

General Terms and Conditions for the Provision of Manager Screening Services by Swiss
Medical Hungary Zrt.

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These General Terms and Conditions (hereinafter: GTC) contain provisions that must be applied to individual contracts between Swiss Medical Hungary Zrt. and its Clients concerning health services provided for Manager Screening by the Service Provider.

1. DEFINITIONS

For the purpose of these Business Regulations:

- a) Service Provider: The company providing medical and other related services to Clients; Swiss Medical Hungary Zrt. (registered office: 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).
- b) Client: A natural person who avails of the manager screening health service based on a Service Contract with the Service Provider and is obliged to fulfill the Service Fee towards the Service Provider.
- c) Manager Screening: A complex health service consisting of specialized medical and diagnostic screening tests provided to the Client, primarily aimed at preventing diseases and identifying potential health risks or indicators of deteriorating health.
- d) Payer: Usually the Client; or a third party specified in the Service Contract and committed to payment, who is obliged to fulfill the Service Fee instead of the Client based on the legal relationship with the Client.
- 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 specified in these GTC.
- g) Service Fee: The fee payable by the Client to the Service Provider as compensation for the medical and related services provided. The current Service Fee schedule and the prepayment required at booking are published on the Service Provider's website; detailed

rules regarding the fulfillment and due date of the Service Fee, and consequences of non-payment are contained in these GTC.

2. SCOPE, AMENDMENT 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 determines the conditions for providing Manager Screening services.

(2) The Service Contract under these GTC comes into effect when the Client books an appointment with the intention of availing of Manager Screening from the Service Provider, and the Client (or the Payer) settles the invoice issued based on the booking.

(3) The Service Provider informs the Client, who acknowledges that the Service Provider is entitled to unilaterally modify these GTC. In case of amendment of the GTC, the Service Provider is obliged to publish the changes along with the text of the amendment on its website 30 (thirty) days before the amendment 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 without alteration.

(5) For matters not regulated in these GTC, Hungarian law and the provisions of the Civil Code of 2013, the Act CLIV of 1997 on Healthcare, Act XLVII of 1997 on the processing and protection of health and related personal data, Government Decree 33/1998 (VI.24.) on occupational healthcare, Government Decree 4/2000 (II. 25.) on general practice, and Regulation (EU) 2016/679 of the European Parliament and of 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, or in their absence, the professional requirements published in the literature, shall be appropriately applied.

3. FORMATION OF THE SERVICE CONTRACT

(1) The service contract for manager screening covered by these GTC is established in writing between the Client and the Service Provider, or through conduct implying the conclusion of the Service Contract. For the purposes of these GTC, payment of the Service Fee constitutes such conduct, meaning the individual contract comes into effect at the moment of payment.

(2) The Client concludes the Service Contract with knowledge of these GTC, referring to them, thereby expressly agreeing that these GTC form an inseparable part of the Service Contract between them and collectively contain the mutual and concordant expressions of will of the Parties. 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 available. By ordering the service, the Client acknowledges the provisions of the GTC as binding and understands that the Service Provider provides its service based on these terms.

4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

(1) The Service Provider commits to creating and continuously ensuring, to the best of its knowledge and expertise, the necessary personal and material conditions required for providing Manager Screening, as defined in relevant health laws, and to take all necessary actions for proper operation.

(2) The Service Provider commits to offering Manager Screening through its own healthcare personnel and contracted partners at clinics listed under the "Introduction / Our Clinics / Featured Care Locations" section on its website. The clinics' operating hours are also

published on the website. Furthermore, the Service Provider commits to receiving the Client at these clinics by prior appointment and providing Manager Screening in exchange for a Service Fee.

(3) The Client acknowledges and expressly consents that the Service Provider may engage Contracted Partners to fulfill the services it offers, for which the Service Provider is liable to the Client as if it had performed those services itself. Additionally, given the use of Contracted Partners, the Service Provider states that its services include mediated healthcare services, where it undertakes the organization of healthcare services within its organizational unit.

(4) The Service Provider commits to having a valid license and liability insurance for conducting Manager Screening, ensuring that the procedures, technologies used, and the equipment provided for fulfillment comply with current regulations. The Contracted Partners also have all necessary governmental permissions and professional knowledge required for the activities involved in this legal relationship.

