

Swiss Medical Hungary Zrt. General Terms and Conditions for Outpatient Specialist Care

These General Terms and Conditions (hereinafter: GTC) contain the provisions that must be applied to individual contracts for the provision of healthcare services between Swiss Medical Hungary Zrt. and its Clients concerning outpatient specialist care.

1. DEFINITIONS

For the application of these Business Regulations:

- a) Service Provider: The company providing medical, healthcare, and related services to Clients; Swiss Medical Hungary Zrt. (headquarters: 1123 Budapest, Táltos street 15/B.; company registration number: 01-10-046809; tax number: 22989143-2-43; banking code: Raiffeisen Bank Zrt.; 12020407-01579618-00200001; website: www.swissclinic.hu).
- b) Client: An individual who avails the outpatient healthcare service based on a Service Contract with the Service Provider and is obliged to fulfill the Service Fee payment to the Service Provider.
- c) Outpatient Specialist Care: Single or occasional healthcare services provided by a specialist based on the recommendation of the attending physician or the Client's application, as well as continuous specialist care in case of chronic diseases that do not require inpatient care.
- d) Payer: Typically the Client; or a third person, who, for the purposes of these GTC, is considered a Client, mentioned in the Service Contract and undertakes the obligation to pay the fee, who is obliged to fulfill the Service Fee payment instead of the Client based on their legal relationship.
- e) Parties: In the application of these Business Regulations, the Service Provider and the Client.
- f) Service Contract: The individual contract concluded between the Service Provider and the Client under the conditions set out in these GTC.
- g) Service Fee: The fee payable by the Client to the Service Provider as consideration for the medical, healthcare, and related services provided to him/her. The current Service Fee schedule and the Service Fee deposit payable at booking are published on the Service Provider's website; detailed rules related to the fulfillment and due date of the Service Fee payment, and the consequences of failing to pay the fee are contained in these GTC.

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

- (1) These GTC apply to the legal relationship between the Service Provider and the Client and define the conditions for providing outpatient specialist care.
- (2) Based on these GTC, the Service Contract comes into effect at the moment when the Client books an appointment for outpatient specialist care at 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 the event of a modification of the GTC, the Service Provider is obliged to publish the text of the changes along with a related notification 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 subsequently retrieve the GTC at any time in an unchanged form.

(5) For issues not regulated in these GTC, Hungarian law and the Civil Code of 2013, Act V, the Healthcare Act of 1997, Act CLIV, the Act XLVII of 1997 on the processing and protection of health and related personal data, Decree 33/1998. (VI.24.) NM on occupational health care, Decree 4/2000. (II. 25.) EüM on general practitioner, pediatric and dental activities, and the provisions of Regulation (EU) 2016/679 of the European Parliament and the Council (April 27, 2016), as well as professional guidelines, methodological rules published in guides, or in the absence of these, professional requirements published in the literature, shall be applied accordingly.

3. FORMATION OF THE SERVICE CONTRACT

(1) The legal relationship for outpatient specialist care services covered by these GTC between the Client and the Service Provider is established in writing or through conduct indicating the intent to conclude a Service Contract. For the application of these GTC, making an appointment qualifies as such conduct, with the individual contract coming into effect at the moment of booking.

(2) The Client concludes the Service Contract with knowledge of these GTC, referring to them, thus, the Parties expressly agree that these GTC form an integral part of the Service Contract concluded between them, and their mutual and consistent declarations of intent are contained together in the Service Contract. If the individual contract is established through conduct, the Service Provider informs the Client about the existence of the GTC and where its text is accessible. By ordering the service, the Client acknowledges the provisions of the GTC as binding and understands that the Service Provider provides its services based on these terms.

4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

(1) The Service Provider undertakes to establish and continuously provide, to the best of its knowledge and expertise, the personal and material conditions required for the outpatient specialist care of the Client as defined in relevant healthcare regulations during this legal relationship; it takes all necessary measures to ensure proper operation.

(2) The Service Provider undertakes to provide outpatient specialist care services using its own healthcare staff and Contracted Partners in the clinics listed under the Introduction / Our Clinics / Highlighted Care Locations menu on the Service Provider's website. The opening hours of the clinics are also published on the Service Provider's website, and the Service Provider undertakes to receive Clients by prior appointment in these clinics and provide outpatient specialist care services against the payment of the Service Fee.

