

## OPEN (PUBLIC) OFFER AGREEMENT FOR PAID MEDICAL SERVICES

Astana city

2023

### PROCEDURE FOR THE CONCLUSION OF THE AGREEMENT, THE PARTIES OF THE AGREEMENT

In compliance with art. 387, art. 394, art. 395 of the Civil Code of the Republic of Kazakhstan, this document is a public offer sent by the **“UMIT” International Oncological Center of TomoTherapy” Limited Liability Partnership** (hereinafter referred to as the Tomotherapy Center, a medical organization) to an unlimited number of individuals, as well as their legal representatives about the intention to conclude an Agreement for the provision of paid medical services on the terms described below (hereinafter referred to as the **"Agreement"**):

**“UMIT” International Oncological Center of TomoTherapy” Limited Liability Partnership**, duly registered according to the legislation of the Republic of Kazakhstan by the Registration Department of the branch of the Non-Profit Joint-Stock Company “State Corporation “Government for Citizens” in Nur-Sultan city, business identification number - BIN 160440010230, registered address - 42/1, Abylai Khan avenue, Almaty district, Astana city, Republic of Kazakhstan, license for medical activities No 22000874 issued on January 20, 2022 by the Republican State Institution "Department of the Committee for Medical and Pharmaceutical Control of the Ministry of Healthcare of the Republic Kazakhstan in Nur-Sultan city”, represented by the Director Shayakhmetov Yerzhan Mukhatayevich, acting on the basis of the Charter, hereinafter referred to as the **Contractor**.

The Parties to the Agreement are the medical organization and a legally capable and competent individual, as well as their legal representatives who applied for the conclusion of the Agreement (hereinafter referred to as the **"Customer"**) in their own interests or in the interests of another person (hereinafter referred to as the **"Patient"**).

Familiarization of the Customer with the offer is performed by the placement of its current version on the websites of the Tomotherapy Center at: <https://tomo.kz/> and <https://onkoclinic.com/> and/or at the reception of the Tomotherapy Center.

By accepting the terms of this offer, the Customer, in accordance with part 3 of article 10 of the Law of the Republic of Kazakhstan "On Advertising", agrees to receive informational and advertising messages by sending them by sms and e-mail. The Customer has the right to withdraw his consent to receive informational and advertising messages by written request sent to the medical organization at the address specified in section 13 of the Agreement.

**Carefully read the text of this offer, and if you do not agree with any of its items, you are suggested to refrain from using the proposed Services, in this case the Agreement is considered not concluded.**

**The Agreement is accepted by the Customer/Patient by joining the Agreement as a whole without any conditions, exceptions or reservations.**

**The full and unconditional acceptance (Acceptance) of the terms of this Offer is considered to be the implementation by the Customer of the implicative actions:**

- preliminary appointment to a specialist through a call-center;
- putting marks (checkmarks) about the agreement with the terms of this offer on the website;



- signing by the Customer/Patient of a voluntary informed consent for the provision of paid medical services;
- actual receipt of medical services;
- making an advance payment for the provision of medical services in accordance with the contract concluded with the patient for the provision of paid medical services.

The acceptance of this Offer means, without limitation, the provision by the Customer/Patient of consent to the processing of personal data and the transfer of information constituting a medical secrecy, as well as the Informed voluntary consent to the types of medical interventions, including those in the List of certain types of medical interventions for which the Customer/Patient gives the informed voluntary consent when choosing a doctor to receive medical services.

In case if the Services are provided within the guaranteed volume of free medical care (hereinafter referred to as the GVPMC) or under other agreements (to the Customer (Patient), in accordance with the terms of the Agreement, then in order to make an acceptance, it is necessary to perform all the above actions, except for making an advance payment for the services.

The Agreement is considered concluded in writing on the basis of the provisions of item 2 of art. 394, 395, item 3 of art. 396 of the Civil Code of the Republic of Kazakhstan (the written form of the agreement is considered to be complied with if the written proposal to conclude the agreement is accepted by acceptance made by implicative actions).

The Agreement is concluded in each case of the Customer's appeal for the Services. The services under the Agreement may be rendered several times.

This Offer may be unilaterally amended by the Tomotherapy Center at any time. Such changes shall become effective for the Parties only for the future.

## **1. GENERAL PROVISIONS**

1.1. This agreement is a public offer agreement and contains all the essential conditions for the provision of paid medical services, including those with using telemedicine (hereinafter referred to as the Services). The provision of medical services within the guaranteed volume of free medical care or under other agreements is not the subject of this agreement.

1.2. Terms of this agreement are the same for all Customers/Patients.

1.3. Acceptance of the offer by the Customer/Patient means unconditional agreement with all the provisions of the Agreement, and is equivalent to the conclusion of an open (public) offer agreement for the provision of paid medical services by virtue of Article 387 of the Civil Code of the Republic of Kazakhstan.

