

Swiss Medical Hungary Zrt. General Terms and Conditions for the Provision of Day Surgery Services

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These General Terms and Conditions (hereinafter: GTC) include the provisions applicable to specific contracts for the provision of day surgery services between Swiss Medical Hungary Zrt. and its Clients, related to day surgery care.

1. DEFINITIONS

For the purposes of these Terms of Business:

- a) Service Provider: The company providing day surgery healthcare and other related services to Clients; Swiss Medical Hungary Zrt. (headquarters: 1123 Budapest, Táltos utca 15/B.; company registration number: 01-10-046809; tax number: 22989143-2-43; bank account number: Raiffeisen Bank Zrt.; 12020407-01579618-00200001; website: www.swissclinic.hu), which provides day surgery service in possession of a healthcare operating license to the Clients.
- b) Client: A natural person who, based on the Service Contract with the Service Provider, uses the outpatient healthcare service and is obliged to fulfill the Service Fee towards the Service Provider.
- c) Day surgery or day surgical service: Interventions that can be performed within or outside of an inpatient care unit, with or without the application of anesthesiological procedures, listed in the Annex 9 of the Decree 9/1993. (IV. 2.) NM, during which the patient spends less than 24 hours at the healthcare institution serving as the location of the intervention.
- d) Surgical pain management: The totality of pain-relieving drugs and techniques applied before (preemptive), during, and after the day surgery intervention, aimed at reducing tissue trauma caused by the surgical intervention or pain and other side effects and complications as a result of the intervention, enhancing the safety and effectiveness of acute pain management during the perioperative period, ensuring the physical and psychological well-being of the patient undergoing surgery, and improving their quality of life.
- e) Healthcare institution: For the purposes of these GTC, the outpatient surgery provider based on the agreement with the Service Provider, serving as the location for outpatient surgical interventions, Szent Margit Clinic Nonprofit Limited Liability Company (headquarters: 1032 Budapest, Vörösvári út 88-96.; company registration number: 01-09-917657; tax number: 21813278-2-41) at 1032 Budapest, Vörösvári út 88-96., based on the Annex 12 of the decision number 6176-3/2011 of the Government Office for

Budapest, District III of Public Health Institute (6176/2011-XII.), operating with a license for day surgery.

f) Fee Payer: Usually the Client; or a third person considered a Client under these GTC, listed in the Service Contract and undertaking the obligation to pay the fee, who is obliged to fulfill the Service Fee on behalf of the Client based on their legal relationship.

g) Quotation: The offer communicated in writing by the Service Provider to the Client, including all fees and costs associated with the given day surgery service, whose acceptance by the Client establishes the Service Contract between the Parties.

h) Parties: For the purposes of these Terms of Business, the Service Provider and the Client.

i) Service Contract: The individual contract between the Service Provider and the Client established under the conditions set forth in these GTC, which comes into effect upon acceptance of the Quotation.

j) Service Fee: The fee payable by the Client to the Service Provider as consideration for the provision of day surgery and other related services. The current Service Fee schedule and the amount of the Service Fee payable at the time of booking are published on the Service Provider's website; detailed rules related to the fulfillment and due date of the Service Fee, and consequences of non-payment are contained in these GTC.

k) Information Sheet: The detailed, general information prepared and communicated in a verifiable manner by the Service Provider to the Clients, in accordance with Section 13(2) of Act CLIV of 1997 on Healthcare, about individual day surgery interventions, recommended and mandatory examinations prior to the interventions; the possible benefits and risks of undergoing or not undergoing certain recommended examinations and interventions; alternative procedures and methods; the process and expected outcome of care; and recommended actions and lifestyle

following the intervention, which complements the individualized information provided to the Client.

2. SCOPE, MODIFICATION OF THE GENERAL TERMS AND CONDITIONS, AND APPLICABLE LAWS

(1) The scope of these GTC extends to the legal relationship between the Service Provider and the Client, and defines the conditions for the provision of day surgery services.

(2) According to these GTC, the Service Contract comes into effect at the moment the Client accepts the Quotation and fulfills the Service Fee in favor of the Service Provider.