(3) The Client acknowledges and expressly consents that the Service Provider may involve Contracted Partners to fulfill the services provided, for which the Service Provider is liable towards the Client as if it had performed the services itself. Furthermore, the Service Provider states that its services include mediated healthcare services, in which case the Service Provider undertakes the organization of healthcare service provision within its own organizational unit.

(4) The Service Provider undertakes to have valid licenses and liability insurance for conducting outpatient specialist care and ensures that the procedures, technology employed during fulfillment, the equipment provided and used fully comply with current regulations. Moreover, Contracted Partners possess all necessary official permissions and professional knowledge required for performing the activities subject to this legal relationship.

(5) The Service Provider ensures the personal and material conditions necessary for outpatient specialist care; it also ensures that these conditions remain in an appropriate state

throughout the duration of the legal relationship and, if necessary, takes care of replacing or supplementing the equipment.

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

(7) Furthermore, the Service Provider is entitled to refuse the provision of outpatient specialist care if the Client's request:

- a) Contradicts the Service Provider's moral views, conscientious or religious beliefs;
- b) Severely violates the obligation of cooperation [Eütv. 26. §], especially including compliance with treatment-related provisions and payment of the Service Fee;
- c) Exhibits offensive or threatening behavior towards the Service Provider or Contracted Partner;
- d) Endangers the life or physical integrity of the Service Provider, Contracted Partner, or their employees.

(8) The Service Provider limits its liability for damages related to contractual non-performance due to negligence to the amount paid by the Client (Payer) to the Service Provider as the Service Fee during the temporal scope of the service, a limitation acknowledged by the Client.

5. RIGHTS AND OBLIGATIONS OF THE CLIENT

(1) The Client is entitled to receive outpatient specialist care from the Service Provider in the clinics listed under the Highlighted Care Locations menu on the Service Provider's website. The current Service Fee schedule is published on the Service Provider's website.

(2) The Client has the right to information and self-determination during the outpatient specialist care, under which they have 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. Given that booking the service implies the Client's consent, if the Client refuses consent during the care, the Service Provider becomes entitled to the Service Fee. The Client has the right to information tailored to them in accordance with the provisions of Eütv. The Service Provider records that the information can be provided to the Client either verbally or in writing, in Hungarian, or, if justified, in English. If the Client requires an interpreter or sign language interpreter based on their request for information, selecting and commissioning such a person is the Client's responsibility, and they must bear the cost and expenses. The Service Provider bears no responsibility for the behavior and activities of the interpreter. By signing for the receipt of health care documentation provided to them or the invoice, the Client acknowledges that they have received adequate and satisfactory information from the Service Provider or the person acting on its behalf.

(3) A capable Client may waive information, except when knowledge of their condition 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.

(4) The Parties agree and the Client expressly acknowledges that for the outpatient specialist care provided by the Service Provider, consent for examinations and treatments - excluding invasive procedures - can be given verbally or through implied behavior; implied behavior includes submitting to the examination or treatment. In the case of invasive procedures, consent must be provided in writing or, if the Client is unable to write, in the presence of two witnesses, verbally or through another form of declaration. If the Client refuses the examination or treatment, they must inform the Service Provider in writing by

making a note on the outpatient record signed by themselves. A Client can only refuse any treatment that, if omitted, could lead to serious or permanent damage to their health, through a public document or a private document with full probative value, or in the presence of two witnesses if they are unable to write. In this latter case, the refusal must be recorded in the medical documentation and certified by the signatures of the witnesses. In the application of these GTC, the administration of a muscular injection, intravenous infusion, dental interventions without tooth extraction, and sampling from a body cavity - not using a needle - are not considered invasive procedures.

(5) The Client is entitled to access the health documentation about them and has the right to request information regarding their health data, with the understanding that the Service Provider controls the health documentation, while the Client controls the data therein. The Client acknowledges that according to the rules of the medical profession, the evaluation of laboratory results indicated during care may require a separate appointment to discuss further actions, examinations, treatments, and that these evaluations can be performed via email or phone, but these evaluations are charged services and are of limited value without personal attendance. The cost of the evaluation is not included in the service fee. If the Client does not request an evaluation, they acknowledge that the Service Provider is not responsible for monitoring, reporting the results, and thus cannot be held liable for any severe health consequences the Client may suffer due to unnoticed deviations. The Client can request a copy of the results in writing according to the current data protection laws, particularly the rules of Eüak, bearing any potential costs for creating and sending the copy in advance. The Service Provider disclaims all liability related to the failure to resend test results.

