

## PUBLIC OFFER

**Hereby Medicina JSC makes you an offer to conclude an agreement for the provision by Medicina Joint-Stock Company (Medicina JSC) of outpatient services, dental health services, ambulance services and domiciliary care. Below are the terms and conditions of the proposed Agreement:**

### 1. Subject of the Agreement

1.1. The Customer hereby instructs and Medicina JSC (“the Company”) shall assume the obligations to provide ambulance, outpatient and hospital, dental health services and domiciliary care to the Customer and the members of his/her family named in the **Client List** – Annex 1 hereto (hereinafter referred to as “the Clients”).

### 2. Obligations of the Parties

2.1. The Customer shall:

2.1.1. Familiarize the Clients with the Information on the Terms and Conditions for provision of medical and outpatient services by Medicina JSC (Annex No. 5 hereto).

2.1.2. Ensure timely payment of the total amount as set forth by Clause 3.1 hereof.

2.1.3. Concurrently with the execution of the Agreement hereunder the Customer shall provide

to the Company printed lists of Clients in alphabetical order who receive the services in accordance with this Agreement as specified by the Annex No. 1 (**Client List**) with the documents provided by each Client as follows:

- Confirmation of the Clients’ familiarization with the Information on the Terms and Conditions for provision of medical and outpatient services by Medicina JSC;

- Clients’ consent for processing of personal information - Service agreement

2.1.4. Produce plastic pass cards when entering and exiting from the Medicina JSC Clinic and to administrators when making appointments with medical specialists.

2.1.5. Familiarize themselves with the following information and documents:

- State Registration Certificate;

- License for Medical Services Provision;

- Working hours of the Clinic;

- Price list;

- Information on discount system of Medicina JSC;

- Information on qualification and certification of specialists;

- Rules for provision of paid medical services to the general public (the folder “Information on Consumer Rights Protection” is provided on demand);

- other documents pursuant to provisions of the Law of the Russian Federation dated February 7, 1992

No. 2300-1 “On Consumer Rights Protection” and “Fundamentals of Health Protection in the Russian Federation” dated July 22, 1993 No. 5487-1 (the folder “Information on Consumer Rights Protection” is provided on demand).

2.2. The Company shall:

2.2.1. Provide the Client with the plastic pass card containing information on the contractual Client in a day after assigning the Client and payment at the cashier’s desk of the Company.

In case of loss or theft of the pass card, change of family name, incorrect information on the Client provided by the Customer or replacement of the pass a new pass shall be issued for additional fee (per the Company's tariffs).

2.2.2. Provide 24-hour medical services to the Customer within the Moscow Ring Road (MKAD) and districts adjacent to MKAD, excluding Zelenograd and new areas which are part of Moscow from July 1, 2012), Telephone number: (495) 229-00-03, using specialized transport vehicles (if covered by the List of Services).

When the rapid response team is unavailable at the time of emergency call the patient may be referred to "03" emergency aid. The rapid response team will contact the patient to have the update on his/her state and to get to know about the necessity of such call.

2.2.3. Provide domiciliary medical services by a doctor in the territory of Moscow within the Moscow Ring Road (MKAD) and the districts adjacent to MKAD (excluding Zelenograd and new areas, included in Moscow as of July 01, 2012), (if included in the List of Services).

2.2.4. Provide required outpatient services on medical indications in accordance with Annex No. 3 (depending on the contractual program) - the List of Medical Services provided by Medicina JSC.

The services shall be provided to patients in accordance with the Moscow City Medical Standards for Provision of Diagnostic Consultation Services to Adults pursuant to the Order of the Government of Moscow, Healthcare Committee dated March 22, 2000, No. 110 and in accordance with the guidelines, governing medical assistance to children.

2.2.5. Conduct periodic medical examination of the Clients of the Customer as prescribed by the regulatory documents of the Ministry of Healthcare of the Russian Federation in outpatient setting.

2.2.6. When recommended by the specialists of the Company, engage for examination and consultations of the Customer's Clients doctors and candidates of medical sciences.