1.4. Evidence of full and unconditional acceptance of the terms of this agreement, as well as the date of conclusion of the agreement, is the implementation by the Patient of actions to fulfill the terms of the agreement, in particular, the signing of an informed voluntary consent to receive medical services (service), medical interventions and/or their payment.

1.5. This public offer agreement is concluded for an indefinite period.

## **2. SUBJECT OF THE AGREEMENT**

2.1. The Contractor, on the basis of the Customer's request, shall provide him or the person whose representative he is (the Patient) with paid medical consultations and other paid medical services (Services) in accordance with the price list of medical services approved in the prescribed manner and valid at the time of the provision of the Services (the price list is placed at the Reception of the Tomotherapy Center), and the Customer shall accept and pay for the Services in accordance with the terms of this Agreement, pay the cost of the provided services in a timely manner and comply with the requirements and recommendations of the Center

specialists, which ensure the quality of medical services, including the presentation of the information necessary for this.

In case if the provision of the Services is included in the list of the GVFMC or the provision of the Services is included in other agreements providing for the possibility of receiving them, such Services are paid for by the relevant organization or other organization, on the basis of existing agreements with the medical organization.

The Customer who has concluded the Agreement in his own favor is the Patient - hereinafter in the text of the Agreement, the specified person will be referred to as the Customer (Patient).

2.2. The Contractor shall provide medical services, including those with using telemedicine facilities, within the framework of and in accordance with the current permits issued in compliance with the procedure established by the legislation of the Republic of Kazakhstan and the current regulatory legal acts on healthcare in the Republic of Kazakhstan at the actual location of the Contractor: 42/1, Abylai Khan avenue, Almaty district, Astana, Republic of Kazakhstan.

2.3. The Contractor performs medical activities in accordance with the requirements of the current legislation of the Republic of Kazakhstan.

2.4. The Contractor notifies the Customer (Patient) that non-compliance with the instructions (recommendations) of the doctor, including the prescribed treatment regimen, may reduce the quality of the Service provided, make it impossible to complete it on time or adversely affect the Patient's health.

2.5. Based on the results of the Service provision, the Contractor shall make a medical report. The medical report – is a paper and/or electronic document drawn up by the doctor based on the results of providing the Service.

2.6. The Patient shall agree that the ongoing treatment cannot fully guarantee the achievement of the effect, since various complications are possible during the provision of medical services and after them, both in the near and in the long term, as well as with the fact that the technology of medical care used cannot completely eliminate the likelihood of side effects and complications due to the biological characteristics of the body.

2.7. The Contractor shall provide services under this agreement on the working days and hours, set by the administration and brought to the attention of the Patient/Customer.

### **3. COST OF MEDICAL SERVICES AND PAYMENT PROCEDURE**

3.1. The cost of paid medical services provided to the Customer/Patient is determined in accordance with the current Price list of paid medical services approved by the Contractor at the moment of the Patient's request.

3.2. The provision of Services occurs subject to their prepayment in full amount. The Customer/Patient is obliged to pay for the services of the Center before receiving them. In case of prescribing additional services by the medical staff of the Center in the process of providing medical care to the Customer/Patient, the payment is made according to the actually provided volume of medical care upon the consent of the Customer/Patient. The payment can be made both in cash and in a non-cash way, in the national currency of the Republic of Kazakhstan.

3.3. The Center shall issue a document of a standard form to the Customer/Patient confirming the payment fact. Based on the results of the services provision, medical documents shall be issued after payment of the entire amount of the actually provided Services.

3.4. In case of early termination of the Service provision, the Center shall pay the Customer/Patient the difference between the amount paid and the cost of actually provided service, except in cases of violation of the Agreement terms by the Customer/Patient.

3.5. The cost of the Services shall be determined by the Center independently and fixed in the price list of the Center's Services.

3.6. The Center's Services can be received by Patients on a paid basis, as well as at the expense of the state order or third parties.

3.7. In case of receiving services at the expense of the state order, the procedure for obtaining medical care is regulated by the legal acts of the Republic of Kazakhstan on the state volume of free medical care and compulsory social health insurance.

