

CONTRACT

FOR PLANNED HOSPITALISATION AND/OR ELECTIVE SURGERY AT NEO HOSPITAL

Signed in Krakow on,

concluded between:

Mr/Ms

residing at

Personal ID-No. (PESEL):

hereinafter referred to as **the Patient**

and

NEO HOSPITAL Spółka z ograniczoną odpowiedzialnością ONE Spółka komandytowa with its registered office in Krakow (address: ul. Kostrzewskiego 47, 30-437 Kraków), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Department of the National Court Register, under KRS 0000748980, Company Registration Number (REGON): 381308576, Tax IN-No. (NIP): 7010859986, represented by:

..... – proxy,

hereinafter referred to as **the Hospital**.

§ 1

1. This Contract concerns hospitalisation and/or surgical procedure to be performed at Neo Hospital at ul. Kostrzewskiego 47 in Krakow, where the purpose of the hospitalisation is a diagnosis and treatment of a disease entity.
2. The Hospital represents that:
 - a). it has all permits and licences required on order to provide hospitalisation and surgical procedures;
 - b). the facilities that will be used for hospitalisation comply with all requirements specified in relevant regulations issued by the Minister of Health and are equipped with all devices and apparatus necessary for the provision of hospitalisation;
 - c). all the devices, apparatus, medicines, dressings, etc. necessary in order to perform the surgical procedure will be supplied by the Hospital;
 - d). services are only provided by personnel with appropriate authorisations and adequate professional qualifications and in compliance with any other requirements specified in other regulations;
 - e). has a civil liability insurance which covers activities related to handling the tasks referred to herein;

- f). services provided to Patients are rendered in compliance with the standards of treatment currently in force in the territory of the Republic of Poland specified based on the currently applicable legal regulations;
 - g). it ensures that medical confidentiality is respected and protects personal data concerning the Patients who are admitted to the Hospital;
 - h). services under this Contract are provided outside the scheme of services funded by the National Health Fund and are of a commercial nature, and the Patient undertakes not to claim any refund of payments made in connections with the Services from the National Health Fund.
3. Services under this Contract will be provided at Neo Hospital at ul. Kostrzewskiego 47 in Krakow with the reservation that some individual Services may be outsourced in part or in full to third parties if necessary.

§ 2

1. The Hospital undertakes to provide hospitalisation and/or surgical treatment at the Hospital based on a relevant referral issued by authorised physician, **Mr Ryszard Jankowski**.
2. The Patient shall be obliged to arrive at the Hospital at their own cost on the appointed date and bring with them all the documents and forms previously received, appropriately filled in and duly signed.
3. The Patient undertakes to:
 - a. report to the Hospital on time;
 - b. submit relevant medical documentation concerning their health status or, in necessary, give consent for such documentation to be made available by other persons;
 - c. give informed consent to the Services under this Contract and sign other statements related thereto, in compliance with the procedures that are applicable at the Hospital;
 - d. submit themselves to any necessary diagnostic and medical examinations during hospitalisation at the Hospital;
 - e. submit themselves to the operation under this Contract;
 - f. adhere to recommendations given by the Hospital staff;
 - g. comply with the organisational regulations and other internal regulations at the Hospital.

§ 3

1. The Patient undertakes to pay to the Hospital remuneration for the services under this Contract according to the calculation taking into account both medical services (e.g. cost of operation, consultations, medicines, etc.) and non-medical services (e.g. stay at the Hospital) rendered in connection with the hospitalisation as specified under subsections 2 and 8 below.
2. The net remuneration due to the Hospital shall be PLN
3. A deposit must be paid amounting to 100% of the value of remuneration referred to under section 3(2) above (**'the Deposit'**).

4. The Patient should choose one of the methods of payment listed under a-c below for all settlements with the Hospital:
 - a. Cash
 - b. Credit card
 - c. Money transfer
5. For payments made by transfer, the Patient undertakes to pay the Deposit to the Hospital's bank account no. **60114010100000249688001001** within the deadline specified under subsection 6 below.
6. The Patient undertakes to pay the amount of the Deposit to the bank account indicated under subsection 5 above 1 (one) day prior to the date of the surgery, not later, however, than on the day of commencement of the elective treatment at the Hospital.
7. Should the Patient fail to make the payment within the deadline specified under subsection 6 above, the Hospital shall be entitled to withdraw from the Contract and at the same time demand that the Patient cover the costs incurred in connection with the preparations made by the Hospital in order to fulfil this Contract (**'Costs'**). Such Costs will be notified to the Patient in writing. The Hospital may settle the Costs by making a deduction from the amount of the Deposit. The refund of the Deposit or Deposit less the Costs within 14 days of the appointed day of surgery.
8. Under this Contract, the Patient undertakes to cover additional costs related to hospitalisation and/or the surgical procedure, incurred in connection with the necessary diagnostic and therapeutic procedures which are not included in the remuneration referred to under subsections 1 and 2 above or any other services ordered by the Patient during their stay at the Hospital.
9. Should obtaining the Patient's informed consent to the additional services be impossible, the Hospital reserves the right to perform all necessary procedures and take all necessary measures in order to save the Patient's health and life, and to charge the cost of such necessary procedures to the Patient where the Patient will only be charged for additional costs of services provided due to medical reasons.
10. The Patient undertakes to make payment of the remuneration for the services referred to under subsection 8 above at the discharge from the Hospital after receiving an invoice for all the services provided during hospitalisation at the Hospital, not later, however, than within 7 days of the date of discharge of the Patient from the Hospital.

§ 4

1. The Hospital shall be entitled to refuse admission of the Patient to the Hospital for the purpose of providing the Services if it finds that from the medical point of view, provision of such Service to the person concerned involves excessive risk or that the person concerned is not fit for the particular procedure, also, due to reasons of force majeure.

2. Depending on the circumstances related to the Patient, the Hospital shall also be entitled to refuse to provide certain Services under this Contract if circumstances arise which may prevent provision of such Services or have the effect that provision of such Services would involve excessive risk.
3. The Hospital shall not bear any financial risk associated with non-performance of the Service or performance at a later date where this is justified due to medical necessity or the good of the Patient.
4. In the event of the occurrence of the circumstances referred to in subsections 3 and 4 above, the Contract shall be considered terminated.
5. In the event of non-fulfilment of the Contract for reasons attributable to the Hospital, the Hospital shall be obliged to refund the Deposit forthwith in a manner agreed with the Patient.
6. Should the Patient choose to cancel the service under this Contract, the Deposit paid by the Patient will be used to offset the costs incurred by the Hospital. In such an event, the Patient should notify the Hospital about the cancellation forthwith in writing, not later, however, than 2 days prior to the date of the planned procedure.

§ 5

1. For matters not regulated in this Contract, relevant regulations shall apply, in particular provisions of the Civil Code.
2. The Parties shall endeavour to settle all disputes that may arise in connection with this Contract in an amicable manner, and where no agreement is reached, the Parties shall submit the dispute to be resolved by a competent court of general jurisdiction.
3. All amendments hereto must be made in writing under pain of nullity.
4. The Contract has been drawn up in two identical copies, one for each Party.

PATIENT

HOSPITAL