

GENERAL CONTRACTUAL TERMS AND CONDITIONS

PREAMBLE

Unless otherwise stated by the Parties in writing, the contracts for the provision of health services concluded by and between Wáberer Medical Center Szolgáltató Korlátolt Felelősségű Társaság operating under the brand name of Wáberer Medical Center (registered office: 1051 Budapest, Kossuth Lajos tér 18/A; company registration number: 01-09338761, tax number: 23799828-2-41 hereinafter: Service Provider) as the service provider, and the Client using the service (hereinafter together: the Parties) shall be governed by these General Contractual Terms and Conditions (hereinafter: the GCTC).

This GCTC shall govern, as a general rule, all the matters that the Service Contract concluded between the Service Provider and the patient using the medical service — hereinafter: the Client — does not expressly set out, thus the GCTC shall constitute an integral part of the contract between the parties.

By signing the Patient Information Form, the Informed Consent Form, etc., the Client acknowledges that he/she has known, read, understood, become aware of the GCTC, and accepts its provisions obligatory for himself/herself.

This GCTC shall govern, with a general character, all the matters that have not been expressly stipulated differently by the Service Provider and the Client in an individual agreement. The Service Provider shall be entitled to amend this GCTC at any time, which amendment shall be published on the www.wmc.hu website, whereby it shall become effective.

I. DEFINITIONS OF TERMS

1. Service Provider: Wáberer Medical Center Szolgáltató Korlátolt Felelősségű Társaság (registered office: 1051 Budapest, Kossuth Lajos tér 18/A; company registration number: 01-09-338761, tax number: 23799828-2-41);
2. Service: Medical services and other supplementary services provided by the Service Provider as defined in this GCTC.
3. Client: the person using the Service of the Service Provider.
4. Contract: the contract established between the Service Provider and the Client, in which the Service Provider undertakes to provide the Service.
5. WALK in Center: A facility for receiving patients by the Service Provider urgently without prior appointment between 8:00 and 20:00 from Monday to Saturday.

6. Location of service: the Service Provider can be found at the address of 1123 Budapest, Alkotás út 55-61, on the 1st floor of Hill Side Offices.

II. THE SERVICE

1. The Service Provider undertakes to provide medical services and other related services to the Client and the Client's other beneficiaries (e.g. child, family member) in compliance with applicable statutory provisions, technical protocols, and the Contract and annexes signed by the Parties, as well as the terms of this GCTC.
2. The Service Provider states that it has the staff and facilities required to deliver the services, a general professional third party liability insurance related to its activity and the relevant authority permits.
3. The Service Provider offers its services according to the currently applicable mandatory provisions, technical protocols and other technical specifications.
4. During its activity the Service Provider always acts taking into account the Client's interests, with the greatest caution and care that may be expected of it.
5. During its normal opening hours the Service Provider provides the services that are currently published on its website (www.wmc.hu).
6. The Service Provider offers the Services with the participation of its healthcare employees and contracted partners, such as physicians or other healthcare professionals.
7. The Client represents that he/she uses the medical service provided by the Service Provider at his/her own free will.

III. Walk in Center

1. The Service Provider operates/provides outpatient services without prior appointment between 8:00 and 20:00 from Monday to Saturday.
2. The Service Provider undertakes to provide medical care to children over 12 months of age and adults (hereinafter: **We treat**):
 - Fever, infections
 - Colds, coughs, sore throat and ears
 - Mild chest pain
 - Minor eye injuries
 - Minor injuries to the chest and shoulders
 - Strains, sprains, certain fractures

- Mild abdominal pain
- Allergic reactions
- Common illnesses
- Urinary problems
- Small wounds, burns
- Minor head injuries
- Stings, bites
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3. The Service Provider does not undertake to provide medical care for people with the following symptoms, and babies under 12 months: (hereinafter: **We don't treat**).

- Moderate to severe chest pain
- Moderate to severe abdominal pain
- Breathing difficulty
- Loss of consciousness
- Multiple injuries, severe neck, back or head injuries
- Severe burns
- Hip and pelvic injuries
- Problems related to pregnancy
- Medicine or drug overdose
- Intentional self-harm
- Psychiatric illnesses
- Alcohol problems (except hangover)
- Diseases requiring hospital admission

People having such symptoms are requested to go directly to an urgency department to receive the right care the soonest at the right place, and their medical care would not suffer any time loss. If the Client having the above symptoms still seeks medical care at the Service Provider, the Service Provider will give information to the patient and refer him/her to the appropriate care-providing facility without delay. In such a case the Client is not obliged to pay any fee.

