

GENERAL TERMS AND CONDITIONS

(valid from 1 February 2020)

I. Introductory Provisions

Unless otherwise agreed in writing, these General Terms and Conditions (hereinafter referred to as "GTC") apply to offers made by RMC MEDICAL Egészségügyi és Szolgáltató Zártkörűen Működő Részvénytársaság Társaság (hereinafter referred to as the "Service Provider") for the provision of health care services and accepted by patients, to the health care services provided by the Service Provider to the patients, as well as to all legal relations between the Service Provider and the patient entered into with the purpose of provision of health care services by the Service Provider, and to all subjects of such legal relationships (personal and material scope).

The individual Service Contract (hereinafter referred to as Service Agreement or "SA") and its Annex No. 1 (provisions of these GTC) contain the terms and conditions of the health care service(s) provided by the Service Provider and chosen by the patients, as well as those of the order and use of materials/equipment necessary for the provision of such services.

Unless otherwise provided in the Service Agreement or other agreement concluded by and between the Service Provider and the patient, the parties conclude the Service Agreement for an indefinite term, starting from the conclusion thereof. During this term the provisions of the GTC as in force at all times shall apply to the provision of the health care services ordered– including, among others, the order and performance of the specific treatments, materials, and mediated services -, subject to the deviations included in the individual Service Agreement. The contract concluded by the parties shall terminate (or may be terminated by the parties) in accordance with the provisions of these GTC. The Service Provider states that if the Customer orders another health care service from the Service Provider after or during the performance by the Service Provider of a health care service already ordered, then it shall be not necessary to conclude another service agreement. After the Customer has read these GTC and has declared to be bound thereby, the provisions of these GTC – or if amended by the Service Provider, the provisions of the GTC as in force at all times – shall apply to any additional health care service ordered by the Customer from the Service Provider. Even in the absence of signing another service agreement, any declaration by the patient, either oral or written, shall constitute a valid order, if such declaration is aimed at the provision of health care services by the Service Provider to the Patient. Accordingly, among others, the following shall qualify as an order made by the Patient:

- Making an appointment on the phone or in writing/via e-mail or the application operated by the Service Provider or in person, for a specific health care service,
- Following medical examination, the effective use of further health care service,
- Following medical examination, making an advance payment to the Service Provider for a health care service to be provided at a later time.

The Service Provider states that any amendment to these GTC and the amended provisions will be communicated both on its website and in the lobby of the medical clinic at a place reserved for such communications, and that at the same time, the consolidated version of the GTC will also be made available at the same place. The Service Provider states that the amended provisions shall apply to all Customers, as well as to all orders to be placed by them in the future, and to all health care services

to be provided to them in the future, unless the Customer informs the Service Provider in writing that they do not accept the amended provisions within 30 days following the communication of the amended provisions on the website of the Service Provider. The Customer shall, before placing any new order or using any health care service, become familiar with the provisions of the GTC then in force, including any amended provisions it may have.

The Service Provider declares that it has the professional, administrative, and operational licenses and meets the conditions necessary for the provision of its services; also that it has a medical liability insurance contract which also covers those acting on its behalf. The details of the current medical liability insurance of the Service Provider are available on the website of the Service Provider and at the reception of the doctor's office in printed form.

II. Definitions:

1. **Service Provider:** RMC MEDICAL Egészségügyi és Szolgáltató Zártkörűen Működő Részvénytársaság Társaság (company reg. No.: 01-10-048721, registered seat: 1026 Budapest, Gábor Áron utca 74-78. Building A, floor III, registered by the Court of Registry of the Budapest Regional Court, tax number: 25453072-2-41,)

2. **Rózsakert Medical Center:** the private clinic operated by the Service Provider, which provides outpatient care and same-day surgery services as outpatient services to its clients (hereinafter referred to as "RMC").

3. **Customer/Patient/Client:** the person using the health care services and named in the individual service agreement and/or in the statement on the order of health care services.

4. **Treatment Plan, medical record, outpatient treatment record:** the document prepared by the health care personnel during the examination and the treatment. By signing these, the patient certifies the order and its performance by the Service Provider.

5. **Invoice Plan:** the document which the patient receives at the end of the consultation, which contains the itemized treatment and fees. The invoice is issued based on this.

6. **Party or Parties:** the Service Provider and the Customer/Patient/Client.

III. Health Care Services

1. Contents of the Service

For a fee, the Service Provider shall provide the following services to the Customer:

- a) when having health complaints the Customer may, by appointment and during business hours, have access to the current outpatient specialty care services, and within the framework of a health prevention program may have access to screening examinations for prevention of disease as well as to RMC's dietetics and lifestyle counseling services, wellness health services,
- b) RMC provides high-level prenatal care and fetal diagnostics examinations for Patients expecting a child,

- c) the Customer may, by appointment and during business hours have access to diagnostic imaging procedures,
- d) on medical advice, by appointment, during business hours the Customer may request laboratory tests,
- e) on medical advice the Patient may, by appointment, during business hours request vaccination,
- f) on medical advice the Patient may, by appointment, during business hours have access to same-day surgery,
- g) prescription of medications recommended by any RMC specialist, without medical consultation, in accordance with the current prescribing protocol of the Service Provider,
- h) only in medically justified cases, the Customer may have access to the continuous after-hours on-call (emergency) paediatrics care of the Service Provider. For emergency cases, the Service Provider operates a 24-hour hotline for receiving calls outside of RMC's business hours (weekdays 8 p.m. to 8 a.m., Saturdays 12 a.m. to 8 a.m. and 2 p.m. to 12 p.m., Sundays and holidays 12 a.m. to 12 p.m.),
- i) provision of "patient manager physician" service, within which the Service Provider's physician seeks to solve the Customer's health problem within a short time,(primarily through specialist examinations from the Service Provider, or if necessary through specialist examinations in host institutions outside the Service Provider and in consultation with the personnel of the host institution), monitors the Customer's health status and provides them with a summary opinion and explanation,
- j) provides administrative services for administration and invoicing in connection with health insurers, mutual health organisations, companies organizing supply.
- k) by special agreement, provides medical consultations based on existing medical documents over Skype, FaceTime or Viber applications (inquire in person about the conditions and details for this service). If medically necessary or justifiable, a personal examination in our office is a precondition for this consultation.

l)

The Service Provider informs the Customer that it provides health care services to the Customer in the fields listed above, but the Customer's order does not automatically mean the provision of all health care services listed in this clause. The exact scope of health care services ordered by the Customer and provided by the Service Provider is included and defined in the order of the Customer and in the Service Agreement concluded between the parties on the basis of the order. 4

The Service Provider informs the Customer that the fees of each health care service are included in the Service Provider's currently valid price list, which is available on the Service Provider's website and in the Rózsakert Medical Center, and at the Customer's request the Service Provider can send it via e-mail.

