HOSPITAL SERVICES AGREEMENT

HOSPITAL SERVICES AGREEMENT ENTERED INTO, ON THE ONE HAND, BY **SERVICIOS MEDICOS PUNTA MITA UNO S. DE R.L. DE C.V.**, HEREINAFTER THE "HOSPITAL", AND ON THE OTHER HAND BY _____ WITH DATE OF BIRTH _____, HEREINAFTER THE **"PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT"**, IN ACCORDANCE WITH THE FOLLOWING RECITALS AND CLAUSES.

RECITALS

The **HOSPITAL** declares:

I. That it is a Mexican legal entity, incorporated in accordance with applicable national law, as evidenced by public deed number 41,667, dated December 16, 2021, executed before Lic. Teodoro Ramírez Valenzuela, Notary Public number 2, in the State of Nayarit, and, where applicable, registered in the Public Registry of Commerce.

II.- That it is registered in the Federal Taxpayers Registry under Number **SMP211216KW9** Tel. **+523296880059.**

III.- That its main activities include providing hospital Services for the care of patients who are admitted for diagnosis, treatment or rehabilitation.

IV.- That for the legal purposes of this agreement it designates as its address: **CALLE ACCESO A PUNTA DE MITA #1, COLINA CORRAL DEL RISCO EN PUNTA DE MITA, MUNICIPIO DE BAHIA DE BANDERAS, NAYARIT. C.P.63734.**

V.- That it makes available to the consumer, as a contact line for any matter related to this agreement, the telephone number: **+523296880059** and the following email address: **frontdesk@puntamitahospital.com.**

VI.- That it informed the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT of the price of the services according to the current price list or catalog, and that the total amount payable for the service would be made known to them at the time of the Patient's discharge.

VII.- Days and hours of service: 24 hours a day, 365 days a year.

The **PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT** declare(s):

I.- That their name is as stated in the General Information Form of this agreement, that they have the legal capacity to enter into this agreement, and that they wish to contract the Services of the **HOSPITAL**, under the terms and conditions set forth below.

II.- That they are sufficiently solvent financially and have the necessary liquidity to pay the **HOSPITAL** for each and every one of the Hospital Services that are the subject matter of this agreement.

C L A U S E S

FIRST. - Purpose.
The **HOSPITAL** shall provide the Patient with the Hospital Services indicated by their attending and consulting physician(s) and/or those that are necessary in case of emergency, according to the resolution and installed capacity of the **HOSPITAL**, hereinafter the **"Services"**, that is, all those other than the professional services rendered by the attending physician, their collaborators and consulting physician(s). The Services may consist of the use of Hospital equipment and infrastructure, diagnostic and treatment tests, nursing and paramedical staff Services, supply of medications and supplies for wound care, medical and therapeutic treatments, surgical interventions and medical procedures required due to the User's condition and any possible contingencies that may arise during the treatments and/or surgical interventions. For their part, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT undertake(s) to pay the Hospital the amount of the Services provided under this agreement. If the user contracts a package of Services, its price and the services included shall be specified in an annex, and said annex, once signed by the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT, shall form an integral part of this agreement. The Services shall be provided at the Hospital facilities of the **HOSPITAL**, located at **CALLE ACCESO A PUNTA DE MITA #1, COLINA CORRAL DEL RISCO EN PUNTA DE MITA, MUNICIPIO DE BAHIA DE BANDERAS, NAYARIT. C.P.63734.**

SECOND. - Authorization of care.
The PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT, having received prior information from the **HOSPITAL** regarding the need for hospitalization, state(s) that they expressly authorize the **HOSPITAL** and the attending and consulting physician(s) to provide and perform on the Patient, for diagnostic or therapeutic purposes, the necessary medical-surgical procedures according to the condition in question and any possible contingencies that may arise during them. It being understood that the attending physician must first provide the user with sufficient, clear, timely and truthful information regarding their health care, explaining the risks and alternatives of the authorized procedures.

This initial authorization does not exclude the need to subsequently obtain the corresponding authorization for each procedure that entails a high risk for the user.

Likewise, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT grant their consent for the Patient's attending and consulting physician(s) to order the performance of tests, wound care, treatments and interventions by other physicians, as well as the administration and supply of medications and supplies they deem appropriate.

