



## OPTİMED HOSPITAL

### Health Tourism Agency Agreement

Between ..... with headquarters at ' ',

operating at the address of '.....'

Telephone:.....

E-Mail:.....

(Hereinafter referred to as "CORPORATION ".)

And

Özel Optimed Hospital,

operating at the address of '.....'

Telephone:.....

E-Mail:.....

(Hereinafter referred to as "OPTİMED".) They have reached an agreement on the following points and signed this agreement. The CORPORATION and OPTİMED will be referred to as the 'Parties' collectively and separately as the 'Party'.

This Agreement; has been prepared to determine and establish the mutual rights and obligations of the parties,

as well as the application principles within the scope of outpatient and/or inpatient diagnosis and treatment to be offered by all subsidiaries and branches that will be added to OPTİMED in the future provided that OPTİMED is included in the scope of the contract and/or additional protocol in all health services for patients that the CORPORATION will direct from abroad (patient-paid/Institution-paid/Hospital-paid) If the CORPORATION requests that hospitals or health institutions affiliated with the OPTİMED organization that are not specified in the Agreement be included, they can be included with an additional protocol.

The patients who were previously confirmed not to be sent by another institution by the HOSPITAL sent with the Letter of Guarantee and/or the confirmation of the CORPORATION are included in the scope of the patients referred from the CORPORATION.

#### **I - MEDICAL OBLIGATIONS:**

**A.** The CORPORATION must make an appointment with OPTİMED at least one week in advance regarding the patients it will refer (except for emergencies), together with the medical information of the patient. In the event that a patient is referred to OPTİMED without an appointment, OPTİMED will not be responsible for the damages that the patient and/or the CORPORATION may suffer due to the failure

and/or delayed admission of the patients who arrived without an appointment.

**B.** OPTİMED informs the CORPORATION about the estimated treatment plan of the patient according to the patient's medical reports and/or information given by the CORPORATION. This information, which is given without seeing the patient in person, is for the purpose of giving an opinion only and cannot be considered as a medical approval for travel and cannot be considered medically binding for OPTİMED in terms of any information it contains. In order to share the relevant information and documents of the patients with OPTİMED, OPTİMED has no obligation regarding the consent of the patients, and the CORPORATION is obliged to obtain the relevant permissions from the patients.

**C.** OPTİMED accepts, declares, and agrees to provide health care to patients in accordance with established medical practices, medical ethical rules, patient rights, relevant TR Ministry of Health legislation, and other legislation. In case of any claim by any patient and/or third parties about the services subject to this Agreement, the CORPORATION accepts, declares and undertakes that it will not give an opinion or make a statement to the patient, relatives or third parties on the subject.

## **II. FINANCIAL LIABILITIES:**

OPTİMED, for patients who apply through the CORPORATION and whose payment is made by the CORPORATION and/or the patient;

**A.** Has the right to calculate the estimated treatment cost of the patient according to the treatment plan determined after the preliminary examination, to request an advance of 50% of this amount and not to start the treatment of the patient if it is not paid. OPTİMED is not bound by this estimated treatment cost, and the parties agree that it may change depending on the nature of the treatment to be performed by OPTİMED.

**B.** In the event that some of the patients who apply through the CORPORATION do not pay the treatment expenses incompletely or at all, the HOSPITAL may avoid paying the service fee accrued in favor of the CORPORATION for the patients from whom the HOSPITAL has collected.

**C.** The parties accept, declare and undertake that the current price tariff of the hospital from which this service is received will be applied to the patients to be directed by the CORPORATION by OPTİMED on the date the patient is treated. When there are changes in the pricing tariffs specified in the explanation section, OPTİMED has the right to reflect the tariff change to the service it offers pursuant to this Agreement by notifying the other party in advance.

**D.** Fees for the services to be provided to patients by OPTİMED within the scope of this Agreement, Will be arranged by the OPTİMED hospital on behalf of the patient, taking into account the names and surnames of the patients, including but not limited to doctor, examination, radiology, laboratory, medicine, bed, and all other service costs, with a TL/Foreign Currency invoice fee.

