



Dental Clinic

Approved by the Order No.68  
dated 28.01.2022

President /Dent-Lux JSC



**Implantation Services  
AGREEMENT**  
(Drafted pursuant to the Articles 387, 389 of the RoK CC<sup>1</sup>)  
(Standard Form)

**Almaty city**

This Implantation Services Agreement is the standard agreement and deed of adherence that shall regulate and guide the relations between Dent-Lux Joint Stock Company existing under the State License No. 18016799 dated September, 2018, hereinafter referred to as the "**Clinic**" and Client, hereinafter referred to as the "**Client**" on the other part, collectively hereinafter referred to as the "Parties".

**ARTICLE 1. SUBJECT OF THE AGREEMENT**

1. The Clinic hereunder undertakes to render a range of the surgical operations and orthodontic procedures aimed to restore the Client's dental arcade which would result in implantation of the final product as the dental prosthesis, implant fixtures (hereinafter the service shall be referred to as the "Implantation"). The Client agrees to receive the implantation services from the Clinic and pay for these services based on the conditions as set forth herein (hereinafter referred to as the "Agreement").
2. This Agreement is the Public Offer. Provisions of the Article 387 of the RoK CC (Standard Agreement) and Article 389 of the RoK CC (Deed of Adherence) shall be applicable to this Agreement. Terms and conditions hereof shall be uniform to all the Clinic's Clients.
3. Application Request for Accession to the Agreement signed by the Client is the Offer acceptance and a fact of accession to this Agreement.

**ARTICLE 2. OBLIGATIONS OF THE PARTIES**

1. The Clinic undertakes to:
  - a) Render the high-quality implantation services to the Client in accordance with the existing rules and considering the Client's wishes;
  - b) Introduce the Clinic's implantation services conditions to the Client, inform the Client about any possible health complications that may occur after the implantation, both in the rehabilitation period and later;
  - c) Introduce the oral hygiene rules to the Client and preventions required for the successful implantation;
  - d) Make the regular preventive examinations at the Client-agreed time and activities in the rehabilitation period as defined by this Agreement. In this case, a number of the Client's required visits to the Dentist shall be defined by the Clinic based on the implantation specific conditions and personal habits and condition of the Client's body.
2. The Client undertakes to:
  - a) Read and understand the conditions of the Clinic rendered implantation services, information of any possible health complications that may occur after the implantation, both in the rehabilitation period and later;
  - b) Inform the Clinic about the medical condition as required for the implantation services, and confirm the personal liability for objectivity and authenticity of such information in the Clinic-offered questionnaire and implantation consent form to be filled;
  - c) Strictly follow the oral hygiene rules, make the preventive control within the rehabilitation period and after it, make the preventive examination visits once every 6 months (as minimum), as it affects the dental implants lifetime;
  - d) Visit the Clinic for having the implantation surgery in the Dentist-agreed time;
  - e) Pay for the implantation services to the Clinic according to the Clinic's current pricelist;
  - f) Visit the Clinic for the preventive examination and measures required for the successful implantation after the surgery within the rehabilitation period, and in the future (if required);
  - g) Get the complex curative interventions related to the implantation in the Clinic only, without assistance of any other healthcare facilities.
3. Rehabilitation period may be reduced or extended at the discretion of the Clinic based on the personal characteristic, Client's health (medical) condition and other factors directly affecting or likely to affect the implantation results.
4. During the rehabilitation period, the Client shall have the regular medical examinations made by the Clinic specialist and follow all Clinic-prescribed recommendations. Violation of this rule shall release the Clinic from liability to the Client, it

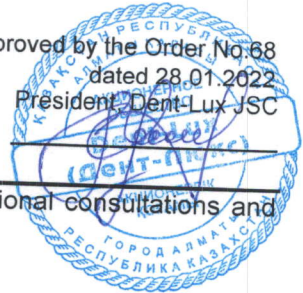
<sup>1</sup> Civil Code of the Republic of Kazakhstan





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enables the Clinic to claim the Client paying the expenses caused by the need for making additional consultations and medical procedures.

### ARTICLE 3. SERVICE PRICE AND PAYMENT PROCEDURE

1. Implantation service price is defined in the Clinic's pricelist valid as of the date of payment made by the Client.
2. Surgical part of the implantation services shall be paid on the date of surgery. Orthopedic part of the implantation services shall be paid on the date of the first visit to the implant surgeon.