(3) The Service Provider informs the Client, and the Client acknowledges, that the Service Provider is entitled to unilaterally modify these GTC. In case of a modification of the GTC, the Service Provider is obliged to publish the changes along with the text of the modification on its website 30 (thirty) days before the modification takes effect.

(4) The Service Provider makes the current GTC available on its website in a manner that allows the Client to store and retrieve it unchanged at any later time.

(5) For matters not regulated in these GTC, Hungarian law and the provisions of the Civil Code of 2013, Act CLIV of 1997 on Healthcare, Act XLVII of 1997 on the handling and protection of health and related personal data, Decree 16/2002 (XII. 12.) ESzCsM on the professional requirements of day surgery and spa treatments, and Regulation (EU) 2016/679 of the European Parliament and the Council (27 April 2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as professional guidelines, methodological guidelines, and professional requirements published in literature, shall be appropriately applied.

3. FORMATION OF THE SERVICE CONTRACT

(1) The legal relationship for day surgery services covered by these GTC between the Client and the Service Provider is established with the acceptance of the Quotation. For the purposes of these GTC, booking an appointment for a day surgery intervention constitutes implied conduct, with the individual contract coming into effect at the moment of payment of the Service Fee.

(2) The Client enters into the Service Contract with knowledge of these GTC, referring to them, and with this consideration, the Parties expressly agree that these GTC form an integral part of the Service Contract between them, and the Parties' separate declarations of intent (especially the Information Sheets) jointly contain the Parties' mutual and concordant expression of will. By ordering the service, the Client acknowledges the provisions of these GTC as binding on themselves and acknowledges that the Service Provider provides its service based on these.

4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

(1) The Service Provider undertakes to create and continuously ensure, to the best of its knowledge and expertise, the personal and material conditions necessary for the provision of day surgery services to the Client, as specified in the relevant health-related laws – especially in Decree 16/2002 (XII. 12.) ESzCsM on the professional requirements of day surgery and spa treatments – during the term of this legal relationship; the Service Provider will take all necessary measures in the interest of proper operation.

(2) The Service Provider undertakes to provide day surgery services using its own healthcare personnel and the services of its Contracted Partners in a Healthcare institution that meets the material conditions prescribed for the provision of day surgery services. In the Healthcare institution, the Service Provider accepts the Client only based on prior registration, following examination, for the purpose of performing day surgery intervention and provides day surgery service against Service Fee.

(3) The Client acknowledges and expressly consents to the Service Provider using Contracted Partners to fulfill the services it provides, for which services the Service Provider is liable towards the Client as if it had performed them itself. Furthermore, considering the use of Contracted Partners, the Service Provider states that its services include mediated healthcare services, where the Service Provider undertakes the organization of healthcare services within its own organizational unit.

(4) The Service Provider undertakes to have a valid license and liability insurance for the performance of day surgery services, and the procedures, technologies used during performance, and the equipment provided and used by it fully comply with current laws; furthermore, the Contracted Partners have all necessary official permits and all the professional knowledge, and the Healthcare institution has all the material conditions necessary for the performance of the activity subject to this legal relationship according to professional rules.

(5) The Service Provider ensures the personal and material conditions necessary for the performance of day surgery services – involving its Contracted Partners and the Healthcare institution; it also ensures that the personal and material conditions necessary for performance are continuously in appropriate condition throughout the duration of the legal relationship and, if necessary, takes care of replacing or supplementing the equipment.

(6) The Service Provider is obliged to perform its activities in accordance with the relevant professional and ethical rules, guidelines, protocols, and regulations, with due diligence expected from

participants in healthcare.

(7) The Service Provider is also entitled to refuse the provision of day surgery services if the Client:

- a) Requests care that contradicts their moral views, conscience, or religious beliefs;
- b) Seriously violates their cooperation obligation [Eütv. 26 §] – especially including compliance with treatment-related provisions and fulfillment of the Service Fee;
- c) Refuses to participate in preliminary examinations;
- d) Exhibits offensive or threatening behavior towards the Service Provider or its Contracted Partner;
- e) Behaves in a manner that endangers the life or physical integrity of the Service Provider, Contracted Partner.

(8) The Service Provider limits the amount of damages related to negligence resulting in breach of contract to the amount paid by the Client (Fee Payer) to the Service Provider as Service Fee under the title of Service Fee during the temporal validity of the service, in accordance with Section 6:152 of the Civil Code, a limitation acknowledged by the Client.

