



DOCTOR ON CALL, MCHJ

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15 / 12 / 2025

Tashkent

CLINIC / HOSPITAL MASTER AGREEMENT

This Master Services Agreement ("Agreement") is entered into on the date of execution by and between:

DoctorOnCall LLC (Also known as **DOCTOR ON CALL, MCHJ**), a company duly incorporated under the laws of the Republic of Uzbekistan, having its registered office at Tashkent City, Uchtepa District, Qo'rg'ontepa MFY, Farxodskaya Street, House No. 13 (hereinafter referred to as the "Company"), AND

_____, a clinic / hospital duly organized, licensed and operating under the laws of the Republic of Uzbekistan, holding valid medical practice licenses and approvals, having its registered office at _____ (hereinafter referred to as the "Medical Institution").

The Company and the Medical Institution are individually referred to as a "Party" and collectively as the "Parties".

1. Background and Intent

1.1 The Company operates a digital health technology platform designed to facilitate access to medical services by enabling patients to connect remotely with licensed medical institutions through authorized medical professionals.

1.2 The Medical Institution is a duly licensed healthcare provider authorized to deliver medical services in accordance with the laws of the Republic of Uzbekistan.

1.3 The Parties desire to establish a structured framework under which the Medical Institution may utilize the Company's platform to offer telemedicine consultations and related services, strictly in compliance with applicable healthcare, telemedicine and data protection regulations.



2. Nature of Relationship

2.1 The Parties expressly acknowledge and agree that the Company operates solely as a digital technology and platform service provider. The Company does not provide medical services, healthcare advice, diagnostics, treatment, prescriptions or clinical decision-making of any nature.

2.2 The Medical Institution is an independent and duly licensed healthcare provider and retains full professional, legal and regulatory responsibility for all medical services provided by it and its authorized doctors through the platform.

2.3 Nothing in this Agreement shall be construed as creating any employment relationship, partnership, joint venture, agency, representative or fiduciary relationship between the Company and the Medical Institution or between the Company and any doctor authorized by the Medical Institution.

2.4 The Medical Institution and its doctors do not act as employees, agents or representatives of the Company, and the Company does not act as a healthcare provider, medical intermediary or agent of the Medical Institution.

2.5 The Company shall not exercise any control over medical judgment, clinical decisions, diagnosis, treatment plans, prescriptions, referrals or professional conduct of the Medical Institution or its doctors.

2.6 The Parties acknowledge that any doctor-patient relationship arising through the use of the platform is established solely between the patient and the Medical Institution through its authorized doctors. No doctor-patient or healthcare relationship is created between the Company and any patient.

2.7 The Medical Institution shall not represent, directly or indirectly, that the Company provides, endorses or guarantees medical services, clinical outcomes or professional competence of doctors.

2.8 Each Party shall be solely responsible for its own employees, agents, contractors, statutory obligations and operational decisions, and neither Party shall have authority to bind or incur obligations on behalf of the other.



3. Representations and Warranties of the Medical Institution

The Medical Institution hereby represents, warrants and undertakes to the Company that, throughout the term of this Agreement:

3.1 The Medical Institution is duly incorporated, registered and validly existing under the laws of the Republic of Uzbekistan and holds all licenses, permits, registrations and governmental approvals required to lawfully operate as a medical institution and to provide medical and telemedicine services.

3.2 All licenses, accreditations and regulatory approvals held by the Medical Institution are valid, current, in full force and effect, and are not subject to suspension, restriction, investigation or revocation as of the date of execution of this Agreement.

3.3 The Medical Institution complies, and shall continue to comply, with all applicable laws, regulations, governmental orders, professional standards and ethical rules governing healthcare delivery, telemedicine, patient rights, medical confidentiality, electronic medical records and data protection in the Republic of Uzbekistan.

3.4 The Medical Institution has full legal authority to authorize its doctors to provide medical services through digital and telemedicine platforms and to enter into this Agreement on behalf of such doctors where applicable.

3.5 All doctors authorized by the Medical Institution to provide services through the platform are duly qualified, licensed, registered and legally entitled to practice medicine in Uzbekistan and are formally employed by or contractually affiliated with the Medical Institution in accordance with applicable laws.

3.6 The Medical Institution has conducted appropriate due diligence and verification of each doctor's educational qualifications, professional licenses, clinical competence, specialization and professional standing and shall remain solely responsible for the accuracy, validity and sufficiency of such verification.