2.2.7. Give the Client the right to change the attending physician for good reason and (for female patients) the right to change the primary care gynecologist for one time. For this purpose the Client should file the application in the name of the Director of Medical Service specifying the reason for the change of the attending physician. The application shall be considered within ten days.

2.2.8. Issue medical sick leave certificates and other medical documents of the corresponding form in accordance with the regulatory documents of the Ministry of Healthcare and Social Development of the Russian Federation.

2.2.9. Issue payment documents to the Clients for inpatient care services and in cases when the Customer covers expenses for such services.

2.2.10. Provide the Clients with inpatient treatment, covering admission to Medicina JSC Clinic by an instruction of an attending physician of the Company in case of medical indications as set forth by clause 5.1 hereof.

Provision of outpatient care during inpatient treatment is suspended on medical indications in accordance with the Inpatient Treatment Regulations (Rules).

The services shall be provided to patients in accordance with the Moscow City Medical Standards for Provision of Diagnostic Consultation Services to Adults in case of inpatient treatment pursuant to the Order of the Government of Moscow, Healthcare Committee dated December 13, 1998, No. 686.

2.2.11. When hospitalization for inpatient treatment of the Company is impossible, the hospitalization at the Inpatient Departments will be provided based on compulsory health insurance.

2.2.12. The Agreement does not cover treatment of diseases specified in Annex No. 4 hereto - List of diseases inadvisable for conclusion of medical services contract or causing contract termination.

Should such diseases as oncological diseases, malignant tumors of lymphoid tissue, blood-forming tissue and similar tissues, benign epilepsy is diagnosed during effective term of the Agreement, the Agreement shall be valid till expiration hereof (and the services related to the diagnosis and treatment of this oncology disease are not provided).

Infertility treatment, IVF (ICSI), and prenatal care require separate (specific) contracts.

2.2.13. Deliver to the client upon request detailed list of services provided and the cost thereof in accordance with the effective price list.

### **3. Prices and Calculations**

3.1. The Parties have agreed on the prices for medical aid provided by the Company under the Agreement for one Client in accordance with the applicable rates specified in Annex No. 2.

3.2 The amount specified in p. 3.1 shall be remitted by the Customer against an invoice as a lump sum to the account of the Company within 7 bank days from the date of the invoice.

3.3 The prices defined in p. 3.1 of this Agreement shall not be subject to review by the Company and by the Customer during validity term of the Agreement, if applicable towards the Clients listed in Annex No. 1 - Clients List, in accordance with the terms and conditions of p. 3.2 hereof, and no payments are refunded, including in cases when Clients terminate their accession within validity term of the Agreement, unless the Parties agree otherwise.

The Parties hereby agree that if the cost of effectively provided services exceeds the cost of annual services under this Agreement by three times per Client (p. 3.1 hereof), the cost of services provided in excess of the three fold cost of the annual services, shall be paid as follows:

- the services listed in the annual services list are provided to the Client with a discount of 50% of the Price List, effective on the date of the service;
- the services, other than listed in the annual services list, are provided to the Client with a discount of 10% of the Price List, effective on the date of the service (but for the cost of precious metal for dental purposes);

The payment for medical services shall be 100% advance payment.

3.4. The services outside the scope of this Agreement shall be paid for either by remitting the funds to the settlement account of the Company or by delivering the funds to the cash office of the Company against an advance invoice before provision of medical services.

The prices set out in Clause 3.1 hereof shall not be reviewed by the Company and the Customer during the effective term of the Agreement.

3.5. When the agreement is renewed for the following year prior to expiration of this Agreement (Clause 4.1) or within one month after expiration of this Agreement, the Company shall offer the Customer a special price in accordance with the rates applicable on the date of a new Agreement execution.

### **4. Effective Term of the Agreement**

4.1. This Agreement shall become effective 3 days after transfer of the funds to the settlement account or payment at the cashier's desk of the Company and provision by the Customer of Annex No. 1 - the Clients List in alphabetical order and shall be valid during the period specified in the Client List.

4.2 The validity of this Agreement may be suspended due to circumstances beyond the Parties' control (force majeure, i.e. acts of government authorities and administration, hostilities, etc.).