5. RIGHTS AND OBLIGATIONS OF THE CLIENT

(1) The Client is entitled to receive day surgery service from the Service Provider in the Healthcare institution after prior coordination and the necessary examinations. The Service Provider publishes the current Service Fee schedule for day surgery services and the necessary examinations on its website.

(2) The Client acknowledges that the Service Provider can perform surgery within the framework of day surgery care only if the Client:

- a) Is in good general condition, has at most mild systemic disease without functional loss, which does not require close monitoring after surgery; and
- b) Is not expected to require blood transfusion due to blood loss during surgery, and postoperative pain is expected to be minimal;
- c) Is self-sufficient in the case of adults, and home care is ensured for children; and declares, taking into account the legal provisions on the right of self-determination, that
 - (i) Housing and hygienic conditions are appropriate,
 - (ii) A telephone is ensured at the place of residence,
 - (iii) Supervision and, if necessary, access to appropriate healthcare are ensured during transport home and on the night following surgery,
 - (iv) Consents to the surgery being performed as day surgery care.

(3) The Client is entitled to the right to information and self-determination during the use of day surgery services, which include the right to participate in decisions concerning their examination and treatment, and to give their consent to healthcare interventions based on adequate information, free from deception, threats, and coercion.

(4) Considering that the reservation of the service requires the Client's consent and familiarity with the Information Sheet related to the intervention they wish to undergo, as well as the completion of preliminary examinations, if the Client refuses their consent after booking the date for the day surgery intervention, the Service Provider is entitled to the full Service Fee.

(5) The Client is entitled to personalized information provided in accordance with the provisions of Eütv. The Service Provider records that it can provide information to the Client either verbally or in writing, at the Client's choice. The Service Provider provides information in Hungarian, and in English if justified. If the Client requires an interpreter or sign language interpreter based on their need for information, the selection and appointment of this person are the Client's responsibility, and the Client is obliged to bear the fee and costs. The Service Provider does not assume any responsibility for the conduct and activity of the interpreter. By signing the consent form for day surgery service, the Client acknowledges having received appropriate and satisfactory information from the Service Provider or the person acting on its behalf.

(6) The Client capable of acting may waive information, except when knowing the nature of their illness is necessary to avoid endangering the health of others. If the intervention is initiated by the Client and not for therapeutic purposes, waiving information is only valid in writing.

(7) The Parties agree, and the Client expressly acknowledges, that written consent from the Client is required for the day surgery intervention subject to these GTC, or – if they are unable to do so – verbally in the presence of two witnesses or in another form.

(8) The Client is entitled to access the data contained in their medical documentation and has the right to request information about their health data, with the Service Provider being responsible for the medical documentation and the Client for the data contained therein. The Client may request a copy of their medical documentation in accordance with current data protection laws, in particular the rules of Eüak., bearing the costs of preparing and sending the copy in advance.

(9) The Client acknowledges that, in accordance with the rules of the medical profession, they are obliged to participate in the preliminary examinations prescribed by the Service Provider prior to availing of day surgery services. The fee for preliminary examinations is not included in the Service Fee for day surgery services and must be reimbursed separately by the Client. In accordance with point 4 (7) c), the Service Provider is entitled to refuse the provision of day surgery services if the Client refuses to participate in preliminary examinations and does not have a health document prepared by another healthcare provider that is

no older than three months (or in the case of PCR tests suitable for screening the new coronavirus, no older than the periods specified in current laws or 48 hours), equivalent to the necessary examinations or suitable for replacing them. The Service Provider informs the Client that if their PCR test prepared 48 hours prior to availing of day surgery service or the antigen rapid test performed on-site yields a positive result, the Service Provider will offer a new appointment to the Client after the expiration of the quarantine obligation but will not refund the Service Fee.

(10) The Client is obliged to pay the Service Fee to the Service Provider when it becomes due, acknowledging that failure to fulfill or delay in fulfilling the Service Fee entitles the Service Provider to refuse the provision of day surgery services. Furthermore, the Client acknowledges that if they fail to fulfill the fee for the ordered laboratory test or imaging examination when it becomes due, the Service Provider is entitled to destroy the sample or result without prior notification to the Client as soon as possible on the 3rd (third) working day following the due date of the invoice. The Service Provider excludes all its liabilities related to the destruction of the sample or result in accordance with this point.

