in section "terms of interaction" of the Personal account of the Patient.
- 8.3. In order to use the Patient's Personal account and guarantee payment of the services rendered by the Clinic, the Customer shall bind his/her bank card in his/her Personal account. Any bank card binded to the Personal Account shall be deemed to be a binded card. The Clinic has the right to charge the amount constituting the cost of the rendered service from the designated linked card selected by the Customer as the main one.
When specifying the data of the linked card and the further use of the linked card, the Customer confirms and guarantees to them the indication of reliable and complete information about the validation of the bank card issued in his name; compliance with the rules of international payment systems and the requirements of the issuing bank that issued the binded card, including with regard to the procedure of wire transfers.
The Clinic reserves the right at any time to request from the Customer to confirm the data specified in his Personal Account, including the data of the binded card, and to request supporting documents in this regard. If the Customer refuses to provide the requested documents for identification and confirmation of ownership and use of the card, the Clinic designates the information about the Customer as unreliable and refuses to provide following services until the date of binding of a new bank card or confirming information regarding the binded card by providing the documents and/or information requested under such request.
- 8.4. The Clinic shall provide the Patient with access to the Clinic Services after mandatory Patient identification procedure effected by logging in to Personal account with login and password. The Parties consider individual login and password of the Patient as details of basic digital signature, and query to Clinic Service submitted by the Patient through Personal account shall be considered as request to the Clinic signed by the Patient.
- 8.5. The Patient shall not disclose Code word, login and password (including primary activation data) to third parties and shall bear full responsibility for their security, choosing storage method at his/her discretion. Unless otherwise proven by the Patient, all activity carried out by means of his/her login and password shall be considered as carried out by the Patient. Upon loss, unauthorized access or any other occasions resulting in disclosure of password to third parties, the Patient shall promptly notify the Clinic thereof. The Clinic shall rely on validity of Contact information at the time of interaction with the Patient, unless notified otherwise.
- 8.6. The Clinic shall not be liable for consequences of unauthorized usage of Personal account by third parties through no fault of the Clinic.
- 8.7. The Clinic shall not be entitled to disclose information, received from the Patient, including contact information and primary activation data, and not subject to disclosure in accordance with the Russian legislation, to the third parties, with the exception of cases when disclosure is required for performance of this Agreement by the Clinic and/or technical and organizational specialists engaged by the Clinic on terms of confidentiality, in accordance with the Russian legislation and the Patient Statement.
- 8.8. The Patient may cease to use the Clinic Services and request blocking of Personal account at any time. The Clinic may fully or partially limit the access of the Patient to Clinic Services / Personal account at any time without reasoning.
- 8.9. The Patient, who is not the Customer under the Agreement, may also receive access to the Clinic Services pursuant to the same procedure by accepting special terms indicated herein. The Customer shall notify the Patient of such possibility before visit of the Patient to the Clinic and signing of Patient Statement.

9. OTHER TERMS AND CONDITIONS

- 9.1. Procedure on provision of the information about the Patient's health condition, including examination results, presence of disease, his diagnosis and forecast, treatment methods, associated risks, possible variants of medical intervention, their consequences and results completed of treatment is stipulated in the Internal Rules of Conduct.
- 9.2. In all other matters not governed by the Agreement, the Parties shall be guided by the effective legislation of the Russian Federation.
- 9.3. Legal communication, in regard to creation, changes, termination of obligations, also the documents which are required for legal enforcement procedure under the Agreement, should be send by the parties as following:
 - messages to the Clinic should be send by the Customer and/or the Patient only to the e-mail with domain @emcmos.ru;
 - messages to the Patient and/or the Customer should be send by the Clinic only to the e-mails, specified in Customer's statement, Patient's statement or Patient's questionnaire;Such way of delivery is effective and suitable, don't require sending of additional documents with the services of a courier, JSC Russian Post or any other legitimate way of delivery.
Legal communication should be considered as delivered in cases when it was send (to the Customer) to the email stated in the Customer's statement but under conditions not affected by the Clinic such communication wasn't received by the Customer or the customer didn't reviews them.
- 9.4. The Agreement includes the present conditions of agreement conclusion, set forth in the Offer, and Customer Statement confirming acceptance of the agreement conclusion terms by the Customer. A copy of the Offer with Agreement terms and a copy of Customer Statement with a note of acceptance shall be provided to the Customer. Set of documents shall be issued to the Patient by the Clinic upon his request.
Medical services regarding the production of autologous donor blood components and their subsequent clinical use are regulated by the terms of the Agreement and the procedure for the provision of medical services related to autodonry posted on the Clinic's website.
- 9.5. The Parties admit that the Clinic may use facsimile representation of signatures of persons authorized by them by means of mechanic and other copying, electronic signature, or any other analog of handwritten signature on mandatory documents required for transactions under the Russian legislation or Agreement terms. Facsimile signature shall be deemed as valid as a genuine signature of an authorized person.