#### 4. OBLIGATIONS OF THE PARTIES

##### 4.1. The Contractor shall be obliged to:

- 1). Render services for the provision of paid medical care to Customers/Patients, in accordance with the Contractor's licenses and current regulatory legal acts on healthcare in the Republic of Kazakhstan, taking into account the specifics of the Services provision;
- 2). Provide the Customer/Patient with the opportunity to familiarize themselves with the Price list valid for the period of providing medical services under this agreement;
- 3). Inform the Customer/Patient about:
  - the impossibility of rendering any types of services;
  - the need to organize emergency or planned inpatient treatment of the Customer/Patient;
  - contraindications and possible negative consequences of providing a particular type of service.
- 4). Provide the Customer/Patient with direct access to medical documentation reflecting the state of his health;
- 5). Ensure the provision of medical Services 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 evidence-based medicine for medical reasons;
- 6). Ensure the confidentiality of the health status of the Customer/Patient and his personal data;
- 7). Take all measures to ensure the maximum level of satisfaction of the Customer/Patient with the results of the Services provision;
- 8). Maintain the necessary sanitary-hygienic and anti-epidemic order on the territory of the organization when providing medical services;
- 9). Treat the Customer/Patient with respect and humanity;
- 10). Provide medical services with high quality, using modern methods of diagnosis and treatment in full volume in accordance with this agreement after the Customer/Patient has made payment in the manner specified in Section 3 of this agreement and provided documents confirming the payment;
- 11). Keep records of the types, volumes, costs of medical services provided to the Customer/Patient, as well as the funds received from him, including using medical information systems and accounting systems;
- 12). If the provision of the Services requires the provision of additional medical services not provided for in this Agreement, the Contractor shall be obliged to notify the Customer/Patient about this. Without the consent of the Customer/Patient, the Contractor shall not be entitled to provide additional medical services on a reimbursable basis;
- 13). Ensure the provision of the Service without charging a fee in the event that the provision of paid medical services requires the provision of additional medical services to eliminate the threat to the life of the Patient in case of extreme life-threatening diseases, conditions in accordance with the Code of the Republic of Kazakhstan "On the health of the people and the healthcare system";
- 14). Provide the Customer, at his request or his representative by proxy, with an invoice in accordance with the Tax Code of the Republic of Kazakhstan, indicating the types and volume of provided medical services (care), within the established time limits;
- 15). Ensure the execution, maintenance and storage of medical records, accounting and reporting statistical forms in the manner prescribed by law;
- 16). other obligations stipulated by the legislation of the Republic of Kazakhstan.

##### 4.2. The Customer/Patient shall be obliged to:

- 1). Comply with the rules established by the Center that determine the procedure and working hours, familiarize yourself with the procedure and conditions for the provision of Services under the Agreement;
- 2). Treat healthcare professionals and other persons involved in the provision of medical care with respect, as well as respect the rights of other patients;
- 3). Provide the person providing medical care with the data of preliminary examinations and consultations of specialists conducted not by the Contractor (if any), as well as reliable information known to him about his state of health, including contraindications to the use of medicines, allergic reactions previously suffered and hereditary diseases. The Customer/Patient must be aware that the deliberate distortion and/or concealment of information about his health may affect the correctness and safety of the diagnosis made, the prescribed treatment, and the likelihood of recovery;
- 4). Timely and accurately comply with medical prescriptions and recommendations of the doctor. In case of refusal of services that, in the opinion of the doctors of the Center, could reduce or eliminate the danger to the health of the Customer/Patient, give an appropriate note for the refusal of medical care;
- 5). Collaborate with the doctor at all stages of providing medical care, in case of deterioration in the health state, immediately notify your doctor;
- 6). Treat the property of the Center with care;
- 7). Comply with the legislation of the Republic of Kazakhstan, the Contractor's internal regulations, medical and protective regime, safety and fire safety rules when receiving the Service under the Agreement;
- 8). Inform the Center about the refusal to receive the Service or a part of the medical service one or more days before the date of the Service provision established by the Agreement;
- 9). Pay the cost of medical services before the start of their provision in accordance with the Price list approved by the Contractor, in the manner specified in Section 3 of this Agreement, through the Contractor's cash desk or by bank transfer.
- 10). Familiarize yourself with the procedure and conditions for the provision of paid medical services under this Agreement;
- 11). Comply with other obligations in accordance with this Agreement and provided for by the legislation of the Republic of Kazakhstan.

## **5. RIGHTS OF THE PARTIES**

### **5.1. The Contractor shall be entitled to:**

- 1). Independently determine the volume of necessary medical Services aimed at establishing a diagnosis and treatment, guided by clinical protocols for diagnosis and treatment approved by the Ministry of Healthcare of the Republic of Kazakhstan, or the experience of its doctors in the absence of relevant protocols;
- 2). Deny to provide services:
  - when contraindications to medical and diagnostic measures are found for the Customer/Patient;
  - in case of non-compliance with the recommendations and prescriptions of the Center by the Customer/Patient;
  - in case of refusal of the Customer/Patient to execute/sign documents that are necessary for the provision of specific types of services (voluntary informed consent to medical intervention, etc.);
  - in case of impossibility to ensure the safe provision of medical services;
  - in case of non-appearance and/or delay of the Customer/Patient by more than 15 (fifteen) minutes in relation to the appointed time for receiving the service;
- 3). In the event that the Customer/Patient refuses services that, in the opinion of the Contractor, could reduce or eliminate the danger to the health of the Customer/Patient, obtain from him an appropriate note on the refusal of medical care, explaining to the Customer/Patient the possible consequences of such a refusal for his health;