(11) When availing of day surgery services, the Client is obliged to respect the relevant laws, the operational rules of the Service Provider and the Healthcare institution, and, in exercising their rights, must respect the rights of other patients, as well as not infringe on the legally established rights of the Service Provider and Contracted Partners, as well as other healthcare workers acting on behalf of the Service Provider. The Client acknowledges that any patient complaints related to healthcare services must be directed to the Service Provider's Customer Service according to its complaint handling policy. If the Client, prior to submitting their patient complaint or during its investigation, makes false allegations damaging the Service Provider's good reputation, the Service Provider is entitled to refuse further care to the Client.

(12) For the identification required for the Client to avail of day surgery services, a valid identification document must be presented to the person appointed by the Service Provider during patient registration (e.g., ID card, passport, driving license). The Client acknowledges that refusal to prove their identity entitles the Service Provider to refuse the provision of day surgery services.

(13) The Client acknowledges that during their examination and treatment, no more than one accompanying person may be present, and acknowledges that their companion may accompany them to the entrance of the operating room but may not enter the operating area, and upon departure, the operating room staff will hand over the Client to their companion at the entrance of the operating room. The Client acknowledges that the current (qualified in surgery, bound by confidentiality) medical director of the Service Provider, without prior permission, may access any of their medical records for quality assurance purposes, consult with the treating surgeon, and, in agreement with them, may order the modification of their examinations and treatment for the benefit of the Client's recovery.

(14) The Client avails of the Service Provider's services based on their individual decision, own choice, and acknowledges upon entering into the contract that every medical intervention, treatment has risks, and all risks for which the doctor cannot be held responsible must be borne by the patient. The Client is also aware that the course and duration of recovery may vary among patients or differ from the average. The Service Provider is not liable for consequences arising from the Client's breach of obligations arising from the Service Contract, or for not following the instructions of doctors and other involved in the treatment regarding recovery or medical treatment, for not taking prescribed medication or not taking it according to the prescription, or for not applying the prescribed therapy according to the medical prescription; as well as for availing additional therapy from another provider without detailed notification to the Service Provider's doctor, who, therefore, could not consider potential interactions and side effects. The Client also acknowledges that interrupting or delaying the prescribed series of treatments endangers the effectiveness of the treatment. The fact of breaching the cooperation obligation related to the series of treatments can be recorded in the Service Provider's medical documentation of the Client. The Service Provider excludes its own liability for damages attributable to the Client related to the omission or delayed conduct of the series of treatments. Furthermore, the Client acknowledges that if tissue removal occurs during the intervention, requiring histological examination, all costs related to the examination are borne by the Client. The Service Provider will inform the Client about the results and any necessary further examinations via email. If the Client does not attend the designated treatments, the Service Provider excludes all its liabilities related to health damage due to the missed therapy. Otherwise, the Service Provider does everything within its power to ensure that care is provided in accordance with laws, professional rules, especially current scientific standards and evidence-based

professional guidelines, in their absence, based on substantiated, widely accepted literature publications, or professional consensus, and to ensure that its service can be provided effectively with optimal use of available resources.

(15) The Client – if their health condition allows – is obliged to cooperate with the Service Provider to the extent

of their abilities and knowledge as follows:

- Provide information to the extent necessary for establishing a diagnosis, preparing an appropriate treatment plan, and conducting interventions;
- Thoroughly inform about their condition, complaints, and treatments received elsewhere in the past, currently, and planned for the future, including all information about taken medications and known allergies without specific questioning;
- Inform about everything related to their own disease that might endanger the life or physical integrity of others, especially infectious diseases and conditions excluding occupational activities, especially obliged to provide information about infectious diseases – without claiming completeness HIV, HBV, HCV, coronavirus, etc.;
- Inform about any legal declarations made earlier related to healthcare;
- Comply with instructions received related to medical treatment;
- Credibly prove legally required personal data.

