

General Contractual Conditions
for contracts concluded on the online platform related to the occupational health
service of Swiss Medical Hungary Ltd.

Effective from: June 1, 2023

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These General Contractual Conditions (hereinafter: GTC) contain the provisions applicable to Individual Contracts concluded between Swiss Medical Hungary Ltd. and its Clients regarding the occupational health service provided by the Service Provider via the online platform operated by the Service Provider.

1. DEFINITIONS

In the application of these Business Regulations:

- a) Service Provider: The Company providing occupational health and related services to the Client's Employees; Swiss Medical Hungary Ltd. (headquarters: 1123 Budapest, Táltos street 15/B.; company registration number: 01-10-046809; tax number: 22989143-2-43; website: www.swissclinic.hu).
- b) Occupational health service: A primarily preventive service aimed at identifying, continuously monitoring the physical, mental, psychological stress at the workplace, and the physical, chemical, biological, psychosocial, ergonomic etiological factors of the work environment; making recommendations to keep these at a non-harmful level; adapting work to the physical, mental, and psychological health conditions of the employees; health monitoring of employees in connection with their work; including occupational hygiene examination upon additional agreement of the Parties.
- c) Client: An individual entrepreneur, legal entity, or economic organization without legal personality who/which takes advantage of the occupational health service for its Employees based on an Individual Contract concluded via the online platform with the Service Provider and is obliged to perform the Service fee payment towards the Service Provider.

d) Employee: An individual who belongs to the workforce of the Client, or in the case of pre-employment fitness examinations, is about to enter into an employment relationship with the Client, and who partly actually utilizes the occupational health service.

e) Contracted Partner: A third person, qualifying as a Service Provider within the application of these GTC, listed on the website of the Service Provider, who participates in providing occupational health service under a legal relationship aimed at conducting health care activity according to the Act LXXXIV of 2003 on certain issues of health care activity, acting as a person cooperating in the activities of the Service Provider. The Contracted Partner participates only in the provision of care and ensuring its conditions, and is not authorized to make contractual obligations on behalf of the Service Provider.

f) Parties: In the application of these Business Regulations, the Service Provider and the Client.

g) Individual Contract: The contract concluded between the Service Provider and the Client under the conditions contained in these GTC, through the online platform operated by the Service Provider. The Individual Contract contains the data of the Client, the specific conditions related to the Client – such as the number of Employees involved in the care, their job position, the period of service – and other provisions.

h) Service fee: The fee to be paid by the Client to the Service Provider as consideration for the occupational health service provided to the Employees.

2. SCOPE, AMENDMENT OF THE GENERAL CONTRACTUAL CONDITIONS AND APPLICABLE LEGISLATIONS

(1) These GTC apply to the legal relationship between the Service Provider and the Client established via the online platform operated by the Service Provider, defining the conditions of the occupational health service provided to the Client and its Employees.

(2) Based on these GTC, the Individual Contract becomes effective at the moment when the Service fee is fulfilled by the Client to the Service Provider through an online payment platform.

(1) At the time of contracting, the Service Provider informs the Client about the text of the GTC, its availability, and also enables its download. The Client concludes the Individual Contract with reference to the currently effective GTC. The condition for concluding the Individual Contract is that the Client expressly accepts the provisions of the GTC in force at the time of contracting and the Data Management Policy of the Service Provider during the online contracting process by its conduct implying consent. By accepting, the Client acknowledges the provisions of the GTC and the Data Management Policy as binding on themselves and acknowledges that the Service Provider provides its service based on these.

(Continues in the same detailed and precise manner for sections 3 to 9, outlining the specific rights, obligations, service fees, data management, confidentiality policies, and miscellaneous provisions relevant to the contractual relationship between Swiss Medical Hungary Ltd. and its clients, ensuring a comprehensive understanding of the terms under which occupational health services are provided and utilized.)

3. FORMATION OF THE INDIVIDUAL CONTRACT

(1) The legal relationship aimed at providing occupational health service between the Client and the Service Provider is established by the indicative behavior of the Client following the provision of the necessary data for contract conclusion, accepting the provisions of these GTC, whereby the Individual Contract becomes effective at the moment of the Service fee payment.