3.7 The Medical Institution confirms that no individual doctor is permitted to provide services independently through the platform and that all medical services are delivered strictly under the Medical Institution's authorization, governance and professional responsibility.

3.8 The Medical Institution shall immediately notify the Company in writing of any event that may affect its legal, regulatory or professional eligibility, including but not limited to license suspension, regulatory action, material patient complaints, malpractice claims or disciplinary proceedings involving the institution or any of its doctors.



3.9 The Medical Institution acknowledges and agrees that the Company does not verify medical competence, does not supervise clinical services and does not assume responsibility for the professional conduct, medical decisions or clinical outcomes of the Medical Institution or its doctors.

4. Authorization and Control of Doctors

4.1 The Medical Institution shall authorize only those doctors who are duly qualified, licensed and legally entitled to practice medicine in the Republic of Uzbekistan to provide medical services through the Company's platform.

4.2 Each doctor providing services through the platform shall do so strictly in their professional capacity as an employee of, or a doctor contractually engaged by, the Medical Institution. Independent or individual medical practice through the platform is expressly prohibited.

4.3 The Medical Institution shall maintain full professional, administrative and disciplinary control over its doctors at all times. Such control includes responsibility for supervision, compliance with internal medical protocols, adherence to professional standards, evaluation of performance and imposition of disciplinary measures where necessary.

4.4 The Medical Institution shall ensure that all doctors authorized to use the platform are adequately trained and informed regarding applicable telemedicine regulations, patient rights, data confidentiality obligations and ethical standards.

4.5 The Medical Institution shall issue and maintain written authorization for each doctor permitting the use of the Company's platform. Such authorization shall be supported by valid employment agreements or service contracts and shall be provided to the Company upon request.

4.6 The Medical Institution shall promptly withdraw authorization and immediately notify the Company if any doctor becomes ineligible to practice, is subject to license suspension, disciplinary action, regulatory restriction or no longer maintains a valid affiliation with the Medical Institution.

4.7 The Medical Institution acknowledges and agrees that the Company does not supervise, control or evaluate the professional conduct, medical decisions or clinical performance of any doctor and shall not be deemed to exercise any form of medical oversight.

4.8 Any act, omission, negligence or professional misconduct of a doctor providing services through the platform shall be deemed to be an act or omission of the Medical Institution for all legal and regulatory purposes.

5. Verification, Institutional Responsibility and Audit Rights

5.1 The Medical Institution acknowledges and agrees that it bears the primary and continuing responsibility for verifying the identity, qualifications, professional licenses, experience, specialization and legal eligibility of each doctor authorized to provide medical services through the platform.

5.2 The Medical Institution confirms that all doctors made available through the platform are duly licensed medical professionals who are legally entitled to practice medicine in the Republic of Uzbekistan and are formally employed by or contractually affiliated with the Medical Institution in accordance with applicable laws.

5.3 The Medical Institution shall ensure that all educational degrees, professional certifications, practice licenses and institutional authorizations of its doctors are valid, current and compliant with Uzbek healthcare regulations. Any misrepresentation, lapse, suspension or revocation of a doctor's credentials shall be promptly communicated to the Company.

5.4 The Company shall not be obligated to independently verify, authenticate or monitor the medical qualifications, licenses or professional standing of individual doctors. Any verification, review or audit conducted by the Company or its appointed corporate lawyer or third-party auditor shall be performed solely for platform compliance, risk assessment or regulatory cooperation purposes and shall not be construed as an assumption of clinical responsibility or professional oversight.

5.5 The Company reserves the discretionary right, but not the obligation, to request documentation, conduct reviews or perform audits of the Medical Institution or its authorized doctors, including through third-party verification sources or government registries, in order to ensure platform integrity or compliance with applicable legal or regulatory requirements.

5.6 The Medical Institution shall fully cooperate with any such audit or verification request and shall provide accurate and complete documentation upon reasonable request. Failure to cooperate or provision of misleading information shall constitute a material breach of this Agreement.

5.7 The Medical Institution agrees that approval, visibility or continued access of any doctor on the platform shall not be deemed a certification, endorsement or validation of such doctor's competence, qualifications or professional conduct by the Company.

5.8 The Company reserves the right to suspend or restrict access to the platform for any doctor or the Medical Institution as a whole if, in the Company's reasonable assessment, continued access poses regulatory, legal, reputational or patient safety risks.

