



GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF MEDICAL SERVICES

Unless otherwise agreed by the Parties in writing, any contract which is made by and between Dr. Rose Private Hospital Ltd. as service provider (Address: 1051 Budapest, Széchenyi tér 7/8., Hungary, hereinafter referred to as the Service Provider) and its Client (hereinafter referred to as the Client), the Service Provider and the Client jointly constituting the Parties (hereinafter referred to as the Parties), for a contract for providing medical services (hereinafter referred to as the Contract) shall be governed by these General Terms and Conditions of Contract (hereinafter referred to as the GTC).

By signing the Contract or, in the absence of a written contract, by booking an appointment for health care or (if one is made) by signing the individual quotation, or, in the case of a Package, by payment of the invoice amount, the Client shall confirm that the Client has known, read and understood the GTC and agrees to be bound by any and all provisions therein.

Effective from January 1, 2025.

I. THE SERVICE AND ITS BENEFICIARIES

1.1. THE SERVICE

The Service Provider undertakes to provide health care services to the Client and its Beneficiaries stated below, under the terms and conditions of the Contract and its annexes, and in the GTC. The Service Provider shall perform its activities through its employees, and through the use of its agents, partners and subcontractors on the basis of separate contracts. When providing the Service, in the case of using a subcontractor, the Service Provider shall sell to the Client the service requested (ordered) by the Client in an unchanged form. The Service Provider hereby declares that it has any and all licenses from the specialized authorities which the Service Provider needs in order to provide the Services. The Client shall order the Service Provider's Services as from the date of entry into force of the

Contract and undertakes to use such services in accordance with the terms of the Contract, and to fully meet its contractual obligations.

1.2. THE BENEFICIARIES

The Service Provider shall provide the Services specified in the Contract to the Client or to natural persons designated by the Client, at its sole discretion (hereinafter referred to as the Beneficiaries, Beneficiaries and Client together: the Client). At the time of signing the Contract, the Client shall specify the Beneficiaries in an annex to the Contract, which shall constitute an integral part of the Contract. The Client may, at its sole discretion, change the list of Beneficiaries, provided that the Client observes the procedure set out in the GTC. The Client shall have the right and shall be obliged to inform the Beneficiaries of the scope of the Services and the conditions for access thereto. To facilitate such information, the Service Provider may provide the Client with special information materials and may also send such materials directly to the Beneficiaries. Said materials shall not be regarded as a part of the Contract, they are only aimed at informing about the Services.

II. THE PARTIES' RIGHTS AND OBLIGATIONS

2.1. THE SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

The Service Provider shall assume an obligation to provide the Services specified in the Contract in a professional manner, in accordance with the legislation and Hungarian health professional protocols in force, and in accordance with the Contract.

The Services shall be provided by the Service Provider at its Private Hospital at 7/8 Széchenyi tér (Roosevelt tér), 1051 Budapest, Hungary, at its contracted partners (hereinafter referred to as Health care institutions) or at an external location as specified in the Contract. The opening hours of Dr. Rose Private Hospital are as follows:

- Monday to Friday 8:00 a.m. to 8:00 p.m.; the hospital is closed at weekends and on public holidays.
- The Service Provider shall have the right to change the opening hours of the Hospital. The changed opening hours will be published by the Service Provider on its website (www.drrose.hu) and the new opening hours will take effect upon publication on the website. In the event of any discrepancy between these



Regulations and the opening hours on the website, the opening hours shown on the website shall prevail.

- Services are available only by prior appointment. Appointments are arranged by the Service Provider's call center from Monday to Friday between 7:30 a.m. and 8:00 p.m. on +36 1 377 6737. Online appointment booking is also available via the Service Provider's website.
- Outside the above opening hours, a hotline service is available for contracted clients.

The Service Provider shall have the right to change its opening hours from time to time and shall be obliged to publish the changes on its website (www.drrose.hu) and at its registered office immediately, but no later than 5 working days after the modification has come into effect and shall inform the Clients thereby.

If the Service Provider is temporarily unable to provide the Services at Dr. Rose Private Hospital for reasons beyond its control, it shall be entitled to provide such Services at another health care institution with which it has a contractual relationship.

The Service Provider shall assume an obligation to accept and to provide the Services to the Clients at the Health Care Institution upon prior appointment.

The Service Provider shall be entitled to the remuneration for the provision of the Service specified in the written Contract, in the individual quotation or in the Service Provider's official price lists, with any previous document in such a list prevailing over any subsequent document. By signing the Contract or by using the Services, the Client implicitly accepts to pay the relevant service fee.