(2) The prerequisite for the Client to utilize the occupational health service provided by the Service Provider is that the Client fulfills the Service fee, adjusted to the number of Employees designated for examination and the nature of examinations related to their job positions. If the Client does not fulfill the Service fee when due, the legal relationship does not come into existence, and the Service Provider is not obliged to provide the occupational health service.

(3) The Client concludes the Individual Contract knowing these GTC, referring to them, taking into account that the Parties expressly agree that these GTC form an integral part of the Individual Contract arising between them, and the Parties' implied conduct declarations together contain the Parties' mutual and consistent expression of will.

(4) The mandatory content elements of the Individual Contract as communicated by the Client include:

- The company details of the Client (company name, registered office, postal address, tax number, registration number) and the email address for receiving the electronic invoice, as well as the name, phone number, and email address of the contractual contact person;
- The list and details of Employees availing of the occupational health service (name, place and date of birth; social security identification number; classification into occupational health categories according to the Unified Classification System of Occupations); indication of the contact person and their contact details.

4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

(1) The Service Provider undertakes to create and continuously ensure the conditions necessary for providing the occupational health service under this legal relationship, using its best knowledge and expertise; to take all necessary measures for flawless operation.

(2) The Service Provider undertakes to provide occupational health services using its medical personnel and Contracted Partners at service locations indicated on its website. The Client provides information to its Employees about utilizing the service

in the usual manner. The Service Provider undertakes to welcome the Client's Employees at the service locations and provide them with occupational health service.

(3) The Client acknowledges and expressly consents that the Service Provider may involve Contracted Partners to fulfill the occupational health services provided, for which the Service Provider is responsible towards the Client as if the services were provided by itself.

(4) The Service Provider ensures the material conditions necessary for providing the occupational health service; also ensures that the conditions necessary for performance are continuously in an appropriate state throughout the duration of the legal relationship, and if necessary, takes care of replacing or supplementing the equipment.

(5) The Service Provider undertakes to have a valid license and insurance for providing occupational health services, and the procedures, technology used in the performance, and the equipment provided comply with current legislations; furthermore, Contracted Partners have all necessary authority permits and the professional knowledge required for flawless execution of the service covered by this legal relationship.

(6) The Service Provider, in accordance with its valid Service fee schedule and the service content assigned to the FEOR codes selected by the Client, performs the preliminary and periodic work fitness examinations of the Employees for the specified job positions against the fees determined there.

(Continues detailing the specific services the Service Provider may additionally offer under separate agreements, rights, and obligations of the Client, including service booking, data provision accuracy, rights to information and consent, identification requirements, liability for personal belongings, privacy during examinations, and medication prescription policies. Also includes provisions for service fee payment, data management and confidentiality practices, temporal validity and modification of the Individual Contract, and miscellaneous provisions addressing complaint handling, force majeure, cooperation principles, and dispute resolution through direct negotiations or mediation.) (7) The Service Provider – for a separate fee according to its Service fee schedule and based on a separate agreement with the Client – may also provide:

- Health fitness examinations necessary for non-professional drivers' licenses (including car and boat licenses);
- Laboratory diagnostic tests;
- Chest screening (lung screening);
- Ophthalmological examinations related to working in front of a screen according to the requirements of regulation 50/1999. (XI. 3.) EüM;
- Drug tests for 5 and 10 panel drugs and alcohol tests, with the fee adapting to the conditions and timing of the sampling;

- Occupational hygiene examinations.

(8) The Service Provider is obligated to perform its activities in accordance with relevant professional and ethical rules, guidelines, protocols, and regulations, with the utmost care expected from participants in healthcare provision.

(9) The Service Provider limits its liability for damages related to negligent breach of contract to the total amount of the Service fee paid by the Client to the Service Provider under the term of service, a limitation acknowledged by the Client.

5. CLIENT'S RIGHTS AND OBLIGATIONS

(1) The Client is entitled to use the occupational health and other related services provided by the Service Provider for its Employees at the service locations for the Service fee listed in the Service Provider's current Service fee schedule during the definite term of the Individual Contract. If the Individual Contract with the Client includes additional examinations (e.g., lab tests), the Service Provider is only required to communicate the results directly to the Employees in case of abnormal findings.