(5) The Service Provider ensures the necessary personal and material conditions for performing Manager Screening and maintains these conditions in proper state throughout the duration of the legal relationship, including replacing or supplementing equipment as necessary.

(6) The Service Provider must perform its activities in compliance with relevant professional and ethical rules, guidelines, protocols, and regulations, with the care expected from healthcare providers.

(7) The Service Provider has the right to refuse providing Manager Screening if the Client:

- a) Severely violates their obligation to cooperate [according to the Health Act 26 §], especially including adherence to medical treatment and fulfilling the Service Fee,
- b) Displays offensive or threatening behavior towards the Service Provider or its Contracted Partner,
- c) Acts in a way that endangers the life or physical integrity of the Service Provider, its Contracted Partner.

(8) The Service Provider limits its liability for damages related to negligent breach of contract in connection with Manager Screening to the amount paid by the Client (or Payer) to the Service Provider as a Service Fee during the contractual period, acknowledging this limitation by the Client.

5. RIGHTS AND OBLIGATIONS OF THE CLIENT

(1) The Client is entitled to receive Manager Screening from the Service Provider at the clinics listed under the "Featured Care Locations" section on its website. The current Service Fee schedule is published on the Service Provider's website.

(2) During Manager Screening, the Client is entitled to the right of information and self-determination, under which they have the right to participate in decisions regarding their examination and treatment and to give their informed consent free from deception, threats, and coercion to healthcare interventions. Given that booking the service implies the Client's consent, if the Client refuses consent during care, the Service Provider becomes entitled to the Service Fee. The Client has the right to personalized information compliant with the provisions of the Health Act. The Service Provider records that information can be provided to the Client either verbally or in writing. The Service Provider provides information in Hungarian or, if justified, in English. If the Client requires an interpreter or sign language interpreter based on their needs, selecting and hiring such a person is the Client's responsibility, and they must bear the costs and fees associated. The Service Provider bears

no responsibility for the behavior and actions of the interpreter. The Client acknowledges receiving adequate and satisfactory information from the Service Provider or the person acting on its behalf by signing the receipt of the health documentation provided to them or the invoice.

(3) The legally competent Client may waive the right to information, except when the nature of their illness needs to be known to prevent endangering others' health. 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 during the Manager Screening provided by the Service Provider, consent for specific examinations and treatments (excluding invasive interventions) is given verbally or through implied conduct; implied conduct includes undergoing the particular examination or treatment. Written consent from the Client is required for invasive interventions, or – if they are unable to do so – in the presence of two witnesses verbally or by other means. If the Client refuses the performance of an examination or treatment, they must inform the Service Provider in writing on the outpatient card with their own handwritten note and signature. The Client can only refuse any care that, if omitted, would likely result in serious or permanent harm to their health condition, by a public deed or a private document with full probative value, or, in case of inability to write, in the presence of two witnesses. In the latter case, the refusal must be recorded in the medical documentation, which the witnesses must authenticate with their signatures. In the application of these GTC, muscular injections, intravenous infusions, dental treatments without tooth extraction, and sample collections from body cavities (not using needles) do not qualify as invasive interventions.

(5) The Client has the right to access their health documentation and to request information about their health data, with the Service Provider managing the documentation and the Client managing the data contained within. The Client acknowledges that, according to medical practice, the evaluation of laboratory results indicated during care may require a separate appointment to discuss further actions, examinations, and treatments; evaluations can be done via email or phone, but these evaluations are charged services and have 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 obliged to check or diagnose the results, and therefore cannot be held responsible for any serious health risks or conditions not noticed by the Client. The Client may request a copy of the results in writing according to current data protection laws, bearing any potential costs for the preparation and delivery of the copy in advance. The Service Provider disclaims all liability for non-delivery of repeated test results.

(6) The Client is obliged to fully pay the Service Fee to the Service Provider when due, acknowledging that failure or delay in payment entitles the Service Provider to refuse providing Manager Screening. The Client further acknowledges that if they do not fulfill the fee for ordered laboratory tests or imaging examinations when due, the Service Provider is entitled to dispose of the sample or result as early as the third business day following the invoice due date without prior notice to the Client. The Service Provider disclaims all liability related to the disposal of the sample or result as described in this point.