(16) The Client acknowledges that it is forbidden to bring live firearms, explosives, flammable substances, or stabbing weapons into the Healthcare institution. Furthermore, the Client acknowledges that if this provision is violated, they can be removed from the Healthcare institution – if necessary, with the involvement of the police, for which the Service Provider is not liable for any damages, including the refund of the Service Fee, either in full or in part. It is also forbidden to litter, smoke, or act threateningly or use vulgar language towards the staff of the Service Provider in the Healthcare institution, violating these provisions entitles the Service Provider – excluding its liability for damages – to exclude the Client from availing of the service.

6. SERVICE FEE

(1) The Parties record that the Client pays the Service Provider a Service Fee for the provided day surgery service. The Service Fee includes all costs arising on the side of the Service Provider related to the performance of the day surgery service, with the fee for services following the intervention (e.g., follow-up examination, dressing change, other examinations) subject to the Service Provider's price list. The Client (or Fee Payer) is obliged to pay the Service Fee against an invoice issued by the Service Provider, in compliance with accounting laws, in cash, by bank card, or health insurance card.

(2) The Client is expressly aware, and the conclusion of the contract also takes place with express knowledge of this fact, that the day surgery service performed by the Service Provider is not a healthcare service financed from the Health Insurance Fund by the state, and the Client is fully responsible for fulfilling the Service Fee as a compensation fee, regardless of whether they are considered insured from a social insurance perspective.

(3) The Service Provider is only obliged to provide day surgery service if the Client has paid the full Service Fee. The Service Provider may offer discounts to Clients, but discounts provided to Clients are not cumulative, meaning the Client is entitled to use one discount for availing of the service.

(4) The Service Fee is due simultaneously with the booking of the date for the day surgery service, payable against an invoice issued by the Service Provider, in cash, by bank card, or

health insurance card. If the Client (or Fee Payer) does not fulfill the fee for the treatment according to the due date stated in the invoice, the Service Provider is entitled to refuse the provision of day surgery service to the Client.

(5) The Parties may agree on a schedule for fulfilling the Service Fee that differs from the rules stated in this chapter. In this case, the conditions for fulfillment are contained in the Service Contract or a separate written agreement between the Parties, with any discrepancies between these GTC and the Service Contract, or the Parties' written agreement, the Parties – due to its specific nature – apply the rules contained in the Service Contract or the Parties' written agreement.

(6) The Client acknowledges and irrevocably consents that they cannot modify or cancel their appointment for the day surgery intervention – considering the associated organizational difficulties and the fact that a significant part of the fee constitutes the availability fee of the surgical team and the provision of the Healthcare institution. The Client expressly acknowledges that if they do not appear at the Healthcare institution for the day surgery intervention, whether for reasons attributable to them or not, the Service Provider becomes entitled to the Service Fee for the day surgery service not availed by the Client without any further declaration, and the Client or Fee Payer is not entitled to reclaim it. The Service Provider has expressly drawn the Client's attention to this forfeiture clause and separately provided information regarding cancellation.

(7) If the Service Provider cancels the agreed appointment, it is obliged to offer another suitable appointment to the Client, ensuring that the Service Provider fulfills this obligation if it provides a specialist corresponding to the original booking. If the Service Provider cannot offer a new appointment within 30 days from the original booking, the Client may withdraw from the Contract, in which case the pre-paid Service Fee is refunded, but the Service Provider is not subject to further obligations. In the event of a healthcare or other emergency, the Service Provider is not obliged to provide the pre-booked service, provided that it informs the Client about the cancellation of the service in a timely manner and offers a new appointment

. If the Client accepts the offered appointment due to the emergency cancellation, the Service Provider is not obliged to refund the pre-paid Service Fee. If the Client does not accept the new appointment offered due to the emergency cancellation, they may withdraw from the contract, in which case the pre-paid Service Fee is refunded, but the Service Provider is not subject to further obligations.

(8) The Service Provider is not obliged to start the day surgery intervention if the Client arrives with a delay exceeding 30% of the surgery time, endangering the provision of care according to the schedule for subsequent patients.

(9) The Client acknowledges the Service Provider's advice not to bring jewelry or high-value items to the day surgery intervention. A lockable cabinet is available in the Healthcare institution where the Client can place their clothing and personal belongings; however, the Service Provider does not assume responsibility for the theft or damage of valuables.