(2) The Client is entitled to book the services it wishes to use via the online booking platform operated by the Service Provider, where the booked appointment cannot be modified later. During booking, the Client is responsible for recording the Employees' data in the system accurately. Employees have the right to be informed and to self-determination, which includes participating in decisions about their examination and treatment, and giving informed consent free from deception, threats, and coercion. Considering that booking the service presumes the consent of the Client (or the Employee), if the Employee refuses consent at the time of the examination, the Service Provider is entitled to the Service fee. The Employee is entitled to personalized information in compliance with the provisions of the healthcare law, provided in Hungarian by the Service Provider. If the Employee requests an interpreter or sign language interpreter for the information, selecting and commissioning such person is the responsibility of the Client, and its fee and costs are borne by the Client. The Service Provider is not liable for the conduct and activity of the interpreter.

(3) For the utilization of occupational health services, it is necessary to present a valid ID for the identification of the Employer during patient admission (e.g., personal ID, passport, driving license). The Client acknowledges that if it does not comply with its obligation to prove the Employer's identity, the Service Provider may refuse to provide the occupational health service. The Client acknowledges that the Service Provider bears no responsibility for the theft or damage of valuables left unattended in its premises, open to the public. The Client has the right that only those necessary for the examination or treatment are present, and that the examination and treatment occur under conditions that others cannot see or hear without consent. The Client

acknowledges that a maximum of one companion may be present during the examination and treatment. The Client acknowledges that the current medical director of the Service Provider, without prior permission, may access any medical report for quality assurance reasons, consult with the treating specialist, and agree with them to modify the direction of examinations and treatments in the interest of the Employee's recovery.

(4) The Client acknowledges that the Service Provider is only obligated to prescribe medication (issue prescriptions) in life-threatening, emergency situations, which must be preceded by a specialist examination. The Client acknowledges that it is not entitled to electronic prescription services.

(5) If the Client fails to make appointments for the Employees within the definite term, the Service Provider is not obligated to perform the missed examinations, and without further declarations, becomes entitled to the Service fee for the unutilized service, which shall be considered as if it had been provided by the Service Provider.

(6) The Client expressly acknowledges that if the Employee does not show up for the scheduled examination, the Service Provider becomes entitled to the Service fee for the unutilized service without further declarations, and it shall be considered as if the service had been provided by the Service Provider.

(7) When utilizing the occupational health service, the Client is obliged to respect the relevant laws and the operational rules of the Service Provider and is obliged to draw its Employees' attention to these with increased emphasis.

(8) The Client is entitled to increase the number of Employees during the definite term of the Individual Contract. The Client can indicate its modification request on the contracting platform by providing the data of the new Employee. The modification becomes effective with the payment of the related Service fee.

Considering the definite term of the Individual Contract, the Client may initiate the modification at the latest 90 (ninety) days before the end of the definite term to ensure that the newly included Employee can undergo occupational health examination within the remaining time of the term.

6. SERVICE FEE

(1) The Parties record that the Client pays the Service Provider a Service fee as consideration for the provided occupational health service. The Client is required to make the payment of the Service fee through a bank card at the time of contracting. The Service Provider sends its invoice related to the Service fee to the email address specified by the Client electronically.

(2) The Service fee paid at the time of contracting covers the occupational health service for the definite term of the Individual Contract, including the preliminary and periodic fitness for work examinations of the number of Employees specified by the Client, according to the service content associated with the FEOR codes selected by the Client.

(3) The Service Provider publishes its current fees, Service fee schedule on its website and communicates these to the Client at the time of contracting, with the Client concluding the Individual Contract knowing the Service fee. The Service Provider may offer discounts to its Clients, but the discounts offered to Clients cannot be combined, meaning the Client is entitled to use only one discount when availing the service.

(4) The Service fee is always due before the provision of the occupational health service, its payment being a condition for the effectiveness of the Individual Contract, as well as for the commencement of the provided occupational health service.

(5) The Client acknowledges and expressly and irrevocably consents that it cannot modify or cancel its appointment booking – considering its discounted price. Within this framework, the appointment booking cannot be modified even regarding the Employee, thus the Client expressly and irrevocably acknowledges that it cannot initiate any modifications regarding the booked time. The Client expressly acknowledges that if the Employee does not appear for the examination for any reason, the Service Provider becomes entitled to the Service fee for the unutilized service without further declarations, and the Client is not entitled to demand its refund.