(7) In availing of Manager Screening, the Client is obliged to comply with relevant laws and the operational regulations of the Service Provider, to respect the rights of other patients in

exercising their rights, and not to infringe on the statutory rights of the Service Provider, its Contracted Partners, and other healthcare workers acting on behalf of the Service Provider. The Client acknowledges that any healthcare-related complaint must be addressed to the Service Provider's Customer Service according to its complaint handling policy. If the Client, before submitting a complaint or during its investigation, makes a defamatory false statement, spreads false information, or presents the facts in a misleading manner that damages the good reputation of the Service Provider, the Service Provider is entitled to refuse further care to the Client.

(8) For the purpose of identifying the Client during Manager Screening, the Client must present a valid identification document (e.g., ID card, passport, driving license) to the person appointed by the Service Provider at the time of patient admission. The Client acknowledges that refusal to verify their identity entitles the Service Provider to refuse Manager Screening.

(9) The Client acknowledges that the Service Provider is not liable 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 privacy during examination and treatment, ensuring that only necessary personnel are present and that their examination and treatment cannot be seen or heard by others without their consent. The Client acknowledges that a maximum of one companion may be present during their examination and treatment. The Client acknowledges that the current medical director of the Service Provider, who is bound by confidentiality and does not require prior permission, may access any of their reports for quality assurance reasons, consult with the treating physician, and agree with them to modify the direction of examinations and treatments for the Client's recovery.

(11) The Client uses the Service Provider's services based on their own decision and acknowledgment that every medical intervention and treatment has its risks, which the patient must bear for any risks that cannot be attributed to the physician. The Client is also aware that the healing process and duration can vary among patients or deviate from the average. The Service Provider is not responsible for consequences arising from the Client's breach of obligations derived from the Service Contract, including not following the instructions of doctors and other healthcare workers involved in the healing process, not taking prescribed medication or not taking it according to the medical prescription, or not applying the prescribed therapy according to the medical prescription; as well as for not informing the Service Provider's doctor in detail about undergoing additional therapy from another provider, which could have allowed the doctor to 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 Service Provider may record the fact of non-compliance with the obligation to cooperate regarding serial treatments in the Client's medical documentation. The Service Provider disclaims all liability for damages attributable to the Client due to the omission or delayed continuation of serial treatments. Furthermore, the Client acknowledges that if they do not follow up for the results after providing samples for examination, the Service Provider cannot be held responsible for any health deterioration due to missed therapy. The Service Provider will do everything reasonably expected to ensure that care respects the laws, professional rules, particularly the current scientific standards and evidence-based professional guidelines, or in their absence, recommendations based on well-established, widely accepted literature or

professional consensus, and that its service can be provided effectively with optimal use of available resources.

(12) The Client – if their health condition allows – is obliged to cooperate with the Service Provider as follows:

- Provide information necessary for diagnosis, creating an appropriate treatment plan, and performing interventions;
- Inform in detail about their condition, complaints, and treatments received elsewhere, including medications taken and known allergies, without being specifically asked;
- Inform about anything related to their illness that might endanger others, especially about infectious diseases and conditions excluding them from certain occupations, including but not limited to HIV, HBV, HCV, coronavirus, etc.;
- Notify about any legal declarations made regarding their healthcare;
- Adhere to instructions related to their medical treatment;
- Credibly prove their personal data as required by law.

(13) The Client acknowledges that the Service Provider is only authorized to prescribe medication (write prescriptions) after conducting the appropriate specialist examination, which the Client must pay for if they wish to receive medication prescription.

(14) The Client acknowledges that it is forbidden to bring sharp weapons, explosives, flammable substances, or firearms into the Service Provider's clinics. They also acknowledge that if this rule is violated, they may be removed from the premises, even with police assistance, without the Service Provider being liable for any damages, including the obligation to refund the service fee. It is also forbidden to litter, smoke, or behave threateningly or vulgarly towards the Service Provider's staff within the clinics. Violation of these provisions entitles the Service Provider to exclude 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 Manager Screening. The Service Fee includes all costs associated with the Manager Screening and related services on the part of the Service Provider. The Service Fee must be paid by the Client (or Payer) based on an invoice issued by the Service Provider, complying with accounting laws, via bank transfer. The Client is aware that the individual contract for Manager Screening only becomes effective, and the Service Provider is only obliged to provide Manager Screening if the Client has paid the Service Fee in advance.