- 4). Receive from the Customer (Patient) any information necessary to fulfill its obligations under this Agreement. In case of failure to provide or incomplete or incorrect provision of information by the Customer (Patient), the Contractor has the right to suspend the performance of its obligations under this Agreement until the necessary information is provided;
- 5). If the Customer/Patient is indebted for the Services rendered by the Center, suspend the further provision of services until full payment;
- 6). Require the use of personal protective equipment: disposable masks designed to protect against respiratory infection;
- 7). Store and process the Patient's personal data, use them at their own discretion in accordance with the legislation of the Republic of Kazakhstan;
- 8). Receive remuneration for the provision of Services under this Agreement;
- 9). At its discretion, involve other medical organizations that have necessary licenses to provide the Services under this Agreement in accordance with the requirements of the current legislation of the Republic of Kazakhstan;

**5.2. The Customer/Patient shall be entitled to:**

- 1). A respectful attitude from the employees of the Center and other persons involved in the provision of medical care;
- 2). Receive information about the last name, first name, patronymic, position, work experience and qualification level of his doctor and other persons directly involved in the provision of medical care to him;
- 3). Choose a doctor, transfer to another doctor if there is an appropriate alternative;
- 4). A voluntary informed consent to medical intervention in accordance with legislative acts;
- 5). Refuse from medical intervention or demand its termination, except as otherwise provided by the law. Refusal of medical intervention, indicating the possible consequences, is documented in the medical records and signed by the Customer/Patient or his legal representative, as well as by a medical worker;
- 6). Receive, in accessible terms, available information about his state of health, including information about the results of the examination, the presence of the disease, diagnosis and prognosis, treatment methods, the risks associated with them, possible options for medical intervention, their consequences and results of the treatment, as well as the choice of persons to whom information about the state of his health can be transferred;
- 7). The confidentiality of the information transmitted by him when applying for and receiving medical care, as well as other information constituting a medical secrecy;
- 8). Perform an expertise of the quality of the treatment provided and the validity of medical prescriptions in accordance with the legislation of the Republic of Kazakhstan;
- 9). Require from the Contractor additional explanations regarding the state of his health, the proposed methods of diagnosis and treatment, if the previously proposed explanations were not clear to him.
- 10). Receive services from the Contractor in accordance with this Agreement;
- 11). At any time, check the progress and quality of the services provided by the Contractor, without interfering with its activities.

**6. TERMS AND PROCEDURE FOR PROVIDING SERVICES**

6.1. Consultations of doctors are carried out by a preliminary appointment, as well as without a preliminary appointment, as agreed with the registry or the call center of the Tomotherapy Center. Duration of a consultation depends on a doctor's specialization and the type of appointment (primary/repeated, appointment/examination, other services): the duration of the appointment can last from 30 (thirty) to 60 (sixty) minutes (within this range, the required duration of each specific appointment is determined by the doctor, depending on the complexity of the clinical situation). The duration of diagnostic examinations depends on the specific type of examination and can take up to 90 working days.

Appointment is made daily during the working hours of the Center for a vacant time, on any date (in accordance with the working schedule of the Center and the schedule of a particular doctor).

6.2. All incoming calls are processed by the call center. The main tasks of call-center operators are: advising on the services provided, selecting the most convenient appointment time for patients, answering all questions of interest regarding the work of the Center within their competence. All conversations with call center operators are recorded.

6.3. In case of making an appointment on the website (if possible), the patient shall fill out a form on the website to apply for an appointment online, and wait for a call from the call center operator to confirm the appointment. If within 24 (twenty-four) hours during the working hours of the call center the application was not confirmed, then a technical failure may have occurred and it is necessary to resend the application or call the call center by phone. More detailed information is obtained by calling the call center, as well as at the reception.

The Center shall not be responsible for the serviceability and quality of online appointment services and other medical aggregator sites.

6.4. In case if the Patient applies to the Center with an infectious disease and a primary diagnosis of an infectious disease is made or suspected, the Patient is referred to a specialized medical facility.

6.5. Reception of Patients by the doctors of the Center is carried out according to the schedule. Schedules of doctors may vary. The Center establishes the frequency and regularity of doctors' appointments in accordance with the internal regulations. The doctor shall have the right to interrupt the consultation of Patients to provide emergency medical care to another patient.