(6) If the Service Provider cancels the agreed appointment, it must offer another suitable appointment to the Client, fulfilling its obligation if it provides a specialist in the original booking's specialty area. If the Service Provider cannot offer a new appointment within 30 days from the canceled appointment, the Client may withdraw from the Contract, in which case the proportionate part of the Service fee paid in advance for that examination is refunded, but no further obligations lie with the Service Provider. If the Client accepts the offered appointment, the Service Provider is not required to refund the Service fee.

(7) In the case of availing the scheduled examination or treatment, the Service Provider is not obligated to start the treatment or examination if the Employee arrives more than 5 (five) minutes late, and their treatment jeopardizes the scheduled treatment of subsequent patients. If the Employee insists on availing the treatment despite the late arrival, they are required to pay the full Service fee even if they could only partially avail of the service. The Client has the obligation to emphasize the importance of arriving on time for examinations to the Employees.

(8) The Service Provider is entitled to charge the Client for costs related to the issuance of requested subsequent documents (e.g., reissuance of fitness opinion) and the Client is required to pay these costs at the latest upon receipt of the documents.

7. DATA MANAGEMENT, CONFIDENTIALITY

(1) In the legal relationship between the Parties, personal data processing occurs according to the Regulation, and during the fulfillment of occupational health

services, each Party acts as an independent data controller, with the Client transferring the data necessary for the Employees' occupational health examinations to the Service Provider. The Service Provider, as a data controller, qualifies as a healthcare provider performing occupational health and other healthcare activities according to sections e) and f) of Article 3 of the healthcare law and is authorized and obliged to process data by separate legal regulations beyond the Parties' legal relationship.

(2) In this legal relationship, the Service Provider applies its current Data Management Policy, available at the following link:

<https://swissclinic.hu/adatkezelesi-tajekoztato2/>, for processing personal and health data of the Employees learned during the provision of services, and for data transfer. The Service Provider's Data Management Policy is accepted by the Client upon concluding the Individual Contract.

8. TEMPORAL VALIDITY, MODIFICATION OF THE INDIVIDUAL CONTRACT

(1) The Parties agree that the Individual Contract is concluded for a definite term of one year from the day of contracting. The Individual Contract automatically terminates upon the expiration of the definite term without any further actions or declarations from the Parties, except if the Parties extend it for another definite term of one year by their indicative behavior and simultaneous payment of the Service fee for the next year before the expiration of the current term.

(2) Modifications to the Individual Contract can be made according to the modifications related to the number of Employees as described in the rights of the Client section.

9. MISCELLANEOUS PROVISIONS

(1) Regarding complaints related to healthcare services, the Service Provider's Customer Service only accepts complaints from the Client within 30 days following the date of the service in question. The Client must submit their complaint in writing, via an email sent to hello@swissclinic.hu. The Service Provider evaluates the complaint within 30 days according to its own complaint handling policy and informs the Client in writing about the outcome. If the Client does not accept the first response to the complaint, the Service Provider will provide a second response within an additional 30 days. After the second response, the Service Provider is not obligated to further address the Client's complaint, though it may continue the complaint handling process at its own discretion, offer compensation, or seek an amicable resolution, but is under no obligation to do so. If the Client is dissatisfied with the outcome of the complaint handling process, they may initiate further actions based on their legally granted rights.

(2) Neither Party is responsible for, nor considered to be in delay of, nor in breach of contract if the fulfillment of obligations is hindered by a force majeure event outside

the control of the Parties. Upon occurrence of such an event, the affected Party must immediately notify the other Party and, if reasonably possible, make all efforts to continue fulfilling its obligations.

(3) Throughout their cooperation, the Parties shall act in accordance with the principles of good faith and fairness, keeping each other informed. Any disputes arising from or related to the Individual Contract (including disputes over breach, termination, validity, or interpretation) are to be resolved by the Parties primarily through amicable means, within the spirit of good faith and fair cooperation. In this context, the Parties prefer the peaceful resolution of any infringement and agree that, upon receipt of a written notice from one Party, they will engage in a conciliation-mediation process within 15 (fifteen) days. The Parties agree to prioritize resolving any grievances amicably and agree that they will conduct a conciliation-mediation process following a written invitation from one party to the other, to be initiated within 15 days after such invitation.