4.3. This Agreement may be terminated before its expiration date:

4.3.1. By mutual consent of the Parties hereto.

4.3.2. In case of non-performance or improper performance of obligations under the Agreement assumed by the Parties. In such case the affected Party shall notify the other Party in writing of relationship termination under the Agreement not later than 30 days giving the reason for such termination.

In case of termination of the Agreement the Customer shall inform the Company in writing (by application) of the intention to terminate the Agreement. At the same time the period for consideration of the application is 15 days from the date of its registration at the Company's administrative office.

4.4. In case the effective term of the Agreement has expired and the term of the Agreement for contracted Clients has not yet expired, then the Parties shall have their assumed obligations valid for the period up to termination of servicing of the last Client/Clients.

## 5. Special Provisions

5.1. Emergency and scheduled hospitalization at the Inpatient Department of Medicina JSC shall be made under a separate Agreement with the security payment made in accordance with Clause 3.1 hereof.

Security deposit shall be defined as follows:

- for patients with therapeutic nosology - RUR 160,000, emergency therapeutic hospitalization - RUR 80,000;
- for patients with surgical nosology - RUR 190,000;
- for patients with acute appendicitis - RUR 225,000;
- for patients of the Intensive Care Unit - RUR 225,000;

**Final settlements for treatment in the inpatient Department shall be made on the date of release of the Client from the Clinic based on the Price List of the Company effective on the date of services.**

5.2. This Agreement shall envisage pregnant women monitoring only up to eight weeks. The Agreement within the extent of services applicable towards any specific Client shall terminate at the end of the last day of the eighth week of pregnancy, as defined in accordance with the opinion of a specialist.

Based on p. 5.8, the Agreement shall also terminate in accordance with this point if the Client, abusing the powers provided under p. 5.8 hereof, suspends (freezes) the Agreement at a later stage of pregnancy, without notifying the Company that its term would be exceeded.

5.3. The Company has the resources to provide to the Customer's Clients services at the Department of Family Medicine from 15 years of age. Such services shall include:

- priority medical service;
- assigning of the Client to the attending physician;
- additional consultations of the specialists when the physician of the required specialty is not available at the polyclinic;

- home health care services by the personal physician;
- provision of home health care services: visit of the nurse, intramuscular injection and intravenous push administration for additional fee in accordance with the rates of the Company applicable on the date of such service provision;
- provision of all the necessary information on the departments of the polyclinic to the Client when contacting Family Medicine Department without contacting the front desk at tel.: (495) 995-11-33;
- an extended list of medical services (Annex No. 3 – List No. 3 of Outpatient Medical Services provided by Medicina JSC to the patients within one-year Family Medicine plan);

- emergency hospital admission and stay of the Family Medicine patient in Medicina JSC Clinic for the first 12 hours after admission may be made without advance payment. The Customer shall make advance payment within 12 hours for outpatient treatment in case of emergency hospital admission.

Payment for the services provided at the Family Medicine Department shall be made in accordance with the rates applicable at Medicina JSC on the date of Agreement execution.

5.4. Patients of the polyclinic shall have the possibility to have a full range of services of the polyclinic for additional fee which are not covered by the Agreement with 10% discount (except for the cost of precious metals in dentistry) according to the rates of the Company for the relevant services applicable as of the date of rendered service and 20% for the Inpatient Department services, except for the cost of medicinal products.

The discount shall not apply to contractual plans.

5.5. The Company may offer an option of vehicle provision to the Client for transportation to the polyclinic or any other medical institution when there are no medical indications for additional fee according to the rates of the Company applicable on the date of the call.

5.6. When it is necessary to provide emergency medical aid and medical care at home outside the areas specified in Clause 2.2.2 and Clause 2.2.3, additional fee is charged in accordance with the rates of the Company applicable on the date of the service provision.

5.7. When it is impossible to arrange treatment in Russia, the Company, when the Customer wishes so, may arrange processing of the relevant documents and selection of the medical institution of the required profile for treatment, including health resort treatment outside Russia. All expenses associated with the organization, preparation and treatment shall be paid by the Customer in full.

