EMC
GROUP OF COMPANIES
EUROPEAN MEDICAL CENTER

JSC "European Medical Center"
АО «Европейский Медицинский Центр»
35, ul. Schepkina, Moscow, Russia, 129110
129110, Россия, Москва, ул. Щепкина, 35

Tel./тел.: +7 (495) 933 66 55
www.emcmos.ru
ОГРН 1027739031418

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

I. GENERAL PROVISIONS OF THE OFFERING

1. In accordance with Article 437 of the Civil Code of the Russian Federation(hereinafter also referred to as the CC RF) the present document is a public offer (an offer to any individual) of Joint Stock Company «European Medical Center» (hereinafter also referred to as "the Clinic" or "JSC "EMC")represented by Director General of MC Yanovsky Andrey Vladimirovich acting on the basis of Articles of Association to conclude a healthcare agreement under the terms specified in the Offer, section II.

2. Duration of the Offer: from 20, May, 2026 until official withdrawal or approval of a new version of the Offer.

3. Acceptance of the Offer: shall be done by submitting a Customer Statement in a due form (Customer Statement sample is placed on the official website of medical centers of the Clinic and on information stands in medical centers of the Clinic) by an individual willing to conclude a healthcare agreement (hereinafter referred to as the 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). The acceptance of the Offer (conclusion of the Agreement) can also be carried out by the Customer's implicative actions (placing an order for medical services and/or their payment, among other actions).

4. The list of services in accordance with the license of the Clinic, their cost (Price-List), Internal Rules of Conduct for Patients, their Accompanying Persons and other Visitors are publicly available and posted on the information boards and/or reception desks in medical centers of the Clinic, as well as on the official website of the Clinic: https://emcmos.ru/. Accepting the Offer (concluding the Agreement), the Customer and the Patient confirm that they have familiarized themselves with the information stated in this paragraph. The current version of the Price-List is an integral part of the Agreement.

5. By accepting the Offer, the Customer and the Patient also confirm that they have been notified of the possibility of receiving the relevant types and volumes of medical care free of charge within the framework of the program of state guarantees for the free provision of medical care to citizens (hereinafter referred to as the Compulsory Medical Insurance Program) and territorial programs of state guarantees for the free provision of medical care to citizens (hereinafter referred to as the Territorial Compulsory Medical Insurance Programs). The Compulsory Medical Insurance Program and Territorial Compulsory Medical Insurance Programs of all constituent entities of the Russian Federation can be found on the Official Internet Portal of Legal Information" (www.pravo.gov.ru). The Compulsory Medical Insurance Program can also be found on the official website of the Government of the Russian Federation (http://government.ru) and the official website of the Federal Compulsory Medical Insurance Fund (https://www.ffoms.gov.ru). The Territorial Compulsory Medical Insurance Program in Moscow can also be found on the official website of the Moscow Department of Health: https://mosgorzdrav.ru/, as well as on the official website of the Moscow City Compulsory Medical Insurance Fund: https://www.mgfoms.ru/. The Territorial Compulsory Medical Insurance Program in the Moscow Region can also be found on the official website of the Ministry of Health of the Moscow Region: https://mz.mosreg.ru/, as well as on the official website of the Territorial Compulsory Medical Insurance Fund of the Moscow Region: http://www.mofoms.ru/.

6. By accepting the Offer, the Client and the Patient also confirm their desire to order (purchase) and receive medical and related non-medical services at the Clinic on a paid basis in accordance with the agreement concluded under the terms and conditions set forth in Section II of the Offer. If, during the term of the Agreement, the Client and/or the Patient express a desire to receive medical care free of charge under the Compulsory Medical Insurance Program and/or Territorial Compulsory Medical Insurance Programs, the Client and/or the Patient are obligated to promptly notify the Clinic of this in writing.

7. 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,129110
- 15 bldg.1 Pravdy str., Moscow, Russia, 125040
- 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 JSC "EMC" (EN) at: https://www.emcmos.ru/en/zaklyuchenie-dogovora-s-emc/ (https://www.emcmos.ru/en/)
The most up-to-date version of the Offer is published on the web-site of JSC "EMC" (RU) at: https://www.emcmos.ru/zaklyuchenie-dogovora-s-emc/ (https://emcmos.ru/)

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" (OGRN: 1027739031418), address (location): 129110, Russian Federation, Moscow, st. Shchepkina, 35, registered by the State Institution Moscow Registration Chamber, entered into the Unified State Register of Legal Entities by the Interdistrict Inspectorate of the Ministry of the Russian Federation for Taxes and Duties No. 39 for the city of Moscow, which is confirmed by a certificate of entry in the Unified State Register of Legal Entities about a legal entity registered before July 1, 2002, on form series 77 number 007866897 dated July 31, 2002, holding a license to carry out medical activities No. L041-01137-77 / 00367630 (date of granting the license - November 26, 2020), issued by the Moscow Department of Health (issued

indefinitely) (https://mosgorzdrav.ru/). You can view a current extract from the license register on the official website of Roszdravnadzor: https://roszdravnadzor.gov.ru/services/licenses.

Banking details for payment of services:
Bank: CENTRAL BRANCH OF VTB BANK (PJSC)
account number 40702810719800000283
correspondent account 30101810145250000411
BIC (Bank Identification Code): 044525411

«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).

"Customer's Personal Account" / "Personal Balance" - funds deposited by the Customer to the Clinic to provide medical services to the Patient.

