



DOCTOR ON CALL, MCHJ

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Tashkent

DOCTOR SERVICE AGREEMENT

This Doctor Service Agreement ("Agreement") is entered into between **DoctorOnCall LLC**, 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 the undersigned licensed medical professional acting through and on behalf of a duly licensed medical institution (hereinafter referred to as the "Doctor").

The Company and the Doctor are hereinafter individually referred to as a "Party" and collectively as the "Parties".

1. Purpose and Scope

1.1 This Doctor Service Agreement ("Agreement") governs the terms under which the undersigned medical professional ("Doctor") is permitted to provide medical consultation services to patients through the digital health platform operated by **DoctorOnCall LLC**, a company 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").

1.2 The Company operates solely as a technology service provider offering a digital platform for appointment management, communication facilitation and administrative support. The Company does not provide medical services, does not practice medicine and does not participate in any form of diagnosis, treatment, prescription or clinical decision-making.

1.3 The Doctor acknowledges and agrees that access to the platform is granted solely for the purpose of providing telemedicine consultations on behalf of and under the authorization of a duly licensed clinic or hospital with which the Doctor is formally affiliated (the "Affiliated Medical Institution").

1.4 Independent or individual medical practice through the platform is strictly prohibited. The Doctor shall not provide any medical services through the platform except in their professional capacity as an authorized doctor of the Affiliated Medical Institution.





1.5 All medical services provided through the platform shall be delivered in compliance with applicable laws and regulations of the Republic of Uzbekistan, including laws governing healthcare delivery, telemedicine, electronic prescriptions, medical ethics, patient rights and data protection.

1.6 This Agreement does not create any obligation on the Company to ensure clinical quality, professional competence or regulatory compliance of the Doctor. All such responsibilities remain with the Doctor and the Affiliated Medical Institution in accordance with applicable law.

2. Nature of Engagement and Relationship

2.1 The Doctor acknowledges and agrees that the Company operates solely as a digital technology platform and does not provide medical services, healthcare advice, diagnosis, treatment or prescriptions of any nature.

2.2 The Doctor provides medical services through the platform strictly in their professional capacity as an authorized medical practitioner of the Affiliated Medical Institution and not in an individual or independent capacity.

2.3 Nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, joint venture or representative relationship between the Doctor and the Company.

2.4 The Doctor is not an employee, agent or representative of the Company, and the Company does not exercise control over the Doctor's medical judgment, clinical decisions, professional conduct or methods of treatment.

2.5 Any doctor-patient relationship arising through use of the platform is established exclusively between the patient and the Affiliated Medical Institution through the Doctor. No doctor-patient or healthcare relationship is created between the Doctor and the Company or between the patient and the Company.

2.6 The Doctor shall not represent or imply, directly or indirectly, that the Company provides, endorses, supervises or guarantees medical services, clinical outcomes or professional competence.

2.7 The Doctor shall comply with all internal policies, protocols and professional standards of the Affiliated Medical Institution while providing services through the platform.





c. All consultations provided through the platform are rendered solely in the Doctor's professional capacity as an authorized practitioner of the affiliated medical institution.

d. The name, license details and registration information of the affiliated medical institution shall be disclosed during onboarding and may be displayed to patients.

Any change, suspension or termination of such affiliation shall be immediately notified to the Company. Loss of valid institutional association shall result in immediate suspension or termination of access to the platform.

3. Institutional Affiliation and Authorization

3.1 The Doctor represents, warrants and undertakes that they are formally employed by or contractually affiliated with a duly licensed clinic or hospital authorized to provide medical services under the laws of the Republic of Uzbekistan (the "Affiliated Medical Institution").

3.2 The Doctor acknowledges and agrees that individual or independent medical practice through the Company's platform is strictly prohibited. All medical services provided through the platform shall be rendered solely on behalf of and under the authority, supervision and professional responsibility of the Affiliated Medical Institution.

3.3 The Doctor shall provide complete and accurate details of the Affiliated Medical Institution during onboarding, including its name, license number, registration details and any authorization required for telemedicine practice.

3.4 The Doctor confirms that the Affiliated Medical Institution has granted explicit authorization for the Doctor to provide telemedicine services through the platform and that such authorization remains valid and in full force at all times.

3.5 The Doctor shall immediately notify the Company in writing of any change, suspension or termination of their affiliation with the Affiliated Medical Institution. Loss of valid institutional affiliation shall result in immediate suspension or termination of the Doctor's access to the platform.

3.6 The Doctor acknowledges that verification of institutional affiliation and authorization is a prerequisite for visibility on the patient-facing application and that continued access is subject to ongoing compliance.