5.8. With the exclusion of p. 5.3, validity of this Agreement may be suspended for one time (frozen) for a term of up to six (6) calendar months. Provision of services may be suspended by a written notice of a Customer (Client), which shall specify exact dates for Agreement suspension.

With the expiration of suspension period the Agreement is automatically extended for the number of months, stated in the suspension notice.

The Company provides no medical services to the Clients hereunder during suspension period. Should any medical assistance be required during suspension period, the fee thereof shall be charged at the rates defined by the Price List of the Company effective on the date of the medical assistance.

## 6. Confidentiality

6.1. The Parties shall assume mutual obligations to maintain confidentiality with regard to information obtained during fulfillment of this Agreement. The Parties shall be held liable for the consequences related to violation of confidentiality obligations irrespective of the fact whether the breach is intentional or accidental. Transfer of information to a third party or disclosure of information otherwise recognized under this Agreement as confidential may be made only with a written consent of the other Party.

6.2. Confidential information under this Agreement shall be the following:

6.2.1. The contents of the Agreement with regard to personal information on the Customers and patients' personal data (including the total agreement price, addresses, bank details of the Customer, lists of patients, etc.)

6.2.2. Cost of services provided by the Company.

6.2.3. Information on the Client diseases except for cases envisaged by the legislation.

6.2.4. The Parties agree to undertake confidentiality measures with regard to personal data and medical histories of the patient/patients when processing such information and undertake required measures to avoid disclosure of such information.

## 7. Miscellaneous

7.1. Disputes and discrepancies that may arise in the course of the present Agreement fulfillment shall be solved by negotiations and on matters not solved by negotiations the interested Party may file the application with the court for the purpose of such claim satisfaction.

7.2. In all matters not expressly provided for herein, the Parties shall be governed by the applicable civil legislation of the Russian Federation.

7.3. All changes and amendments to this Agreement shall only be valid if made in writing and signed by the representatives of the Parties.

7.4. All notices and communications sent with regard to this Agreement modifications shall be made in writing and shall be deemed to have been filed in a duly manner when sent by registered mail, by telegraph, telex, teletype, telefax or delivered in person to the addresses of the Parties specified hereunder.

7.5. This Agreement and Annexes hereto are an integral part hereof:

- No. 1 - Clients List;
- No. 2 - invoice for an annual plan payment;
- No. 3\* - in function of the chosen program;
- List No. 1 - Description of medical services provided by Medicina JSC for outpatient care services to patients under an annual plan;

- and/or List No. 2 of medical services provided by Medicina JSC for outpatient care services to patients under the pediatric annual plan;

- and/or List No. 3 of medical services provided by Medicina JSC for outpatient care services to patients under the Family Medicine annual plan;

- "Standard" medical services program (outpatient care, including therapeutic and surgery dental assistance, without medical check-ups, without urgent medical assistance and home health care (except for physicians at home));

- No. 4 - List of diseases inadvisable for conclusion of medical services contract or causing contract termination;

- No. 5 Information on the Terms and Conditions for provision of medical services by Medicina JSC.

- No. 6 - Consent to personal data processing – Agreement for Provision of Medical Services,

made in Russian, in two copies, having equal legal force, one copy for each of the Parties.

7.6. The scope of medical services has been agreed with the Customer and encoded in the Customer's presence: 01 – emergency service, 02 – to call physician (pediatrician) for a home visit, 03 – polyclinic, 06 – dentistry, 10% discount for additional services of the polyclinic that are not part of the Agreement price, except for the cost of precious metals in dentistry and contractual plans and 20% discount of the treatment invoice at the Inpatient Department (medicinal products not included).