### ARTICLE 4. QUALITY WARRANTY

1. If the Client pays the Clinic for services, through financial instruments of second-tier banks (credit, installment plan, etc.) and in the process of providing services, the Client unilaterally refuses to receive the service further, then the Clinic makes a refund to the Client, minus actual costs incurred by it, including expenses for partner payment to a second-tier bank for the Client, in accordance with the contractual relationship between the Clinic and the second-tier bank.
2. Despite the provisions provided in the Paragraph 4.1 hereof, the Client realizes and agrees that the implanted dental prosthesis cannot be more strong, efficient, comfortable and durable than similar natural dental material.
3. Moreover the Client assumes all responsibility for any use of the implanted dental prosthesis for purposes other than intended, and for non-compliance with the Clinic's requirements and recommendations and for all the negative effects of such use.
4. Warranty provided to the Client under the Paragraph 4.1 hereof shall terminate early in the following cases:
  - a) If the Clinic finds out that the Client had the medical procedures related to the Clinic-made implantation, including the prosthetic repair of the installed implant in the other healthcare facility, regardless of the scope of the medical services provided to the Client;
  - b) If the Clinic finds out that the implant condition has deteriorated within the warranty period due to the Client's non-compliance or violation of the other Clinic's instructions and (or) the recommendations as admitted by the Client both in the rehabilitation and warranty periods;
  - c) If the Clinic finds out that the implant condition has deteriorated due to the other reasons beyond the Clinic's control, including the reason of the previous diseases, injuries and physical damage, and other similar circumstances.
5. In all cases mentioned in the Paragraph 4.4 hereof, the Client shall pay for all curative measures at the Clinic's prices and rates effective as of the date of relevant referral for medical treatment.

### ARTICLE 5. SPECIAL CONDITIONS

1. Hereby the Client realizes and agrees that the successful implantation result cannot be totally guaranteed, despite the high professionalism and experience of the Clinic's specialists, as this result may completely and principally, or otherwise depend on the Client's medical condition and individual body characteristics, on the extent of acceptability of any medicines, indications and contraindications, as well as any external factors that may cause any unexpected complications in the implantation process and upon its completion.
2. Based on the foregoing, the Client agrees to notify the Clinic truly in advance about its medical condition, previous diseases, and to assist the Clinic in every way to find out the true causes that caused deterioration of the implant condition.
3. The Clinic will notify the Client, if it becomes clear and evident during the implantation that the Clinic is not able to ensure the successful implantation result. In this case, the Client shall have the right to refuse from further implantation service and compensate the Clinic for the actual expenses incurred for services rendering to the Client prior to the Client's refusal.
4. If the implant is rejected beyond the warranty period, provided that the rejection was not caused by the obligations violation on behalf of the Clinic or the Client's violating the conditions hereof or Clinic's recommendations, at the discretion of the Client, the Clinic will re-implant the rejected implant less discount of 30% of the implantation services cost.
5. Each of the Parties undertakes to maintain confidentiality of this Agreement content, unless otherwise agreed in writing by the Parties.

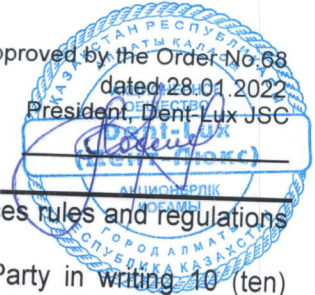
### ARTICLE 6. WAIVER OF THE AGREEMENT

1. The Client has the right to terminate the Agreement at any time, reimbursing the Clinic for the actually rendered services and losses caused by termination of the Agreement.
2. Furthermore, the Client shall have the right to refuse from the Clinic's services at any time, by reimbursing the expenses incurred in the amount specified in the Paragraph 5.3.
3. The Clinic shall have the right to refuse from providing the implantation services to the Client, if the Client fails to fulfill the obligations assumed hereunder, and if the Client's wishes concerning the implantable dental implant contradict the medical advisability of implanting such type of dental implants, or if the Client's wishes impose any liabilities on the Clinic



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those contradicting the requirements of the medical ethics or current legislation, health care services rules and regulations applicable in the Republic of Kazakhstan.

4. The Party wishing to terminate the Agreement unilaterally is obliged to notify the other Party in writing 10 (ten) calendar days before the date of termination of the Agreement. The Party sends such notification to the legal or email address of the other Party.

**ARTICLE 7. MISCELLANEOUS**

1. In case of any dispute between the Parties, these disputes shall be settled amicably through the direct negotiations between the Parties. If the dispute between the Parties is not settled, it shall be resolved in the manner prescribed by the current legislation of the Republic of Kazakhstan.

2. All issues not regulated and guided by this Agreement shall be resolved in accordance with the current legislation of the Republic of Kazakhstan.





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**to the Agreement for the provision of implantation services**

