

	QUALITY MANAGEMENT DOCUMENTS	Document No: KU-FR-77 Publication Date: 18.10.2023
	HEALTH SERVICES AGENCY AND REPRESENTATION AGREEMENT	Revision No: 00 Revision Date: ... Page No :1/5

## 1- PARTIES

**1.1.** Optimed Sağlık Hizmetleri Sanayi Ticaret AŞ. Atatürk Caddesi No 118 Çerkezköy/Tekirdağ  
(TAX OFFICE NUMBER, PHONE AND FAX MUST BE ADDED)

**It will be referred to as Optimed Health Group in the text.**

**1.2. Company/Representative Name:**

**Address:**

**Telephone:**

**Fax:**

**E-Mail:**

**Tax Authority/Number:**

The parties declare, accept and undertake that they accept the above addresses as the address for notification and that any notification to be made to this address will be deemed valid, and that the party changing its address will determine a new notification address and notify the other party immediately, otherwise, any notification made to the specified addresses will be valid.

## II) TERMS

**Optimed Health Group** : An organization that provides healthcare services.

**Patient** : A person who needs treatment due to existing health problems and who will be directed or mediated by the **Company / Representative** to Optimed Health Group for treatment purposes from foreign countries or countries covered by this contract and who receives services at current prices abroad.

## III) SUBJECT OF THE CONTRACT

The principles to be applied regarding the agreement reached between the parties to promote and expand the health services provided by Optimed Health Group in foreign countries or countries where the Company / Representative will represent Optimed Health Group, **to assist and guide those who want to come to Turkey for treatment and to represent Optimed Health Group in the relevant country in this context constitute the subject of this agreement.**

The Company/Representative is not the sole representative of Optimed Healthcare Group. Optimed Health Group may designate other persons or organizations as representatives in the same countries with the same, partial or broader powers.

## IV- SPECIAL PROVISIONS:

Annexes:

1. Brand and Logo usage specification
2. Signature circulars
3. Signature authority
4. Signature Statement

- 1) **Optimed Health Group Hospital Company/Representative** Company/Representative is authorised to promote the health services offered by Optimed Health Group in the countries represented.
- 2) The Company/Representative has undertaken to effectively promote Optimed Health Group's health facilities and health services in Turkey in all aspects in the target country, to inform the people who will want

to come to Optimed Health Group for health and treatment purposes, to ensure that the patient receives a medical second opinion through the team at Optimed Health Group, to direct, to arrange reservations and appointments, to make and realise travel plans, to create demand in this direction, to ensure communication with the doctor after the first operation, etc., and to provide services and consultancy in establishing and improving communication with public and/or private institutions in the target country. It has undertaken to provide services and consultancy in the establishment and development of communication with public and/or private institutions in the target country. While doing these works, he/she will be in constant connection and communication with Optimed Health Group.

- 3) The Company / Representative is obliged to inform Optimed Health Group in writing at least 24 (twenty-four) hours before the patient enters the Optimed Health Group hospital, before the treatment process. This information should be sent to [info@OptimedSağlıkGrubuhastanesi.com](mailto:info@OptimedSağlıkGrubuhastanesi.com) e-mail address belonging to Optimed Health Group or to the person or persons determined by the institution. In order for the Company / Representative Party to earn a service fee for the patient referred by the Company / Representative Party, the referred patient must be registered to Optimed Health Group within 30 (thirty) days.
- 4) If the referred patient is a patient who has been notified to Optimed Health Group by another Intermediary or another 3rd party (Contracted Institution) within the last year retrospective to the date of notification, or If the patient is a patient who has been notified to Optimed Health Group by another Intermediary or other third party (Contracted Institution) or, except for the patients of the Ministry of Health, if there is an agreement between Optimed Health Group and the private health insurance Company / Representative abroad or the authorised representative insurance Company / Representative in Turkey, or if the patient belongs to the social security institution (SSI), the Company / Representative cannot claim any rights and receivables with the claim that he / she has referred the patient. In this regard, the official records of Optimed Health Group are taken as basis.
- 5) The Company/Representative will be entitled to a commission related to the patient if the patient receives treatment services at Optimed Health Group for the same or a different disease within one year.
- 6) Optimed Health Group has the right to calculate the estimated treatment cost of the patient according to the treatment plan determined after the preliminary examination and to request an advance payment up to 10% of this amount and not to start the treatment of the patient if it is not paid. Optimed Health Group is not bound by this estimated treatment cost, and the Parties mutually agree that there may be changes in this price in accordance with the content of the treatment to be performed by Optimed Health Group.
- 7) The parties accept, declare and undertake that the current price tariff abroad on the date of service will be applied by Optimed Health Group to the patients to be referred by the Company / Representative, and in case of changes in pricing tariffs, Optimed Health Group has the right to reflect the tariff change to the service provided in accordance with this Agreement without notifying the other party.
- 8) The Company/Representative is obliged to inform the patient that the treatment plan and fee given to the patient by Optimed Health Group is an estimated plan and fee, that the actual treatment and treatment fee will only be revealed after the patient's treatment is concluded, and in this case, if the fee is different from the fee previously stated to the Patient, the Patient will have to pay this difference before the patient comes to Optimed Health Group.
- 9) The Company/Representative, in the capacity of Authorised Representative, will be able to promote and