The Service Provider informs the Patients, that, under certain conditions, it shall be entitled to give business policy discounts from the list price to the Patients. The conditions and amounts thereof are published and detailed in the current price list.

The Service Provider draws the attention of the Customer to the fact that of the health care services included in the price list, certain services may not be used independently on the individual request of the Customer, only by medical prescription and together with other services. These services are marked with footnotes in the price list.

The Service Provider provides its services in compliance with the provisions of law and professional standards applicable to such services, through employees and contributors (subcontractors) and authorized personnel with appropriate expertise and qualifications, or not having such qualifications but performing their activities under the supervision of personnel having qualifications, at its registered seat located at 1026 Budapest, Gábor Áron utca 74-78, Building A, with the stipulation that while providing its services it may use the services of external institutions, and, in order to perform the ordered service, it may address the Patient to an external service provider.

By signing the Service Agreement the contracting parties explicitly agree that for the provision of the ordered service(s) – in particular for medical care, other special medical interventions, treatments, and other services that the Customer intends to have access to – the Service Provider also employs contributors (subcontractors) for whose mediated activities it is liable to the same degree it would be had it itself performed the services assigned to its contributors (subcontractors). The Service Provider may sell these purchased services either in full or in part to the Customer with unchanged form or content. The services may be sold – depending on the decision of the Service Provider - at the same (i.e. purchase) price, or based on its own pricing, at a modified (higher or lower) price (mediated services).

2. Service Prices

The Service Provider informs the Customers that both Hungarian citizens and citizens of other countries may have access to the health care services of Rózsakert Medical Center, which it operates. However, taking into account the different communication and administrative tasks and different legal requirements connected with different citizenships, the services provided to them may be different both in terms of their contents and fees.

The Service Provider provides its services in Hungarian or English language with its Patients, depending on the choice of the Patient, who shall declare on the chosen language of communication at the start of performance of the singular health care services.

The price payable to the Service Provider includes:

- providing health care services according to international directives and the latest international protocols, in English or in Hungarian
- providing patient information and patient documentation in Hungarian.
- providing patient information and patient documentation in English,

If the Patient prefers the performance of services in English language, they shall declare thereon prior to the start the performance of services in oral or written form.

For services performed in English, the Service Provider shall be entitled to apply surcharges for each particular service/health care intervention one-by-one (even in case the Patient is provided on the same day consecutively, one-by-one) mentioned in its current price list.

If the Patient is helped by an interpreter for the use of services, and the interpreter speaks Hungarian, the Service Provider does not apply a surcharge, however if the interpreter communicates in English with the contributors of the Service Provider, and the Service Provider performs the services in English, the Service Provider implicitly will apply the mentioned surcharges.

The Service Provider stipulates that if the Patient does not speak Hungarian, neither English, the Customer shall ensure an interpreter by themselves.

In case of the involvement of an interpreter, the Customer shall exempt the Service Provider from medical confidentiality in regard to the interpreter, considering that the interpreter must necessarily be present during the performance of the services and when providing patient information. The interpreter present during the performance of the services, treatments and procedures (the individual interpreter may vary from treatment to treatment) is obligated to provide their personal data to the representative acting on behalf of the Service Provider, verify their identity, sign the prepared medical documentation of the treatment, procedure, or consultation, translate its content for the Patient, and add their interpreter status and signature along with the Patient's signature.

In such case, the Service Provider provides the ordered service if the Customer declares in writing that they fully accept the person they provided as interpreter and grants the Service Provider a release from all responsibilities in this respect. In such case, the Patient shall also ensure that the interpreter they have chosen complies with the provisions of the Service Provider's operational code, these GTC and the Service Agreement.

- If the Patient does not speak Hungarian neither English, and does not appoint their own interpreter, the Service Provider does not undertake the provision of the service, it may reject it

3. Process of the Medical Care

General information:

- General Business hours:

Monday through Friday 8 a.m. to 8 p.m., Saturday 9 a.m. to 2 p.m.

(X-ray: Monday through Friday 9 a.m. to 8 p.m.)

The Service Provider gives information to the Patients on business hours different from the General Business hours on its website.

- On-call services:

After business hours.

- Contact details:

phone: (+36-1)392-0505,

fax: (+36-1)200-6050

e-mail: info@rmc.hu

website: www.rmc.hu

3.1.

Appointments may only be made during business hours, between 7 a.m. and 8 p.m., either in person or on the phone, or in writing, or via the application operated by the Service Provider at any time during the day. Appointments are validated by oral or written confirmation from the Service Provider, in case the use of the application by the approval of the online reservation and a screen message verifying the successful implementation thereof.

3.2.

The Customer shall make an appointment for medical care in each case in advance, on the phone, in person, or in writing. Upon making an appointment they shall provide their name, address, date of birth, e-mail address, and phone number, and briefly state the reasons for making the appointment. Upon making the first appointment, the Service Provider informs the Patient of the consequences of making an appointment (the rules regarding cancellation of an appointment) via e-mail. Accordingly, if the Patient does not cancel the appointment

- in case of medical consultation or examination during business hours and at least six hours before the planned time of treatment
- in case of appointments for any other health care services until 6 p.m. on the previous business day

and they do not appear at the time of the appointment, the Service Provider may charge and invoice the Customer for an availability retainer fee indicated in its current price list. The Customer shall pay this amount in cash or by wire transfer within 8 days from the receipt of the payment request sent to their mailing address.