If the Client does not have a valid Contract for the Service to be used, the Service Provider may refuse to provide the Service without giving any reason. Even in the case of a valid Contract, the Service Provider may refuse to provide the Service if the Client is in arrears with the Service Provider or has not complied with the Service Provider's other service rules and regulations, in particular those of the authorities.

A Check-up/Control examination is a single, follow-up examination of the same disease in the same specialty for the same patient within 3 months.

2.2. THE CLIENT'S RIGHTS AND OBLIGATIONS

The Client is entitled to change the Beneficiary(ies) during the term of the Agreement, provided that the originally registered Beneficiary(ies) have not yet used any healthcare services for the currently ordered care package by the date of the change. The Beneficiary(ies) can only use the service after the 3rd day following the registration.



For the duration of the contractual relationship between the Parties, the Client shall notify, in writing, the Service Provider of any changes in its company details affecting the business register data without delay, but no later than 15 working days after said change has come into effect. The Client shall be obliged to pay the remuneration to the Service Provider by the due date.

III. DETAILED TERMS OF SERVICE

3.1. PRE-BOOKING

The Service Provider provides medical services only on the basis of a pre-booking. The Client is required to provide the name, telephone number and e-mail address of the Client (parent or guardian in case of a minor, i.e., a patient under 18 years of age) who will be using the service. The Service Provider may contact the Client using this contact information to make a pre-booking. A minor (under 14 years of age) may only receive medical services in the presence of a legal guardian. A minor with limited legal capacity (between 14 and 18 years of age, with the exceptions specified in the Civil Code) may receive medical services without the presence of a legal representative, with the prior written consent of the legal representative, but even in this case the Service Provider will inform the legal representative of the minor's medical condition.

Pre-booking can be made by calling the Service Provider's call center (+36 1 377 6737), in person with the Service Provider's care manager or, for certain services, online (<https://drrose.hu/en/booking>).

3.2. CLIENT REGISTRATION, PROVISION OF DATA, DEALING WITH DEALYS

The Client acknowledges that in order to use the Service, the Client must provide the Service Provider with the following data: full name, date and place of birth, mother's maiden name, social security number (if the Client has a social security card), telephone number, and e-mail address.

By using the Service, the Client gives its consent to the Service Provider's requesting the Client's identity card (ID card, passport or driver's license), address card, and social security card, and to view them in order to establish the Client's identity and to verify the data provided by the Client.



The Client is obliged to appear at the previously agreed appointment time, new Clients 15 minutes before the appointment, in a physical and psychological condition suitable for the treatments and examinations, or if the Service Provider has prescribed this, to appear after preparation according to the regulations, otherwise the Service Provider shall have the right to refuse to provide the Service.

If the Client is late for the appointment agreed in advance, the Service Provider shall consider the provision of the Service as follows:

- The Service Provider will endeavor to see the next Client without delay and is therefore not obliged to extend the appointment time in case of delay.
- If the Service can be commenced within 10 minutes of the booked time, the Service Provider shall commence the Service.
- If, due to the delay, there is sufficient time available from a professional point of view for the Client to be properly attended to, the Service Provider will carry out the service within the time available.
- If the appointment time is no longer sufficient to provide the Client with the appropriate care, but it is possible to provide the care later the same day, the Service Provider will offer this time for the care.
- In all other cases, the Service Provider will not perform the Service, the delay will be considered a no-show, and the Client shall be obliged to pay the fee set out in the Cancellation and
- Rescheduling Conditions section. At the Client's request, the Service Provider will arrange for the Service to be provided at a later date upon payment of the Cancellation Fee.
- The Service Provider reserves the right to deviate from the protocol described above without giving any reason and to refuse to see the late Client.

The Client shall not be entitled to compensation for any loss of Service caused by the Client's delay.

Due to delays in patient examinations or surgery for professional reasons, the Service Provider may not be able to start the Service later than the scheduled time, or at all. In the event of a delay of more than 30 minutes for such reasons, the Client shall have the right to request a new appointment but shall not be entitled to any other compensation.



3.3. DEPOSITS AND ADVANCE PAYMENTS

The use of certain services provided by the Service Provider may be subject to an advance payment or deposit as follows:

- in-patient care, same-day surgery, endoscopy booking: a deposit of 20% of the package price;
- In the case of inpatient care, the Patient is obliged to pay the deposit for the surgery on time, which is a condition for the acceptance of the contract and the finalization of the surgery date;
- in-patient care, same-day surgery, before starting an endoscopy: an advance payment, less the amount of the deposit previously paid for the package of services;
- screening tests: a deposit equal to the cancellation fee;
- in the case of other examinations carried out by an external medical service provider on behalf of the Service Provider (e.g., MRI, CT, PET-CT, ENG, OCT, etc.): a deposit, equal to the full amount of the service.