advertise the health services provided by Optimed Healthcare Group in the Target country through all kinds of legal means, with the texts and contents to be prepared or approved in writing by Optimed Healthcare Group. Necessary studies will be carried out for the effective promotion of Optimed Health Group and in this context, will be able to use Optimed Health Group's logo / emblem / pennant etc.

- 10) The Company/Representative is responsible for all kinds of pecuniary / non-pecuniary damages and penal costs that may arise from the promotional and advertising activities to be carried out, and is obliged to cover all kinds of damages that Optimed Health Group may incur both abroad and domestically for this reason. Optimed Health Group's approval of these studies cannot be interpreted as the termination of the Company's responsibility. At the point of termination of the partnership of the Company / Representative and Optimed Health Group, all areas where social media and similar copyrights will arise, which are received during the cooperation and in which the name of Optimed Health Group is included, will be left to Optimed Health Group by the Company / Representative.
- 11) These advertisements and promotions shall be absolutely true, honest and informative, shall not contain untruths, defamatory elements that defame institutions or services, misinform or deceive individuals or masses, and shall not be contrary to the legislation of the country in which they are published.
- 12) During these advertisements and promotions, "Optimed Health Group" logos registered on behalf of Optimed Health Group will be used. This use is limited to the duration and purpose of the contract and is free of charge. It is not possible for the Company / Representative to claim any rights over these brands in any way during or at the end of the contract period.
- 13) All rent and operating expenses related to the location, office, communication materials and labour force needs that the Company / Representative will use in the target country for the services to be provided within the scope of this contract belong to the Company / Representative. The Company / Representative cannot claim any right or receivable from Optimed Health Group under any circumstances.
- 14) The Company / Representative cannot claim any receivables under the name of commission, expense, service fee, etc. related to the treatment from the patient or his/her relatives to be mediated under this contract. In order for the Company / Representative to be entitled to the commission rate agreed in this Agreement; It is only required to convey the prices determined by Optimed Health Group to the patient. Commission calculation will be carried out over the prices determined by Optimed Health Group.
- 15) For the services subject to this contract, a fixed monthly fee or fee will not be paid to the Company / Representative. The amount to be paid subject to the contract shall be paid to the Company/Representative within 15 days at the latest following the payment of the entire treatment expenses of the patients brought to Optimed Health Group from the target country where the Company/Representative is the representative in the periods determined by the parties to Optimed Health Group (paid by the Institution or the patient). The service fee to be paid is %..... (..... per cent.) of the amount remaining after deducting blood and blood products, medicines, materials, and VAT from the collection made from the relevant patient, and this amount shall be paid by the Company / Representative to Optimed Health Group against the invoice to be issued including VAT.
- 16) The Company/Representative cannot transfer or assign the representative authority granted to him/her, even partially, without the written approval of Optimed Health Group. Without the knowledge and approval of Optimed Health Group, it cannot use subcontractors or establish partnerships related to the work

undertaken with this contract.