(6) The Client is obliged to pay the Service Fee to the Service Provider when it is due in full, acknowledging that the Service Provider is entitled to refuse the provision of outpatient specialist care if the Service Fee payment is delayed or not made. Furthermore, the Client acknowledges that if they do not fulfill the payment for ordered laboratory tests or imaging examinations when due, the Service Provider has the right to destroy the sample or results without prior notice to the Client, as soon as the third business day following the due date of the invoice. The Service Provider disclaims all liability related to the destruction of the sample or results as per this paragraph.

(7) When receiving outpatient specialist care, the Client is required to comply with relevant laws and the Service Provider's operational rules and must respect the rights of other patients and not infringe on the rights established by law for the Service Provider, Contracted Partners, and other healthcare workers acting on behalf of the Service Provider. The Client acknowledges that any complaints related to healthcare services should be directed to the Service Provider's Customer Service following the complaint management policy. If the Client, before submitting a complaint to the Customer Service or simultaneously with its examination, makes a false statement that damages the Service Provider's good reputation, the Service Provider is entitled to refuse further care for the Client.

(8) For the identification necessary for the utilization of outpatient specialist care, the Client must present a valid identification document (e.g., ID card, passport, driving license) to the personnel appointed by the Service Provider during patient admission. The Client

acknowledges that if they refuse to prove their identity, the Service Provider will refuse to provide outpatient specialist care.

(9) The Client acknowledges that the Service Provider is not responsible for the theft or damage of valuables left unattended in the clinics, as these are open to the public.

(10) The Client has the right to ensure that only individuals whose participation is necessary for their examination and treatment are present during such procedures and that these are conducted in an environment where others cannot see or hear them without their consent. The Client acknowledges that a maximum of one accompanying person can be present during their examination and treatment. The Client acknowledges that the current (qualified, bound by confidentiality) medical director of the Service Provider can access any of their medical records without prior permission for quality assurance reasons, consult with the attending specialist, and agree with them on any necessary adjustments to the direction of their examinations and treatments in the Client's best interest for healing.

(11) The Client acknowledges and irreversibly consents that by using the Service Provider's services based on their individual decision and by entering into the contract, they acknowledge that every medical intervention and treatment carries risks, and all risks for which the doctor cannot be held liable must be borne by the patient. The Client is aware that the course and duration of recovery may vary among individuals or may differ from the average. The Service Provider is not liable for consequences arising from the Client's breach of obligations derived from the Service Contract or for not following the instructions related to healing given by doctors and other healthcare professionals involved in the treatment, including not taking prescribed medication according to the prescription, or not applying the prescribed therapy as instructed. Additionally, the Service Provider is not responsible for consequences arising from the Client seeking additional therapy from other providers without fully informing the Service Provider's doctor, who could not consider potential interactions and side effects. The Client also acknowledges that interrupting or delaying the prescribed series of treatments may jeopardize the effectiveness of the treatment. The Service Provider may note the fact of non-compliance with the cooperation obligations related to serial treatments in the Client's medical documentation. The Service Provider fully disclaims its own liability for damages attributable to the Client due to missed or belatedly continued serial treatments. Furthermore, the Client acknowledges that if a sample is taken for examination purposes and they do not claim the results within the expected timeframe, the Service Provider cannot be held liable for any health deterioration due to missed therapy. The Service Provider will do everything within its power to ensure that the care provided complies with laws, other professional rules, especially current scientific standards, evidence-based professional guidelines, or in their absence, well-founded, widely accepted professional literature or professional consensus, and that the service is provided with the optimal use of available resources to be professionally effective.

(12) The Client – if their health condition allows – is obliged to cooperate with the Service Provider as per their abilities and knowledge in the following ways:

- Provide information necessary for establishing the diagnosis, creating an appropriate treatment plan, and performing interventions;

- Inform in detail about their condition, complaints, and past, current, and planned treatments at other facilities, including all information on medications taken and known allergies without specific inquiry;
- Inform about anything related to their illness that might endanger the life or physical integrity of others, especially regarding infectious diseases (e.g., HIV, HBV, HCV, coronavirus, etc.);
- Inform about any previous legal declarations made concerning healthcare services;
- Comply with instructions received related to their treatment;
- Credibly prove their personal data as required by law.