3.4. CANCELLATION AND RESCHEDULING CONDITIONS

If the Client makes an appointment for the Service but does not use the Service, the Client may cancel the Service free of charge under the following conditions:

- for screening tests, at least 72 hours before the first screening appointment;
- for other outpatient treatments (including examinations provided free of charge or examinations contracted to external partner institutions), at least 24 hours before the pre-booked appointment;
- in the case of occupational health examinations, at least 48 hours before the scheduled appointment.

If the Client does not cancel the appointment booked under the above conditions and does not attend the examination, the Service Provider is entitled to a penalty (cancellation fee). If the Client is unable to attend the examination due to acute illness and can prove this with a credible medical document within 5 working days of cancellation, the Service Provider will not charge a cancellation fee. The amount of the cancellation fee is set out in the Service Provider's price list in force at the time.



If, during an outpatient examination, the examining physician deems that the Client's condition or complaint cannot be treated at Dr. Rose Private Hospital for professional reasons or due to the Client's lack of cooperation, the Service Provider may refrain from further examinations and treatment, providing the patient with a professional recommendation.

In the event of cancellation of an in-patient treatment, the Service Provider is entitled to keep the deposit, unless the Client is unable to undergo surgery due to a medical condition for which the Client is not responsible. The surgery date can be changed up to twice free of charge at the patient's request, provided that the change request is notified in writing at least 1 month prior to the scheduled surgery date. In the event of a postponement within one week for a non-medical reason, a 10% surcharge may be applied. If the Client cancels the appointment on the day of the surgery and does not provide a credible medical certificate within 5 working days to justify the need for cancellation, the deposit will be forfeited. If the scheduled surgery is free of charge, the patient is required to reimburse 10% of the surgery fee set out in the price list in force.

If the Client cancels the surgery 3 times for any unjustified medical reason, the Service Provider may cancel the surgery and is entitled to keep the deposit.

The cancellation fee is also payable by card-holding Clients who have signed a written contract. A cancellation fee payment request form will be sent to the Client by the Service Provider with a payment deadline of 1 day, which the Client shall be obliged to pay by the due date.

The Service Provider, at its sole discretion, is entitled to offset the cancellation fee (penalty) against the deposit or advance payment paid by the Client.

If the Client has more than one reservation on a single day and the Service Provider is unable to provide any of the reserved Services for any reason, the Client shall have the right to transfer its reservations for that day to another day without paying a cancellation fee.

The Service Provider is entitled to cancel the surgery at any time if the physician performing the surgery deems that the expected surgical result cannot be achieved due to the lack of cooperation of the Client. In this case, the deposit amount paid by the Client or the paid surgical fee will be refunded after deducting the list price of the pre-operative examinations already performed.

If the attending physician considers that the patient's general condition does not allow the safe performance of the surgical intervention, the Service Provider may cancel the intervention at any time before its scheduled date, with the proviso that the intervention may be performed at a later date without extra charge if the patient's general condition recovers, or the intervention is cancelled permanently due to a foreseeable long-term compromised medical condition. In the latter case, the deposit amount paid by the Client or the surgical fee



paid will be returned after deduction of the list price of the pre-operative tests already performed.

3.5. PARKING

The Service Provider is not obliged to provide parking during the period of use of the Service. For Clients for whom the contract specifically requires the provision of a parking space, the Service Provider shall proceed as follows:

- Parking is only available by prior reservation, and the parking request must be made at the time of booking or at least 1 working day before arrival;
- the parking reservation starts 15 minutes before the reservation time and ends 30 minutes after the expected end of the reservation, after which the Client is obliged to leave the car park, otherwise the Service Provider may charge the parking fee indicated in its current price list;
- the parking space will be provided within 200 meters of the place where the Service is provided.

In addition, the Service Provider shall provide parking spaces for its Clients with reduced mobility, provided that they indicate their need for such parking spaces in advance when booking their appointment.

3.6. ORGANISATION OF SCREENING TESTS

The Service Provider must organize the screening tests within a maximum of 60 days from the date of the appointment. An appointment is deemed to have been placed when the Client has indicated, in writing or via the call center, the date and time at which it wishes to have the screening test.