The Service Provider shall send the Patient the currently valid GTC and Service Contract. For new Patients, this shall take place after the first appointment is made, while for existing Patients they shall be sent as an email attachment prior to the new GTC's entry into force. Written information on rules for cancellation of appointments shall also be sent to Patients. The Patient shall be required to study the documents sent, and after becoming familiar with them accept them as binding by signing them and presenting or mailing them to the Service Provider. In case of any modification to the GTC, the Customer does not need to particularly accept the modified GTC, it will be automatically binding and prevailing on the Customer following the entry into force thereof.

The Service Provider hereby informs Customers that the Service Provider records the phone conversations made with the Service Provider for the sake of quality assurance and for recording statements connected with the Service Agreement.

3.3

Upon arrival in Rózsakert Medical Center, the Patient shall report at the reception desk. The Customer signs the Service Agreement and the acceptance of the GTC when they appear in person for the first time at the Service Provider's location, if this has not been done earlier. On this initial occasion, the Service Provider takes a photo of the Patient (if the Patient consents) for the purpose of identifying the patient alongside their personal data. New patients shall arrive 15 minutes before their appointment in order to take care of the necessary paperwork. For each order, or each time the Patient uses healthcare services, the Patient must bring their personal documents (valid id card, such as personal id card, driver license, or passport, as well as address card and Hungarian insurance card) for identification purposes. The Patient must also bring any available documentation of earlier medical treatments and interventions in order to document medical history. When ordering or using healthcare services, Patients must disclose their personal information, any changes to that information, and any medical information relevant to the healthcare service they wish to use (medical history). If the Patient should refuse to make any of the requires disclosures or to identify themselves, the Service Provider shall be entitled to reject and refuse to offer service and withdraw from the Service Agreement (except in the case of emergency care).

The Service Agreement shall be signed by the person who will have access to the health care service ordered; for this, the Service Provider does not accept the signature of a representative. In the case of legally incapacitated persons and persons with limited legal capacity, the agreement shall be signed by the legal representatives or the guardian, who are liable as co-signers for the payment of the fees of the services ordered.

3.4.

Medical care is provided in a designated and equipped medical consulting room. The Patient and their escorts shall comply with the order of medical care. It is forbidden to disrupt or hinder the order of medical care and the operation of the Service Provider.

3.5.

Following the first personal consultation, the Service Provider shall prepare a treatment plan based on the requests and medical condition of the Customer, which plan shall contain the names and fees of the health care services recommended to be performed, the process, possible risks and complications of the recommended health care services, and information about rehabilitation following the services (hereinafter referred to as the "Treatment Plan"). The Treatment Plan – depending on its difficulty and length – may be provided as oral information, but may also be communicated in writing. In the case of oral information, the Service Provider shall also provide the Customer with the names and fees of the health care services recommended as part of the Treatment Plan in writing. The Treatment Plan is based on the recommendation of the Service Provider. The Customer shall confirm with their signature the acceptance of the Treatment Plan. If the Service Provider starts the treatment immediately after communicating the Treatment Plan orally, it shall be considered as confirmed and accepted by the Customer. Even in the event that the Customer does not accept the Treatment Plan communicated to them, they shall pay for the first examination and medical consultation. The Service Provider may deviate from the Treatment Plan on its own initiative, without the prior consent of the Customer, if and to the extent that it is justified by the medical condition of the Customer, but it shall inform the Customer subsequently on the reason and extent of the deviation. In case of greater professional deviation – if it is allowed by the medical condition and the time and date of the treatment – the Service Provider shall consult with the Customer on the deviation in advance.

The Service Provider informs the Customers that the modification of the Treatment Plan also entails modification of the calculated price offer, depending on the costs of the modified health care services. In this case, acceptance of the modified Treatment Plan also means acceptance of the modified Price Offer. The Customer shall also pay for such health care services performed by the Service Provider to the Customer which were justified by the medical condition of the Customer and were for the sake of the Customer at a time when the Customer's order or consent could not be obtained (e.g. consideration for medical interventions and services necessary to avert danger to life).

3.6.

The Service Provider completes a medical history data sheet on the medical condition of the Patient (Medical History) and it keeps a patient record on the medical interventions and care it provided (Patient Record). These documents are handled in accordance with applicable laws and internal regulations as patient documentation.

4. Prescribing Protocol

- Within the framework of medical consultation, prescription of medication is free.
- If the Customer's medicine was previously prescribed by the Service Provider and it has run out, this shall be indicated on the phone and the requested prescription will be sent to the Customer by post within 7 (seven) workdays. This service is free, but the Service Provider may claim reimbursement of postage from the Customer. The Service Provider states that it will send the prescription to the Customer only once and by regular (not registered) mail, and it does not accept any liability for non-receipt of the mail or for the postal service's performance. If the sent prescription is not received by the Customer, the Service Provider will not send it again by post. In that case, it may only be received in person.
- If being picked up in person, the prescription request shall be communicated 24 hours before the planned pickup time, then the prescription may be picked up in person at the reception during opening hours. For pickups in person the fee for the prescribing service is included in the current price list of the Service Provider. If the Customer fails to indicate in advance that they intend to pick up a prescription, they will need to wait until the assistants, while they are taking care of the patients, can find time to prescribe the requested medicine, in addition, the Customer shall pay an urgency fee added to the fee of the prescription, the amount of which is included in the current price list of the Service Provider. The invoices containing the prescribing fee may only be settled in cash or by card at the cashier desk of the Service Provider. Personal pickup without a separate medical examination is only possible if the following conditions are met: the requested medication has been prescribed to the Customer previously by a physician of the Service Provider who has recorded its administration on the medical record, the Customer has participated in the physical examinations required by the professional protocol of the Service Provider, and less than a year has passed since the last examination.
- The Service Provider reserves the right, regardless of the above provisions, to require a separate physical examination and the Customer's participation in it for the fulfillment of any request of the Customer for a prescription, as well as to reject the request for issuance of a prescription until these conditions are not met.