4. The aim of the Service Provider is to provide care for the Client within one hour. If the Service Provider does not start providing care for the Client within one hour, the Client shall receive a 50% reduction from the fee of the specialist care.
5. WMC undertakes the obligation to complete the treatment provided to the Client, including the supplementary examinations and tests (X-ray, laboratory, ECG, etc.), within four hours. If the Service Provider classifies the care provided to the Client into the "We treat" category, and starts delivering care, but the examinations and tests demonstrate that the patient belongs to the "We don't treat" category based on his/her condition, the Service Provider ensures that appropriate information is given to the Client without delay and if necessary, notifies the ambulance service. In this case the Client is entitled to receive a 50% reduction from the fees to be paid.

6. The Client has the right to arrange his/her transfer to the inpatient service facility in another way, but in such a case the Client departs from the Service Provider under his/her own responsibility, which the Service Provider records on the outpatient treatment form.

IV. PROCEDURE FOR USING THE MEDICAL SERVICE – EXAMINATION OF THE CLIENT

4.1. The Service Provider receives the Client exclusively at a pre-agreed time — except for the Walk in Center defined in section III —, the Client can take prior appointments in the following ways:

- in person;
- through the customer service on the phone;
- online.

Appointments become valid when confirmed orally or in writing by the Service Provider. The Service Provider also informs the Clients hereby that phone conversations with the Service Provider are recorded by the Service Provider for the purpose of registering the declarations related to the quality assurance and service contract, as defined in the information on data processing.

4.2. By getting to know this GCTC the Client declares that before using the service he/she has received full-ranging information from the Service Provider's staff on the nature of the service, the rights and obligations of the parties, the provisions of the GCTC and the fees to be paid.

4.3. Before using a service, the Client may request detailed oral and written information about the medical treatment. The Client acknowledges that if he/she does not specifically request it in writing, the Service Provider will consider the content of the forms regularly used by the Service Provider, the Patient Information Form, the Informed Consent Form and the Condition Assessment Questionnaire, sufficient for using a given Service, and by signing those, the Client agrees that he/she has been given appropriate prior information. The Client waives his/her claim for further information.

4.4. The Client is aware that he/she needs to make available the following data to the Service Provider to be able to use the Service.

- family name and first name,
- place and date of birth,
- mother's name,
- Social Security Number, (if the Client has a social security (TAJ) card)
- phone number,

- email address.

In order to use the Service, the Client gives consent to the Service Provider to verify his/her identity by checking his/her proof of identity (ID card, passport or driving licence) and address card.

4.5. The Contract between the Service Provider and the Client shall be established with the start of the completion of the outpatient form, constituting a part of the examination. The Client shall sign the outpatient form, one copy of which is due to the Client, which is handed over by the Service Provider to the Client after the examination or the rehabilitation treatment.

4.6. While completing the outpatient form, the Client shall be obliged to inform the treating physician of any facts, information, data or circumstances that are required to establish the medical history, so in particular all previous illnesses, treatments, medicines taken permanently or occasionally and other products with medicinal effect, health impairment risk factors and sensitivity against components of certain medicines.

4.7. If the Client fails to meet or improperly meets his/her information provision obligation set out in the Contract and a statutory provision, the Service Provider shall not be held liable for consequences arising thereof, and the Service Provider or the treating physician shall not be held liable professionally or financially for any resulting damage.

4.8. By signing the Outpatient Form, the Client agrees to the recording of his/her medical history and to the processing of the recorded data for the purposes of medical care.

V. TREATMENT OF THE CLIENT

5.1. The Client shall appear at the treatments and examinations at the pre-agreed time in a physical and psychological condition suitable for such occasions, otherwise the Service Provider shall be entitled to refuse providing the Service.

5.2. If the Client appears more than 10 minutes later than the pre-agreed time, he/she will only be entitled for medical care if the treatment of the next Client appearing punctually for his/her appointment can be implemented on time.

5.3. The Client shall indicate at the reception desk of the medical center that he/she has arrived to use the service possibly minimum 10 minutes, and in the case of radiological examinations with contrast agents minimum 20 minutes, before the pre-agreed time of his/her appointment. The Service Provider shall provide the required medical service after registration, data recording and data checking.