(2) The current fees for the service, as well as the Service Fee schedule, are published on the Service Provider's website. The Service Provider has the right to unilaterally modify the Service Fee at any time, notifying the Clients through a notice published on its website or via an electronic newsletter. Considering that the Service Fee for Manager Screening is determined by the Service Provider as a discounted package price compared to the aggregated price of individual examinations, the Client acknowledges that they are not entitled to other discounts or the combination of discounts during Manager Screening. The Client also acknowledges that the fixed price for the chosen Manager Screening package is not reduced even if they choose not to utilize some of the included examinations. If the

Client decides not to participate in some of the package's examinations, they are not entitled to any refund or credit from the Manager Screening Service Fee. The package content can be expanded with additional examinations not included in the package, in which case the Client is entitled to avail of the additional healthcare services beyond the package at the Service Fee listed in the current Service Fee schedule of the Service Provider.

(3) The Service Fee is due via bank transfer against an invoice issued by the Service Provider, within the deadline specified in the invoice. Booking an appointment for Manager Screening is conditional upon the Client (or Payer) fulfilling the Service Fee. If the Client (or Payer) does not fulfill the Service Fee by the specified due date in the invoice, the Service Provider is entitled to refuse providing Manager Screening to the Client. The Client must indicate their intent to avail of the service to the Service Provider through the telephone line specified on the Service Provider's website within six months from the date of the invoice for the Service Fee. If the Client indicates their intent to avail of the service beyond this period, the Service Provider is not obliged to provide Manager Screening, or may only be obliged to do so upon payment of an additional fee equivalent to 20% of the Service Fee, which is subject to the payment regulations specified in this section of the GTC regarding the Service Fee. The Client also acknowledges that due to the personal nature of the Manager Screening service, it is not transferable to a third party.

(4) The Parties agree that the payment schedule for the Service Fee can be set differently than stated in this section. In such cases, the specific terms of payment are included in the Service Contract or in a separate written agreement between the Parties. If there is a discrepancy between these GTC and the Service Contract or the written agreement of the Parties, the Parties agree to apply the rules set forth in the Service Contract or their written agreement, given its specific nature.

(5) In the case of corporate manager screenings, the client explicitly and irrevocably agrees that, if stated in their contract, they may reschedule their appointment – considering the complex nature of Manager Screening – once, and must do so at least 72 hours before the scheduled examination time. Appointment cancellations and rescheduling are only possible through the Service Provider's designated phone line. Within 72 hours, the appointment cannot be rescheduled, even in the event of illness, including COVID infection. The client explicitly acknowledges that if they do not attend the examination, for reasons beyond their control, without notifying the Service Provider within the specified period, the Service Provider is entitled to the Service Fee for the unutilized Manager Screening without further notice, and the client or payer is not entitled to a refund.

(6) For corporate manager screenings, the client explicitly and irrevocably agrees that, if stated in their contract, they may reschedule their appointment once, and must do so at least 14 days before the scheduled examination time. Appointment cancellations and rescheduling are only possible through the Service Provider's designated phone line. Within 14 days, the appointment cannot be rescheduled, even in the event of illness, including COVID infection. The client explicitly acknowledges that if they do not attend the examination, for reasons beyond their control, without notifying the Service Provider within the specified period, the Service Provider is entitled to the Service Fee for the unutilized Manager Screening without further notice, and the client or payer is not entitled to a refund.

(7) For private clients, explicitly and irrevocably agrees that they may reschedule their appointment once, and must do so at least 14 days before the scheduled examination time. Appointment cancellations and rescheduling are only possible through the Service Provider's designated phone line. Within 14 days, the appointment cannot be rescheduled, even in the event of illness, including COVID infection. The client explicitly acknowledges that if they do not attend the examination, for reasons beyond their control, without notifying the Service Provider within the specified period, the Service Provider is entitled to the Service Fee for the unutilized Manager Screening without further notice, and the client or payer is not entitled to a refund.

(8) For FLEXI Manager Screening package purchases, it is possible to reschedule the appointment at any time up to the day before the examination, until 8:00 PM, once.