6.6. The Center shall have the right to refuse to provide the Services to the Customer/Patient even if there is a preliminary appointment, if the Patient came late more than 10 (ten) minutes from the set time. The doctor may postpone the preliminary appointment of the Patient to a later time if it is necessary to complete the provision of medical care to the patient preceding in time, but not more than 30 minutes. The doctor may change the order of the Patient's appointment, even if there is a preliminary appointment, if it is necessary to see a patient who is in a more serious condition, as well as to reduce the contact of other patients with a patient suffering from a respiratory infectious disease.

In case of canceling a doctor's appointment due to his health or other circumstances beyond the control of the Parties, the Center shall promptly notify the Customer/Patient registered with the doctor about this.

6.7. To maintain order and ensure safety and quality control of the provision of Services in the halls, corridors and consulting rooms of the Center, video surveillance is carried out in accordance with the Rules for the use of technical means of control, observation and fixation devices, photo and video equipment used in medical organizations in order to ensure the protection of rights of patients and medical workers, approved by the authorized body, about which there is a corresponding warning.

6.8. A visit to the Center provides for the Customer\Patient's compliance with the internal regulations of the Center.

6.9. The patient shall come 15 (fifteen) minutes before the appointed time, have an identity document with him for the formation of medical documentation. Moreover, according to the order of the acting Minister of Healthcare of the Republic of Kazakhstan "On approval of the forms of accounting documentation in the field of healthcare, as well as instructions for filling them out" dated October 30, 2020 No KR DSM-175/2020, it is necessary that the Patient or his representative provide his personal data: Full name, IIN, age, residential address and contact phone number - both when visiting the Center and during the preliminary appointment.

6.10. If it is impossible to come at the appointment at the agreed time, the Customer/Patient shall notify the Center by phone one or more days before the date of the Service provision. A certain time is allotted for each Patient, according to the appointment. Late and delayed appointments may reduce the quality of the Service provided and may delay the appointment of the next patient. If the Customer/Patient does not cancel the appointment, and at the same time does not come to the appointment, the Center reserves the right to accept such patients again only with advance payment.

- 6.11. The patient shall enter the doctor's office by invitation. It is forbidden to enter the doctor's office without an invitation when there is an appointment.
- 6.12. While visiting the Center, the Patient and accompanying persons shall treat property of the Center with due care. In case of damage to any type of property (destruction, damage, defect, etc.), the perpetrator compensates for the damage caused to the Center within 5 (five) business days from the date of the claim. If the Patient disagrees, the Center has the right to recover compensation from the guilty person in the manner prescribed by law.
- 6.13. In case of violation by the Customer/Patient of prescriptions, recommendations and appointments of medical personnel, the Center shall have the right to refuse to execute the Agreement from the moment these violations are discovered, if the termination of the provision of the Services does not threaten the life of the Patient and the health of others. At the same time, the cost of actually rendered services shall not be refundable, and the Center shall not be responsible for the possible deterioration of the Patient's health.
- 6.14. In case of incorrect behavior of the Customer/Patient, rude statements addressed to medical personnel, the Customer/Patient being in an alcoholic or narcotic state, the Center shall reserve the right to refuse follow-up and treatment of the Patient, if this does not threaten his life. Accompanying persons (except legal representatives of the Patient) may stay in the office only with the permission of the doctor and subject to the fulfillment of all his requirements and instructions, except as otherwise provided by applicable law. It is strictly forbidden on the territory of the Center, as well as in any premises of the Center, to drink alcohol, smoke, take other drugs that cause a change in consciousness and behavior, talk loudly, make noise, slam doors, talk on a mobile phone during appointment and procedures, be rude to the staff of the Center or other persons who are in the Center, or settle disputes with them in the presence of other persons, throw garbage and shoe covers on the floor, run around the Center.
- 6.15. In the event that patients apply to the Center in respect of whom there are sufficient grounds to believe that harm to their health was caused as a result of unlawful actions, the Center shall transfer information to the law enforcement agencies of the Republic of Kazakhstan at the location of the medical organization.
- 6.16. The premises of the Center must be kept clean and tidy. Garbage, used personal hygiene products should be thrown only into the trash cans, used shoe covers are placed in a special trash can located at the exit of the Center.
- 6.17. The Center staff shall have the right to refuse service to the Customer/Patient in case of non-compliance with the rules of conduct set forth in the Agreement.
- 6.18. Medical conclusions on the Patient's state of health, containing information about the diagnosis, the state of the Patient's body, recommendations and prescriptions for treatment and prevention, are the property of the Center. The Customer/Patient shall have the right to provide these medical reports for the purpose of obtaining medical care to medical workers of other medical organizations, the Customer/Patient shall not publish the Patient's medical records in the media, social media and network communication services, as well as to show them to third parties without prior written consent with the Center, unless otherwise provided by the legislation of the Republic of Kazakhstan.