The Service Provider shall not be obliged to carry out any other tests not included in the screening package requested by the Client or the Service Provider on the day of the screening test. The Service Provider shall endeavor to carry out the screening tests within one day but may deviate from this for professional or organizational reasons. The Service Provider shall not be obliged to consider the Client's request that the screening tests should not be carried out on the same day.

In the event of cancellation of a screening test appointment, the Service Provider will reschedule the screening test within 90 days after payment of the cancellation fee.



If the screening test has not been completed within the time limits of the Contract for reasons attributable to the Client, the screening test shall be deemed to have been completed.

The Service Provider may only undertake to repeat the screening tests within one year after considering the medical reasons and the risks.

The tests specified in the screening package may not be replaced by tests not included in the screening package. If the Client does not take a test included in the screening package, the price of the package is not affected, and the Client is not entitled to a refund.

The Service Provider is entitled to change the previously communicated order of the screening tests. The Service Provider will provide a summary opinion on the findings of the screening test within 30 days of the last screening test. If all the tests of the screening test are not carried out on the same day, the tests not carried out must be carried out within 30 days of the start of the screening test.

If the Client is late, the Service Provider is not obliged to perform the tests on the missed date(s) but will endeavor to perform them on the day of the screening test. The Service Provider is not obliged to make up the missed examinations but will endeavor to arrange the examinations for another day at the Client's request, after payment of the cancellation fee.

If the Client does not take all the tests within 30 days, the Service Provider is not obliged to carry out the tests at a later date and is not obliged to provide a summary opinion. Screening packages may be used within one year of purchase.

3.7. REMOTE CONSULTATION

Remote consultations are available for an extra fee, with advance payment, under the following conditions:

- the fee for the remote consultation must be paid no later than 3pm on the day before the examination, otherwise the booked appointment will be cancelled by the Service Provider;
- the remote consultation is not a substitute for a face-to-face doctor-patient meeting; remote consultation is a partial examination, and the doctor will make their recommendation based on the data and medical documentation provided by the Client;



- the Client is solely responsible for the authenticity and completeness of the medical data sent to the Service Provider (any withheld data or medical documentation may mislead the doctor in forming an opinion);
- the Client is solely responsible for the prior transmission of the documentation to the Service Provider;
- the Client consents to the processing of its medical data during the remote consultation; during the remote consultation service, the Service Provider's liability lasts until the formulation of the medical opinion/recommendation, and the Service Provider shall not be liable for the compliance with the terms/recommendations of the medical opinion/recommendation and for any change in the health condition resulting from the failure to comply with the medical opinion/recommendation.

3.8. ISSUING A PRESCRIPTION

The Service Provider will only issue a prescription following a specialist examination or surgical treatment. Issuing a prescription as part of a specialist examination or as part of surgical treatment is free of charge.

If a previous specialist examination prescribes regular medication, the Client may request a prescription for regularly taken medication without an examination, subject to the applicable regulations and time limits and subject to the obligation to review. In this case, the prescription is subject to a fee, the cost of which is set out in the price list. The Service Provider will send a request for payment of the prescription fee and will undertake to issue the prescription within two working days.

The paper-based prescription may only be collected by the Client or its authorized representative who shall be obliged to provide a private document with full probative force.

3.9. THE LANGUAGE OF MEDICAL CARE AND DOCUMENTATION, TRANSLATION OF MEDICAL DOCUMENTATION INTO A FOREIGN LANGUAGE

Care is provided in Hungarian. At the Client's prior request, the Service Provider will endeavor to provide a doctor who speaks a foreign language or an English interpreter, but the Service Provider is not obliged to provide care in a foreign language. The Client is entitled to provide an interpreter at its own expense for the duration of the Service.



In accordance with the legal requirements, the Service Provider shall prepare medical documentation in Hungarian. In the case of provision of care in a foreign language, the doctor may supplement the documentation in Hungarian with a brief summary in a foreign language but shall not be obliged to do so.

The Service Provider shall provide the Client with an unofficial translation of the medical documentation into English for an additional fee. The fees for translation are set out in the price list.

If the Client does not speak Hungarian or English, the signing of the surgical documentation and any consent or other statements will be subject to the use of an interpreter. The interpreter must be provided at the Client's own expense, and the interpreter must also sign all documents at the same time as the Client signs them.

3.10. CHOICE OF DOCTOR

The Client has the right to choose between the medical specialists under contract with the Service Provider, provided that the chosen specialist performs the service requested and participates in the care provided under the Client's contract. In the case of screening programs, the choice of doctor is not taken into account by the Service Provider.