(9) If the Service Provider cancels the agreed appointment, it must offer the Client a suitable alternative date. If the Service Provider cannot offer a new date within 30 days of the cancelled appointment, the Client has the right to withdraw from the Contract, in which case any Service Fee paid in advance will be refunded, without further obligations on the part of the Service Provider. In the case of a health or other emergency situation, the Service Provider is not obliged to provide the pre-booked service, but must inform the Client in a timely manner and offer a new appointment date. If the Client accepts the new date offered due to the emergency cancellation, the Service Provider is not required to refund the pre-paid Service Fee deposit. If the Client does not accept the new date offered due to the emergency cancellation, they may withdraw from the contract, in which case the pre-paid Service Fee deposit will be refunded, without further obligations on the part of the Service Provider.

(10) If the Client does not utilize a scheduled examination on the day of the screening due to reasons beyond their control, they may reschedule the missed examination within 3 months from the date of the initial screening. If the examination is not rescheduled within 3 months, the entire screening is considered utilized, and the Service Provider has no further obligations.

(11) On the day of the scheduled examination or treatment, the Service Provider is not obliged to start the treatment if the Client arrives more than 30% later than the scheduled time, potentially jeopardizing the scheduled care of subsequent patients. If the Client insists on receiving care despite the late arrival, they are still required to pay the full Service Fee even if they could only partially avail of the services.

(12) The Service Provider is entitled to charge the Client for costs associated with the issuance of documents requested by the Client (e.g., issuance of retrospective reports, insurance forms known as "clearform"), including translation costs, which the Client must pay upon receipt of the documents.

7. DATA MANAGEMENT, CONFIDENTIALITY

(1) A detailed data protection notice regarding the Service Provider's data processing related to service provision is available at

<https://www.swissclinic.hu/adatkezelesi-tajekoztatok-hatalyos-2018-tol/>(<https://www.swissclinic.hu/adatkezelesi-tajekoztatok-hatalyos-2018-tol/>).

(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 rights regarding self-determination over health data. The right to digital self-determination is a citizen's right and responsibility. To protect personal data, the EESZT system offers every citizen the ability to regulate access to their health data stored in the EESZT. This option for digital self-determination is enabled by the amendments made to the Act XLVII of 1997 on the processing and protection of health and related personal data by Act CCXXIV of 2015. Clients have the option to set access restrictions to their health data managed by the EESZT, thereby controlling which treating physicians can view their health data. They can also track who has requested access to their data. Careful settings allow users to tailor the system's use to their needs.

(3) The Client acknowledges the Service Provider's notification that, due to the Service Provider's data reporting obligation to the EESZT, the Client must present a document (social security card or European Health Insurance Card) to verify their social security identification number and a valid photo ID (ID card, passport, driving license) to confirm their identity.

8. MISCELLANEOUS PROVISIONS

(1) Complaints related to health services are handled by the appointed Complaint Handling Officer according to the Complaint Handling Policy. For health service-related complaints, the Service Provider's Customer Service only accepts complaints from the Client or their authorized representative, provided that the invoice received during the health service use is presented, within six months following the service date. 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 own complaint handling 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 sends a second response within an additional 30 days. After the second response, the Service Provider is not obligated to further handle the Client's complaint but may choose to continue the complaint handling process, offer compensation for amicable settlement, though it is not obliged to do so.

(2) In their cooperation, the Parties act in good faith and fairness, keeping each other informed. For any disputes arising from or related to the Service Contract (including its breach, termination, validity, or interpretation), the Parties first seek to resolve the issues amicably through direct negotiations in the spirit of good faith and cooperative engagement. The Parties prefer amicable resolution of any legal infringements and agree to conduct a conciliation-mediation process within 15 (fifteen) days following a written invitation from one Party to the other, if the Service Provider's complaint handling process does not lead to a resolution. If the negotiations do not result in a resolution within 60 (sixty) days of the dispute arising and the Client remains dissatisfied with the handling of the complaint, they may initiate further procedures based on their legal rights:

- Contact a patient rights representative, whose contact information is available in Annex 1 of these GTC.
- Turn to the conciliation board competent according to their place of residence or stay, with the conciliation boards' online access: <http://www.bekeltetes.hu>. The website provides the

contact information for the conciliation board according to the Client's residence or stay, including address, phone number, and mailing address.

- Additionally, they can approach the consumer protection authority of the district office competent according to their place of residence.
- Furthermore, the Parties agree to submit their disputes for resolution to the competent court according to territorial jurisdiction.

Annex 1: Contact information for patient rights representatives is detailed in the document.

[Source for the list of patient rights representatives: <https://www.ijsz.hu/kepviselok1.html>]