IV. Consideration for the Service, Payment Conditions

1.

For services used the Customer shall pay a fee to the Service Provider. The updated service fees of the health care services are available on the website of the Service Provider (www.medical-center.hu, www.rmc.hu) and at RMC in printed form, where the current price list is placed in the patient waiting room. The Service Provider also provides information to the Customer in person at its reception and/or on the phone and via e-mail.

2.

The exact fees for the treatments performed and the costs of the mediated services are recorded and invoiced at the conclusion of the treatments, even if they form a part of a continuous Treatment Plan. The fees of such mediated services, which the Customer receives from an external service provider and the fees of which are known in advance, shall be settled by the Customer when placing the order, against an invoice. For such services, the Service Provider issues and presents/sends the final invoice to the Customer subsequently, when the mediated service is provided.

3.

The service fee shall primarily be paid against the Service Provider's invoice in Hungarian forints, when using the service, in cash or by credit card at the cashier desk of the Service Provider. The Service Provider issues the invoice when the service is used. In some specific cases – listed in these GTC – when the Patient is required to pay some fees against an invoice mailed to them by the Service Provider, the Service Provider may send the Patient a “payment request” instead of an invoice. In such case, the Patient receives a mailed invoice for the amount they paid subsequently, after the payment of the amount in the payment request.

4.

After finishing the specific treatment(s), the Customer shall certify the performance of the Service Provider by signing a so-called outpatient treatment record. The invoice of the Service Provider is based on the services listed there and on the consideration of the mediated services related to performance. When signing the invoice, the Customer certifies the performance of the Service Provider and the receipt of the invoice. The Service Provider is entitled to mail the invoice and its attachments to the Customer. If the Customer refuses to issue the certificate of performance, the Service Provider may claim the fees of the provided health care services from the Customer before the court.

5.

If the Customer is cared for in another facility with the involvement of the Service Provider, the fee of the service is not known in advance, so it will be invoiced after the performance of the service and will be due subsequently. When ordering same-day surgery, services available at external locations, and/or endoscopic examinations, the Service Provider is entitled to claim from the Customer a prepayment of 50% of the expected service fee at the time the order is placed and full payment of the remainder of the fee immediately before the performance of the service. Until the payment of this amount is made, it may refuse to perform the service. If the Customer cancels the order after payment of the prepayment but before the effective provision or use of the health care service until

12 a.m. on the previous business day to the scheduled date of the intervention, the Customer shall not be obliged for payment, the paid prepayment shall be repaid, although if the cancellation of the Customer occurs later or does not occur but the Customer does not show up at the scheduled date, the Service Provider shall be entitled to the prepayment already paid as a cancellation fee, and the Service Provider shall not be obliged to repay the amount of the prepayment already paid. It also shall be deemed cancellation, if the Customer does not show up at the scheduled date and venue of the service and does not give a prior notification on its absence, or shows up in a condition which does not allow the performance of the service and this is imputable to the Customer.

6.

If the Customer wishes to use the intended health service against their insurance, the Service Provider is entitled to demand the payment of a security deposit in the amount specified in the current price list, or in case of full or partial use of the security deposit, to request the replenishment thereof from the Customer to the original amount. The amount of the security deposit shall serve as security for the payment obligation of the Customer or its insurer, and the unused amount thereof shall be returned to the Customer after full payment of the service fee. The detailed provisions concerning the management and use of the security deposit shall be laid down in a security deposit agreement to be concluded between the parties. If the Customer cancels the order after payment of the prepayment but before the effective provision or use of the health care service until 12 a.m. on the previous business day to the scheduled date of the intervention, the Customer shall not be obliged for payment, the paid prepayment shall be repaid, although if the cancellation of the Customer occurs later or does not occur but the Customer does not show up at the scheduled date, the Service Provider shall be entitled to the prepayment already paid as a cancellation fee, and the Service Provider shall not be obliged to repay the amount of the prepayment already paid. It also shall be deemed cancellation, if the Customer does not show up at the scheduled date and venue of the service and does not give a prior notification on its absence, or shows up in a condition which does not allow the performance of the service and this is imputable to the Customer.

7.

If the Customer has a residence address in Hungary, they may request the payment of the service fee through an insurer. In such case, after sending the documents requested by the insurer, the insurer will pay the service fee to the Service Provider. If the insurer fails to pay the service fee to the Service Provider within 40 (forty) days after the Service Provider has sent all the documents, then – irrespective of the reason of the delay – at the request of the Service Provider the Customer shall pay the service fee to the Service Provider without delay. In such case, if the insurer pays the fee subsequently, the Service Provider shall transfer the amount already settled by the Customer within 15 (fifteen) business days counted from the receipt of such amount to the Customer. Simultaneously with their Customer declaration, the Customer shall give the name and contact details of the insurer through which they intend to finance their medical care, and they shall also provide the insurance policy number. The Customer shall credibly certify the existence of their insurance coverage. The Service Provider places on its website and posts in the clinic the list of the insurance companies with which it has contracted, whose subsequent performance it accepts as the payment of the service fees of the health care services it provides. The Service Provider states that if the Customer has insurance by an insurer that is not included in the list published by the Service Provider, the Service Provider may require that the Customer pay the total amount of the service fee of the ordered health care services in advance as a precondition of the provision of such services. In such case, if the

insurer pays subsequently, the Service Provider shall transfer the amount already settled by the Customer to the Customer within 15 (fifteen) business days from the receipt of such amount.

8.

In all cases when the invoice is not settled at the time of the provision of the service (payment by wire transfer, financing by an insurer, etc.), the Customer shall meet their payment obligation within the payment deadline indicated on the invoice and settle the amount of the invoice in full. By signing a separate declaration, the Customer undertakes joint and several guarantee for the payment obligation and contractual performance of the insurer named by the Customer. By signing the referred separate declaration the Customer authorizes the Service Provider to charge the credit card of the Customer with the amount of the specific invoice or the current debts of the Customer.