"The official website of the Clinic / Clinic Website" - a website on the Internet information and telecommunications network located at: "https://emcmos.ru/"**.**

"Parties" - the name of the Customer and the Clinic together, each of which can be individually referred to as a **"Party"**.

1. SUBJECT MATTER OF THE AGREEMENT

1.1. Under the Agreement, the Customer entrusts the Clinic with the provision of medical and related non-medical services (hereinafter collectively referred to as services, medical 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 medical services and related non-medical services rendered to the Patient.

1.2. The Clinic guarantees that the services provided under the Agreement comply with the requirements for diagnostic, preventive, and treatment methods allowed in the territory of the Russian Federation, and are provided based on a license issued by an authorized state body, as well as in accordance with the procedures and standards for providing medical care and clinical recommendations. The list of activities of the Clinic is indicated in the license for medical activities. The Patient and the Customer can familiarize themselves with the catalog of clinical recommendations on the official website of the Ministry of Health of Russia: https://cr.minzdrav.gov.ru/. The Patient and the Customer can familiarize themselves with current procedures and standards for providing medical care on the Official Internet Portal of Legal Information at: http://pravo.gov.ru/, as well as on information boards and/or reception desks at the addresses of the Clinic's 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 charging the money deposited by him to the account of Clinic for payment of the medical and/or non-medical services rendered to the Patient in the Clinic and also on redistribution of money for fee with the VAT or without the VAT at the current tax rate or payment for services, the sale of which is not subject to value added tax;
- if the Customer and the Patient are two different persons, the Customer confirms that that the agreement of his consent to the provision of services by the Clinic to the Patient on a reimbursable basiss is presumed, including in the case of particularly specialized medical care provided during night time.
- notified that failure to comply with the instructions (recommendations, appointments) of the Clinic (or medical professionals providing paid medical services), including the prescribed treatment regimen, may reduce the quality of the paid medical service provided, result in the inability to complete it on time, or adversely affect the patient's health;
- notified of the possibility of receiving medical care free of charge under the state guarantee program for the free provision of medical care to citizens and territorial programs of state guarantees for the free provision of medical care to citizens;
- notified that if they wish to continue treatment of a Patient staying at the Clinic in a medical organization of the state or municipal healthcare system free of charge within the framework of the Compulsory Medical Insurance Program and Territorial Compulsory Medical Insurance Programs (including in the event of sudden acute illnesses, conditions, exacerbation of chronic diseases requiring urgent medical intervention), they have the right to call an ambulance team (including a specialized one) to the address of the current location of the Patient (Patients) by telephone by 1) dialing the numbers "03", "103", "112" and (or) the telephone numbers of the medical organization providing emergency medical care, or 2) using short text messages (SMS) if technically feasible, for transportation to a medical organization of the state or municipal healthcare system. At the written request of the Client and/or the Patient, the Clinic may call an ambulance team. The Clinic also provides paid services for medical support and transportation of patients to third-party medical organizations of the state, municipal or private healthcare system under the terms and conditions stipulated by the Agreement.
- 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 and other 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 RESPONSIBILITIES OF THE PARTIES TO THE AGREEMENT AND THE PATIENT

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;
- 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;
- 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 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 obtainment of social tax deductions under p. 3 s. 1 art. 219 of the Tax Code of the Russian Federation upon the request;
- provide copies of medical documents upon request of the Patient or persons empowered by the Patient;
- observe medical confidentiality, as well as confidentiality conditions regarding personal (including, but not limited to: biometric) data of the Patient and the Customer;
- to bring to the attention of the Patient and the Customer the Rules for the provision of paid medical services by medical organizations, approved by Decree of the Government of the Russian Federation dated 11.05.2023 № 736, in a clear and accessible form;
- process personal data of the Patient and the Customer in accordance with Federal law dd.27.07.2006 No.152-FZ "On personal data".

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;
- comply with the instructions of the attending physician, the treatment regimen, including that determined for the period of their temporary incapacity for work, the internal regulations and rules of conduct established by the internal regulations of the Clinic and the regulatory legal acts of the Russian Federation, regularly perform personal sanitary and hygienic procedures aimed at maintaining their health and the sanitary and epidemiological 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 persons authorized by the CLinic;
- 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:

- Undertakes to pay on time for the services rendered to the Patient hereunder;
- 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;
- Undertakes 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;
- Undertakes to comply with the Internal Rules of Conduct;
- In cases when the insurance company of the Patient, refuses (regardless of the reason for the refusal) 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 himself.
- In the case of Patient care at an insurance company, the Customer undertakes to himself, before the Patient receives services, examine the terms of the Patient's insurance contract and the terms of the Patient's insurance program (hereinafter collectively referred to as the Insurance Terms), including, but not limited to: the amount of insurance coverage, the list of services covered by the insurance company and insured events, diseases, possible limitations and exclusions from insurance coverage, as well as check whether the insurance coverage is valid at the time the Patient receives services. The Customer also undertakes before the start of Patient receiving services: 1) to monitor changes in Insurance Terms and Coverage at the time the Patient receives such a service; 2) to provide the Clinic with up-to-date information in writing about Insurance Terms and Coverage and notify the Clinic in writing of any changes in Insurance Terms and Coverage. If the Customer is not a Patient, the Customer gives the Clinic assurances that he has all the necessary information to perform the duties provided for in this paragraph, and is notified that the Clinic relies on these assurances. If the Customer does not have such information, he is obliged to immediately notify the Clinic in writing before the Patient receives services.
- Undertakes to perform other duties stipulated by the Agreement.