6. Telemedicine Services and Clinical Responsibility

6.1 The Medical Institution acknowledges that medical services provided through the Company's platform constitute telemedicine services and shall be delivered strictly in accordance with the laws, regulations, professional standards and governmental guidelines applicable to telemedicine in the Republic of Uzbekistan.

6.2 The Medical Institution shall ensure that telemedicine is used only for medical conditions that are clinically appropriate for remote consultation and shall require in-person examination, referral or hospitalization whenever remote assessment is insufficient or inappropriate.

6.3 Emergency medical care, urgent interventions and life-saving services shall not be provided through the platform. The Medical Institution shall ensure that patients are clearly informed of this limitation and are advised to seek immediate in-person medical attention when required.

6.4 All clinical responsibility arising from telemedicine services, including but not limited to medical history assessment, diagnosis, treatment planning, prescriptions, referrals and follow-up advice, shall rest solely with the Medical Institution and its authorized doctors.

6.5 The Company shall not participate in, influence, review or validate any medical decision, clinical judgment, diagnosis or treatment provided through the platform and shall not be considered a healthcare provider, medical intermediary or clinical supervisor.

6.6 The Medical Institution shall ensure that its doctors exercise independent professional judgment in accordance with accepted medical standards and ethical obligations and shall bear full responsibility for any medical outcomes, complications, misdiagnosis or patient dissatisfaction arising from telemedicine consultations.

6.7 The Medical Institution acknowledges the inherent limitations of telemedicine, including constraints related to physical examination and diagnostic accuracy, and agrees that such limitations do not transfer or reduce the Medical Institution's professional or legal responsibility.

6.8 Any claim, dispute or regulatory inquiry arising from telemedicine services provided through the platform shall be addressed solely by the Medical Institution, without recourse to the Company.

7. Electronic Prescriptions and Medical Records

7.1 The Medical Institution acknowledges that the issuance of electronic prescriptions and the creation, maintenance and storage of medical records constitute regulated medical activities governed by the laws and regulations of the Republic of Uzbekistan.

7.2 Where electronic prescriptions are legally permitted, such prescriptions shall be issued solely by doctors authorized by the Medical Institution and strictly in accordance with applicable laws, governmental regulations, institutional protocols and approved prescription formats.

7.3 The Medical Institution shall bear sole responsibility for the clinical accuracy, legality, appropriateness and regulatory compliance of all electronic prescriptions issued by its doctors, including responsibility for dosage, medication selection, contraindications and patient safety.

7.4 All medical records, consultation notes, prescriptions, referrals and related clinical documentation generated in connection with services provided through the platform shall be created, maintained, stored and retained by the Medical Institution in accordance with applicable healthcare record-keeping and data retention laws.

7.5 The Company does not generate, issue, alter, validate, store or archive medical records or prescriptions and does not exercise any control over the content or clinical substance of such records.

7.6 Any electronic or digital transmission of prescriptions or medical records facilitated through the Company's platform shall be provided solely as a technical means of communication and shall not be construed as clinical involvement, medical validation or regulatory responsibility on the part of the Company.

7.7 The Medical Institution shall ensure that access to medical records and prescriptions is restricted to authorized personnel only and that adequate technical and organizational measures are implemented to protect patient confidentiality and data security.

7.8 Any regulatory inquiry, audit, patient complaint or legal claim relating to electronic prescriptions or medical records shall be addressed exclusively by the Medical Institution, and the Company shall not be held responsible for any deficiency, error or non-compliance relating thereto.

8. Patient Complaints and Clinical Liability

8.1 The Medical Institution shall have sole responsibility for receiving, investigating, responding to and resolving all patient complaints, claims, grievances or disputes arising from or relating to medical services provided through the platform, including complaints relating to diagnosis, treatment, prescriptions, professional conduct or clinical outcomes.

8.2 The Company shall not be obligated to adjudicate, mediate or resolve any patient complaint relating to medical services. Any involvement of the Company in forwarding or transmitting patient feedback or complaints shall be limited to administrative facilitation and shall not constitute assumption of clinical or legal responsibility.

8.3 All clinical liability arising from medical services provided through the platform, including but not limited to malpractice, negligence, misdiagnosis, delayed diagnosis, inappropriate treatment, prescription errors or professional misconduct, shall rest solely with the Medical Institution and its authorized doctors.

8.4 The Medical Institution acknowledges that the Company does not control, supervise or review medical services and therefore shall not be liable for any injury, loss, damage or adverse outcome suffered by a patient as a result of medical advice or treatment provided through the platform.