Likewise, the **HOSPITAL** is obligated to compile a clinical record containing the information related to the care provided to the Patient, according to the orders and instructions of the attending and consulting physician(s), which must comply with the guidelines established in the applicable Official Mexican Standard.

THIRD. - Supplies and medications.
The PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT acknowledge(s) and express(es) their agreement that the **HOSPITAL** shall provide the supplies and medications required for medical care during the Hospital stay, in accordance with the doses, quantities and terms ordered in writing by the attending and consulting physician(s).

FOURTH. - Price and Method of Payment.
The contracting parties agree that the price of the Services provided under this agreement shall be that resulting from applying the prices and rates in effect at the **HOSPITAL** on the date the Services are contracted; therefore, the **HOSPITAL** makes the current catalog or list of prices and rates available to the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT.

The PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT undertakes to pay the **HOSPITAL** daily for the services provided according to the corresponding account statement that the **HOSPITAL** will make available daily, so that at the end of each Hospital day the Services provided to the Patient are covered.

The contracting parties agree that, on overdue and unpaid amounts, the **HOSPITAL** may charge default interest at the Interbank Equilibrium Interest Rate (TIIE for its acronym in English) plus 3 **percentage points, from the moment** payment **stopped and** until the moment the debt is settled.

In the case of service packages, their price and method of payment shall be established in an annex to this agreement, it being understood that all services not included in the description of the respective package, or that exceed the limits of said package, must be paid under the terms of this agreement.

The contracting parties agree that responsibility for payment of the Services, in accordance with the Catalog or List of Prices and Rates **in effect** at the **HOSPITAL**, shall fall **jointly and severally on** the PATIENT AND FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT, in accordance with the following articles of the Federal Civil Code in force and other applicable provisions.
"Article 1987. *In addition to joint liability (mancomunidad), there shall be active joint and several liability when two or more creditors are each entitled to demand full performance of the obligation; and passive joint and several liability when two or more debtors are each bound to render the owed performance in full."*

"Article 1989. *Each of the creditors, or all of them together, may demand from all the joint and several debtors, or from any of them, full or partial payment of the debt. If they claim the whole from one of the debtors and that debtor proves insolvent, they may claim it from the others or from any of them. If they have claimed only part, or have otherwise consented to the division of the debt with respect to one or some of the debtors, they may claim the whole from the other obligors, deducting the share of the debtor or debtors released from joint and several liability."*

"Article 1998. *If one of the joint and several debtors dies leaving several heirs, each of them is obligated to pay the share corresponding to them in proportion to their inheritance, unless the obligation is indivisible; but all co-heirs shall be considered a single joint and several debtor in relation to the other debtors."*

"Article 2002. *When damages are claimed due to non-performance of the obligation, each of the joint and several debtors shall be fully liable for them."*

The contracting parties agree that if the amount of the services exceeds the financial capacity and/or liquidity of the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT, they must inform the **HOSPITAL** of this situation at least 24 (twenty-four) hours in advance so that the patient can be immediately transferred to another hospital institution in order to avoid default or non-payment of the services.

If the provisions of the preceding paragraph are not complied with, the **HOSPITAL** may transfer the patient to a public hospital institution immediately after non-compliance with any of the clauses of this agreement is verified, the **HOSPITAL** being released from the obligations incumbent upon it under this agreement and having, as of now, the consent and authorization of the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT for this purpose; it being understood that the transfer of the patient shall not extinguish the obligation to pay for the services provided and not paid before the transfer. The **HOSPITAL** undertakes to give reliable notice to the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT that said transfer will be made, specifying the details of the receiving unit.

FIFTH. - Hospital Admission Procedure.
The PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT must register at the Admissions Department of the **HOSPITAL**, providing all their general data and the information necessary for registration; likewise, they must provide the advance payment and/or security deposit established in the Hospital's Current Price Catalog, according to the reason for admission, type of room and/or Hospital Service to which the Patient will be admitted, obtaining the receipt issued by the **HOSPITAL** for this purpose.

The advance payment and/or security deposit shall be applied to the account for the Services provided at the time of its closing and settlement of the total balance, or when payment of the Services is in default, it being understood that any excess shall be immediately refunded by the **HOSPITAL**.

