

Surgery Agreement

of (hereinafter referred to as the "**Agreement**") concluded in Warsaw by and between:

1. Mr/Ms:

Address:.....

Identity card/passport: [personal identity number]

PESEL:, acting on his/her own behalf or as a statutory representative of the patient,

hereinafter referred to as the „**Patient**”,

and

2. KRAJMED Centrum Nowoczesnej Laryngologii Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Wałbrzyska 11 lok. 55, 56, entered into the Entrepreneurs' Register of the National Court Register of the District Court for the capital city of Warsaw in Warsaw, 12th Economic Department of the National Court Register under the number KRS 0000468012, [tax ID] NIP: 525-255-85-72, [the national business registry number] REGON: 146771299, hereinafter referred to as "**Krajmed**",

§ 1

1. By force of this agreement the patient orders and Krajmed undertakes to perform the following medical service:

- a) collecting medical history, assessment of the patient's medical condition and eligibility for surgery,
- b) surgery in the scope indicated in the "Surgery Consent" form,
- c) postoperative care provision pursuant to §2 section 3 of this Agreement.

2. Krajmed represents as follows:

- a) the surgery shall be performed with utmost diligence and in accordance with medical good practice,
- b) the premises where the surgery will be performed shall meet the requirements of article 22 of the Act of 15 April 2011 on medical activity and of the secondary legislation issued based on the said act and shall be equipped with the adequate equipment necessary for the surgery performance.

§ 2

1. The surgery date shall be agreed by the parties personally, by phone or email.
2. The patient shall be informed of the time of the surgery by phone 1 day before the agreed surgery date.
3. The surgery shall involve hospitalisation. The duration of stay shall be agreed on an individual basis depending on the patient's condition and scope of surgery. On average hospitalization period after a child`s surgery is 4 hours. Adult patients usually go home on the same day, unless due to the scope of the surgery longer stay is required. Patients staying overnight are discharged before 9 am the next morning.
4. The patient shall leave the hospital ward following the personnel's consent for discharge proving the proper postoperative condition. A child shall be discharged in a statutory guardian's care, an adult patient in an accompanying adult's care.

§ 3

1. Before surgery, the patient shall be obliged to:
 - a) provide true details of his/her medical condition, in particular the information concerning former treatment, allergies and any details which might affect the surgery result,
 - b) have additional tests and comply with other doctor's instructions,
 - c) be consulted by an anesthesiologist,
 - d) on the day of the surgery sign/fill in the following documents at Krajmed:
 - informed consent for anesthesia, if not filled in during anesthesiologist's consultation,
 - epidemiological interview,
 - informed consent for surgery; in the case of minors under 16 years of age, consent is given by a statutory representative, and in the case of minors aged 16 or over, consent is given by the minor and his/her statutory representative.
2. The Patient represent that:
 - a) he/she has received the "Guidelines before surgery",
 - b) has been informed of the type of surgery and the risks the surgery entails as well as postoperative risks.
3. The patient may at any time address additional questions concerning the surgery, its possible consequences, perioperative and postoperative risks .
4. The patient is aware of the possibility of risk occurrence and consents to surgery.

§ 4

1. The Parties unanimously agree that the surgery price is.....
(say:.....)

and includes all and any costs related to surgery performance and hospitalisation referred to in § 2 section 3. The Patient may, upon his/her request, stay longer in the Krajmed hospital ward, however, shall be obliged to pay an additional fee.

2. The surgery price includes:
 - a) the surgery specified in § 1, section 1 b),
 - b) medications and materials applied during and after surgery during the patient's stay in the hospital ward,
 - c) surgeon's, anesthesiologist's and nurses' fees,
 - d) stay in the hospital ward,
 - e) ENT specialist's consultations and possible additional tests ordered by the attending physician for 1 month after the surgery.
3. The surgery fee does not include:
 - a) consultations or tests unrelated to the surgery,
 - b) ordered pharmacological treatment after surgery,
 - c) tests in preparation for surgery.
4. The Patient undertakes to pay a fee for the surgery according to the following schedule:
 - b) booking fee of PLN 1,000 (say: one thousand) payable within 7 days since the [surgery] date booking,
 - c) the remaining payment by the date of surgery before admission to the hospital ward,
 - d) in the event of prolonged stay in the ward upon the patient's request, an additional fee shall be collected according to the Krajmed price list.
5. All the payments referred to in section 2 above shall be payable in cash or with a payment card in Krajmed office or by wire transfer to the Krajmed bank account. In the event of wire transfer, the patient shall be obliged to produce a transfer receipt.
6. In the event of failure to pay a booking fee, the scheduled surgery shall be cancelled or rescheduled upon the Parties' consent.
7. If the scheduled surgery cancellation is notified less than 10 days prior to surgery, the patient shall pay the costs of the hospital preparation for surgery. The amount of the aforementioned costs shall be equivalent to the amount of the booking fee. Krajmed has the right to settle the above costs by their deduction from the booking fee amount.
8. The booking fee shall be refunded to the patient in the following situations:
 - a) if Krajmed is informed by the patient about his cancellation no later than 10 days before the scheduled surgery date,
 - b) if the patient is indisposed before the scheduled surgery date due to illness, injury or injury to the body or bodily functions or some other health complaints which render being fully functional, and thus undergoing surgery, impossible.
9. If the scope of surgery is changed during the surgery due to the factual circumstances, the patient shall not bear any additional costs unless warned of such a possibility during the surgery scheduling.

§ 5

1. In the event of an impediment rendering surgery impossible, especially due to epidemics, equipment failure or indisposition of personnel due to illness, injury or injury to the body or bodily functions or other health complaints rendering the performance of the surgery impossible, the surgery shall be rescheduled as agreed by the Parties. If no other date is convenient for the patient, the patient shall have the right to withdraw from this agreement in which case Krajmed shall be obliged to refund the booking fee and shall not bear any other costs.
2. If the surgery performance is impossible for the reasons attributed to the patient, the parties shall agree on a new date of the surgery without incurring any additional costs by the patient subject to § 4 section 5 of this Agreement.

§ 6

1. The relevant provisions of the Civil Code, the Act of 15 April 2011 on medical activity, the Act of 6 November 2008 on patients' rights and the Patient Rights Ombudsman and the Medical Code of Ethics shall apply to the matters not regulated herein.
2. The Parties undertake to seek amicable resolution of any disputes related to the interpretation or implementation of this Agreement through bilateral negotiations. Should the Parties fail to find an amicable resolution, the dispute shall be submitted for resolution by a common court of law.
3. Any amendments or additions to this agreement must be in writing or shall be null and void.
4. This Agreement has been drawn up in two counterparts, one for each of the Parties.

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Patient / Patient's statutory representative

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For Krajmed