9.

In the event of late payment of the service fee, the Customer shall pay a default interest of 10% per annum to the Service Provider, calculated for the period between the first day of the default and the day of payment. In event of late payment, the Service Provider may enforce its claim against the Customer before the court and may make use of any means available under the law for enforcing its claim. Any additional costs arising in connection with the enforcement of the claim shall be borne by the Customer.

In the event of late payment the Service Provider may, furthermore, refuse to provide any further health care services to the Customer – with the exception of emergency care -, irrespective of whether they are part of an already ordered Treatment Plan or are independent services.

Should the Customer fail to meet their payment obligation within 15 (fifteen) days after the payment deadline, the Service Provider may terminate the Service Agreement by extraordinary termination with immediate effect forth already ordered but not yet performed health care services. If the Service Agreement is terminated for this reason, the Service Provider is entitled to a frustration penalty equal to 50% of the service fees of the health care services ordered by the Customer, calculated based on the fees included in the order. This penalty shall be paid by the Customer in one sum by wire transfer within 8 days following the receipt of the termination notice from the Service Provider. Until the Customer does not perform their obligation on payment, the Service Provider shall not be required to accept reservations for new appointments from the Customer.

10.

The Service Provider is entitled to modify its service fees unilaterally. The Service Provider shall publish the fact of the modification of the fees and the updated price list – at least 15 (fifteen) days prior to the entry into force of the modification – on its website, and it shall place it in printed form in the patient waiting room of the clinic. The modified fees shall not apply to the health care services already ordered by the Patient based on and within the framework of an already concluded Service Agreement, except if the fees of the Service Provider are modified because of the changes in the fees of the services used and mediated by the Service Provider. In the latter case, the Service Provider is entitled to also apply the modified fees to services already ordered, but if requested by the Customer, it shall certify that the fees have been modified because of the change in the fees of the mediated services.

11.

The invoices issued by the Service Provider in accordance with these GTC for the service fees contain the method and deadline for the performance of the payment obligation in accordance with accounting and tax laws in force at the time of the issuance of the invoice. If changes in legislation take place between the start of the provision of services and the date the invoice is issued and as a result the invoice requires data not available to the Service Provider, the Customer shall provide the Service Provider with such missing data without delay in order to comply with accounting rules.

The Service Provider invoices the Customer for health care services exclusive of VAT and it also indicates the fees in its price list exclusive of VAT (except for services subject to VAT, where the price list itself indicates the amount of VAT). If due to any changes in legislation the services listed in the price list as VAT free services become subject to VAT, the Service Provider is entitled to increase the amount of service fees included in the Service Agreement with the amount of VAT for services already ordered but not yet performed and invoiced, and the Customer shall pay this service fee increased by VAT.

12.

The service fee includes the fees and all costs of the Service Provider, thus in addition to the provisions of these GTC the Service Provider may not claim any other fees or costs from the Customer except for the on-call services it provides, in the framework of which, when providing health care services outside the clinic located at its registered seat, the Service Provider will claim the payment of the call-out charge as included in the price list in addition to the fee indicated in its valid price list, and this charge shall be paid by the Customer to the Service Provider in addition to the service fee.

V. Special Provisions regarding the Rights and Obligations of Patients**1.**

The Customer has the right to choose the physician they want to see, except if it is excluded by the professional contents of the care required by their medical condition or the urgency of the treatment. The right to choose a physician may be exercised in accordance with the Service Provider's procedural rules. The list of the physicians practicing at the Service Provider is available on the Service Provider's website and is placed in the Service Provider's premises, broken down by their field of specialty. If the Customer wishes that a certain physician be involved in the performance of the health care service they wish to order, they shall indicate this in advance upon making the appointment, taking into account that the schedules of the physicians employed by the Service Provider vary. If the Customer does not name any such person by making the appointment, the Service Provider will appoint them a physician.

2.

The Customer may, in connection with any diagnosis assessed by or any therapy recommended by their physician, request an examination by another physician of the Service Provider, in which case the Customer shall reimburse the fees of the health care service provided by the requested second physician, as well.

3.

The Customer may exercise their right to maintain contact as provided in the Act on Health Care subject to the conditions existing by the Service Provider, respecting the rights of their fellow patients and ensuring uninterrupted patient care.

The Customer may forbid disclosing the fact of their medical treatment or other information in connection with their medical treatment. This may be overruled only for the sake of the patient's care, at the request of their close relative or other person under the obligation of taking care of the patient.

Critically ill patients have the right to have a person of their choosing stay with them. Patients are critically ill if they are unable to physically take care of themselves due to their medical condition, or their pains cannot be relieved even with medicine, or are in psychological crisis.

Minor patients have the right to have their parent, legal representative, or a person named by their parent or legal representative stay with them.

The person named by the critically ill patient, by the minor patient or their legal representative, or the legal representatives are obliged to adhere to the operational order of the Service Provider.

4.

The Customer is entitled to receive full information in individual form. Respecting the right of the Customer to information, the provisions of the Act on Health Care shall apply. The Service Provider states that it may provide information to the Customer either orally or in writing, depending on its own decision.

The Customer acknowledges that depending on the choice of the Customer, the Service Provider may provide information to the Customer in Hungarian or in English. If, at the request of the Customer, an interpreter or a sign language interpreter needs to be involved in the provision of information, then this person shall be chosen and appointed by the Customer, and their fees and costs shall be borne by the Customer. The Service Provider does not assume any liability for the actions and activity of the interpreter.

The Customer acknowledges, by signing the Treatment Plan, the medical documentation prepared on each performed examination and given to the Customer, or the receipt of the invoice, that they have received the requested and appropriate, satisfactory information from the Service Provider or from its representative acting on its behalf.