The Service Provider shall ensure that the chosen physician is the primary provider of the service until the Client's explicit request for a different physician is made. The Service Provider shall arrange for the replacement of the chosen doctor in the event of the absence or incapacity of the chosen doctor. The Service Provider undertakes to contact the Client immediately after becoming aware of the unavailability of the chosen doctor, and to inform the Client of the unavailability of the chosen doctor and whether the Service Provider can arrange for a replacement doctor at the agreed time. If the Service Provider is unable to provide a replacement doctor or if the Client does not accept the replacement, the Parties shall agree on a new appointment. The Client shall not be entitled to compensation for any change of appointment for the above reason.

The chosen medical specialist shall have the right to refuse to provide treatment without giving any reason at least 1 working day before the scheduled appointment. In this case, the Service Provider must immediately make an appointment with a new specialist and inform the Client, who is entitled to refuse.

3.11. OBLIGATION TO NOTIFY AND CLIENT CONSENT

The Client may request detailed oral and written information about the medical treatment before using any Service. The Client acknowledges that, unless it requests otherwise in writing, the Client considers the contents of the forms, information, declaration of consent, and health assessment provided by the Service Provider to be sufficient for the use of the Service, and by signing them the Client acknowledges that it has been duly informed in advance. The right to receive further information is waived.

The Client is obliged to make the necessary written statutory declarations required for the treatment to be carried out, and any required by law. The Client acknowledges that if it refuses to sign the information or consent and status declarations required by law or requested by the Service Provider, the Service Provider shall have the right to refuse to provide the Service and to claim damages from the Client if any damage has been incurred in this connection.

The Client is obliged to inform the attending doctor, before and during treatment, of all facts, information, data and circumstances necessary to establish the medical history, in particular the Client's state of health, previous illness, medical treatment, medicines and other medicinal products the Client has taken, whether regularly or occasionally, including any risk factors for health problems, and its sensitivity to certain medicinal products.

If the Client fails to comply with the contractual and statutory obligation to provide information, or fails to do so properly, the Service Provider shall be exempt from any consequences arising therefrom, for which the Service Provider or the attending doctor shall not be held liable, either professionally or financially.

The Client acknowledges that if the examination requires the taking of an x-ray, women under 50 years of age must give their consent. If the Client does not consent to the taking of an x-ray, the examination may be of limited value. By giving its consent, the Client acknowledges that it has been fully informed by the Service Provider of the risks involved in taking an x-ray.

The Client shall have the right to request a laboratory or diagnostic imaging test at its own expense without prior specialist examination or specialist advice. In this case, the Service Provider will carry out the examination as far as possible, but in the absence of knowledge of the clinical history cannot fully evaluate them, and the results of the examination may therefore be of limited value.

3.12. INFORMATION ON TEST RESULTS, HEALTH INFORMATION

The Service Provider shall provide test results, or any medical or other information related to the Client only to the Client in person, or via the telephone number or e-mail address provided during registration. The Service Provider may also provide information to the Client's relative, whose name and telephone number the Client has given in the registration form, and who has authorized the Service Provider to provide the information.

The Service Provider is not obliged to identify the called/addressed party at the telephone number or e-mail address provided.

If the Client uses the service of another service partner organized by the Service Provider, the Client acknowledges that the service partner will send the resulting medical report to the Service Provider.

The Client shall have the right to request a copy of its medical records upon payment of the fee indicated in the price list. The Service Provider will comply with the Client's request within 15 days.

3.13. MEDICAL LIABILITY AND COOPERATION

The Service Provider will make every effort to cure the Client, but depending on the Client's biological responsiveness, and unforeseen factors, the course of the illness and recovery may differ from the usual.

The Client is obliged to cooperate with the treating physician and the Service Provider's employees during the treatment and to respect the Service Provider's operating procedures.

The Client is required to comply with the pre- and post-care instructions provided by the Service Provider, including taking prescribed medication, limiting physical activity and following wound care instructions.

If the check-up examination is carried out at another institution and an inadequate improvement of the condition is determined or the prescribed treatment is modified, the Client is obliged to notify the Service Provider within 3 days as part of their obligation to cooperate. The Service Provider is not liable for any damages incurred due to the failure to notify.

The Service Provider shall not be liable for the consequences of failure to carry out the necessary examinations, check-ups or treatments.

The Service Provider shall not be liable for any complications or consequences resulting from the Client's failure to comply with the obligations set out in the Contract and its GTC, and with the instructions and recommendations of the attending physician.