### **Address and Details of the Company**

Medicina Joint-Stock Company  
 TIN 7729058330  
 Address: 10, 2nd Tverskoy-Yamskoy lane, Moscow 125047  
 Tel.: (499) 250-91-90, Fax: (499) 250-91-80  
 Settlement account number: 40702810700010221869  
 with AO UniCredit Bank, Moscow  
 Correspondent account number: 30101810300000000545  
 KPP 771001001, BIC 044525545  
 OKPO code 11234965, OKVED code 85.12  
 Fax: (499) 250-47-07  
 Tel.: (495) 995-00-88 (Contract Department)

#### **The offer shall be deemed accepted when you undertake the following actions:**

1. Provide to Medicina JSC the Client List receiving services under the Agreement for Provision of Emergency and Outpatient Services drawn up in accordance with form of Annex No. 1 in alphabetical order and printed.

2. The Payment for services in accordance with Section 3 of the Agreement for Provision of Emergency and Outpatient Services.

We are committed to promptly perform our duties under the Agreement after you accept the terms and conditions of the offer herein.

Annex: Annex No. 1 - Clients List;

- Annex No. 2 - Invoice for payment of one-year membership program;
- Annex No. 3 - Description of medical services provided by Medicina JSC for outpatient care services to patients under the annual plan (in function of the selected program);
- Annex No. 4 - List of diseases inadvisable for conclusion of medical services contract or causing contract termination;
- Annex No. 5 - Information on rules, terms and conditions for provision of medical services by Medicina JSC.
- Annex No. 6 - Consent to personal data processing – Agreement for Provision of Medical Service.

President of Medicina JSC

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 SEAL G.E.Roytberg



**Annex No. 4**  
**to the Public Offer Agreement for**  
**Provision of Emergency and**  
**Outpatient Medical Services**  
 dated “\_\_\_”  
 \_\_\_\_\_ 20\_\_.

## LIST

### of diseases inadvisable for conclusion of medical services contract or causing contract termination;

1. Sexually transmitted diseases (syphilis, chancroid, gonorrhea).
2. HIV-infection.
3. Renal insufficiency, 3rd stage.
4. Liver insufficiency.
5. Debilitating inherited diseases. Congenital malformations. Birth defects.
6. Oncologic diseases, pre-existed (condition that existed before the contract became effective).
7. Malignant neoplasm of lymphatic, blood and other systems.
8. Occupational disease.
9. Tuberculosis, sarcoidosis, cystic fibrosis.
10. Acute and chronic radiation sickness.
11. Mental (psychiatry) disease and somatic diseases complicating psychiatry disease.
12. Epilepsy, demyelinating nervous system disease.
13. Alcoholism, drug addiction, toxicomania.
14. Pulmonary infection caused by Mycobacterium.
15. Cutaneous infection caused by Mycobacterium.
16. Infection with Mycobacterium, unspecified.
17. Leprosy.

Comment: 1. Infertility treatment, IVF (ICSI), and prenatal care require separate (specific) contracts.  
 2. Should such diseases as oncological diseases, malignant tumors of lymphoid tissue, blood-forming tissue and similar tissues, benign epilepsy is diagnosed during effective term of the Agreement, the Agreement shall be valid till expiration hereof (and the services related to the diagnosis and treatment of this oncology disease are not provided).



## INFORMATION ON

### Terms and Conditions for medical services provision by Medicina JSC

**When undergoing treatment at Medicina JSC please note as follows:**

1. Highly qualified medical care is rendered in accordance with the Medical and economic standards (MES). Patients are offered a sufficient range of diagnostic and treatment programs allowing to ensure the provision of high quality diagnostics and treatment at a level comparable to the best world standards.

2. All research activities are carried out only in accordance with the doctor's instructions when there is a referral form valid within 1 month from the date of its receipt.

3. When visiting the Clinic, please provide your personal access card. Access cards are not transferable to third parties.

4. Health screening is conducted during the effective term of the Agreement and the patients are invited by phone. In order to undergo the health screening and to be able to contact the patient easily the patients should provide their contact phone number (by calling (495) 995-00-33 after the pass card to the clinic is issued).

5. Neighbourhood servicing principle (as regards therapeutics, pediatrics and gynecology) allows changing a neighbourhood physician once during the Contract's validity period based on the patient's wish and written application. The application is processed by the administrators at the Clinic.