Customers with legal capacity may waive their right to information, except if the nature of their illness must be known so that they do not endanger the health of others. If the intervention is carried out on the initiative of the Customer and not for therapeutic purposes, the right to information may only be waived in writing.

5.

The Customer has the right to self-determination. Under this right the Customer may decide freely whether to have access to the health care services of the Service Provider, or in the course of such services which interventions they consent to be carried out and which interventions they reject. The decision of Customer, however, does not affect the fee payment obligation of the Customer in regard to the services already carried out or begun by the Service Provider, the consideration for which shall be paid to the Service Provider.

The Customer has the right to participate in the decisions affecting their examination and treatment. Any intervention to be carried out by the Service Provider has as a precondition that the Customer give their deceit-, threat- and coercion-free, appropriately informed consent to the intervention. The

Customer may give such consent orally, in writing, or by implied behavior, except if the law provides otherwise. The parties agree that by signing the Treatment Plan, the medical documentation prepared regarding each performed examination and given to the Customer or the receipt of the invoice, or by the actual use of the health care services of the Service Provider after prior medical examination and information, the consent of the Customer required under this clause shall be considered as given.

For invasive procedures, the Customer's declaration shall be made in writing or – if the Customer is incapable of writing – orally or by other means, in the presence of two witnesses.

In the absence of the consent of the Customer required for performance of interventions, or if the consent is refused, the Service Provider may refuse to perform the medical intervention and may rescind the Service Agreement and apply the legal consequences set forth in these GTC (penalty).

The Customer may at any time withdraw their consent to the intervention previously given, but if the withdrawal is without due cause, then the Customer shall reimburse all reasonable costs incurred by the Service Provider as a result.

A Customer with legal capacity may, unless the Act on Health Services provides otherwise, in a public document or in a private document with full probative value or (if incapable of writing) in a declaration made in the presence of two witnesses

- a) name a person with legal capacity who may exercise in their stead the right to consent or to refusal, and/or who shall be informed pursuant to section 13 of the Act on Health Care;
- b) with or without naming a person according to point a), exclude any of the persons listed in section 16 (2) of the Act on Health Care from exercising the right to consent or refusal in their stead or from the right to be informed under section 13 of the Act on Health Care.

If the Customer is legally incapable and there is no person entitled to make a declaration according to point

- a) of the previous subsection, the persons listed in section 16 (2) of the Act on Health Care, in the order indicated there, shall have the right to exercise the right to consent and to refusal. If the statements of two or more persons who are entitled to make such a statement in the same rank deviate from each other, the decision that is most likely to affect the medical condition of the Customer most favorably shall be taken into consideration.

The consent of the Customer to the interventions shall be presumed if the Customer is incapable of making a consenting statement due to their medical condition and

- b) obtaining the statement of the person appointed by the Customer for exercising the right to consent would cause delay;
- c) in the case of invasive procedures, if obtaining the statement of the person referred to above or defined in section 16 (2) of the Act on Health Care would cause delay and delayed performance of the procedure would lead to serious or irreversible damage to the health status of the Customer.

The consent of the Customer is not required if the failure to perform the intervention or measure would seriously endanger the health or physical integrity of others – including a fetus more than 24 weeks old – as well as if the patient's life is in direct danger.

6.

A Customer with legal capacity has the right to refuse medical treatment, except if the failure to perform such treatment would endanger the life or physical integrity of others. If the lack of medical treatment is expected to cause serious or irreversible damage to their health status, the Customer

may refuse treatment only in a public document or in a private document with full probative value or – if incapable of writing – in a declaration made in the joint presence of two witnesses. In the latter case, the refusal shall be recorded in the medical documentation, which shall be authenticated by the signature of the witnesses. For the refusal of life-saving or life-sustaining treatment and its detailed rules, as well as for the declarations of a person with legal capacity made for the event of their incidental incapacity in the future and for contents of such declarations, the provisions of the Act on Health Care shall apply.

7.

The Service Provider shall keep electronic and written medical documentation of the Customer, their personal data, the medical history data that the Customer has provided to the Service Provider, the services ordered and the interventions performed.

The Customer is entitled to know the data included in their medical documentation and the Customer shall have the right to request information on it. The Service Provider shall have disposal of the medical documentation and the Customer shall have the right to dispose of the data included therein.

The Customer shall be entitled to view their health care documents and prepare excerpts or copies of them, or receive copies. During the treatment period connected with the given illness, the Customer shall be entitled to authorize in writing a person of their choosing to view their health care documents and make copies of them. After conclusion of the Customer's health care treatment, only a person authorized by a private document with full probative value shall be entitled to view the health care documents and make copies of them. In the event of the Customer's death, their legal representative, close relative, and heir are entitled to learn about health care information connected or possibly connected with the reason for death and health treatments preceding death, to view health care documents and prepare excerpts or copies of them, or receive copies at their own expense. The first copy shall be free of charge, in any other case, the Customer (or the person authorized by the Customer or by law, who orders the copies) shall pay fees for further copies as indicated in the Service Provider's current fee chart.

The Customer has the right to declare who may be informed of their illness and its expected outcome and who shall be excluded from the partial or full understanding of their medical data. The Customer shall inform the Service Provider in writing on the contents of such declaration upon the execution of the service agreement and shall present the declaration to the Service Provider in writing. The medical data of the person concerned shall be communicated even in the absence of their consent if such communication is required by law or is necessary for the sake of the protection of the life, physical integrity, or health of others.

8.

When having access to health care services, the Customer shall comply with the relevant laws and the operational order of the Service Provider, as well as the provisions of these GTC.

The Customer – if their health status allows – shall cooperate with the Service Provider and its employees involved in providing medical care, thus, among others, the Customer shall

a) provide all information necessary for setting up the diagnosis, preparing the appropriate treatment plan and for carrying out the interventions, meaning, among others, information on any previous illnesses, medical treatment, on taking any medicines or other medication and on any health risk factors,

- b) inform them – in connection with their own illness – of anything that could endanger the life or physical integrity of others, in particular any infectious disease, and illnesses and statuses that prohibit pursuing any occupation,
- c) in the case of infectious diseases set forth in the decree of the minister responsible (hereinafter referred to as the “minister”), name the persons from whom they could have caught the infectious disease or whom they could have infected,
- d) inform them of any legal statements made by the Customer previously and affecting medical care,
- e) comply with their orders regarding the medical treatment,
- f) comply with the operating procedures of the hospital,
- g) pay the fees of the services provided by the Service Provider,
- h) credibly certify his/her personal data required by law.