3.14. COMPLAINT HANDLING

The Service Provider's Customer Relations Manager or a person designated by them shall be the primary contact for complaints regarding the health service. Complaints may be submitted by the Client in person (orally or in writing) using the form available from the Service Provider's Customer Relations staff, in writing to Dr. Rose Private Hospital Ltd., 1052 Budapest, Széchenyi tér 7/8, or by e-mail to info@drrose.hu.

The Service Provider shall accept complaints or claims regarding its health care service only from the Client or its authorized representative certified in writing.

In the case of verbal complaints, the Service Provider requests that the Client also record the complaint in writing by filling out the form provided for this purpose. The Service Provider shall assess the complaint within 30 days of receipt and shall notify the Client in writing of the outcome of the complaint.

If the Client is not satisfied with the response received from the Service Provider, it may contact the following bodies:

- the supervisory body; ÁNTSZ National Office of the Chief Medical Officer Address: 1097 Budapest, Albert Flórián út 2-6., e-mail: tisztifoorvos@oth.antsz.hu, telephone: 06-1/4761100;
- Dr. Rose Private Hospital Ltd.'s assigned patient rights representative: Dr. András Mina (available during working hours via telephone on: 06-20/489-9577/+36-1/896-9000, e-mail: andras.mina@ijb.emmi.gov.hu, toll-free number: +36-80/620-055, from abroad: +36- 20/489-9614, e-mail: ijsz@ijsz.emmi.gov.hu);
- National Centre for Patients', Dependent Persons' and Children's Rights and Documentation (1075 Budapest, Madách tér 3-4, 4th floor), toll-free number: 06-80/620-055.

IV. FEES

4.1. SERVICE FEES

The Client shall pay a fee for the Services under the terms of this Agreement. The Fee payable shall be set out in the current price list, the individual quotation or the written Contract. The Fees in the price list are gross prices.

The Service Provider, at its sole discretion, shall be entitled to change the price list, provided that it shall indicate on its website the price list in force at the time. The new price list shall be effective from the date of its publication.

In the event of the indefinite alteration of a written Contract, the Service Provider shall have the right to index the Fee at the earliest on the anniversary date of the Contract's entry into force. The indexation shall be based on the change in the price index for services for the preceding calendar year as recorded by the Hungarian Central Statistical Office (KSH), however the Fee cannot be reduced. The Service Provider shall inform the Client in writing of the Fee's rate of increase. Until receipt of the notification, the Client shall pay the Fees applicable for the previous year. If the Service Provider does not increase the Fee from its possible starting date, it shall be entitled to retroactively invoice the difference between the previous Fee and the increased Fee, without interest.

4.2. PAYMENT OF THE FEE

In the case of outpatient specialist care, the Client is obliged to pay the Service fee to the Service Provider directly after the service is used. The Service Provider is entitled to make the booking of an appointment for certain services subject to the payment of a deposit or advance payment.

In all cases, the use of in-patient specialized care is subject to a reservation and advance payment or the full Fee in advance. The maximum deposit is 30% of the Service Fee. The Service Provider will only provide in-patient services after advance payment of the full Fee.

In-patient specialized care is provided by the Service Provider on the basis of package prices. Any additional costs incurred over and above the package price will be invoiced on the day of departure from the Service Provider. For other costs not included in the package price, the prices in the current price list apply.



If the Service is paid for by a third party (e.g., insurance company, health insurance company), the Service Provider may request a payment guarantee from the third party (contract, payment commitment, insurance cover certificate, etc.) before the Service is provided. If the payment guarantee is not received before the scheduled date, the Service Provider shall have the right to refuse the Service, or the Client is obliged to pay the Service fee.

The Service Provider may invoice third parties only in accordance with the contract concluded with the third party, and in compliance with the legal requirements, in particular regarding the scope of services that may be charged to health insurance funds or SZÉP cards.

Following the use of the Service, the Service Provider shall issue an invoice to the customer named by the Client, corresponding to the actual method of payment. An invoice issued accordingly cannot be amended by the cashier after the invoice has been issued.

If the Client does request a change to the invoice, this must be notified in writing, via e-mail, to penzugy@drrose.hu within 15 days of the invoice being issued, at which time the Service Provider may, at its discretion, issue an invoice with new customer details. The Client is only entitled to pay by bank transfer on the basis of a contract concluded in advance.

In the case of a written contract, the Service Provider shall have the right to issue the first invoice on the day the Contract enters into force. Thereafter, invoicing shall be carried out periodically, in advance, in accordance with the periods set out in the Contract. In the event of an amendment in the Service or the price, the Client acknowledges that the Service Provider will adjust the amount of the instalment to be paid for the next Payment Period. The Service Provider shall not be obliged to reduce the Fee or to refund the Fee in full or in part, in respect of the Fee paid for a given Payment Period.