- 17) The Parties have agreed that they may benefit from any possible incentives to be provided by any third parties (including those originating from public and/or private institutions). The Parties agree that they will provide all kinds of documents related to the incentive to the other party if the party to benefit from the incentive needs.
- 18) In the event that the Company / Representative is dismissed from the representative duty for any reason, this duty is cancelled or becomes invalid, the receivables, if any, shall be paid to him in cash. In addition, in the event that the Agreement is terminated for any reason, if there are patients who have been referred to Optimed Health Group by the Company / Representative but whose treatment continues on the date of termination, when their treatment is concluded, the Company / Representative's receivables arising / to arise shall also be paid to them.
- 19) The parties accept and apply the basic principles of the other party such as corporate functioning, commercial reputation, reliability in the market, correct information and guidance of the patient, honesty, etc. during the term of the Agreement.
- 20) This Agreement sets out the basis for a long term relationship and shall be valid for 1 year from the date of signature. In the event that one of the parties fails to comply with any article or condition of the Agreement, this Agreement shall be deemed to be terminated if it is not fulfilled within 30 days despite the notice given by the other party. Even in such a case, the Company/Representative's receivable rights specified in Article 15 above are reserved. Again, the Parties are authorised to terminate the Agreement during the term of the Agreement, provided that 1 (one) month prior notice is given.
- 21) The relationship between the parties cannot be interpreted as a general service contract, employment contract, branch representation, proxy, agency, agency, business partnership, ordinary partnership, secret partner or franchise. The Company / Representative is not a branch of Optimed Health Group, and the employees of the Company / Representative are not employees of Optimed Health Group in any way. The parties are completely independent of each other during the contract.
- 22) The Company/Representative, as long as the contract is in force, situations beyond the control of the parties such as natural disasters, war, mobilisation, fire, explosion, strike and lockout, terrorism, which occur in such a way and degree that both or one of the Parties partially or completely, temporarily or permanently stop their working possibilities, are considered force majeure for both parties. The parties will not be responsible for such situations. If this situation lasts for more than 3 (three) months, the parties come together to decide whether the contract will continue or not.
- 23) With respect to the material obligations and payments arising from this Agreement, the place of performance in terms of the provisions of the Code of Obligations and TCC is accepted as Istanbul. This Agreement is subject to Turkish Law, (520 et seq. and 526 et seq. provisions of the Code of Civil Procedure shall apply by analogy for disputes) and Istanbul Courts and Execution Offices are exclusively authorised for the settlement of disputes.
- 24) All kinds of documents and records of Optimed Health Group regarding patient treatments, within the scope of determining contractual debts and receivables, Law No. 6100, Article 193. It has the nature of conclusive evidence within the scope of Article 193. Outside this scope, the parties may rely on their own commercial records as evidence. This provision is in the nature of an evidential contract between the parties.

- 25) The parties undertake to keep confidential all kinds of information and documents obtained within the scope of this contract and not to share such information and documents with third parties without the written consent of the other party, not to make them public in Turkey or in the target country, or to avoid initiatives that will lead to this result, even in the event that the Agreement is terminated for any reason. The parties also mutually accept, declare and undertake that they will fulfil the obligations that will fall on them in accordance with the provisions of the Personal Data Protection Law No. 6698.
- 26) In addition, the Company / Representative, Optimed Health Group, its officials, employees, the structure of the Company / Representative in any way, members of the board of directors, patients or their relatives, including private secrets or treatment information, must accept and keep all kinds of information they learn under the Agreement as a secret. In these matters, without the written permission of Optimed Health Group, they cannot make statements, give statements, interviews or make statements in printed-visual-audio-visual or other media organs and social media. Otherwise, the contract shall be terminated immediately. In such a case, the Company / Representative agrees and undertakes to pay a penal clause in the amount of the full amount of the fees paid until that date.
- 27) Until the end of the contract, if there is no written notice of termination by either party, the contract is automatically renewed with the same conditions and for one year periods.
- 28) The Company / Representative party is obliged to pay the stamp taxes arising from the conclusion of this contract.
- 29) The Brand and Logo usage specification in Annex-1 is an annex and integral part of the contract.
- 30) If there is a contract signed between the parties on the same subject in the past, the old dated contract shall be deemed invalid upon the signing of this contract.
- 31) This Agreement has been signed in Istanbul on ...../...../...../20..... in two (2) copies after being read and understood by the Parties.