Should the Customer breach any of their obligations included in this clause or any provision of these GTC, the Customer shall without delay reimburse any and all damage sustained by the Service Provider and any expense of the Service Provider spent on the enforcement of its claim. The Service Provider excludes its liability for any and all damage and consequence that the Customer may sustain because of their breach of any of the obligations included in this clause or any provision of these GTC.

In the event that the Customer should breach any of their obligations included in this clause, the Service Provider reserves the right to refuse (until the fulfillment of such obligations) the provision of any additional service to the Customer, and to rescind the service agreement concluded with the Customer

In the course of exercising their rights, the Customer and their relatives shall respect the rights of other patients, and the exercise of their rights may not violate the rights provided by law to health care personnel.

VI. Data Protection, Information, Confidentiality

1.

By signing the Service Agreement, simultaneously by signing the Privacy Declaration, the Customer gives consent to the Service Provider to control and record personal data provided by the Customer and recorded regarding the Customer during the medical care, as well as medical and related personal data in accordance with the relevant laws, and to handle and record any other data as business secret,

The stored data may be reviewed with the permission of an executive officer or the data protection officer, although health care and personal data may not be indicated in scientific publications in a way that the identity of the concerned persons can be stated. No copies can be made on the stored data that they contain personal data during scientific researches. A record shall be kept on the persons looked into the stored data upon this, on the purpose and date of the access. The mandatory retention period of the record is 10 years. The denial of the request on research shall be established by an executive officer or the data protection officer in writing.

By signing the Service Agreement, simultaneously by signing the Privacy Declaration, the Customer agrees that their personal and medical data controlled by the Service Provider may be made available to the subcontractors and contributors engaged by the Service Provider, as well as to those providing mediated services to the Service Provider, and that the data may be forwarded to them by the Service Provider for the purposes of providing the ordered health care services. If so requested by the Customer, the Service Provider shall inform the Customer regarding the persons and

organizations outside its organization to which the personal and medical data of the Customer have been forwarded.

The rights and obligations of the Service Provider and the Patient related to data management, the information of the Service Provider on data management are included in a Data Protection Policy made by the Service Provider in a separate document, which may be downloaded from the website of the Service Provider, and may be reviewed in printed form at the reception of the doctor's office.

2.

The Customer acknowledges that the data and information provided regarding their medical condition on the data sheet called "Medical History", signed by the Customer and attached to the Service Agreement, are necessary for choosing and appropriately and successfully performing the right medical care, and medical treatment; the Customer states that the data provided are true and complete, and acknowledges that they shall inform the Service Provider without delay of any changes to the data occurring during the treatments. The Service Provider shall not be liable for any damage sustained by the Customer because of the breach of or failure to perform this obligation.

3.

The Customer, by signing the referred Privacy Declaration gives consent to the Service Provider to record their contact details (address, mailing address, phone, e-mail address) in its database for the purpose of providing information to the Customer regarding treatment appointments or any change to them, and to relevant circumstances connected to the treatment. The service Provider undertakes not to disclose such data to third persons, except if required by law.

4.

The Service Provider shall post information on patients' rights and its Complaint Handling Policy in the patient waiting room. The Patient may make a complaint and have recourse to legal remedy as provided in the information on patients' rights because of grievances they sustained during the activities of the Service Provider. By signing the Service Agreement, the Customer states that they have read and understood the information on patients' rights and the Complaint Handling Policy of the Service Provider.

5.

The Service Provider and the Customer acknowledge that they shall treat as confidential all personal and other data, facts, and circumstances they have disclosed to each other during the use of the services provided by the Service Provider (hereinafter collectively referred to as "Information"); they undertake to take all necessary actions to keep the Information, and they may disclose such Information to third parties without the prior written consent of the other party only if such disclosure is required by law. This obligation of confidentiality included in this clause shall be valid for an unlimited term.

6.

The Customer consents in accordance with the contents of the Privacy statement attached to the Service Agreement as an inseparable annex. to the control of their medical and related personal data by the Service Provider. The Service Provider undertakes to control and keep the data of the Patient in accordance with the laws as in force at all times and with the statements of the Patient.

7.

The Service Provider and the Customer shall be liable for any and all damage arising due to the breach of their data control and confidentiality obligation included here.

VII. Conclusion and Termination of the Individual Service Agreement**1.**

The individual Service Agreement shall be concluded when the Patient appears for the first time to the Service Provider at the Service Provider's reception, or in case of on-call service, when the Patient meets the physician and the Patient signs the agreement and its annexes.

By making an appointment, the Service Provider undertakes only that at the time of the appointment a physician it has designated will be at the Customer's disposal and will examine the Customer as to whether the Customer is fit, based on their health status, for the health care service they intend to use. In order to use the health care service it is necessary to place an order and to sign a Service Agreement. For the order of the Patient and its possible methods, the provisions of these GTC shall apply. Taking into account the activities carried out by the Service Provider and the physicians employed by it, and the nature of such activities, the Service Provider states that in certain unforeseeable cases the physician it has designated may be unavailable and may not be able to examine the Customer at the time of the appointment. For such an event, the Service Provider undertakes that after becoming aware of the unavailability of the physician it had designated, it will contact the Customer without delay via any of the contact details provided by the Customer and will inform the Customer – in the clinic at time of the appointment, at the latest – of the unavailability of the designated physician, whether it can arrange for a substitute for the time of the appointment, and whether the Customer accepts such substitute. If the Service Provider cannot arrange for any substitute or if the Customer does not accept the person of the substitute, the parties shall make another appointment. The Customer shall not be entitled to any compensation because of the change in the time of the appointment due to the above reason.