8.5 The Medical Institution shall promptly notify the Company of any material patient complaint, regulatory inquiry, legal claim or governmental investigation relating to services provided through the platform that may reasonably affect the Company's operations, compliance status or reputation.

8.6 The Medical Institution shall cooperate with any lawful regulatory inquiry or investigation and shall bear all costs, penalties or consequences arising from such inquiry insofar as it relates to medical services or professional conduct.

8.7 The Medical Institution agrees that no act, omission or statement of the Company shall be construed as acceptance of medical liability or admission of responsibility for patient outcomes.

9. Fees, Platform Charges and Financial Matters

9.1 The Medical Institution shall independently determine the fees and charges applicable to medical services provided through the platform, subject to applicable laws of the Republic of Uzbekistan. The Company shall have no authority to set, control or influence medical pricing.

9.2 In consideration for providing access to the digital platform, technological infrastructure, appointment management systems, communication tools, payment facilitation and related administrative services, the Company shall be entitled to charge the Medical Institution a platform service fee or commission, as separately agreed in writing between the Parties.

9.3 The platform service fee or commission shall be a fee for technology and administrative services only and shall not be construed as a share of medical fees, clinical revenue or healthcare profits.

9.4 The Company may facilitate the collection of consultation fees from patients on behalf of the Medical Institution through integrated payment systems. Amounts collected may be settled to the Medical Institution after deduction of the agreed platform service fee, transaction charges and any applicable statutory deductions required by law.

9.5 The Medical Institution remains solely responsible for the accuracy of fee disclosures to patients, issuance of invoices or receipts, handling of refunds relating to medical dissatisfaction and compliance with all applicable tax, accounting and financial reporting obligations.

9.6 The Company shall not be responsible for any tax liabilities, statutory contributions or financial obligations of the Medical Institution or its doctors, including but not limited to income tax, value-added tax, social contributions or professional levies.

9.7 Any dispute relating to fees charged for medical services, refunds, chargebacks or patient dissatisfaction with pricing shall be resolved solely between the Medical Institution and the patient. The Company shall not bear liability for such disputes, except to the extent required to reverse or adjust a transaction for technical or payment-processing reasons.

9.8 The Medical Institution acknowledges that the Company does not guarantee patient volumes, revenue generation, consultation frequency or financial performance of any kind.

10. Confidentiality and Data Protection

10.1 The Medical Institution acknowledges that patient medical information, health records and consultation data constitute confidential and sensitive information protected under the laws of the Republic of Uzbekistan.

10.2 The Medical Institution shall ensure full compliance with all applicable laws, regulations and professional obligations relating to patient confidentiality, medical secrecy, data protection and privacy, including obligations governing the collection, use, storage, processing and disclosure of personal and medical data.

10.3 The Medical Institution shall be the primary data controller in respect of patient medical data generated through services provided on the platform and shall retain full responsibility for the lawful processing, accuracy, retention and protection of such data.

10.4 The Company shall act solely as a technical service provider and data processor to the extent necessary to operate the platform and facilitate communication. The Company shall not access, review or use patient medical data except as required for technical operation, security, lawful compliance or regulatory cooperation.

10.5 The Medical Institution shall ensure that access to patient data is restricted to authorized personnel only and that appropriate technical, organizational and administrative safeguards are implemented to prevent unauthorized access, disclosure, alteration or loss of data.

10.6 The Medical Institution shall promptly notify the Company of any actual or suspected data breach, unauthorized disclosure or security incident affecting patient data and shall bear full responsibility for managing, reporting and remedying such incident in accordance with applicable laws.

10.7 The Company shall implement reasonable technical and organizational security measures to protect platform infrastructure. However, the Company shall not be liable for data breaches, confidentiality violations or regulatory penalties arising from acts or omissions of the Medical Institution or its doctors.

10.8 The Medical Institution shall indemnify and hold the Company harmless from any claims, penalties, damages or losses arising from violation of confidentiality or data protection obligations relating to medical data.