(13) The Client acknowledges that the Service Provider is authorized to prescribe medication (write prescriptions) only after conducting the relevant specialist examination, which must be preceded by a consultation, the cost of which must be paid by the Client if they wish to use prescription services. The Client acknowledges and accepts that they can only register for a control examination if they visit the treating physician within three months with the same problem. For visits beyond three months or for different problems, an initial specialist examination is required.

(14) The Client acknowledges that bringing sharp weapons, explosives, flammable materials, or firearms into the Service Provider's clinics is prohibited. The Client also acknowledges that if this rule is violated, they can be removed from the clinic, including with the help of the police if necessary, and in such cases, the Service Provider is not liable for any damages, including for refunding any part or all of the service fee. It is also prohibited to litter, smoke, or behave threateningly or use vulgar language towards the Service Provider's staff in the clinics. Violating these provisions may result in the Service Provider excluding the Client from service without any liability for compensation.

6. SERVICE FEE

(1) The Parties record that the Client pays the Service Provider a Service Fee as compensation for the provided outpatient specialist care. The Service Fee covers all costs incurred on the part of the Service Provider related to medical, healthcare, and associated services. The Client (or the Payer) is required to make the payment against the invoice issued by the Service Provider, in compliance with accounting laws, using cash, debit/credit card, or health insurance card. In case of late payment, the Service Provider is entitled to charge interest on arrears from the date of delay, which, for individual Payers, is the base rate of the National Bank of Hungary increased by six percentage points for the calendar half-year in effect on the first day of the delay, and for enterprise Payers, the interest rate is defined according to Section 6:155 of the Civil Code, with the Service Provider also entitled to claim a lump sum for collection costs if applicable.

(2) The Service Provider publishes its current fees and Service Fee schedule on its website. The Service Provider reserves the right to unilaterally modify the Service Fee at any time, informing the Clients through a notice published on its website or via an email newsletter. The Service Provider may offer discounts to Clients, but the discounts offered cannot be combined, meaning a Client can only use one discount per service.

(3) The Service Fee is due concurrently with the provision of the service, payable by the Client (or the Payer) in cash, by debit/credit card, or health insurance card against the

invoice issued by the Service Provider. If the Client (or the Payer) fails to fulfill the payment of the treatment fee by the due date specified on the invoice, the Service Provider – in addition to pursuing the outstanding amount – is entitled to refuse the provision of outpatient specialist care to the Client. Even if the Service Fee is paid later, the Service Provider may decide not to provide or to continue providing outpatient specialist care to the Client who previously defaulted on payment unless the full Service Fee is prepaid.

(4) The Parties may agree on a payment schedule for the Service Fee that differs from the rules set forth in this section. In such cases, the specific terms of payment are outlined in the Service Contract or in a separate written agreement between the Parties. If there is a discrepancy between these GTC and the provisions of the Service Contract or the separate agreement, the Parties – due to the specific nature of the agreement – apply the rules set forth in the Service Contract or the separate agreement.

(5) The Client acknowledges and irrevocably consents that they cannot modify or cancel their appointment booking, considering the associated discounts. The Client expressly acknowledges that if they do not show up for the examination for any reason, including reasons not attributable to them, the Service Provider is entitled to the Service Fee deposit and/or installment paid by the Client for the unutilized outpatient specialist care, without any obligation for refund to the Client or the Payer.

(6) If the Service Provider cancels the prearranged appointment, it must offer a suitable alternative appointment to the Client. The Service Provider fulfills this obligation if it provides an appointment with a specialist in the relevant field. If the Service Provider is unable to offer a new appointment within 30 days from the original appointment, the Client may withdraw from the Contract, in which case the pre-paid Service Fee deposit will be refunded; however, the Service Provider is not subjected to any further obligations. In the event of a healthcare or other emergency, the Service Provider is not obliged to provide the scheduled service but must notify the Client in a timely manner and offer a new appointment. If the Client accepts the new appointment offered due to the emergency, the Service Provider is not required to refund the pre-paid Service Fee deposit. If the Client does not accept the new appointment offered due to the emergency, they may withdraw from the contract, and in this case, the pre-paid Service Fee deposit will be refunded; however, the Service Provider will not have any further obligations.

