

GENERAL TERMS AND CONDITIONS

for dental services to be provided to dental outpatients

I. General rules

Unless otherwise agreed in writing, these General Terms and Conditions (GTC) shall apply to any and all healthcare services provided by **CLINIDENT FOGÁSZATI CENTRUM** (registered office: H-1137 Budapest, Tutaj u. 6/b.) (hereinafter referred to as the 'Service Provider') and any and all contracts entered into by the Service Provider.

II. Definitions:

1. Service Provider: Clinident (registered office: H-1133 Budapest, Tutaj u. 6/b.; company registration number: Cg. 01-09-921530; tax ID:12836989-1-41)

The Service Provider holds all such professional, authority and operating licences and satisfies all such professional, authority and operating conditions that are required for providing its services. In addition, the Service Provider has medical liability insurance for its business activities which insurance is also extended to individuals who act in the interests of the Service Provider.

2. Customer: the patient nominated in the individual service agreement (ISA) defined below or, if no written ISA is available, the person who effectively uses the service.

3. Individual service agreement (ISA): The entirety of any and all legal documents available at the Service Provider's clinics that are required for the service providing activity incorporating the entire treatment procedure and either signed by the Customer patient or their legal representative via the forms made available by the Service Provider or handed over to the Service Provider in person prior to, during or after the treatment (including but not limited to the Treatment Plan, the Dental Anamnesis Sheet, the Notice about Patients' rights, the Consent to Surgical Treatment, the Pre-surgery Notice, the Post-surgery Notice, the Statement of Consent regarding Data Protection, any other existing or future form or treatment-related physician or patient notice, or any other form or additional declaration form irrespective of its name). The Service Provider expressly reserves the right to amend its medical and treatment-related documents on an ongoing basis for the purpose of improving them.

By using the service, the contract between the Service Provider and the Customer shall be considered to have been formed (i.e. implied contract) with the terms and conditions specified in these GTC even if the ISA is not signed for some reason.

4. Physicians cooperating with the Service Provider: physicians who are in rent-related or cooperation-related legal relationship with the Service Provider (e.g. rental of dentist chair, rental of dentist office, etc.) and have their own professional liability insurance policies covering the dentist activities that they perform within their scope of practice. The Service Provider shall not be held liable for the licences held by any of the physicians cooperating with the Service Provider.

III. The content of the contractual legal relationship entered into by and between the parties:

1. The parties agree that the ordering process and content of the dental outpatient service(s) chosen by the Customer and of the supplies and materials required for such service(s) shall be governed by the terms and conditions specified in these GTC and by the ISA constituting an integral part of these GTC.

Unless otherwise specified in the ISA, the ISA shall be entered into by and between the parties for an indefinite period of time during which the ordering and execution of each treatment, of the supplies and materials, and of the mediated services shall be governed by the terms and conditions specified in these GTC and by the terms and conditions specified in the then-current ISA.

2. The Treatment Plan shall be based on the indication of the Service Provider and shall be considered as approved by the Customer, without any express statement made by the Customer specifically for this purpose, when the Customer lets the Service Provider commence the treatment. The Service Provider shall have the right to deviate from the Treatment Plan at its sole discretion. However, the Service Provider shall be obliged to mutually agree with the Customer on any major professional deviation to be implemented. Changes in the Treatment Plan may involve automatic amendment of the quotation calculated in advance of the treatment.

3. The Service Provider shall, in compliance with the legal and professional specifications applicable to the Service Provider's business activities and with the involvement of dentists, professional assistants and subcontractors having proper expertise and professional qualification, perform the services undertaken in the ISA and provide for the dental technical and other supplies and materials, required for such services, at the appointments (dates and times) and with the frequency mutually agreed on by the treating dentist and the Customer.