**Informed consent for dental and micro implantation (dental implantation)**  
underline as applicable

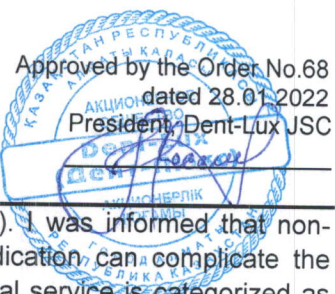
I, (the surname, first name and patronymic of the patient, one of the parents of the child under the age of 15 years old or other legally authorized representative) give my voluntary informed consent for the proposed to me, my child, person whose legally authorized representative I am (underline as applicable) (the surname, first name and patronymic of the child (under the age of 15 years old), person on behalf of whom the legally authorized representative acts) medical intervention: dental and micro implantation (dental implantation), (name of the type of medical intervention); I hereby certify that I am informed about the upcoming treatment and I agree with the conditions of treatment indicated to me, namely the following: I am fully and reasonably informed about the purpose and essence of the surgical implantation procedure. I understand what needs to be done in order to place the implant into the bone under the gum. My doctor carefully examined my oral condition. Alternatives to this type of treatment have been explained to me. I have tested or analyzed these methods, but I prefer implantation in order to get proper replacement of the missing tooth (teeth). I am informed that for optimal placement of the implant in the jawbone in 60-100% of cases depending on the location of the bone defect it is necessary to transplant bone tissue or filler materials. Bone harvesting can be carried out in the intra-oral donor sites. Osseointegration period for the implanted bone tissue is from 3 to 9 months. I am informed that in a few months, bone tissue in the donor site is completely regenerated without permanent consequences for the anatomy and function of the donor sites. I was informed that after the operation it is necessary to limit the physical and functional load of the donor sites during the first post-operation month. I don't object to bone harvesting from the intra-oral donor site. I was informed of possible complications: pain, redness, swelling, temporary discoloration of the teeth and tongue, changes in gustation. Rare but possible complications are: infection of the postoperative site, subcutaneous hemorrhage, rise of the body temperature, numbness of the lip, tongue, chin, cheek or teeth. The exact duration of this condition is not predictable and may be permanent. Phlebitis, damage of the existing teeth, bone fractures, solution of continuity of the atrium (maxillary antrum), long regenerative process, allergic reactions to medications and medicines are also possible. I understand that in the case where no actions are taken (no tooth replacement, amongst other things by implants), there can be loss of jaw bone, deterioration of the conditions for denture fixation, gum inflammation, teeth loosening, displacement of existing teeth that can possibly lead to the tooth removal. Disorders of the jaw joint, pain in the neck, head, facial and masticatory muscles, their fatigability when chewing are also possible. My doctor explained to me that there is no method that can accurately predict the healing possibilities of bones and gums in every patient after implantation. I understand that excessive smoking, consumption of alcohol and sugar can affect the regenerative process of gums and the level of success of implantation. I agree to follow my doctor's instructions for home implant care. I agree to attend regular check-ups with my doctor and hygienist as recommended. I trust the choice of anesthetic support to my doctor who informs me about the consequences and undesirable results of use of the anesthesia. I agree not to operate vehicles and devices associated with increased risk for at least 24 hours or more until the effects of anesthesia or other drug products used for my treatment have passed. I provided doctor with an accurate history of my physical and mental health. I also reported about all cases of allergic or unusual reactions to medications, foods, pollen, insect bites, anesthetics, dust. I reported about my diseases of the blood, internal organs, skin and infectious diseases, mucosal diseases, blood-clotting disorders and other conditions related to my health.

I agree to carry out X-ray studies, photographing, videotaping and other procedures associated with dental implantation under conditions of anonymity. I have a full understanding of the fact that in the process of execution of the developed treatment plan and conducting surgical interferences, the local anatomical and physiological conditions may be different from those previously assumed, and additional or alternative treatment may be carried out at the discretion of the doctor. I also give my approval of any modifications in terms of treatment, materials used, or postoperative care, if they are made in order to meet my interests more closely. I am informed that at least once every 6 months the patient needs to undergo a checkup by the dentist and at least once every three months to undergo hygiene procedures at the hygienist. I am also informed that the patient must maintain a good level of oral hygiene and give up tobacco abuse, follow the doctor's recommendations. I have been informed about the necessity of keeping proper hours during treatment, regular medication intake and immediately inform doctor about any decrease in general condition, obtain the doctor's approval for the use of





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any medications not prescribed (for example, for the treatment of colds, flu, headache, etc.). I was informed that non-compliance with the doctor's recommendations, the dosage regimen, uncontrolled self-medication can complicate the treatment and adversely impact the physical condition. I am aware of the fact that this medical service is categorized as high risk of complications, possible complications in the course of the treatment depend not only on medical intervention, but also on the state of my body. I understand the consequences in case of my refusal of medical intervention, including the course of the disease. I know that the refusal of medical intervention is registered in medical documentation and signed by me (the patient) or my legally authorized representative and by health care professional.

I had the opportunity to ask any questions of my interest regarding my physical condition, illness and treatment, and I received satisfactory answers. I received information about therapeutic alternatives, as well as their approximate cost. I confirm that the questionnaire proposed to me on previous diseases and complications that have occurred has been filled in by me personally and the information contained in it is reliable. I authorize (not authorize) the use of information about my disease for scientific purposes, use this information in the educational process, for publication in the scientific literature. I carefully read this Appendix and understand that the latter is a legal document and invokes legal consequences for me. This Appendix is an integral part of the medical history. I am satisfied with the service level received by me as a part of this medical service. I do not lay down additional conditions. I decide to perform dental implantation on the conditions proposed to me.