## **7. LIABILITY OF THE PARTIES**

- 7.1. For non-fulfillment or improper fulfillment of obligations under this agreement, the parties shall be liable in the manner prescribed by the current legislation of the Republic of Kazakhstan.
- 7.2. The Center shall not be liable in the following cases:
- for the quality of medical services, in cases where the Customer/Patient provides incomplete and (or) inaccurate information about his health in accordance with the terms of the Agreement, or caused by medical indications;
  - for harm caused to the health of the Customer/Patient or for the absence of the fact of his recovery in the event that the above events occurred as a result of violation of medical prescriptions by the Customer/Patient;



- when the Patient performs actions aimed at worsening his health;
- for the provision of Services at the insistence of the Customer/Patient without medical indications;
- if the treatment plan is not fulfilled due to the Patient's absence or refusal to continue treatment;
- the occurrence of previously not noted allergies or intolerance to medicines and medical devices approved for use;
- medical intervention of third parties after the provision of Services by the Center;
- informed refusal of the Customer/Patient to continue treatment, if the Customer/Patient was warned that the Services actually provided in this case may be ineffective;
- for the further state of the Patient's health, as well as for the occurrence of complications associated with the refusal of treatment in general or individual medical interventions;
- for the onset of side effects due to the use of medicines and preparations, the possibility of which the manufacturer of such medicines and preparations indicated in the annotations to them.

7.3. The Customer/Patient shall be liable for the untimely reimbursement of the Center's expenses for the actually rendered volume of medical care.

7.4. If the Patient fails to comply with the recommendations and requirements of the medical staff 2 (two) or more times, the Center shall have the right to terminate the Agreement unilaterally out of court with a notification sent to the Customer/Patient on the date of termination.

7.5. In case of violation by the Customer/Patient of section 2 of the Agreement, the Center shall have the right to require the Customer/Patient to pay a penalty in the amount of 0.1% of the cost of the Services for each day of delay.

7.6. The Center shall be liable for cases of violation in the Services provision:

- 1) provision of inappropriate volume and quality Services;
- 2) charging a fee from the Customer/Patient for services included in the guaranteed volume of free medical care and (or) in the system of compulsory social health insurance, provided that the Patient does not consent to the provision of paid services;
- 3) charging a double fee for the provision of the same Service (at the expense of the Customer/Patient and budgetary funds).

7.7. The Parties shall be released of liability for partial or complete failure to perform or improper performance of their obligations under this Agreement, if this failure was the result of irresistible force or other force majeure circumstances (natural disasters, epidemics, hostilities, strikes, adoption of relevant decisions by the competent authorities, etc.), preventing the fulfillment of obligations under this Agreement.

7.8. For preventing the legitimate activities of medical and (or) pharmaceutical workers, violation of the quarantine regime, sanitary rules and hygiene standards, administrative offenses that infringe on public order and morality in the Republic of Kazakhstan, penalties and liability are provided in accordance with art. 80-1, 434, 441 part 1, 476 of the Administrative Code of the Republic of Kazakhstan and art. 304 of the Criminal Code of the Republic of Kazakhstan.

## **8. FORCE MAJEURE**

8.1. The Parties shall not be responsible for failure to fulfill the terms of the Agreement if it was the result of force majeure circumstances.

8.2. The Center shall not be responsible for the payment of penalties or termination of the Agreement due to non-fulfillment of its conditions, if the delay in the fulfillment of the Agreement is the result of force majeure circumstances

8.3. 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: natural disasters, epidemics, hostilities, strikes, the adoption of relevant decisions by the competent authorities, and others.

8.4. In the event of force majeure circumstances, the Center shall immediately, within one or more business days, send a notification to the Customer/Patient about such circumstances and their reasons.

8.5. If no other written instructions are received from the Customer/Patient, the Center shall continue to fulfill its obligations under the Agreement, as far as it is reasonable, and search for alternative ways to fulfill the Agreement, independent of force majeure circumstances.

## **9. CONFIDENTIALITY**

9.1. The Customer\Patient, in accordance with the provisions of the Code of the Republic of Kazakhstan "On the health of the people and the healthcare system", the Law of the Republic of Kazakhstan "On personal data and their protection", shall provide the Center with his personal data (including: last name, first name, patronymic, date of birth, data of identity document, individual identification number, address of registration and address of residence, contact details, etc.) and give his consent to the processing by the staff of the Center of his personal data, as well as special personal data relating to the Patient's health, in order to receive services provided by the Center. The above-noted consent shall be provided for the implementation of any actions in relation to the Patient's personal data that are necessary to achieve the above goals, including without limitation: collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer), depersonalization, blocking, destruction, as well as the implementation of any other actions with personal data in accordance with applicable law. The processing of personal data shall be carried out by the Center in the following ways: processing of personal data using automation tools, processing of personal data without using automation tools (non-automated processing).