5.4. The Service Provider is entitled to make a treatment plan and change it, but in the latter case the Service Provider shall inform the Client of the fact of change and its reasons no later than at the next treatment.

5.5. The Client shall cooperate with the treating physician and the staff of the Service Provider during the treatment and respect the operating procedure of the Service Provider. The Client shall be obliged to make the written declarations which are required for the implementation of the treatment, and which are defined as mandatory by law. The Client acknowledges that if he/she refuses to sign the declarations of information or informed consent or health assessment required by law or requested by the Service Provider, the Service Provider shall be entitled to refuse providing the Service and to enforce any costs against the Client that may have arisen in connection with such refusal.

5.6. The Service Contract and the declarations required during the service shall be signed by the person who uses the ordered medical service, the Service Provider shall not accept the signature of a representative in this case. In the case of incapacitated persons the contract shall be signed by the legal representative or the guardian, who shall be liable for paying the fee of the ordered services as cash guarantors.

5.7. The Client accepts that the Service Provider carries out sampling examinations necessary for the delivery of treatments and the establishment of the diagnosis.

5.8. The Client acknowledges that during the treatment or in order to establish a diagnosis it may be necessary to conduct radiological examinations entailing exposure to radiation, with regard to which the Client shall make a declaration of consent. Furthermore, the Client acknowledges that the making of such images is a condition for continuing the treatment. The Client acknowledges that the condition for making the radiographic image is to grant a separate consent for imaging, in which the Client acknowledges that he/she has been given full-ranging information from the employees of the Service Provider about the risks of such imaging.

VI. PRICES, PAYMENT CONDITIONS

6.1. The Client shall pay the Service Provider, as a countervalue for the Service, the fee calculated on the basis of the currently valid price list displayed in the Service Provider's surgery and accessible on the Service Provider's public website (www.wmc.hu) or specified in an individual quotation.

6.2. The Client shall pay a fee for the examination and treatment, which does not include other chargeable services (in particular making radiographic images, using laboratory diagnostics, etc.) and the price of medicines and medical aids used for the treatment.

6.3. The fee shall be due to the Service Provider immediately after the treatment. By signing this GCTC the Client shall assume the obligation to pay the fee when the treatment has finished.

6.4. The Service Provider offers the option of payment by card in addition to payment in cash.

6.5. If the Client wishes to use the Service with the financing of an insurer, care organiser or health fund having a contract with the Service Provider, the Client shall indicate it in advance at the reception desk. The Client is aware that, where appropriate, the fee shall be paid by the Client, and based on the Outpatient Form handed over by the Service Provider he/she can claim the reimbursement of the fee from the health fund or the insurer. After using the Service, the Client, where appropriate, shall settle the account with the health fund or the insurer, and if he/she fails to do so, the Service Provider shall not assume any liability.

6.6. The Service Provider allows the Client that a close relative uses the Service financed by the insurer or the health fund based on the instruction of the health fund member, in accordance with the applicable statutory provisions. The Client shall make available the health fund member's declaration thereon for the Service Provider.

6.7. In the event of late payment of the service fee, the Client shall pay a late-payment interest rate to the Service Provider as set out in the Hungarian Civil Code (Ptk.), calculated from the date of falling late to the fulfilment date of the payment obligation. In the event of late payment the Service Provider shall be entitled to enforce its rightful claim against the Client by means of litigation, and may use all available legal instruments to enforce its claim. Any additional costs arising in connection with claim enforcement shall be borne by the Client.

6.8. In the case of late payment the Service Provider shall be entitled to refuse providing any further medical service to the Client until the Client has any outstanding amount due to the Service Provider.

VII. CLIENT'S OBLIGATIONS FOR TAKEN OVER DEVICES

7.1. In the event of cardiological examinations or sleep diagnostics — necessary for establishing a precise diagnosis — the Service Provider shall make available a Holter device or a device to measure ABPM (hereinafter together: the Device) for the Client for 24 hours.

7.2. The Client acknowledges that he/she takes over the Device received with a return obligation, which means that the Device continues to be the Service Provider's property, so accordingly, the Client will not be entitled to dispose over the ownership of the Device.