3.7 The Doctor agrees that any act, omission, negligence or professional misconduct in the course of providing services through the platform shall be deemed an act or omission of the Doctor and the Affiliated Medical Institution for all legal and regulatory purposes.



4. Verification and Documentation

4.1 The Doctor acknowledges that the primary responsibility for verifying their identity, educational qualifications, professional licenses, specialization, clinical competence and legal eligibility to practice medicine rests with the Affiliated Medical Institution.

4.2 The Doctor represents and warrants that all documents, information and declarations submitted to the Affiliated Medical Institution and to the Company during onboarding or at any time thereafter are true, accurate, complete and not misleading.

4.3 The Doctor shall provide such documents as may be reasonably required by the Company for platform onboarding purposes, including proof of identity, professional registration and confirmation of institutional affiliation. Any such collection by the Company shall be limited to platform compliance and administrative requirements only.

4.4 The Company shall not be obligated to independently verify, authenticate or continuously monitor the Doctor's qualifications, licenses or professional standing. Any verification, review or audit conducted by the Company, its corporate legal counsel or a third-party auditor shall be undertaken solely for compliance, risk management or regulatory cooperation purposes and shall not be construed as professional validation or clinical oversight.

4.5 The Doctor acknowledges that approval, activation or continued visibility on the platform does not constitute certification, endorsement or guarantee by the Company of the Doctor's competence, qualifications or fitness to practice.

4.6 The Doctor shall immediately inform both the Company and the Affiliated Medical Institution of any suspension, restriction, expiry, investigation or revocation affecting their medical license, professional registration or right to practice.

4.7 Failure to provide accurate documentation, concealment of material facts or loss of eligibility to practice medicine shall constitute a material breach of this Agreement and may result in immediate suspension or termination of access to the platform.

5. Telemedicine Practice and Limitations

5.1 The Doctor shall provide medical consultations through the platform strictly within the scope permitted under the laws, regulations, professional standards and governmental guidelines applicable to telemedicine in the Republic of Uzbekistan.

5.2 The Doctor acknowledges that telemedicine has inherent limitations and shall use professional judgment to determine whether a patient's condition is appropriate for remote consultation. Where in-person examination, diagnostic testing or emergency intervention is clinically necessary, the Doctor shall advise the patient accordingly and shall not attempt to manage such condition remotely.

5.3 The Doctor shall not provide emergency medical care, urgent interventions or life-saving treatment through the platform. The Doctor shall clearly inform patients that the platform is not intended for emergency use.

5.4 All medical advice, diagnoses, treatment recommendations, referrals and follow-up instructions provided through the platform shall be based on accepted medical standards, ethical obligations and applicable institutional protocols of the Affiliated Medical Institution.

5.5 The Doctor shall at all times exercise independent professional judgment and shall not rely on the platform for clinical decision-making. The Company does not participate in, influence or review medical consultations.

5.6 The Doctor acknowledges and agrees that all clinical responsibility arising from telemedicine services, including misdiagnosis, delayed diagnosis, inappropriate treatment or adverse outcomes, rests solely with the Doctor and the Affiliated Medical Institution.

5.7 The Doctor shall comply with all telemedicine-specific requirements relating to patient consent, identification, documentation and continuity of care as prescribed by applicable laws and institutional policies.

6. Electronic Prescriptions and Medical Records

6.1 The Doctor acknowledges that the issuance of prescriptions, whether electronic or otherwise, and the creation, maintenance and storage of medical records constitute regulated medical activities governed by the laws and regulations of the Republic of Uzbekistan.

6.2 Where electronic prescriptions are legally permitted, the Doctor may issue such prescriptions strictly in their professional capacity as an authorized doctor of the Affiliated Medical Institution and in accordance with applicable laws, governmental regulations, institutional protocols and approved prescription formats.

6.3 The Doctor shall bear full professional responsibility for the clinical accuracy, legality, appropriateness and patient safety implications of any prescription issued, including responsibility for medication selection, dosage, contraindications, interactions and follow-up advice.

6.4 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 Doctor and the Affiliated Medical Institution in accordance with applicable healthcare record-keeping, confidentiality and data retention laws.

6.5 The Company does not issue, modify, validate, approve or store medical records or prescriptions and does not exercise any control over the clinical content or substance of such records.

6.6 Any electronic transmission or display of prescriptions or medical records facilitated through the platform is provided solely as a technical communication tool and shall not be construed as clinical involvement, medical validation or regulatory responsibility on the part of the Company.

6.7 The Doctor shall ensure that access to medical records and prescriptions is restricted to authorized personnel only and that patient confidentiality is maintained at all times in accordance with law and institutional policy.

6.8 Any regulatory inquiry, patient complaint, audit or legal claim relating to prescriptions or medical records shall be addressed solely by the Doctor and the Affiliated Medical Institution, without recourse to the Company.