Considering that the examination of patients is continuous in the consulting rooms operated by the Service Provider, some delay might occur in the start of the patient examination compared to the time of the appointment set in advance. The Customer shall not be entitled to any compensation because of the medical examination starting later in time. If the Customer appears at the time of the appointment for the purpose of medical examination but because of the possible waiting time they cannot wait for the actual medical examination and they indicate this problem on site to the representative of the Service Provider, then the Customer shall not be obliged to pay the availability fee because the medical examination did not take place.

If the Customer appears late to the clinic compared to the time of the appointment and the delay does not exceed 10 minutes, the Service Provider will perform the arranged medical examination, provided that the expected duration of the examination will not exceed 30 minutes together with the delay of the Customer. If the Customer is more than 10 minutes late or if the expected duration of the examination will exceed 30 minutes together with the delay of the Customer, the Service Provider is not obliged to perform the arranged medical examination. In such case, the Customer shall make another appointment with the Service Provider or – if it is expressly offered by the Service Provider, subject to the medical examinations planned for that day – the Customer may wait for the end of the consulting hours when the Service Provider can find time to perform the medical examination. In either case, the Customer shall not be entitled to any compensation.

2.

The individual service agreement – unless otherwise agreed by the parties – is concluded and shall enter into force for an indefinite term.

3.

The agreement shall terminate:

- by the mutual agreement of the parties,
- upon the death of the Customer,
- upon the termination of the Service Provider without succession,
- if the operating license of the Service Provider is revoked,
- upon its ordinary termination,
- upon its termination without notice,

Upon the termination of the agreement the Customer shall exempt the Service Provider from its obligations undertaken towards third persons. In the event of termination, regarding services ordered and already performed, the parties or their successors shall settle accounts with each other, in the course of which the Customer or their successor shall pay the fees of the already performed health care services to the Service Provider or to its successor.

4.

The Customer may terminate the Service Agreement without notice at any time with immediate effect, but the Customer is liable for the obligations already undertaken by the Service Provider (e.g. they shall pay the fees of the mediated services already ordered by the Service Provider).

The Service Provider may also terminate the Service Agreement any time, but the notice period shall be enough for the Customer to arrange for the performance of the ordered service by someone else.

If the Customer breaches any provision of the Service Agreement or these GTC, the Service Provider may terminate the Service Agreement without notice, with immediate effect. If the Service Agreement is terminated on this ground, the Service Provider is entitled to a frustration penalty equal to 50% of the service fees of the health care services ordered by the Customer, calculated based on the fees included in the order. This penalty shall be paid by the Customer in one sum by wire transfer within 8 days following the receipt of the termination notice of the Service Provider.

VIII. Miscellaneous Provisions**1.**

The Service Agreement may be signed on behalf of the Service Provider by a person having signatory rights in the name and on behalf of the Service Provider, as well as any employee authorized by such a person for signing the Service Agreement.

2.

By signing the Service Agreement and the order for the health care services of the Service Provider the Customer acknowledges that prior to the conclusion of the agreement they have read and understood the provisions of these GTC and consider themselves bound by them.

3.

These GTC, the Patient Record, the Medical History, the Treatment Plan and the Service Agreement together contain the contractual agreement of the Patient and the Service Provider.

4.

Unless these GTC provide otherwise, the Parties may amend the Service Agreement only in writing, by mutual agreement, and they shall make all statements in connection with the agreement in writing, except if the law or the provisions of these GTC allow the statement to be made orally.

5.

All written mail sent by one Party to the other Party pursuant to this agreement ("Mail") shall be considered as served if it has been presented in person to the other Party, or if it has been verifiably sent by post, fax or e-mail to the address of the other Party set forth in the Agreement, and the addressee has verifiably received the Mail.

Any Mail addressed to the Service Provider shall be sent to the contact addresses set forth in these GTC.

The Mail shall be considered as served:

- a) in case of personal delivery, when received,
- b) in case of delivery by post – if the Mail is not received by the party and is returned with the mark "not claimed", "addressee unknown" or "moved" – on the 5th workday after its posting; otherwise, on the actual day of delivery, certified by the return receipt,
- c) in the case of fax, on the day when the fax was sent, provided that the addressee Party has confirmed its receipt;
- d) in case of e-mail, on the day when the e-mail addressee Party confirmed the receipt.

In order to facilitate communication with Patients, the Service Provider operates the UserLike system on its website, which allows the Patient to contact the Service Provider through the online interface. Through this system, the Patient provides their name, telephone number and reason for contact, then the Service Provider ensures that the Patient is contacted by colleagues who deal with the given topic either by telephone or email.

The Service Provider declares that it is under no obligation to provide nonstop operation of the aforementioned online interface, and also declares that the system serves only to facilitate communication, so messages sent over that interface have no legal effect and are not considered a form of communication between the parties as defined in this point.

6.

In order to settle any legal dispute that may arise between the Customer and the Service Provider out of court, the Parties may jointly request that the dispute be settled through mediation. The composition of the mediation board and the mediation procedure is regulated by a separate act of law (Act CXVI of 2000).

The Contracting Parties declare that if any legal dispute that has arisen in connection with the use of the health services provided by the Service Provider cannot be settled amicably (out of court), it shall be decided by the courts having general jurisdiction and competence, with the stipulation that the court proceed at all times according to the laws of Hungary and the language of the proceeding is Hungarian.

7.

For matters not regulated herein, the provisions of Act V of 2013 of the Civil Code (Civil Code), Act CLIV of 1997 on health care, and other Hungarian acts of law, professional rules, protocols, and other professional medical standards shall apply.

8.

The Service Provider may at any time amend the GTC unilaterally, but it shall publish the fact of the amendment and the amended GTC on its website. The amendment of these GTC shall be without prejudice to the already concluded Service Agreement.

These General Terms and Conditions shall be valid from 1 February 2020.

RMC MEDICAL Zrt. 20