If, as a result of the amendment, the number of Beneficiaries is increased or reduced or the Service is changed after the billing date for the relevant Period, the Service Provider shall issue a corrective invoice to the Client within 8 days of the date on which the amendment takes effect, and the Client shall be obliged to pay it in the manner and within the time limit specified in the Contract.

A material breach of contract shall be deemed to have occurred if the Client is in default with the payment of the fee due for more than 15 days. If the Client is in default of any payment obligation, the Client shall be liable to pay interest on arrears at the rate of twice the base rate of the central bank, for the period of the default.



V. SPECIAL RULES FOR ANNUAL CARD PACKAGES OR SCREENING PACKAGES

5.1 SERVICES

The contract for the use of an annual card package or a screening package (hereinafter: Package) is concluded upon payment of the Service Provider's invoice by the Client. In the case of a Package, the Service Provider undertakes to provide the Client with the health services indicated in the Product Information in force at the time for a period of one year following the conclusion of the contract. The Product Guide is annexed to these GTC and is available at the following link: <https://drrose.hu/en/node/1059>.

5.2 FEES, INVOICING

The Package fee is a flat annual fee. The amount of the flat fee and the name of the beneficiary(ies) will be agreed by e-mail. The Service Provider will provide its services upon payment of the invoice. If the Customer fails to pay the Service Provider's invoice by the due date, the Service Provider is entitled to withdraw from the contract without notice. The health care service is exempt from tax pursuant to Section 85(1) of the Act on Value Added Tax (Act CXXVII of 2007, hereinafter referred to as the VAT Act) due to its public interest nature. With regard to invoicing, the Parties shall consider Section 58 (1a) a) of the VAT Act on periodic invoicing to be the governing law.

The Customer shall pay the Service Provider's invoice within 8 calendar days of its issue. Payment of the invoice can be made in cash or credit card at the Service Provider's client cashier desks, or by bank transfer.

VI. BREACH OF CONTRACT

Should the Client fail to fulfil its payment obligation within 15 days of the expiry of the deadline, the Service Provider shall have the right to terminate the Contract with immediate effect, or to suspend, at its own discretion, the provision of the Services by written notice to the Client, until the Client meets its payment obligations, including payment of the interest on late payments. The Service Provider shall also be entitled to the Fee according to the Contract for the period of said suspension, and the Client shall be obliged to pay it. The duration of said suspension may be determined by the Service Provider, at its sole discretion, but shall not exceed 3 months. The Service Provider may also exercise its right of withdrawal at any time during the period of suspension. In the event of the Service Provider having



partially fulfilled their obligation as stated in the Contract, the Service Provider will have the right to terminate the Contract with immediate effect in lieu of withdrawal.

VII. SCOPE AND DURATION OF THE CONTRACT

7.1 The written Contract shall become valid and effective on the date of its signature and shall have a fixed term of one year which shall commence on the day of entry into force of the Contract.

7.2 Unless either of the Parties notifies the other Party, at least 1 month before the expiry of the fixed term, in writing, of its intent not to renew the Contract, the Contract shall be extended for a further fixed term of 1 year without any legal statements thereto.

VIII. TERMINATION, CANCELLATION OF THE CONTRACT

8.1. TERMINATION OF THE CONTRACT

The Contract shall terminate at the end of its fixed term if either Party indicates within the time limit set out in clause 6.2 herein of its intent not to renew the Contract furthermore.

8.2. THE CONTRACT MAY BE TERMINATED

- by extraordinary termination;
- by mutual consent of the Parties.

8.3. EXTRAORDINARY TERMINATION

8.3.1 The Contract may only be terminated by extraordinary termination with immediate effect in the event of a material breach of contract or in the event of a case in section 7.3.2 herein, by way of written notice to the other Party. In the event of a material breach of contract, the Contract may only be terminated by extraordinary termination if the other Party has violated any of the provisions of the Contract and fails to remedy it after being notified, in writing, about such breach or deficiency, within a time limit reasonably specified in the notice taking all circumstances into consideration, but not less than 15 days from the receipt thereof.



8.3.2 If either Party becomes insolvent and acknowledges, in writing, that it is unable to pay its outstanding debts, furthermore, if bankruptcy or winding-up proceedings have been instituted against either Party and such proceedings are not terminated within 30 days of their institution, the other Party shall have the right to terminate the Contract with immediate effect by written notice to the Party which is insolvent or is bankrupt or being wound up.