9.2. The Parties shall keep the confidentiality in relation to information received during the execution of the Agreement.

9.3. The Contractor shall keep confidential information about the fact that the Patient applied for medical assistance, his state of health, diagnosis and other information obtained during his examination and treatment (medical secrecy).

9.4. With the consent of the Patient or his legal representative, it is allowed to transfer information constituting a medical secrecy to other persons, including officials, in the interests of examination and treatment of the Patient.

9.5. Providing information constituting the a medical secrecy without the consent of the Patient or his legal representative shall be allowed for the purpose of examination and treatment of the Patient who, due to his condition, is unable to express his will, and in other cases provided for by the legislation of the Republic of Kazakhstan.

9.6. The Patient is notified and is aware that the Service is provided through open communication channels and that these channels do not guarantee confidentiality of the transmitted information.

9.7. The Parties shall keep confidential any medical, financial and other confidential information received from the other Party during the execution of this Agreement.

## **10. ALTERATION**

10.1. The terms of the Agreement may be changed by the Center unilaterally. Amendments to the Agreement shall be published on the Center's website or on paper at the location of the Center. Changes shall come into force from the moment they are placed publicly. In case of discrepancies in the editions, the edition located in the registry of the Center shall have the priority.

10.2. Termination of the Agreement shall be allowed by mutual consent of the Parties or by a court decision on the grounds provided for by the civil legislation of the Republic of Kazakhstan.

## **11. DURATION OF THE AGREEMENT**

11.1. This public offer agreement is drawn up in the state and Russian languages and shall come into force from the day of its public placement and be valid until the Parties fulfill their obligations or terminate the agreement.

## 12. OTHER TERMS AND CONDITIONS

12.1. This Agreement is a public agreement, its form is located on the Site for review by an unlimited number of persons. This Agreement is concluded in the manner described in the preamble of the offer on its conclusion.

12.2. This Agreement shall be concluded for an indefinite period. The Customer shall have the right to refuse of this Agreement by notifying the other Medical Organization in writing at least 10 (ten) calendar days before such refusal.

12.3. Without conflicting with the terms of the Offer, the Customer/Patient and the Contractor shall have the right to draw up an agreement for the provision of paid medical services at any time in the form of a written bilateral agreement, in which case the relationship between the Parties shall be governed by the concluded agreement.

12.4. In case of violation of the Patient rights, the Customer/Patient may file a claim (complaint) in writing, which shall be submitted through the registry or the website of the Tomotherapy Center. For a prompt response to a claim (complaint), the Patient is advised to leave a contact phone number.

12.5. The claim (complaint) is considered within 20 (twenty) business days from the date of its receipt by the Center. A written response to a claim (complaint) is sent to the Customer/Patient by mail at the address indicated by him, or, at the request of the Patient, can be handed to him personally at an agreed time or explained orally.

12.6. The Parties shall resolve all disputes arising under the Agreement through negotiations between the Parties and/or their representatives. All disputes unresolved by the parties within the framework of the implementation of this agreement shall be resolved in the manner prescribed by the current legislation of the Republic of Kazakhstan.

12.7. Neither party shall have the right to transfer its obligations under the Agreement to a third party without the written consent of the other party.

12.8. If any of the terms of the Agreement are invalid for any reason, such invalidity does not affect the validity of the remaining terms of the Agreement, which remain in force.

12.9. All additional agreements of the Parties, acts and other attachments to this Agreement shall be its integral part.

## 13. DETAILS OF THE CONTRACTOR:

13.1. The Parties unconditionally agree that the details of the Customer/Patient should be considered the information specified by him when making an appointment with a doctor.

13.2. Details of the Tomotherapy Center

### “UMIT” International Oncological Center of TomoTherapy” LLP

Address: 42/1, Abylai Khan ave., Almaty district, Astana city, 010000, Republic of Kazakhstan

BIN: 160440010230

IIC: KZ896017111000008471

Bank: “Halyk Bank of Kazakhstan” JSC

BIC: HSBKKZKX

e-mail: [too.umat@tomo.kz](mailto:too.umat@tomo.kz)

tel.: +7 7172 95 44 84, +7 (702) 201 94 44,

+7 (777) 201 44 44

**Director: Shayakhmetov Yerzhan Mukhatayevich**



### Informed voluntary consent of the patient to the provision of paid services

I, the patient/legal representative: \_\_\_\_\_,  
(surname, name, patronymic (if any) of the  
patient/legal representative)  
IIN \_\_\_\_\_, being in \_\_\_\_\_

\_\_\_\_\_ (name of medical organization)