2.4. When receiving healthcare services, the Patient is entitled to:

- Obtain healthcare services (medical aid);
- Choose the attending doctor from the medical staff of the Clinic;
- Refuse medical care at any time by notifying the Clinic in writing. In this case, the Client is obligated to pay the Clinic for the medical services actually rendered to the Patient;
- Receive, in a form accessible to them, available information about their health, including information on examination results, the presence of any disease, its diagnosis and prognosis, treatment methods, associated risks, possible medical intervention options, their consequences, and the results of treatment;
- The Patient has the right to refuse medical intervention. In cases where the Patient's condition does not allow them to express their will and medical intervention is urgent, the decision on its implementation in the Patient's best interests is made by a medical consultation, and in special cases, by the attending (duty) physician.
- Receive information about the qualifications and certification of the Clinic's specialists.

2.5. When rendering healthcare services, the Clinic is entitled to:

- Determine the duration of medical care, the scope of medical services, and the need for transfer to departments of a different specialty in accordance with the Patient's health status;
- In the event of sudden acute illnesses and/or conditions and/or exacerbation of chronic diseases, including those posing a threat to the life and/or health of the Patient, independently determine the scope of medical services (including tests, procedures, medical examinations, surgeries, and treatment with medications) necessary to establish a diagnosis, examination, and provision of medical care, including the diagnosis and treatment of such illnesses and/or conditions, and medical rehabilitation;
- Accept funds from a third party as fulfillment of the Client's obligation, unless the Client notifies the Clinic otherwise;

- If a Patient is late for an appointment by 10 (ten) minutes or more, the Clinic reserves the right to begin seeing the next patient and offer the late Patient a waiting period, or offer the Patient an appointment with another doctor or another specialist in the same specialty. If such an appointment is not possible, the Patient will be offered an appointment for a different date and time;
- In order to maintain the loyalty of Patients and Clients, implement loyalty programs (privilege programs) to encourage the use of the Clinic's services;
- Provide the Client with the option to pay for services (if technically feasible at the Clinic) using their biometric data and/or electronic payment methods (including on the Clinic's website);
- Use temperature measuring devices for visitors to the Clinic's buildings;
- With the written consent of the Patient (their legal representative), transfer their personal data to third parties (including legal entities) for the purposes set out in the Client's Application, the Patient's Application, and the Consent to the Processing of Personal Data;
- Conduct video surveillance to ensure the safety of visitors to the Clinic's buildings, including, but not limited to, the patient's room..

3. PROCEDURE OF RENDERING MEDICAL SERVICES

3.1. Medical 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.

3.1.1. 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 treatment, the amount and nature of medical services may be adjusted by the Clinic's specialists.

3.1.2. If, after the conclusion of the Agreement, the Patient's health condition changes (including for the worse), in particular, new diseases and/or conditions (including sudden acute ones) appear, or chronic diseases become aggravated, medical care in connection with such changes in health condition, in particular in connection with new diseases and/or conditions (including sudden acute ones), or exacerbation of chronic diseases, is provided on a paid basis in accordance with the terms of the Agreement.

3.2. The period for the provision of medical services is determined based on the scope of preventive, diagnostic and therapeutic measures stipulated by regulatory documents, taking into account the operating hours of the Clinic. Outpatient medical care is provided by the Clinic on the day of the request, unless otherwise established in the procedures and standards for medical care, and if the physician of the Patient's choice is available. Inpatient medical care is provided during the hospitalization period.

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 5 (five) calendar 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.

3.7. The Customer and other persons who are not employees of the Clinic and who intend to care for and/or monitor the Patient on a professional or non-professional basis while providing him with medical care at the Clinic must first review the Memo for nursing assistants, nurses and other persons accompanying the patient (instructing (informing) is conducted by a Clinic's employee) and sign for reviewing with its requirements. The Clinic has the right not to allow the Customer and other persons to care for and/or monitor the Patient until they receive a signature from them on reviewing with the requirements of such a Memo.

4. PROCEDURE OF MUTUAL SETTLEMENTS FOR HEALTHCARE SERVICES RENDERED

4.1. The list and price of medical services provided by the Clinic under the Agreement are provided in the Price List (hereinafter referred to as the Price List) valid on the date of provision of the medical service. Prices in the Price List are indicated in conventional units (unless otherwise specified in the Price List on the day of payment, 1 conventional unit is equal to 1 euro), all settlements under the Agreement are made in ruble equivalent at the internal exchange rate of the Clinic specified in the Price List on the day of payment. Payment under the Agreement is made by the Customer at the internal exchange rate of the Clinic valid on the day of payment. The Clinic has the right to establish different Price Lists for each of the medical centers. The Price List posted on the official website of the Clinic contains information on the cost of services in rubles on the current date. The patient also has the right to receive an estimate of the cost of the service in rubles on the date of application from the Clinic employees.

The cost of services at night (in particular the provision of specialized medical care) is higher according to the Price list, because such services are provided outside the operational time of the respective specialists.

4.2. At the time of conclusion 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 of the Clinic.

4.3. The Clinic has the right to change the Price List and the internal rate of the Clinic during the term of the Agreement. Information about changes in the cost of medical services, the internal rate of the Clinic, as well as the changed Price List are communicated to the Customer (and the Patient) by posting on the Internet, on the official website of the Clinic and on information boards in medical centers.