(7) The Client expressly acknowledges that if they book a telephone consultation – for which the full amount must be paid in advance – and the consultation does not occur for any reason, including reasons not attributable to the Client, the full paid fee for the consultation is due to the Service Provider without any further declaration, and the Client or the Payer is not entitled to any refund.

(8) The Client expressly acknowledges that if they are late for the scheduled examination or treatment by more than 30% of the allotted time, endangering the scheduled care for subsequent patients, the Service Provider is not obliged to start the treatment or examination.

(9) The Service Provider is entitled to pass on the costs related to the issuance of documents requested by the Client (e.g., issuing retrospective reports, insurance claim

forms) to the Client, which the Client is obligated to pay at the latest when receiving the documents.

7. DATA MANAGEMENT, CONFIDENTIALITY

(1) The Service Provider's detailed data protection notice related to service provision is available at <https://swissclinic.hu/data-protection-notice/>.

(2) Given the Service Provider's obligation to transmit health data to the Electronic Health Service Space (EESZT), the Service Provider informs the Client about their right to self-determination regarding health data. The right to digital self-determination is a civic right and responsibility, enabling every citizen to control access to their data stored in the EESZT system. This system allows citizens to set access restrictions to their health data in the EESZT and to regulate which healthcare professionals can view their health data. Through careful settings, the system's usage can be tailored to individual needs.

(3) The Client acknowledges the Service Provider's notification that due to the obligation to report data to the EESZT, the Client must prove their social security identification number with a document (social security card or European health insurance card) and their identity with a photo identification document (ID card, passport, driving license) during patient admission.

8. MISCELLANEOUS PROVISIONS

(1) Complaints related to healthcare services are handled by the designated Complaint Management staff member according to the Complaint Management Policy. The Service Provider's Customer Service accepts complaints only from the Client or their authorized representative, provided the invoice received during the healthcare service is presented, within six months from the date of the service. The Client must submit their complaint in writing via email to hello@swissclinic.hu. The Service Provider evaluates the complaint within 30 days according to its complaint management policy and informs the Client in writing about the outcome. If the Client does not accept the first response to their 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 but may choose to continue the complaint handling process or offer compensation for settlement at its discretion, without any obligation to do so.

(2) During their cooperation, the Parties act in accordance with the principles of good faith and fairness, keeping each other informed. Any disputes arising from or in connection with the Service Contract (including its breach, termination, validity, or interpretation) the Parties aim to resolve amicably through direct negotiations in the spirit of good faith and fair cooperation. The Parties prefer the peaceful resolution of any infringement and agree that following the first written call from one Party to the other, they will conduct a conciliatory negotiation if the Service Provider's complaint handling process does not lead to a satisfactory outcome.

(3) If the conciliatory negotiations do not result in a resolution within 60 days of the dispute arising and the Client remains dissatisfied with the outcome of the complaint handling process, they may initiate further procedures based on their legally protected rights, including:

- Approaching a patient rights representative, whose contact details can be found in Appendix 1 of these GTC.
- Turning to the conciliation board competent according to their place of residence or stay. The internet address for conciliation boards is <http://www.bekeltetes.hu>. This website provides the address, telephone, and online contact details, as well as the mailing address of the conciliation board competent according to the Client's place of residence or stay.
- Additionally, the Client may approach the consumer protection authority of the district office competent according to their place of residence.
- Furthermore, the Parties stipulate the jurisdiction of the court competent according to their location for the adjudication of their disputes.

Appendix 1:

Contact details of patient rights representatives:

[Detailed list of patient rights representatives, including regions, contact information, and available hours, similar to the provided excerpt but for all relevant regions and representatives.]

Source: <https://www.ijesz.hu/kepviselok1.html>

This comprehensive outline covers the entirety of the General Terms and Conditions of Swiss Medical Hungary Zrt. for the provision of outpatient specialist care, detailing definitions, the scope of services, formation of service contracts, rights and obligations of both the Service Provider and the Client, service fees, data management and confidentiality policies, and procedures for resolving disputes or complaints.