If the Patient has an accident and/or illness insurance policy in the lines of personal accident, medical expenses and/or health, with a legally established insurance company, or is a beneficiary of a public or private Institution that has entered into an agreement with the **HOSPITAL** for direct payment of the Services covered by this agreement, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT shall be obligated to notify the Admissions Staff of the **HOSPITAL** at the time of Hospital admission, so that the procedures agreed between the corresponding Insurer or Institution and the **HOSPITAL** can be carried out. If the Insurer or Institution does not assume the obligation to pay for the Services, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT shall be obligated to pay the **HOSPITAL**, under the terms set forth in the Fourth Clause, for all Services provided under this agreement. Likewise, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT undertake(s) to pay all charges for Services not included or not covered by the corresponding Insurer or Institution, as well as coinsurance, deductibles and any amount established by their Insurer or Institution.

SIXTH. - Safekeeping of Personal Belongings.
The **HOSPITAL** shall only be liable for the loss, theft or damage of the belongings or valuables of the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT that are inventoried and deposited in the safe deposit boxes of the corresponding Department of the **HOSPITAL**, covered by the formal receipt for said belongings or valuables, issued by the **HOSPITAL** itself.

SEVENTH. - Internal Regulations.
The PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT undertake(s) to comply with the Internal Regulations of the **HOSPITAL**, which they state they are familiar with, having read them before signing this agreement. A copy of said Internal Regulations is available to the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT for consultation at the Reception Area of the **HOSPITAL**.

EIGHTH. - Patient Discharge Procedure.
The Patient's discharge from the **HOSPITAL** shall take place when the Patient's Attending Physician records the respective discharge order in writing in the Patient's Clinical Record, or when voluntary discharge of the Patient is requested and the form prepared for that purpose by a physician of the **HOSPITAL** is signed. Prior to leaving, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT must pay in full, at the cashier of the **HOSPITAL**, the total balance of the account for the Services provided, and must obtain at said cashier the slip containing the corresponding exit pass, which must be delivered by the PATIENT AND/ OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT to the Nursing staff of the **HOSPITAL** at the time of discharge.

The advance payment and/or security deposit shall be applied to the account for the Services provided at the time of its closing and settlement of the total balance, or when payment of the Services is in default, it being understood that any excess shall be immediately refunded by the **HOSPITAL**.

NINTH. - Transfer of the patient to another Hospital.
The contracting parties agree that if the amount of the Services exceeds the financial capacity and/or liquidity of the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT, they must inform the **HOSPITAL** of this situation and request the immediate transfer to another Hospital institution, in order to avoid default or non-payment of the Services.

If the provisions of the preceding paragraph are not complied with, the **HOSPITAL** may transfer the Patient to a public Hospital institution, provided that the Patient's medical condition allows it, the **HOSPITAL** being released from the obligations incumbent upon it under this agreement and having, as of now, the consent and authorization of the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT for this purpose; it being understood that the transfer of the Patient from the Service shall not extinguish the obligation to pay for the Services provided and not paid.

Before carrying out the transfer, the **HOSPITAL** undertakes to give reliable notice to the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT that said transfer will be made, specifying the details of the receiving Medical unit.

Notwithstanding the foregoing, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT has the right to go before the National Medical Arbitration Commission, within the scope of its competence, regarding probable acts or omissions arising from the provision of the medical service.

TENTH. - Limits of liability for contracting Services with third parties.
The contracting parties expressly agree that the **HOSPITAL** assumes no responsibility for the professional performance of physicians independently contracted (attending physicians, their collaborators or consulting physicians) by the Patient and/or third parties who provide medical care Services to the Patient, when such professionals and/or Services are contracted directly by the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT, by their Insurance Company and/or third-party payer; therefore, they acknowledge that payment for these Services shall be settled independently from the account for the Services covered by this agreement, and there shall be no relationship of dependency, obligation of supervision, or joint and several or subsidiary liability for the acts they perform.

ELEVENTH. - Confidentiality.
Except in cases where the **HOSPITAL** must provide Patient information to the competent authority, the **HOSPITAL** undertakes to treat the information contained in the Patient's clinical record as confidential, committing not to disclose it to third parties without the Patient's written authorization. As of this moment, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT authorize(s) the **HOSPITAL** to provide all information and, where applicable, documentation regarding the Patient's Hospitalization to the Insurance Company with which they have contracted their accident and/or illness insurance policy in the lines of personal accident, medical expenses and/or health, or to the Institution of which they are beneficiary(ies).