4.4. The Parties have the right, at the initiative of any of the Parties, to enter into an Addendum to the Agreement (hereinafter referred to as the Addendum), which provides for the list and price of services that must be provided to the Patient and paid for by the Customer. The Addendum is an integral part of the Agreement. In the absence of an Addendum between the Parties, the list and price of services that must be provided to the Patient and paid for by the Customer are determined by paragraphs 1.1., 4.1. – 4.3. of the Agreement and other applicable provisions of the Agreement.

4.4.1. The Clinic has the right to send a letter to the Customer's e-mail address specified in the Customer Statement, Patient Statement or Patient Record with the text of the Addendum attached, which is the Clinic's offer to conclude the Addendum on the terms specified in the Attachment to the letter.

The Customer accepts the said offer (enters into the Addendum) in any of the following ways: 1) by remaining silent in the form of failure to send written objections to the offer by reply letter within one (1) calendar day from the moment the offer was sent to the Customer (Cl. 2 of Art. 438 of the Civil Code of the Russian Federation); 2) by the Customer sending a free-format text message about acceptance of the offer and/or a photograph or scan of the Addendum signed by the Customer, to the Clinic's email address with the domain @emcmos.ru 3) by performing implicative actions in the form of payment for medical services specified in the offer and/or by the Patient's application to the Clinic to receive such services (Cl. 3 of Art. 438 of the Civil Code of the Russian Federation); 4) by any other way that allows establishing the Customer's consent to conclude an Addendum on the terms specified in the offer.

The Parties, in accordance with para. 2 of Clause 1 of Article 160 of the Civil Code of the Russian Federation, recognize the sending of an offer from an e-mail with the domain @emcmos.ru and acceptance (including in the form of a text message) from the Customer's e-mail, in a manner that allows for the reliable determination of the will of the Clinic/Customer to conclude the Addendum. In this regard, the requirement for the signature of the Clinic/Customer on the Addendum is considered fulfilled.

An Addendum may also be concluded in any other manner provided for by the legislation of the Russian Federation.

4.4.2. If the Customer refuses to accept the offer to conclude an Addendum and the Patient continues to receive services from the Clinic, the list and price of services that must be provided to the Patient and paid for by the Customer are determined by Clauses 1.1., 4.1. – 4.3. of the Agreement and other applicable provisions of the Agreement.

4.4.3. The list of services provided for in the Addendum is compiled without taking into account the specifics of a particular case and is based on a statistical analysis of typical expenses for a given presumptive diagnosis. If there are medical indications, the Clinic has the right to provide the Patient with services not provided for in the Addendum, without drawing up an Addendum to the Agreement and/or the Addendum, or a new agreement indicating specific services and their

cost, and the Customer undertakes to pay for such services at the prices provided for in the Agreement and the Price List, within the time frames and in the manner established by the Agreement.

4.4.4. The services provided for in the Addendum may not be provided to the Patient in whole or in part if a change in the Patient's health condition after the conclusion of the Addendum prevents the provision of such services. The further use of funds paid towards the cost of such services is regulated by Cl. 4.21 of the Agreement.

4.4.5. The Clinic is obliged to notify the Customer and/or the Patient of the need to provide services not provided for by the Addendum concluded by the Parties on a reimbursable basis, only if such services are not provided for by the Agreement.

4.4.6. In the event of continuation of the Patient's treatment at the Clinic after termination (for any reason, including due to proper performance) of the Addendum, the services shall be provided by the Clinic and paid for by the Customer in the manner and under the conditions stipulated by the Agreement, the list and price of services that must be provided to the Patient and paid for by the Customer shall be determined by paragraphs 4.1. – 4.3. of the Agreement and other applicable provisions of the Agreement. This provision also applies in the event that the Parties have entered into an Addendum for the provision of services to the Patient in hospital environment, and after its execution, the Patient's hospitalization continues.

4.4.7. The continuation of the Patient's stay in the Clinic's hospital after the termination of the Addendum shall constitute the consent of the Patient and the Customer to continue providing services to the Patient and payment for them by the Customer under the terms stipulated by the Agreement.

4.4.8. The Parties have the right to enter into an unlimited number of Addenda.

4.5. Unless otherwise provided by the Agreement, the Client is obliged to pay the Clinic for any outpatient medical services in full strictly prior to their actual provision or under the terms of Pre-Authorization, with the exception of cases of medical procedures, laboratory and diagnostic tests during an appointment/consultation/examination with a doctor.

4.5.1. If the services actually rendered to the Patient were not paid for by the Customer before the start of their actual rendering or under the terms of Pre-authorization and/or the amount paid by the Customer or the Pre-authorization amount is insufficient to fully pay for all services rendered, the Customer is obliged to pay for such services in full on the day of their actual rendering, before the Patient leaves the Clinic premises.

4.5.2. The Parties agree that if the Patient was scheduled for an appointment, examination, or consultation with a doctor on a specific date and time and did not show up for such an appointment, examination, or consultation without notifying the Clinic of this 24 (twenty-four) hours prior to the start of the provision of such service in accordance with the appointment, then the provision of such service is impossible due to the fault of the Patient (clause 2, Article 781 of the Civil Code of the Russian Federation), in connection with which the service is subject to payment in full, and the funds paid by the Customer towards the payment for such service are not refunded (including for food services (if applicable)).

4.5.3. If the Patient's failure to appear for an appointment, examination, or consultation by prior appointment is due to force majeure circumstances specified in Clause 5.5 of the Agreement, which are confirmed by relevant documents from the competent authorities, then Clause 4.5.2 of the Agreement shall not apply, and the Client is obligated to reimburse the Clinic for its actual expenses incurred. The funds paid by the Client for such service shall be returned to the Client upon his written request in the manner prescribed by paragraph 4.22. of the Agreement, less the actual expenses incurred by the Clinic. Clinic's price list includes, among other things, additional tariffs and increasing coefficients to the cost of services provided by the Clinic, related to the specifics of the provision of such services, including the time of provision of the service, the duration of the provision of the service, the unscheduled nature of the provision of the service, and the specifics of the provision of the service.