**E.** If the treatment fee is higher than the invoice issued after the treatment, the patient will pay the entire treatment fee to OPTİMED before leaving the hospital. If the advance received from the patient before the treatment is higher than the invoice to be issued after the treatment, the advance payment refund is made by OPTİMED to the patient.

**F.** The CORPORATION informs that the treatment plan and fee given to the patient by the HOSPITAL is an estimated plan and fee, and that the actual treatment and treatment fee will only appear

after the patient's treatment is concluded, in this case, if the fee is different from the fee previously stated to the patient, the patient is obliged to notify before coming to the HOSPITAL that the patient will have to pay this difference as well.

**G.** The HOSPITAL is obliged to pay a service fee of .....% including VAT to the CORPORATION for all patients, from the VAT Excluding invoice price issued for foreign patients applying through the INSTITUTION, minus the purchase of drugs, materials and external medical services. The obligation to pay the service fee is subject to the condition that the patient pays the invoice amount issued by the HOSPITAL for the relevant patient in cash and in full. There is no obligation to pay service fee for patients whose invoice fee is not paid or underpaid.

In case of any delay or negativity in the treatment of the patient as a result of the disruptions arising from these organizational procedures, all responsibilities will belong to the CORPORATION and/or OPTİMED.

### **III. TRANSFER INTERPRETER-HOTEL MANAGEMENT:**

**A.** The CORPORATION will notify OPTİMED before the start of treatment whether the patients it will refer need transfer or not. The CORPORATION and/or Hospital will cover the transfer cost of the patient. In cases where the patient's need for transfer is not specified; The transfer fee requested by the patient will be covered by the CORPORATION and/or OPTİMED.

**B.** The CORPORATION will notify OPTİMED before starting the treatment whether the patient needs an interpreter. The CORPORATION and/or Hospital will cover the interpreter fee of the patient. In cases where the patient's need for an interpreter is not specified; OPTİMED can determine the need for an interpreter during the patient's procedures and receive interpreter support and reflect this cost to the CORPORATION.

**C.** The CORPORATION is responsible for the flight organization of the patients referred to OPTİMED and is obliged to inform OPTİMED at least one week before the treatment date (except for emergencies) of the patient's flight dates and times.

### **IV. CORPORATION OBLIGATIONS:**

**A.** The CORPORATION maintains the information of the patients referred to OPTİMED and served by OPTİMED and notifies OPTİMED in monthly reports.

**B.** When the CORPORATION requires access to the medical information of the patients it directs; will make a written application to the Chief Physician of OPTİMED by stating the reason.

In line with the written approval to be given by the Chief Physician, the information can be obtained from the Administrative Medical Secretariat Unit. The Chief Physician will deliver the relevant documents to the CORPORATION to the extent permitted by the health legislation and within the scope of KVKK. The final decision on this matter belongs to the chief physician of OPTİMED. The CORPORATION hereby obtains the information it has acquired within the term of the Agreement and even if its validity expires, accepts, declares and undertakes that it will not share it with third parties, disclose it in any way, and keep it in full confidentiality.

**C.** The CORPORATION is obliged to send the identity and passport information of the patients it will refer to OPTİMED, as well as any medical data it has, to the contact information specified by OPTİMED before the patient starts the trip, and to receive confirmation that they have been received.

**D.** The CORPORATION is obliged to provide the necessary information to the patients about the treatment services subject to this Agreement and the parts of the Agreement terms that concern the patients. Otherwise, the responsibility for the damages that may occur belongs to the CORPORATION. In addition, the CORPORATION is obliged to give all the finalized information about the treatment and organization to the patients in advance.

**E.** In order for the patient to receive the treatment plan from OPTİMED; CORPORATION is obliged to send all reports, documents and information regarding the health status of the patients to be directed completely and accurately to the contact information specified by OPTİMED via e-mail, fax or mail. The accuracy of all information and documents related to the patient's health status sent by the CORPORATION will be confirmed by the CORPORATION, and OPTİMED will not be responsible for the application of incorrect treatments, which may arise from incorrect information and documents sent to OPTİMED.