(10) The Service Provider is entitled to refuse the performance of the day surgery intervention if the Client violates the instructions related to preparations provided in the Patient Information Sheets or prescribed by their treating doctor, which would prevent the administration of surgical anesthesia or the intervention itself safely. In this case, the Service Provider becomes entitled to the Service Fee for the day surgery service not availed by the Client without any further declaration, and the Client or Fee Payer is not entitled to reclaim it.

(11) The Service Provider is entitled to pass on the costs related to the issuance of documents requested by the Client (e.g., issuance of retrospective reports, insurance company's so-called "clearform") to the Client, which the Client is obliged to pay no later than upon receiving the documents.

7. DATA PROCESSING, CONFIDENTIALITY

(1) The detailed data processing information related to the provision of services by the Service Provider is available at <https://swissclinic.hu/adatkezelesi-tajekoztato/>.

(2) Considering the Service Provider's obligation to transmit health data to the Electronic Health Services Space (EESZT), the Service Provider provides the following information about the self-determination right related to health data to the Client. Health self-determination is a citizen's right and responsibility. To protect personal data, the EESZT system allows every citizen to regulate access to their data stored in EESZT. The regulations amended by the Act XLVII of 1997 on the management and protection of health and related personal data and by Act CCXXIV of 2015 enable digital self-determination. The Client has the opportunity to set access restrictions to their health data managed in EESZT and, within this framework, regulate which health data their treating doctor(s) can view, and can continuously monitor who has requested access to their data. Careful settings allow customization of the system's use according to individual needs.

(3) The Client acknowledges the Service Provider's notification that due to its obligation to provide data to EESZT, the Client must prove their social security identification number with a document (health insurance card or European Health Insurance Card) and their identity with a document suitable for personal identification (ID card, passport, driving license).

8. MISCELLANEOUS PROVISIONS

(1) Complaints related to healthcare services are handled by the designated treatment staff member responsible for Complaint Handling according to the Complaint Handling Policy. Complaints related to healthcare services are accepted by the Service Provider's Customer Service exclusively from the Client or their authorized representative, provided the invoice received during the healthcare service is presented, within six months following the date of the service in question.

The Client is obliged to submit their complaint in writing via email to hello@swissclinic.hu. The Service Provider evaluates the complaint based on its own complaint handling policy within 30 days and informs the Client in writing about the outcome.

If the Client does not accept the first response to the complaint, the Service Provider sends a second response to the Client within another 30 days.

After the second response, the Service Provider is not obliged to further handle the Client's complaint, but at its discretion, may continue the complaint handling process, offer compensation for an amicable agreement, but is not obligated to do so.

(2) In their cooperation, the Parties act in accordance with the requirements of good faith and fairness, informing each other mutually. Any disputes arising from the Service Contract or related to it (with its breach, termination, validity, or interpretation) are primarily intended to be resolved by the Parties through amicable means, in direct negotiations conducted in the spirit of good faith and fair cooperation. The Parties prefer to remedy any legal violations through peaceful means and agree that upon a written call from any Party to the other Party, they will conduct a mediating-negotiating process within 15 (fifteen) days from receipt of the call, provided the Service Provider's complaint handling process did not result in a solution.

(3) If the mediating negotiations do not lead to a result within 60 (sixty) days from the dispute's emergence, and

the Client is dissatisfied with the outcome of the complaint handling, they may initiate further procedures based on their legally assured rights:

- They may also turn to a patient rights representative, whose contact information can be found in Annex 1 of these GTC.
- They may also turn to the competent conciliation body according to their place of residence or stay, the internet access page of the conciliation bodies is <http://www.bekeltetes.hu>. The website provides the address, phone and internet contact information, and mailing address of the conciliation body according to the place of residence or stay.
- They may also turn to the consumer protection authority of the district office competent according to their place of residence.
- Furthermore, the Parties stipulate the jurisdiction of the competent Court for adjudicating their legal disputes.

Annex 1: Contact Information of Patient Rights Representatives:

(Information about the contact details of patient rights representatives across various regions and healthcare institutions in Hungary is provided, including names, email addresses, and phone numbers for representatives responsible for handling patient rights and complaints in specific areas and institutions.)

Sources:

- <https://www.ijsz.hu/kepviselok1.html>