4.6. The Clinic's price list includes an increasing coefficient to the cost of the Patient's stay in the hospital in the event of the Patient's violation of the Internal Internal Regulations and Conduct, including smoking/use of tobacco and other smoking products; damage to the property of JSC "EMC".

4.7. The Clinic's price list includes, among other things, complex medical services (hereinafter referred to as the "Complex Service"), which may include several identical services or several different ones. The comprehensive nature follows from the name of the relevant service. When purchasing a complex service, the Clinic undertakes, during the implementation period of the complex service, at the request of the Customer and (or) the Patient, to provide the Patient with the services included in the complex service.

4.7.1. The relations of the Parties for the purchase and performance of any Complex Service are of a subscription nature and are regulated by Article 429.4. of the Civil Code of the Russian Federation, in connection with which the Agreement regarding Complex Services is a subscription (Agreement with performance on demand).

4.7.2. The term of providing of the complex service is 6 (six) months, unless another term of provision is specified in its name in the Price List of the Clinic, and is calculated started from the moment of the Complex Service full payment by the Customer. After expiration of the Complex Service provision period the Clinic's obligations to provide complex services are considered fulfilled, regardless of whether performance was requested (provision of all or part of the services included in the Complex Service), as a result of which the Customer's refusal of the Complex Service after the expiration of its provision period is impossible, and a refund of funds is not implemented.

4.7.3. Due to the fact that the cost of a complex service is lower than if the Customer purchased the services included in it separately (providing a discount to the Customer), by purchasing the complex service, the Customer guarantees and assures the Clinic that he understands the aleatory (risky) nature of this transaction for himself (possible non-exhaustion of all services included as part of a Complex Service, during the period of its provision), and for the Clinic (providing medical services in a larger volume, but for a lower fee).

4.7.4. In case of refusal of the services included in the Complex service before the expiration date, but after any (even one) service has been provided as part of the Complex Service, it is considered that the Customer has refused the discount provided to him, and therefore the refund of the remaining funds is made after recalculating the cost of the services actually provided in accordance with the Clinic's Price List, as if such services were purchased separately (not as part of a Complex Service).

4.7.5. The terms of the Complex Service also apply to complex preoperative examinations/studies carried out by the Clinic, agreements on joining Medical Services Programs, and Check-up Programs.

4.8. The cost of medical procedures performed both on an outpatient basis and within the hospital does not include the cost of using materials and medicines consumed during their performance: they are paid separately at the prices provided in the Price List of the Clinic. The cost of using such materials and (or) medicines may be agreed by the Clinic with the Customer by:

a) Conclusion by the Parties of an Addendum in accordance with clause 4.4.1. of the Agreement;

and (or)

b) accepting the Customer's estimate for the provision of medical services;

and (or)

c) accepting by the Customer of the services provided in accordance with the procedure provided for in clauses 3.5. and (or) 4.23., 4.23.1. of the Agreement (the cost of using materials and medicines is specified in the payment details act of the services and (or) the Act of medical services provision). If the Customer submits claims regarding the quality and volume of services provided in response to the payment details act of services, the Act of Medical Services Provision, without specifying disagreement with the cost of using consumables and medicines, the cost specified in the payment details act is considered agreed by the Customer;

and (or)

d) payment by the Customer for the use of consumables and medicines at the cost indicated by the Clinic in Addendum, estimates, invoices, payment details, and Act of Medical Services Provision (in this case, it is considered that the cost was agreed by the Customer by performing implied-in-fact actions).

4.9. The cost of appointment (examination, consultation) of a doctor of any direction does not include the cost of diagnostic, laboratory tests, or medical manipulations performed during the appointment. They are paid separately, according to the prices provided in the Clinic Price List.

4.10. In case of medical services provision on in-patient basis (hospitalization), payment (the Personal Balance replenishment) is carried out strictly before the start of hospitalization, including, but not exclusively, through Preauthorization, in the following amount:

4.10.1. In case of planned hospitalization (except the Center of medical rehabilitation) – for 100% (one hundred percent) of the cost of medical services to be rendered according to the Addendum.

4.10.2. In case of planned hospitalization to the Center of medical rehabilitation – for no less than 9 000 (nine thousand) conventional units.

4.10.3. In case of unscheduled hospitalization of therapeutic and surgical profile (except cardiosurgical, pediatric general surgical) – for no less than 10 000 (ten thousand) conventional units.

4.10.4. In case of unscheduled hospitalization of cardiosurgical profile – for no less than 20 000 (twenty thousand) conventional units.

4.10.5. In case of unscheduled hospitalization of pediatric therapeutic profile and pediatric general surgical profile – for no less than 5 000 (five thousand) conventional units.

4.10.6. In case of unplanned hospitalization in hospital of perinatal (prenatal; pregnancy-related conditions, in cases involving threatened premature birth) profile – for no less than 5 000 (five thousand) conventional units;

4.10.7. In case of unplanned hospitalization in hospital of perinatal ((prenatal; pregnancy-related conditions, in cases except threatened premature birth) profile – for no less than 3 000 (Three thousand) conventional units;

4.10.8. In case of unplanned hospitalization in day hospital of perinatal (prenatal; pregnancy-related condition) profile – for no less than 1000 (One thousand) conventional units;

4.10.9. The Clinic employees calculate the amount of the Personal Balance replenishment in rubles at the date of fund depositing at the time of the Patient request.
If, because of services provision, the Personal Balance is completely exhausted, payment for subsequent services under the Agreement is made by replenishing the Personal Balance before the start of new services provision.