(hereinafter – the “Center”), hereby confirm that before receiving the paid medical service, the Center in an accessible form has familiarized me with the Rules for the provision of paid services by healthcare entities, approved by the Order No KR DSM-170/2020 of the Ministry of Healthcare of the Republic of Kazakhstan dated October 29, 2020, I am notified and agree with the fact that the examination and treatment in the department of the Center, provided to me on a paid basis, will be carried out at my own choice and desire, I refuse free treatment and guarantee payment for the provided paid medical services, including stay in a hospital (daytime), I am also informed about the following:

- my rights to hospitalization and treatment according to the list of the guaranteed volume of free medical care (in accordance with the Decree No 2136 of the Government of the Republic of Kazakhstan dated September 28, 2009 "On approval of the guaranteed volume of free medical care") and the possibility of obtaining the appropriate types and volumes of medical care without charging a fee, and voluntarily refuse free treatment in favor of the paid one;

- the list of paid medical services provided by the Center about the prices for paid services, conditions, form and procedure for their provision and payment, the plan of preliminary examination and treatment, the preliminary amount of payment within the framework of the main/concomitant diseases were agreed with me during admission, while the final approval of examination, treatment and payment for the main and concomitant diseases will be carried out during the working process (on the day of discharge, the Calculation (Act of Work Completion) is billed for payment and an Extract from the medical documentation of the established form is issued);

- benefits in the provision of paid services for certain categories of citizens;

- medical workers involved in the provision of paid medical services, the level of their professional education and qualifications;

- information about the Center, including information about the Center's license to carry out medical activities (number and date of issue, list of subtypes of the licensed type of activity, full name of the licensor), about the working regime, work schedule of medical workers involved in the provision of medical care under the guaranteed volume of free medical care and (or) in the system of compulsory social health insurance, paid services;

- supervisory authorities: addresses and telephone numbers of the authorized body, the local state healthcare authority of the capital, territorial subdivisions of the state body in the field of providing medical services (care), territorial subdivisions of the state body in the field of circulation of medicines and medical devices;

- the goals, nature, risk factors and possible complications in the provision of paid medical services;

- that the collection of the necessary tests and examinations is carried out according to the existing requirements of sanitary and epidemiological surveillance and according to the doctor's prescriptions, and the date of the last taken into account should be no more than 10 days old;

- other information provided for by the rules for the provision of paid medical services.

I have been informed and agree that:

- according to the doctor's prescription (concilium), in complex and controversial diagnostic cases, according to indications and upon request (monitoring of the examination and response to

treatment, etc.), more multiple examinations are allowed after prior agreement and without prejudice to my interests;

- the Center shall have the right to refuse paid treatment in case of detection before and during hospitalization of non-core diseases (infectious, mental, etc.) requiring treatment in specialized medical institutions, as well as in case of detection of somatic decompensated and other diseases, at the stage of terminal complications, requiring outpatient palliative treatment at the place of residence;

- in case of emergency and threatened conditions, on transfer within the framework of the guaranteed volume of free medical care to urgent clinics in Astana, and in case of refusal - on the possibility of transfer to the departments of the clinic providing emergency medical care;

- in case of occurrence during the examination and treatment of unforeseen complications that threaten my health, I agree to change the nature of the treatment (including the scope of the surgical intervention), including the refusal to perform it, with subsequent informing me about it;

- the Center shall have the right, for a justified reason, to change a doctor with notification by telephone no later than 2 (two) hours before the time and date of the appointment, I confirm that I have the right to refuse the replacement by notifying the Center, or reschedule the appointment to another day/time as agreed with the Center, I will not have any claims against the Center due to the replacement of the doctor in these cases.

I am warned that non-compliance with the instructions (recommendations) of the Center (a medical worker providing a paid medical service), including the prescribed treatment regimen, may reduce the quality of the provided paid medical service, make it impossible to complete it on time or adversely affect the state of health. I hereby guarantee that I voluntarily, by my own will and in my interest, without any coercion, have chosen the types of paid medical services that I want to receive at the Center, I have familiarized myself with the current price list for paid medical and other paid services in the Center and agree to pay them in accordance with it, in the future I will not have any claims, both material and intangible, to the Center in connection with the collection of fees for the services.

I certify that I have read the text of this informed consent, signed it after an explanatory conversation, I understand its provisions, I give my consent to receive and pay for paid medical and other paid services at the Center, and confirm my consent to the Center for the collection, processing, transfer of necessary personal data, to the extent and in the manner in accordance with the legislation of the Republic of Kazakhstan.

This informed voluntary consent to the provision of paid medical services is received as an acceptance and is an integral part of the open (public) offer agreement for the provision of paid medical services, which is accepted by the Customer/Patient by joining the said Agreement as a whole without any conditions, exceptions and reservations.

I have received a copy of this Informed voluntary consent of the patient to the provision of paid services.

\_\_\_\_\_/\_\_\_\_\_  
(signature of the consumer/legal representative/customer, full name)

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