

HEALTHCARE AGREEMENT

Hereafter concluded on this month and day:

First Name, Last Name:

Address:

Residence address in ČR:

Birth number/date and place of birth:

Passport number:

Nationality:

Name and address of employer:

Telephone number of employer:

Hereafter, for the purpose of this „**The Patient**“ agreement as:

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Name: Institute for Care of Mother and Child, providing organization

Secretary/Representative: Assoc.Prof, MUDr. Jaroslav Feyereisl, CSc., director / MUDr., in full capacity

Location: Praha 4, Podolské nábřeží 157, PSČ: 147 10

IČ: 00023698

Bank account number:

Hereafter for the purpose of this „**ÚPMD**“ agreement as:

In accordance with article 30 page 1, law # 20/1966 concerning care and health of people, and article 51 law # 40/1964 civil law, in lawful wording, this agreement reads as follows:

I.

Subject of Agreement

UPMD pledges under the conditions of this agreement to grant healthcare as needed and expediently for the preservation and improvement of his/her health state, and with direct financial compensation of the patient.

II.

Extent and conditions of care

1. On the basis of this agreement UPMD grants the patient healthcare as needed or in expediency for preservation and pertinent improvement of his/her health, and in particular medical care in the area of gynecology and prenatal medicine including all urgent or medical recommendations and with the patients agreement to examinations and medical operative interventions including operations.

In consideration of planned indications of health care, the appropriate contents of which are contained in the notice of the Minister of Health of the Czech Republic # 134/1998 by which are published a list of health indications with point values, the patient is informed of its use by signing this contract.

2. UPMD pledges to provide health care which corresponds to the current state of medical science and with the possibility of choosing medical indications to the maximum extent of the patient's will, which means to inform the patient of planned indications, its aim and appropriate risks and to acquire her agreement, if the patient's health condition allows her to understand this information and decide on the next medical information. The patient pledges to inform UPMD about all pertinent facts for the provision of health care and follow the instructions and recommendations of the medical personnel of UPMD.

3. Health care will be provided according to the current standards of care, which means on a similar scale of care paid from the general health insurance, as in the case of people with general insurance under law # 48/1997 concerning general health insurance if there will not be any other agreement between both continuing parties. In the case of the patient requiring the provision of above standard care, for example in the form of higher standard accommodation over the course of stay at UPMD, UPMD pledges to meet these requirements, if it's possible with its relevant and technical capacity, and the patient pledges to pay this higher standard care according to the price list of UPMD, by which the patient was informed of by signing this contract, with payment made according to the price of the healthcare provided under article # IV.

III.

Contractual price

1. The care offered will be evaluated according to the number of points under the notice of the minister of health of Czech Republic 134/1998, in which are published a list of medical indications with point values and the price of the offered health care will be set as a product of the care offered and a price of 1 point set according to the hereafter rules.
2. The basic price of 1 point is 4 crowns including VAT. This price is the maximum and can't be raised.
3. UPMD is competent to lower the price by 1 point with consideration to the extent of healthcare provided by the one side until the amount of one crown including VAT per point. This reduction depends only on the will of UPMD and the patient is not able to require that the price be lowered.

IV.

Payment conditions

1. The patient agrees to pay a retainer as to the price of healthcare offered in the amount of 50.000 Kč in the due mentioned term of the invoice certificate.
2. In the case, the retainer according to article IV section 1 will not be covered on time and in a full amount, this contract is cancelled from the beginning. In this case the patient is not competent to require the offer of health care from UPMD and UPMD is not obliged to give the health care.
3. In the case, there would arise a need of the other health indications in the progress of health care in which the expected price would massively exceed the paid retainer, UPMD is competent to demand the payment of the other retainer until the amount of the expected costs for the other indications and until the time of its payment to interrupt the offerings of health care with the exception of indications which are essential to the preservation of life and health.
4. The price of health care offered will be paid by the patient on the basis of a invoice written by UPMD after termination of health care and with its point and financial valuation according to article III of this contract.
5. The due date of the invoice is 14 days from its delivery to the patient. In the case of the posting of the invoice to the patient's address mentioned in this contract or to a different address which the patient later announced in writing, there is given consideration of 3 working days from the post date to the date of invoice delivery to the address in Czech Republic and 10 working days from the posting date to the delivery date of the invoice to an address in a different country.
6. In order to insure the patient's duty to pay the amount of healthcare, the patient has issued the bill of exchange # for UPMD, in which there is not filled the amount of exchange and the due date. UPMD is competent to amend this bill of exchange and the bill of exchange to transfer aptly to exchange it payment in the case of the patient's default in payment of health care, with it, that the exchange amount will be created by debit of not payed amount for healthcare to the day of completing of bill of exchange and the due date will be the 10th day after the due day of the healthcare invoice.

V.

The rule of law and competence of the court

1. The legal relations set up by this contract and their changes, guarantee and the consequences of their breachment follow the Czech rule of law.
2. In the case of a property dispute concerning the payment of the cost of healthcare provided, in accordance with 37 page 2, law # 97/1963 about international law private and procedural arranged within the jurisdiction of the Czech court.

VI.

The final regulation

1. This contract comes into force on the day of its signing by both contracting parties.
2. This contract is made in two original copies from which each contracting party will receive one copy.
3. The participants of this contract allege and confirm that all regulations and conditions of this contract arranged agreed upon without restraint, seriously and surely, without any apprehension and under markedly disadvantageous conditions, and as proof of which they affix their signatures.

In Prague on:.....:

In Prague on:

Patient:

At UPMD:

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Assoc.Prof. MUDr. Jaroslav Feyereisl, director
MUDr., in full capacity

Agreement of security:

- First name, last name:
- Address:
- Residence address in ČR:
- Birth number/date and place of birth:
- Passport number/citizenship number:
- Nationality:
- Name and address of employer::
- Hereafter as „guarantor“

The guarantor declares, that he will satisfy UPMD as a creditor in the case, that the patient does not satisfy the debt of the cost incurred of health care provided. UPMD receives the pledges of the guarantor.

In Prague on

guarantor

On behalf of UPMD:

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Assoc.Prof. MUDr. Jaroslav Feyereisl./director
MUDr., in full capacity