4.11. During the Patient's treatment in the Clinic's in-patient department, the Customer undertakes not only to pay the cost of services on time, but also to replenish the Personal Balance to the minimum amounts agreed upon in this Agreement or in the Addendum of medical expenses, when reducing the size of the Personal Balance to 1,000 (one thousand) conventional units. The Addendum takes precedence over the minimum size of the Personal Balance in case of a discrepancy between them.

4.12. 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.

4.13. A parent (other 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.

4.14. 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.

4.15. Unless otherwise provided herein, final settlement for the rendered services shall be done upon discharge of the Patient from hospital prior the moment the Patient (Customer) leaves the Clinic`s territory. If the Agreement provides the Personal Balance replenishment, the Customer replenish the Personal Balance in any form and at any time before rendering of corresponding Services.

4.16. In case when the Patient fails to show up for the scheduled hospitalization according to the appointment, or fails to notify the Clinic on cancellation of the hospitalization 24 (twenty-four) hours prior such appointment, the Clinic holds 50 euros from the Customer`s Personal account of such Patient as compensation for the expenses actually incurred in preparing such hospitalization.

4.17. When providing medical services in implantology, cosmetology (if the cost of the services provided exceeds 1,000 (one thousand) conventional units), prosthetics and orthodontic treatment, the Customer undertakes to top up the Personal Balance in the amount of 50% of the cost of the services to be provided, calculated in accordance with the Addendum within three days from the date of conclusion of the Addendum and strictly before the start of the provision of such medical services. Funds deposited into the Customer's Personal Account are taken into account as payment for services subsequently provided to the Patient. The final payment is made on the day the services are completed.

4.18. In case of conclusion of the Addendum for scheduled outpatient surgical interventions, chemotherapy, blood transfusion, the Customer replenishes the Personal Balance for 100% (one hundred percent) of the cost of medical services according to the Addendum strictly before the medical services provision.

4.19. The funds replenished to the Customer's Personal Account in the amount of to be provided services cost are hold at the Customer's Personal Account until the end of the services provision. Based on the results of the provision of services, the funds are debited from the Customer's Personal Account.

4.19.1. Funds replenished to the Customer's Personal Account in rubles are accepted for payment at the Clinic's internal exchange rate current on the day of deposit. In case of repeated depositing of funds to the Customer's Personal Account on different dates, funds are debited to pay for the services rendered in chronological order.

4.20. When medical services, which require purchase of medicines and/or supplies by Clinic, are rendered to the Patient, the medicines and/or supplies are paid by the Customer by the replenishing his Personal Balance strictly before the start of actual provision of the services to the Patient.
In case where Patient refuse for the medical services for provision of which the Clinic has already purchased medicines and/or supplies, the cost of such medicines/supplies is considered as the actual expenses incurred by the Clinic, which must be compensated by the Customer, and is not refunded to the Customer.
If, after the Clinic has purchased medicines and/or supplies for the provision of medical services to the Patient, circumstances arise for which neither Party is responsible and in connection with which such medications and/or consumables cannot be used to provide medical services to the Patient, the cost of such medicines and/or supplies shall be recognized as actually incurred expenses of the Contractor, which must be reimbursed by the Customer, and shall not be returned to the Customer.

4.21. In case the funds in the Customer's Personal Account were not entirely spent, the Clinic:
- upon written request from the Customer, and if the latter presents his passport, returns 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 are deemed as funds replenished into the Customer's Personal Account 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).

4.22. Rendered services under the Agreement are accepted by the Act of medical services provision. 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 are considered accepted by the Customer and the Act of medical services provision is signed by the Clinic unilaterally.
The Clinic has a right to send additionally Act of medical services provision 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) calender day period since the moment of email direction to the Customer – such services are considered 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.

4.22.1. In case of avoidance and/or 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.

4.23. Acceptance of services under the Agreement is documented by a Certificate of Medical Services Rendered. This Certificate, upon the Client's request, will be hand-delivered to the Client at any reception desk in the Clinic's medical centers. If the Client fails to request a Certificate of Medical Services Rendered, or if no

written, reasoned objections are submitted regarding the medical services rendered within 7 (seven) calendar days from the date of rendering of services under the Agreement, such services are deemed accepted by the Client in full, and the Certificate of Medical Services Rendered will be unilaterally signed by the Clinic. The Clinic has the right to additionally send the Certificate of Medical Services Rendered: 1) to the Client's email address specified in the Client Application, Patient Application, or Patient Questionnaire, and/or 2) to the Patient's Personal Account created in accordance with Section 8 of the Offer. If the Client fails to send written, reasoned objections to the submitted Medical Services Report by reply within 7 (seven) calendar days of the Medical Services Report being sent to the Client by email and/or the Medical Services Report being posted in the Patient's Personal Account, such services are considered accepted by the Client in full.

The listed methods for receiving the Medical Services Report/acceptance of medical services are equivalent.

4.23.1. In the event of evasion and/or refusal to sign the Medical Services Report without providing a reason for the refusal or the absence of the Patient, Client, or other authorized person at the end of the service, the Report will be signed unilaterally by the Clinic, and the services will be considered rendered and accepted by the Client/Patient in full.