8.3.3 The Service Provider shall, in particular, have the right to terminate the Contract with immediate effect by written notice to the Client if:

- the Client fails to meet its obligations set out in the Contract in connection with information or payment, or if the Client's failure to meet such obligations exceeds 15 days; the Client has materially violated any of the provisions of the Contract.
- The Service Provider shall not be obliged to refund the fee if the extraordinary termination is based on breach of contract by the Client.

8.3.4 The Client shall be entitled to terminate the Contract with immediate effect by its written notice to the Service Provider if the Service Provider has committed a material breach of Contract, in which case the Contract shall immediately terminate for the future and the Service Provider shall be obliged to refund, to the Client, the fee having been paid by the Client for the period when the Service Provider will no longer provide any services.

IX. CONFIDENTIALITY, DATA PROTECTION

The Parties shall treat all data obtained in the course of the service in accordance with Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and the GDPR repealing the Data Protection Directive 95/46/EC, the provisions of Act CXII of 2011 on Informational Self-determination and Freedom of Information, and Act XLVII of 1997 on the processing and protection of health care data and associated personal data.

The Parties shall assume an obligation to protect, safeguard and keep confidential as commercial secrets any and all data, confidential data, information, confidential information and documents they obtain in the course of the fulfilment of the Contract, and the Parties shall make all reasonable efforts to ensure their sufficient protection.



Each Party may use confidential data and information only for the purpose of fulfilment of the Contract and shall not disclose any data and information obtained without prior written consent of the other Party unless such disclosure is required by law.

The Parties acknowledge and undertake that the contents of the GTC, the Contract and its annexes, and all data and information provided to each other under the Contract shall be regarded as commercial secrets, and as such shall be kept confidential and shall not be disclosed to third parties or used for any purpose other than those defined in the Contract.

The Parties hereby undertake not to disclose the contents of the GTC, the Contract and its annexes, or any data or information obtained in the framework of the Contract to any third party or authority without prior written consent of the other Party, except where such disclosure is required by law.

The above obligation of confidentiality shall remain in force with full effect during the term of the Contract and even after the termination thereof for any reasons.

The Parties shall be liable for any damage resulting from any breach of their obligation on data management and confidentiality.

X. MISCELLANEOUS PROVISIONS

Any and all written communications ("Mail") drawn up by either Party to the other Party on the basis of the Contract shall be regarded as delivered if such mails are given to the other Party personally or are posted to the other Party's address set forth in the Contract by postal mail, or email. Any Mail addressed to Service Provider shall be sent to:

- Name: Dr. Rose Private Hospital Ltd.
- Contact person: Managing director Dr. Kornél Zsolt Papik managing director
- Address: 1051 Budapest, Széchenyi tér 7/8
- Telephone: +36 1 37 6737
- E-mail: kornel.papik@drrose.hu

The Mail shall be regarded as delivered:

- in case of personal delivery, on receipt;
- in the case of registered mail, no later than 5 days after dispatch;
- in the case of standard mail, no later than 7 days after dispatch, provided that the addressed Party has confirmed receipt;



- in the case of e-mail, on the day on which the receiving Party has confirmed receipt.

The Parties shall make all their notices hereunder in writing. Any modification or amendment of this Contract (including this clause) may be in writing only.

In the event of any dispute arising from or in connection with the Contract and fulfilment thereof, the Parties shall attempt to resolve the dispute out of court.

The annex(es) shall constitute an integral part of the Contract.

Should the GTC or any provision of the Contract or parts therein be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the GTC or the Contract. In such a case, by means of (e.g., supplementary) interpretations, regulation(s) reflecting the economic objectives of the invalid or unenforceable provision(s) as closely as possible shall be regarded as valid. If such interpretation is impossible for legal reasons, the Parties shall irrevocably bind themselves to enter into a supplemental Contract(s), in the spirit of the provisions herein. The provision of the preceding paragraph shall also apply to any regulatory gaps that may arise in the implementation or interpretation of the GTC or the Contract.

The Parties submit to the exclusive jurisdiction of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry seated in Budapest, for the settlement of any disputes arising out of or in connection with the Contract, and primarily relating to breach, existence, validity or interpretation thereof. The proceedings shall be conducted in accordance with the Arbitration Court's rules of procedure. The arbitration tribunal shall consist of three arbitrators. The language of the arbitral proceedings shall be Hungarian.

In matters not covered by the GTC, the Hungarian legislation in force at the time, and the Hungarian professional healthcare protocols, shall prevail.