7. Professional Responsibility and Conduct

7.1 The Doctor shall at all times perform medical services through the platform in a professional, ethical and competent manner, in accordance with applicable laws, medical ethics, professional standards and the internal policies and protocols of the Affiliated Medical Institution.

7.2 The Doctor shall maintain all licenses, registrations, certifications and professional approvals required to lawfully practice medicine and to provide telemedicine services in the Republic of Uzbekistan.

7.3 The Doctor shall be solely responsible for their professional conduct, medical judgment, clinical decisions and interactions with patients while providing services through the platform.

7.4 The Doctor shall not engage in any conduct that is misleading, unethical, fraudulent or inconsistent with accepted medical practice or that may compromise patient safety or public trust.

7.5 The Doctor shall comply with all reasonable clinical, ethical and operational requirements imposed by the Affiliated Medical Institution and shall promptly report any material patient safety incident, complaint or regulatory issue to the Affiliated Medical Institution.

7.6 The Doctor shall not use the platform to provide medical services outside the scope of their licensed practice, specialization or institutional authorization.

7.7 Any disciplinary action, professional sanction, regulatory inquiry or legal proceeding arising from the Doctor's conduct shall be the sole responsibility of the Doctor and the Affiliated Medical Institution.

8. Fees and Payment Facilitation

8.1 The Doctor acknowledges and agrees that the Company does not determine, set, negotiate or control the fees charged to patients for medical services provided through the platform.

8.2 Any fees payable for medical services are determined exclusively by the Affiliated Medical Institution in accordance with applicable laws, internal policies and contractual arrangements between the Doctor and the Affiliated Medical Institution.

8.3 The Doctor shall not be entitled to receive any payment directly from the Company for medical services provided through the platform. Any remuneration, fees or compensation payable to the Doctor shall be governed solely by the contractual relationship between the Doctor and the Affiliated Medical Institution.

8.4 The Company may facilitate the collection of consultation fees from patients on behalf of the Affiliated Medical Institution through integrated payment systems. Such facilitation is administrative and technical in nature only and does not constitute payment for medical services by the Company.

8.5 The Doctor acknowledges that the Company may charge the Affiliated Medical Institution a platform service fee or commission for providing technology and administrative services, as agreed separately between the Company and the Affiliated Medical Institution. Such fees do not affect the Doctor's professional independence.

8.6 The Doctor shall be solely responsible for compliance with any personal tax, reporting or statutory obligations arising from compensation received from the Affiliated Medical Institution.



8.7 The Doctor agrees that any dispute relating to fees, compensation or payment for medical services shall be resolved exclusively between the Doctor and the Affiliated Medical Institution and shall not involve the Company.

9. Confidentiality and Data Protection

9.1 The Doctor acknowledges that all patient information, including personal data, medical records, consultation details and health-related information, constitutes confidential and sensitive information protected under the laws of the Republic of Uzbekistan.

9.2 The Doctor shall comply at all times with all applicable laws, regulations and professional obligations relating to medical confidentiality, data protection, patient privacy and medical secrecy, including obligations imposed by the Affiliated Medical Institution.

9.3 The Doctor shall access, use and disclose patient data solely for the purpose of providing medical services on behalf of the Affiliated Medical Institution and strictly in accordance with applicable law and institutional policies.

9.4 The Doctor acknowledges that the Affiliated Medical Institution acts as the primary data controller in respect of patient medical data and that the Doctor processes such data under the authority and responsibility of the Affiliated Medical Institution.

9.5 The Company acts solely as a technical platform provider and data processor to the limited extent necessary to operate the platform. The Doctor shall not represent or imply that the Company controls, owns or is responsible for patient medical data.

9.6 The Doctor shall take all reasonable technical, organizational and professional measures to safeguard patient data against unauthorized access, disclosure, alteration or loss.

9.7 The Doctor shall promptly notify the Affiliated Medical Institution of any actual or suspected breach of confidentiality, data security incident or unauthorized disclosure involving patient data and shall cooperate fully in any investigation or remediation required by law.

9.8 The Doctor acknowledges that any breach of confidentiality or data protection obligations may result in disciplinary action by the Affiliated Medical Institution, suspension or termination of access to the platform and potential legal liability under applicable laws.

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



10. Patient Complaints and Liability

10.1 The Doctor acknowledges and agrees that all patient complaints, grievances, claims or disputes arising from or relating to medical services provided through the platform shall be addressed and resolved exclusively by the Doctor and the Affiliated Medical Institution.

10.2 The Company shall not be obligated to investigate, mediate or adjudicate any patient complaint relating to diagnosis, treatment, prescriptions, professional conduct or clinical outcomes. Any involvement of the Company in forwarding or transmitting patient feedback shall be limited to administrative facilitation only.