4.23.2. The provision of services may also be confirmed by medical documentation.

4.24. 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 the third parties.

4.25. If the Customer has outstanding debt before the Clinic under other agreements on provision of services, the Clinic is entitled to set off unused funds deposited in the Customer's Personal Account against debt of the Customer before the Clinic.

4.26. 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 acquires 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 pays 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.

4.27. 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.

4.28. 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, including the Clinic website, the Clinic has the right to make payment by means of using of an image of the Customer`s bank card.

4.29. 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.

4.30. If needes a refund of unused Customer's funds, 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 (three) 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/or 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 accounts, expenses for bank`s commission for such refund should be borne by the Customer (or the person with the Customer`s rights).

4.31. At the request of the Patient and/or any of the parties to the Agreement, an estimate for the provision of services (estimate of medical expenses) may be prepared.

4.31.1 The Clinic has the right to send an estimate for the provision of services to the Customer's e-mail. If the Customer does not send an objection to the submitted estimate for the provision of services by reply letter within 1 (one) calendar day from the moment the estimate for the provision of services is sent to the Customer, such estimate is considered accepted by the Customer in full and is subject to payment.

4.31.2 All estimates for the provision of services by the Clinic are approximate, unless otherwise expressly stated in the estimate. The final invoice for services rendered may differ from the estimate.

4.31.3 In case of continuation of the Patient's treatment in the Clinic after the estimate has been fulfilled, the services are rendered by the Clinic and paid for by the Customer in the manner and on the terms stipulated by the Agreement, the list and price of the services to be rendered to the Patient and paid for by the Customer are determined by paragraphs 4.1. - 4.3. of the Agreement and other applicable provisions of the Agreement. This provision shall also apply in the event that the Parties have agreed on the estimate for the provision of services to the Patient in a hospital setting, and after its fulfillment, the Patient's hospitalization continues.

4.31.4 Continuation of the Patient's stay in the Clinic's hospital after the estimate has been fulfilled shall be the consent of the Patient and the Customer to continue rendering services to the Patient and their payment by the Customer on the terms stipulated by the Agreement.

4.32. Any individual has the right to purchase bearer Gift Certificates (hereinafter referred to as Certificates) from the Clinic.

4.33. The Certificate is issued by the Clinic to the person purchasing the certificate (hereinafter referred to as the Certificate Acquirer) after the Acquirer pays the full cost of the Certificate.

4.34. The Certificate can be purchased by the Acquirer on the Clinic's Website at https://www.emcmos.ru/programs_and_services/programs/podarochnyy-sertifikat/, either by sending an application for a Certificate to the Clinic in any form, or by directly contacting any of the Clinic's medical centers specified in clause 6 of the General Terms of the Offer.

4.35. The Certificate is issued by the Clinic to the Acquirer at his request in paper form in the original or in electronic form by sending it to the email address specified by the Acquirer when purchasing the Certificate.

4.36. The Acquirer has the right to transfer the Certificate to any one person (hereinafter referred to as the Certificate User) or to identify the User of the certificate upon its purchase. The User has the right, upon request, to receive medical services from the Clinic with a total cost not exceeding that specified in the Certificate (hereinafter referred to as the Nominal Value of the Certificate), after the User submits the original Certificate to the Clinic or presents the electronic Certificate to the Clinic in printed form.

4.37. Medical services based on the Certificate can be provided exclusively to the User. The User who presented the Certificate to the Clinic, or who was determined by the Acquirer when purchasing the Certificate, does not have the right to transfer the Certificate to any other person (including the Acquirer). The original Certificate given to the Clinic cannot be returned to the User and/or the Acquirer. The electronic Certificate presented by the User in printed form cannot be re-presented to the Clinic by other persons. The Acquirer does not have the right to change the User of the Certificate (regardless of the consent of the original User) or transfer the Certificate to several persons.

4.38. The cost of the Certificate is equal to the Nominal value of the certificate. The Acquirer has the right to purchase a certificate with any Nominal Value, but when purchasing Certificates on the Clinic's Website, the Acquirer has the right to purchase a Certificate only with the Nominal Value indicated on the Website. The cost and Nominal Value of the Certificate are indicated in conventional units. The exchange rate of conventional units and the procedure for paying the cost of Certificates are determined according to the rules set out in clause 4.1. of the Offer.

4.39. Medical services are provided to the User on the terms specified in the Offer. The User has the rights and responsibilities set forth in the Patient's Offer. By purchasing the Certificate, the Acquirer confirms that he has read and agrees with the terms of the Offer, the price list of JSC "EMC", the working hours and internal regulations of JSC "EMC", and undertakes to inform the User with the contents of all specified documents. By presenting the Certificate to the Clinic and/or receiving at least one service based on the Certificate, the User confirms that he has read and agrees to the terms of the above documents.

4.40. The User has the right to receive services based on the Certificate during the entire Period of Validity of the Certificate, which is 6 (six) months from the date of payment by the Acquirer of the full cost of the Certificate. Upon expiration of the Certificate and/or from the moment the Clinic provides services to the User with a value equal to the Nominal Value of the Certificate (depending on which of these events occurs earlier), further services are provided by the Clinic to the User on the basis of a Agreement concluded separately with the User or another person. At the end of the Certificate's Validity Period, the User is not entitled

to receive services based on the Certificate, including if by the time the Certificate expires they have not received services for the full amount of the Certificate's Nominal Value or the provision of services based on the Certificate has not been requested at all. The validity period of the Certificate may be extended by written agreement between the Clinic and the Acquirer.

