

AGREEMENT ON PROVISION OF MEDICAL CARE

on the day, month and year stated below, the following parties:

Name, surname:

Residing at:

Address in the Czech Republic:

Personal ID no./date and place of birth:

Passport number:

Nationality:

Name and address of employer:

Telephone at work:

Hereinafter the:

“Patient”

and

Name:

**Ústav pro péči o matku a dítě, příspěvková organizace
(Institute of Care for Mother and Child, budgetary
organisation)**

Represented by:

**Doc. MUDr. Jaroslav Feyereisl, CSc., Director / MUDr.
....., authorised by a power of attorney**

Registered office:

Prague 4, Podolské nábřeží 157, postcode: 147 10

ID No.:

00023698

Bank details:

Hereinafter the:

“ÚPMD”

have concluded, pursuant to the provisions of Section 30 (1) c) of Act No. 20/1966 Coll., on Public Health Care, and Section 51 of Act No. 40/1964 Coll., the Civil Code, as subsequently amended, this agreement:

I.

Subject Matter

ÚPMD undertakes to provide medical care under the terms and conditions set out in this Agreement to the Patient and her child or, as the case may be, her child to be born, as necessary and efficient for successful course of her pregnancy, delivery and post-delivery period, against direct payment from the Patient.

II.

Scope and Conditions of Medical Care

1. Under this Agreement, ÚPMD shall provide the Patient and her child with all medical care in relation to her pregnancy, delivery and post-delivery period, as necessary or efficient for preserving their life and maintaining or improving their health, in particular:
 - a) care prior to the delivery, including all examinations that are necessary or recommended by a physician and consented to by the Patient;
 - b) medical treatment in the course of the delivery;
 - c) care for mother and child after the delivery;
 - d) any and all treatment necessary for preserving the life and health of mother and child in the event of any medical complications of the mother or child.

The relevant items of medical care and treatment are set out in the corresponding part of Decree No. 134/1998 Coll. issued by the Ministry of Healthcare of the Czech Republic, listing medical treatment items with their respective point evaluation; the Patient was informed of the application of the above Decree upon execution of this Agreement.

2. ÚPMD undertakes to provide medical care in a manner corresponding to the current status of medical science and to respect the Patient's wishes to the maximum extent possible in the course of potential choice of various types of treatment, i.e. to inform the Patient of intended treatment, its purpose and potential risks and to request the Patient's consent if her health condition allows her to accept such information and decide on further course of her treatment. The Patient undertakes to provide ÚPMD with true and complete information on all facts relevant for the provision of medical care and to follow instructions and recommendations of ÚPMD's medical personnel.
3. Medical care shall be provided within the scope of basic care, i.e. within the scope of care covered by general health insurance in the case of persons insured pursuant to Act No. 48/1997 Coll., on General Health Insurance, unless the parties subsequently agree otherwise. Should the Patient request provision of above-standard care, e.g. in the form of above-standard accommodation during her stay at ÚPMD, ÚPMD undertakes to satisfy such request, provided that its material and technical capacity allows it, and the Patient undertakes to pay the price for the above-standard care in compliance with the ÚPMD's price list of which the Patient was informed upon the execution of this Agreement. Such price shall be payable together with the price for provided medical care pursuant to Art. IV below.

III.

Contractual Price

1. The provided medical care shall be evaluated by the appropriate number of points pursuant to Decree No. 134/1998 Coll. issued by the Ministry of Healthcare of the Czech Republic, listing medical treatment items with their respective point evaluation, and the price for provided medical care shall be calculated as the product of the number of points for the care and price per point determined pursuant to the rules set out below.
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 Terms

1. The Patient undertakes to pay a deposit on the price for provided medical care in the amount of **CZK 100.000**, as of the payment term set out in the issued accounting document.
2. Should the deposit pursuant to Art. IV.1 above not be paid on time and in full, this Agreement shall become null and void. In such a case, the Patient shall not be entitled to request any medical care from ÚPMD and ÚPMD shall not be obliged to provide any medical care to the Patient.
3. If the need of additional medical treatment arises in the course of providing medical care hereunder and the expected price of the additional treatment substantially exceeds the deposit paid, ÚPMD shall be entitled to request payment of another deposit up to the amount of the expected costs of the additional treatment and to suspend provision of medical care until the payment of such deposit, except for medical care necessary for preserving life and health.
4. The Patient shall pay the price for the provided medical care on the basis of an invoice issued by ÚPMD after the completion of the medical care provision and after its evaluation in the sense of Art. III above.
5. The invoice shall be payable within 14 days of its delivery to the Patient. In the case of sending the invoice to the Patient's address set out in this Agreement or to another address notified by the Patient in writing, it shall be deemed delivered within the Czech Republic on the third business day after its mailing and in another state on the tenth business day after its mailing.

6. In order to secure her obligation to pay the price for the medical care, the Patient has issued promissory note no. to the order of ÚPMD, in which the amount and maturity date are not filled in. ÚPMD is entitled, in the event of the Patient's delay with payment of the price for medical treatment, to fill in the promissory note and transfer it to a third party or claim its payment, in which case the promissory note amount shall be the outstanding balance of the price for medical care as of the date of filling the note and the maturity date of the promissory note shall be the tenth day after the maturity date of the invoice with respect to the provided medical care.

V.

Governing Law and Jurisdiction

1. Legal relations established hereunder, as well as their changes, securing and consequences of their breach, shall be governed by Czech laws.
2. The parties hereby agree pursuant to Section 37 (2) of Act NO. 97/1963 Coll., on International Private and Procedural Law, that Czech courts shall be competent to decide any property disputes regarding payment of the price for provided medical care.

VI.

Final Provisions

1. This Agreement shall become effective upon its execution by both parties.
2. This Agreement has been executed in two counterparts of which each party shall receive one.
3. The parties hereby declare and confirm that all provisions and terms of this Agreement have been agreed upon freely, seriously and certainly, not under duress or under obviously disadvantageous conditions, in witness whereof they have attached their respective signatures hereunder.

In Prague on

In Prague on

Patient:

For and on behalf of ÚPMD:

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Doc. MUDr. Jaroslav Feyereisl, Director /
MUDr., authorised by a power of
attorney

Guarantee Agreement:

Name, surname:

Residing at:

Address in the Czech Republic:

Personal ID no./date and place of birth:

Passport/ID card number:

Nationality:

Name and address of employer:

Hereinafter the "Guarantor"

The Guarantor hereby represents that he shall settle the claims of ÚPMD as the creditor, should the Patient fail to settle the claims of ÚPMD for payment of the price for provided medical care, including accessories. ÚPMD hereby accepts the guarantee undertaking of the Guarantor.

In Prague on

Guarantor:

For and on behalf of ÚPMD:

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Doc. MUDr. Jaroslav Feyereisl, Director /
MUDr., authorised by a power of
attorney