**F.** Despite the negative opinion of OPTİMED, the CORPORATION is responsible for the damages that may occur due to the patient traveling or coming to the OPTİMED Hospital due to the opinion of the CORPORATION, and no responsibility can be attributed to OPTİMED due to these situations.

**G.** The CORPORATION has accepted in advance that during the preliminary examination and/or intervention to be made to the patient by OPTİMED, the compulsory planned treatment and the medical applications that may arise out of the cost are within the scope of this Agreement and the cost will be paid by the patient.

**H.** The CORPORATION does not have the right to intervene in the medical interventions made to the patients referred to OPTİMED, and has accepted that the OPTİMED management and physicians are fully authorized in this regard.

#### **V) BILLING**

**A-** An invoice is issued on behalf of the patient and is collected from the patient and/or the institution after the procedure.

**B-** Patients will be able to make advances and other payments to the account numbers specified by OPTİMED in the amount determined by OPTİMED. Patients who want to make their payments abroad pay their fees, including the Value Added Tax (VAT), by providing their information to the account numbers with the international code and details.

**C-** CORPORATION should send the breakdown of the information subject to the payment on the day of payment to OPTİMED's specified contact information by fax or e-mail in order to reach an agreement.

#### **VI) EVIDENCE STAGE**

In case of any dispute that may arise during the implementation and interpretation of this agreement, the books and records of both parties will be taken as basis. The parties have accepted in advance that this issue is in the nature of a written evidence agreement and that evidence to the contrary cannot be substituted.

#### **VII) CONFIDENTIALITY**

The parties agree and undertake not to share the confidential information they have obtained about each other with third parties indefinitely during and after the contract, in writing or verbally, without the consent

of the other party. The parties agree and undertake not to share any confidential information about patients with third parties, verbally or in writing, without the consent of the other party, both during and after the contract is terminated indefinitely.

#### **VIII ) NOTICE AND CHANGE OF ADDRESS**

All notifications to be made between the parties regarding this contract must be sent to the contact address of OPTİMED declared by this Agreement as belonging to the Parties, as well as the addresses of the CORPORATION declared to belong to the parties at the start of the agreement.

If a notary public fails to notify the other party of a change in the addresses specified in the contract within 10 (ten) days, the notifications sent to the addresses specified in the contract are deemed to have been served whether or not they reach the addressee.

The burden of proof is on the party claiming to have made and issuing the notification when it is not made through a notary public.

The CORPORATION accepts, declares and undertakes that any notification to be made pursuant to this Agreement, in violation of the Agreement or for other reasons, will be made to the address of '.....', which is the headquarters of OPTİMED, and that it will not make notifications to hospitals affiliated to OPTİMED.

#### **IX) APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

This Agreement is subject to Turkish Law and Tekirdağ Çerkezköy Courts and Enforcement Offices are authorized in disputes arising from the implementation and interpretation of the Agreement.

#### **X ) TERM AND TERMINATION**

This contract is valid for 1 (year) from the date of signing, and automatically extends for 1 (year) under the same terms, unless one of the parties gives a written notice of termination 1 (month) before the end of the term.

OPTİMED may terminate the Agreement at any time during the term of the Agreement, provided that it gives one month notice of termination.

If one of the parties violates the provisions of the contract and / or delays the payment, the other party notifies the other party to correct this situation within 15 days. If the other party does not respond in writing with proof indicating that the situation has been corrected within 15 days after the notification of the warning, the contract will automatically terminate without the need for further warning. In case of damage due to this termination, the party causing the termination has the obligation to compensate the other party for the loss.

If the patient's treatment continues on the expiry date of the agreement, OPTİMED is the sole authority to act as if the contract is continuing, without prejudice to the emergency, and to make the final decision to conclude the treatment, and if it concludes the treatment, it has the authority to collect the price in accordance with this agreement.