4.41. From the moment the Acquirer pays for the Certificate, the Acquirer and/or the User are not entitled to demand a refund of the funds paid by the Acquirer for the purchase of the Certificate, including if during the Period of Validity of the Certificate the User has not received services for the full amount of the Nominal Value of the Certificate or the services provision, based on the Certificate, has not been requested by the User at all.

4.42. Due to the fact that the Certificates are bearer, the Acquirer is notified and agrees that he will not be able to receive a social tax deduction from the funds paid for the purchase of the Certificate in accordance with subparagraph 3 of paragraph 1 of Article 219 of the Tax Code of the Russian Federation, and the Acquirer will not be provided with any information about the services received by the User from the Clinic. The amount of the remaining Nominal value of the Certificate, including acts, invoices, details, addendums, estimates and other documents for the services provided to the User, will not be sent. By purchasing the Certificate, the Acquirer confirms that he has not and will not have any claims against the Clinic in connection with the circumstances specified in this paragraph.

4.43. When executing this Agreement, the Customer undertakes to bear all expenses (commissions, taxes, fees, any other expenses) of both Parties associated with the fulfillment of obligations under the Agreement, independently and at its own expense, including: expenses for the fulfillment of obligations under the Agreement and expenses for the acceptance of the fulfillment of obligations under the Agreement (including the Clinic's expenses for receiving payment from the Customer and/or other persons for services rendered to the Patient under the Agreement). The expenses specified in this clause are not included in the cost of services and are paid by the Customer separately.

4.44. 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;
- violation by the Customer and (or) other persons who are not employees of the Clinic, who provided care and (or) supervision of the Patient on a professional or non-professional basis during the provision of medical care to him at the Clinic, the requirements of the internal regulations and (or) the Memo specified in clause 3.7. of the Agreement.

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 Customer's Personal Account funds exhaustion – send a notice about exhaustion and/or 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 obligatory replenishment the funds into the Customer's Personal Account strictly before the start of medical services provision;
- 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, epiphytotics, 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 establish the following contractual jurisdiction for all disputes and disagreements that may arise under or in connection with the Agreement:

- 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. The Parties (the Customer and the Clinic) are entitled to terminate or amend the Agreement and/or any additional agreements to it without the consent of the Patient.

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 ant he 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.

8.10. The Parties agree that if the Client and the Patient are two different individuals, the Client is deemed to have read any information posted in the Patient's Personal Account (including Medical Services Reports) from the moment it is posted in the Patient's Personal Account. The Clinic shall bear no liability if the Patient fails to provide the Client with information posted in the Patient's Personal Account.

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. After the provision of medical services, medical documents (copies of medical documents, extracts from medical documents) reflecting the consumer's state of health after receiving paid medical services, including information on the results of examination, diagnosis, treatment methods, medicines and medical devices used in the provision of paid medical services, are issued to the patient (the patient's legal representative) by the Clinic upon written request, in accordance with the procedure and within the time limits established by the Rules of Internal Regulations and Conduct for obtaining medical documents, copies of them, extracts from them (section "III. THE PROCEDURE FOR REVIEWING INFORMATION ABOUT THE STATE OF HEALTH”)

9.3. The Parties agree that this Agreement is not a framework Agreement, contains all the essential terms of the agreement, the condition on the subject of the agreement is agreed by the Parties in paragraphs 1.1. and 4.1. of the Agreement.

9.4. Unless otherwise explicitly stated in the text of the Agreement, the use of the words "including", "in particular" (or similar expressions) does not imply any restrictions.

9.5. The use of the conjunction “and/or” in the text of the Agreement indicates the possibility of both the simultaneous presence of several options separated by such a conjunction, and the choice of only one of them (“one or the other, or both together”).

9.6. In all other matters not governed by the Agreement, the Parties shall be guided by the effective legislation of the Russian Federation.

9.7. Legally significant messages related to the emergence, modification, or termination of contractual obligations, as well as other documents required for debt collection through legal proceedings, shall be sent by the parties as follows:

- Messages addressed to the Clinic shall be sent by the Client and/or the Patient only to email addresses with the @emcmos.ru domain (except emccare@emcmos.ru);
- Messages addressed to the Patient and/or the Client shall be sent by the Clinic to the email addresses specified in the Client's Application, Patient Application, or Patient Questionnaire.

The parties agree that this method of delivery is sufficient and does not require the sending of additional letters via courier delivery services, Russian Post, or other lawful method of delivery.

Legally significant messages sent by email to the addresses specified in this clause of the Agreement shall be deemed delivered to the addressee on the day they are sent by the sender. Such messages are considered delivered even in cases where, due to circumstances beyond the sender's control, they were not delivered to the addressee or the addressee did not read them.

9.7.1. The Customer, the Patient guarantees that third parties do not have access to email addresses, telephone numbers, which the Customer, the Patient indicated in their data in the Customer`s and Patient`s Statements, other documents provided to the Clinic, the Customer, the Patient communicate with the Clinic through these contacts only personally, by their own forces. In case of loss of access to contacts, the Customer, the Patient shall be obliged to inform the Clinic in writing on the day of occurrence of the relevant circumstance. At the next personal visit to the Clinic, the Customer and the Patient shall make an application for data correction.

9.8. The Agreement includes the conditions of, set forth in the current 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.

If the Offer is posted by the Clinic in several languages, then in the event of a discrepancy between the texts, preference is given to the interpretation in accordance with the Russian version of the Offer text.

9.9. 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.