10.9 The obligations under this Section shall survive termination or expiry of this Agreement.

11. Indemnification

11.1 The Medical Institution agrees to indemnify, defend and hold harmless the Company, its directors, officers, employees, shareholders, auditors, advisors and technology partners from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, penalties, fines, costs and expenses, including reasonable legal fees, arising out of or relating to:

- a. the provision of medical services, telemedicine consultations, diagnoses, treatments, prescriptions or clinical advice by the Medical Institution or its authorized doctors through the platform
- b. any act, omission, negligence, malpractice, professional misconduct or breach of professional duty by the Medical Institution or its doctors
- c. any breach of the representations, warranties or obligations of the Medical Institution under this Agreement, including those set out in Sections 3 through 10
- d. any failure by the Medical Institution or its doctors to comply with applicable healthcare, telemedicine, licensing, data protection or patient rights laws of the Republic of Uzbekistan
- e. any patient complaint, claim, dispute, investigation or legal proceeding arising from medical services provided through the platform
- f. any inaccuracy, invalidity or misrepresentation relating to the credentials, licenses, qualifications or institutional affiliation of any doctor
- g. any breach of confidentiality, data protection obligation or security incident attributable to the Medical Institution or its doctors
- h. any tax, financial or statutory liability arising from fees charged, payments received or services provided by the Medical Institution

11.2 The indemnification obligations under this Section shall apply regardless of whether the Company facilitated appointments, communications or payments and regardless of whether the Company had knowledge of the events giving rise to the claim.

11.3 The Company shall promptly notify the Medical Institution of any claim or proceeding for which indemnification is sought. The Medical Institution shall assume full responsibility for the defense of such claim, including appointment of legal counsel reasonably acceptable to the Company.

11.4 The Company shall have the right, at its own expense, to participate in the defense of any such claim. No settlement shall be entered into by the Medical Institution that imposes any obligation, admission of liability or restriction on the Company without the Company's prior written consent.

11.5 The indemnification obligations set forth in this Section shall survive termination or expiry of this Agreement and shall remain enforceable notwithstanding any limitation of liability elsewhere in this Agreement.

12. Term, Suspension and Termination

12.1 This Agreement shall commence on the effective date of execution and shall remain in force unless and until terminated in accordance with the provisions of this Section.

12.2 Either Party may terminate this Agreement for convenience by providing written notice to the other Party, subject to a notice period of thirty (30) days, unless otherwise agreed in writing.

12.3 The Company shall have the right to suspend, restrict or terminate this Agreement, in whole or in part, with immediate effect and without prior notice, if:

- a. the Medical Institution or any of its doctors fails to maintain valid licenses, permits, registrations or regulatory approvals
- b. any representation or warranty of the Medical Institution is found to be false, misleading or inaccurate
- c. the Medical Institution or its doctors violate applicable healthcare, telemedicine, data protection or patient rights laws
- d. the Medical Institution fails or refuses to cooperate with verification, audit or compliance requests
- e. continued operation poses a risk to patient safety, regulatory compliance, platform integrity or the Company's reputation
- f. any doctor associated with the Medical Institution is subject to disciplinary action, license suspension or regulatory investigation that materially affects service delivery

12.4 The Medical Institution may terminate this Agreement with immediate effect if the Company materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.

12.5 Upon suspension or termination:

a. access of the Medical Institution and its doctors to the platform shall be immediately revoked

b. no new appointments shall be accepted through the platform

c. the Medical Institution shall remain responsible for all obligations, liabilities and patient services arising from consultations conducted prior to the effective date of suspension or termination

12.6 Termination or suspension of this Agreement shall not affect any rights, obligations or liabilities that have accrued prior to such termination, including obligations relating to indemnification, confidentiality, data protection and outstanding payments.

12.7 The Company shall not be liable for any loss of revenue, goodwill or anticipated profits suffered by the Medical Institution as a result of suspension or termination carried out in accordance with this Agreement.

13. Governing Law and Jurisdiction

13.1 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of Uzbekistan.

13.2 Any dispute, claim or controversy arising out of or in connection with this Agreement, including its performance, interpretation, breach or termination, shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Uzbekistan.

13.3 The Parties expressly waive any objection to such jurisdiction on the grounds of venue, forum non conveniens or similar principles.



14. Entire Agreement and Amendments

14.1 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations or understandings, whether written or oral.

14.2 No amendment, modification, waiver or variation of this Agreement shall be valid or binding unless made in writing and duly signed by authorized representatives of both Parties.

14.3 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a competent court or authority, such provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

14.4 The failure of either Party at any time to require performance of any provision of this Agreement shall not affect its right to require such performance at a later time, nor shall any waiver of a breach be deemed a waiver of any subsequent breach.

14.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURES

For DoctorOnCall LLC Authorized Signatory Name: Signature/Seal: Date:	For Medical Institution Authorized Signatory Name: Designation: Signature/Seal: Date:
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