Also, an application in an arbitrary form may be sent by fax: (499) 250-91-80 or E-mail at [contact@medicina.ru](mailto:contact@medicina.ru);

6. Under the Agreement signed by the Administrator or a specialist of the Contract (Sales) Department (Annex No. 6) patients of Medicina JSC may:

- receive E-mail notifications on the readiness of laboratory and diagnostic tests and availability thereof for review in “Your account” section at the website;

- view appointment protocols and results of laboratory and diagnostic tests in “Your account” section at [www.medicina.ru](http://www.medicina.ru)

- view appointment protocols and results of laboratory and diagnostic tests on information terminals;

- receive SMS reminders about appointments/medical tests;

- receive results of medical tests by phone or in hard copy by using a code word;

- contact a doctor by Skype.

7. Patients are admitted by preliminary appointment (except for ultrasonic research, EKG, clinical diagnostic laboratory and trauma section). If you arrive for an appointment or diagnostic research 10 minutes later than scheduled, it's considered that you are late. If you are late for more than 10 minutes, you are given the opportunity to wait for the appointment at the nearest possible time.

8. Maximum waiting time with regard to appointments with specialists and diagnostic research by appointment is 20 minutes (provided that patients arrive on time and there are no

emergencies

during

appointments).

9. If necessary, you can cancel or reschedule your visit to the Clinic by phone at (495) 995-00-33 (we would highly appreciate it if you could let us know in advance).

10. You can reach our ambulance 24 HOURS A DAY at (495) 229-00-03.

When the rapid response team is unavailable at the time of emergency call the patient may be referred to “03” emergency aid. The rapid response team will contact the patient to have the update on his/her state and to get to know about the necessity of such call.

11. Therapeutic and pediatric domiciliary care:

– you may call the physician for a home visit 24 hours a day. If you call in the physician after 3 pm (after 12 pm on Saturdays) he/she will visit you on the next working day;

- the calls for a home visit of the pediatrician are accepted on working days from 8 am through 12 pm. You should call the ambulance at other times on medical indications.

12. To get in contact with your attending physician please call our inquiry office at +7 (495) 995-00-33 and communicate your request with the administrator leaving your contact details. The physician will call you back as soon as he/she is available.

13. For further queries regarding the quality of services provided by Medicina JSC you can:

– call (495) 995-00-33;

- contact personally Head Physicians of the Clinic Departments;

- contact personally the Head of the Medical Service and his Deputies (10 floor, Office 4);

phone:

(499) 251-97-99;

- send us a letter to the Clinic’s address: 10, 2nd Tverskoy-Yamskoy pereulok, Moscow 125047

– send us an E-mail at [contact@medicina.ru](mailto:contact@medicina.ru);

– leave your comments at “Leave your feedback” section on our web page [www.medicina.ru](http://www.medicina.ru).

14. Working hours:

Monday to Friday: 8 am to 9 pm

The tests for laboratory assessment are accepted on working days from 7.30 am till 8.30 pm.

Massage and cosmetic services: till 10 pm

Saturday: 9 am to 7 pm

The tests for laboratory assessment are accepted from 8 am to 6 pm.

On Sundays the following specialists are available: on-call physician, physiotherapy, health center, massage, on-call dentist, clinical and diagnostic laboratory - 9 am – 3 pm, cosmetic services

- till 6 pm.

Traumatology – 24/7 from 8 am till 10 pm.

15. Ambulance, Magnetic Resonance Imaging, Ultrasound research, Traumatology, X-ray-cardiology, Clinical and diagnostic laboratory and the Inpatient Facility – 24 HOURS A DAY.

16. When visiting the Clinic it is strictly prohibited to:

-bring highly inflammable liquids and flammable liquids;

-use open fire (matches and lighter);

- smoke in all areas of the Clinic (a smoking area is located at the entrance)

17. Telephone:

Information Service - (495) 995-00-33 (multichannel)

Ambulance dispatcher - (495) 229-00-03

Physician house call (domiciliary care) - (495) 229-00-03

Traumatology - (499) 251-52-97

- Inpatient hospitalization - 8-916-591-00-17

18. This is to confirm that the Terms and Conditions for medical services provision by Medicina JSC were read and understood in accordance with the Clients List.