10.3 The Doctor shall promptly inform the Affiliated Medical Institution of any patient complaint, adverse event, clinical incident, legal notice or regulatory inquiry arising from services provided through the platform.

10.4 The Doctor shall bear full professional responsibility for all medical advice, diagnoses, treatment decisions, prescriptions and follow-up instructions provided through the platform, in accordance with applicable law and institutional policies.

10.5 The Doctor acknowledges that the Company does not supervise, control 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 services provided by the Doctor.

10.6 Any claim, demand, investigation or legal proceeding initiated by a patient or regulatory authority in connection with medical services provided through the platform shall be deemed to arise solely from the professional services of the Doctor and the Affiliated Medical Institution and not from any act or omission of the Company.

10.7 The Doctor agrees that no statement, action or omission by the Company shall be construed as acceptance of medical liability or as an admission of responsibility for patient outcomes.

11. Indemnification

11.1 The Doctor agrees to indemnify, defend and hold harmless the Company, its directors, officers, employees, shareholders, advisors, auditors 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. any medical services, telemedicine consultations, diagnoses, treatments, prescriptions, referrals or clinical advice provided by the Doctor through the platform
- b. any act, omission, negligence, malpractice, professional misconduct or breach of professional duty by the Doctor
- c. any breach of this Agreement by the Doctor, including breach of representations, warranties or obligations set out in Sections 1 through 10
- d. any failure by the Doctor to comply with applicable healthcare, telemedicine, licensing, professional ethics, data protection or patient rights laws of the Republic of Uzbekistan
- e. any inaccuracy, invalidity or misrepresentation relating to the Doctor's qualifications, licenses, registrations, specialization or institutional affiliation
- f. any patient complaint, claim, dispute, investigation or legal proceeding arising from medical services provided by the Doctor
- g. any breach of confidentiality, data protection obligation or security incident attributable to the Doctor

11.2 The Doctor acknowledges that the Company acts solely as a technology platform and does not supervise, control or participate in medical services. Accordingly, all liabilities arising from medical services provided through the platform shall remain solely with the Doctor and the Affiliated Medical Institution.

11.3 The indemnification obligations under this Section shall apply regardless of whether the Company facilitated appointment scheduling, communication or payment processing and regardless of whether the Company had prior knowledge of the events giving rise to the claim.

11.4 The Company shall promptly notify the Doctor of any claim or proceeding for which indemnification is sought. The Doctor shall cooperate fully with the Affiliated Medical Institution in defending such claim and shall take all necessary steps to ensure that the Company is not adversely affected.



11.5 The indemnification obligations under 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 date of execution by the Doctor and shall remain in force unless and until terminated in accordance with the provisions of this Section.

12.2 Either the Doctor or the Company 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 required by applicable law.

12.3 The Company shall have the right to suspend, restrict or terminate the Doctor's access to the platform, in whole or in part, with immediate effect and without prior notice, if:

- a. the Doctor fails to maintain valid medical licenses, registrations, certifications or legal eligibility to practice medicine
- b. the Doctor ceases to be employed by or contractually affiliated with a duly licensed clinic or hospital
- c. any representation, warranty or declaration made by the Doctor under this Agreement is found to be false, misleading or inaccurate
- d. the Doctor violates applicable healthcare, telemedicine, licensing, data protection or patient rights laws
- e. the Doctor fails to comply with the policies, protocols or authorization of the Affiliated Medical Institution
- f. the Doctor fails to cooperate with verification, audit or compliance requirements
- g. continued access poses a risk to patient safety, regulatory compliance, platform integrity or the Company's reputation





12.4 The Doctor 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 from the Doctor.

12.5 Upon suspension or termination of this Agreement:

- a. the Doctor's access to the platform shall be immediately revoked
- b. the Doctor shall cease accepting new consultations through the platform
- c. the Doctor and the Affiliated Medical Institution shall remain fully 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 accrued prior to such termination, including obligations relating to indemnification, confidentiality and data protection.

12.7 The Company shall not be liable for any loss of income, professional opportunity, reputation or anticipated earnings suffered by the Doctor 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 formation, performance, interpretation, breach or termination, shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Uzbekistan.

13.3 The Doctor expressly waives any objection to such jurisdiction on the grounds of venue, forum non conveniens or any similar principle.





14. Entire Agreement and Amendments

14.1 This Agreement constitutes the entire agreement and understanding between the Doctor and the Company 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 the Doctor and the Company.

14.3 If any provision of this Agreement is held by a competent court or authority to be invalid, illegal or unenforceable, 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 MCHJ Name: Title: Signature: Date:	For Doctor Name: Affiliated Clinic / Hospital: Signature: Date:
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