7.3. The Client acknowledges furthermore that he/she shall pay a deposit of HUF 20,000, which amount shall be paid back by the Service Provider to the Client on the return of the Device, provided it is in an intact and complete condition. If the Client returns the Device in a faulty, incomplete or damaged condition, the Service Provider shall be entitled to use the deposit for repairing the fault or the deficiency, or refunding his/her losses, and in addition, the Service Provider shall be entitled to enforce its damage not recoverable from the amount of the deposit.

7.4. The Client, being aware of his/her criminal liability, declares that he/she will return the Device at the time defined in the takeover receipt in a condition suitable for its intended use or at least identical with its condition at the takeover.

7.5. If the Client does not return the Device at all, or returns it in a faulty or incomplete condition, or the Device is injured in another manner after its receipt, the Client shall be obliged:

- to fully pay the costs required for the repair of the fault, the elimination of the deficiency, the restauration of the damage or, where appropriate, the replacement of the device within 8 days following the date of handover, or
- to fully repay the damage or the replacement value of the Device to the Service Provider.

VIII. RESPONSIBILITY

8.1. The Service Provider shall make every effort to cure the Client, however, depending on the biological reaction ability of the human organism and unforeseeable factors, the result and the final recovery time may depart from the average.

8.2. The Service Provider shall not assume liability for complications and consequences originating from the Client's failure to observe his/her obligations set out in the Contract and this GCTC, and to follow the treating physician's instructions and suggestions.

IX. ELIGIBILITY FOR CARDS AND DISCOUNTS ON MEDICAL TREATEMENTS

9.1. Based on an individual contract, the Service Provider may issue Cards and vouchers entitling the Client to a discount on care. If the conditions for eligibility are met, the Card can be requested in person at the Service Provider.

9.2. The production costs of the Card and its one-time postage are borne by the Service Provider. If postal delivery fails, the Card can be taken over in person at the Service Provider, or repeated postal delivery may be requested, provided postage is paid by the Client, at the address specified by the Client.

9.3. The rate of discounts and the range of possible treatments and services that may be discounted are specified in the Client's individual contract.

9.4. The holder of the Card or voucher is entitled to use the selected service subject to prior appointment at a discount price specified in the contract.

9.5. The discount granted by the Card may exclusively be used by its owner. Neither the Card nor the services available with the Card may be transferred, except if the contract concluded during the use of the card explicitly allows it.

9.6. The discount available through the Card may be used within 1 year of the date indicated on the card, and it is activated by the actual use of the medical care. The Service Provider keeps records of the discounted services used and the time of their use.

X. DATA PROCESSING, DATA PROTECTION

10.1. For using the Service it is indispensable to record the Client's personal data. The Service Provider shall process the personal and sensitive data coming to its knowledge during the provision of the Service in compliance with the provisions of Act CXII of 2011 on the informational self-determination and freedom of information and Act XLVII of 1997 on the processing and protection of medical and other related personal data and shall exclusively release them for persons authorised in the statutory provision.

10.2. For the event when the Client pays the fee in the manner specified in section 6.5 and, when it is required for accounting with the insurer or health fund, the Client grants his/her consent to his/her personal data being transferred to the insurer or health fund.

XI. CUSTOMER SERVICE - COMPLAINT MANAGEMENT

11.1. The Service Provider's staff member shall act with regard to information provision and complaints related to the health service, address: 1123 Budapest, Alkotás út 55-61.; (telephone: (06-1)323 7000, email: info@wmc.hu).

11.2. The Service Provider accepts complaints concerning the medical service exclusively from the Client or his/her representative authorised in writing, upon presentation of the invoice received on using the medical service.

11.3. If the Service Provider's staff member cannot verify the identity of the Client in a credible manner, he/she is entitled to request a confirmation of the complaint in writing, and in its absence the complaint will be refused.

11.4. Regarding complaints on the health service, the Service Provider shall inform the Client in writing at the contact details provided by the Client within 30 working days of receipt of the complaint.

XII. FINAL PROVISIONS

12.1. The Parties mutually declare that they shall primarily seek to resolve their disputes arising in connection with the Service amicably. If such negotiations yield no result, the Parties shall stipulate – depending on the disputed amount – the exclusive competence of the court with jurisdiction and competence in the area where the Service Provider has its registered office.

12.2. Any issues not regulated in this GCSC shall be governed by the provisions of Act V of 2013 on the Civil Code, Act CLIV of 1997 on Health, and currently applicable statutory regulations and professional protocols.

This GCSC shall enter into force on 1 February 2020 and shall remain in force until withdrawn or amended.