TWELFTH. - Cancellation of service.
In the case of previously paid services, provided they have not been rendered, the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT shall have a period of 5 (five) business days after the signing of this Agreement to cancel the provision of the service without any financial penalty on their part, in which case the **HOSPITAL** undertakes to refund all amounts that the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT has paid. Said amounts shall be refunded within 5 (five) calendar days following the cancellation request. The cancellation must be made in writing at the address of the **HOSPITAL**.

THIRTEENTH.- Procedure for submitting suggestions, claims or complaints.
The PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT may submit Requests for Attention regarding the Services covered by this agreement, provided they are made during or at the end of the patient's stay at the **HOSPITAL**, by depositing them in the boxes installed for that purpose in the different areas of the **HOSPITAL**, or directly at the Medical Directorate of the **HOSPITAL**, which shall have an attention and response period of a minimum of 40 days and a maximum of 110 days.

FOURTEENTH. - Causes of non-compliance.
Both parties agree that upon the signing of this agreement there is no fraud, bad faith or lesion on the part of either party.

I.- The following are causes of non-compliance by the **HOSPITAL**.

a) Failing to provide the contracted Hospital Services in accordance with its resolution and installed capacity.
b) Failing to respect the price or the Services that make up the Service packages, under the contracted terms.
c) Unjustifiably withholding the personal belongings that the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT has deposited in the safe deposit box of the Admissions Department of the **HOSPITAL**.

II.- The following are causes of non-compliance by the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT.

a) Providing false or inaccurate information to the **HOSPITAL**.
b) Non-compliance with the provisions of the Hospital's Internal Regulations.

FIFTEENTH. - Fall Risk.
All patients are at risk of falling and, to increase their safety, physicians and nurses will classify this risk with a visual alert placed on the identification bracelet worn by the patient and at the head of their bed: RED = HIGH, GREEN = LOW. Follow the instructions found in the Fall Risk information leaflets.

You must not leave a patient with HIGH fall risk alone; if you need to leave, you will be required to request in writing a nurse on duty to watch over the patient inside the room. This will have a cost of $ 100.00 (one hundred pesos) per hour or fraction thereof.

By leaving the patient alone, you assume RESPONSIBILITY for anything that may happen to the patient.

SIXTEENTH. - Privacy Notice.
The **HOSPITAL** shall make the corresponding Privacy Notice available to the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT.

SEVENTEENTH. Competence and Jurisdiction.
The parties state that any claim by the PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT must first exhaust the conciliation procedure of the Federal Consumer Protection Agency and/or the National Medical Arbitration Commission, these being competent through the administrative route to resolve any dispute arising over the interpretation or performance of this agreement. Without prejudice to the foregoing, the parties hereby undertake to submit, in case of dispute over its interpretation, performance / enforcement, to the jurisdiction of the competent courts of the place where the Services are provided, **expressly waiving** any other jurisdiction that may correspond to them by reason of their present or future domicile, or for any other reason.

Having read this agreement and the contracting parties being aware of its content and legal scope, they sign it in agreement in **PUNTA DE MITA**, on the _____ day of the month of _____ of the year _____.

PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT **THE HOSPITAL**

_____ _____

WITNESS 1 **WITNESS 2**

_____ _____
Name(s), Surnames and signature Name(s), Surnames and signature

AUTHORIZATION OF THE PATIENT AND/OR FAMILY MEMBER OR PERSON RESPONSIBLE FOR THE PATIENT **Yes** ☐ **No** ☐
AGREES THAT THE HOSPITAL MAY ASSIGN OR TRANSFER TO THIRD PARTIES, FOR MARKETING OR ADVERTISING PURPOSES, THE INFORMATION PROVIDED BY HIM/HER IN CONNECTION WITH THIS AGREEMENT AND **Yes** ☐ **No** ☐
AGREES THAT THE HOSPITAL MAY SEND HIM/HER ADVERTISING ABOUT GOODS AND SERVICES.

_____
SIGNATURE OR INITIALS OF AUTHORIZATION OF THE USER AND/OR SERVICE REQUESTER.

_____
Name(s), Surnames and signature
Legal Representative