By signing the ISA or any statement substantially identical to the ISA, the contracting parties expressly agree that the Service Provider may involve subcontractors in the performance of the service(s) ordered including in particular but not limited to dental care services, dental technical activities, orthodontic activities, therapeutic treatments and other special medical interventions. In doing so, the Service Provider shall be liable for any and all activities hired to its subcontractors in the same way as such activities had been performed by the Service Provider itself. The Service Provider may sell such mediated services to the Customer in unchanged form and with unchanged content but not necessarily at unchanged price (i.e. subject to changes in the price of such services).

IV. Guarantee

1. For any complaint made solely in connection with aesthetics, the Service Provider reserves the right to exclude liability expressly with regards to the subjectivity of orthodontic, parodontologic or dentoalveolar surgical results if the orthodontic activities and/or dentoalveolar surgeries bring such results that had been professionally (i.e. medically and anatomically) planned for and expected but are rejected by the patient solely for aesthetic reason.

2. Mandatory dental check-up examinations: The Service Provider hereby informs the Customer patient that, after completion of the dental treatments and in particular within the framework of post-treatment care following parodontologic treatments, regular dental check-up examinations are required until the treating physician decides that such regular dental check-up examinations may be either stopped or reduced in terms of frequency.

After dentoalveolar surgeries including in particular but not limited to dental implantations, check-up examinations are required every two days during the wound healing period (8 to 16 days) and, for the comprehensive guarantee to remain valid, the Customer shall (i) undergo professional dental hygienic treatments performed by the Service Provider three times per annum, and (ii) have check-up dental x-ray images taken by the Service Provider once per annum. Any risks associated with failure to comply with the obligations specified in the previous sentence shall be solely borne by the Customer.

3. The Service Provider shall provide statutory guarantee in such mandatory cases and during such mandatory period that are prescribed by the applicable legal regulations. For cases relating to warranty or statutory guarantee, the place of repair or replacement shall be the then-current dentist office of the Service Provider.

The statutory guarantee shall not extend to the following: the reimbursement of travel expenses or costs arising from or in connection with the use of any other dentist office; the loss of dental implant; defects or injuries that occur as a result of not intended use or accident; defects or injuries that are found to have occurred as a result of the Customer's failure to comply with the instructions provided for by the Service Provider or as a result of the Customer's improper lifestyle or a bad habit of the Customer (e.g. tooth grinding); any case where

the Customer (i) failed to take presence at the prescribed check-up examination and/or dental recall; (ii) did not undergo the treatments indicated by the Service Provider or the Customer has a complaint that results from an unfinished treatment series; (iii) fails to comply with the instructions provided for by the dentist; complaints that result from the Customer's improper dental hygiene, smoking, consumption of alcoholic beverage or drug (i.e. narcotic agent); improper caring for or maintenance of dental prostheses; any case where the Customer, during the period of the treatment or after completion of the treatment, uses any dental treatment or dental technical work performed by a party other than the Service Provider; any case where the Customer reports a quality objection within the specified time limit but fails to provide for the opportunity to rectify the objected problem.

V. Remuneration for the service(s): treatment fees, costs, billing

1. The Service Provider shall inform the Customers of the fees and material and supply costs associated with the healthcare services provided by the Service Provider on both the website operated by the Service Provider and the price list available in the dentist office(s) operated by the Service Provider. Treatment fees and costs of materials and supplies shall be paid for in accordance with the Treatment Plan and the ISA.

2. Specific items of fees payable for the treatments performed in accordance with the ISA, and the costs associated with materials and supplies used for the treatments, with technical devices and/or with any mediated services, shall be recorded and billed in the ISA and/or upon completion of the particular treatments. The invoice to be issued shall be subject to the then-current accounting and taxation provisions applicable to the Service Provider on the date on which the particular invoice is issued.

3. If no dental technical cost is associated with the service(s) performed, then the fee for each treatment session shall be paid upon completion of the particular treatment session. In accordance with the ISA, lump sum fees may apply. In this case, the then-current price list shall not apply.

4. Fees and material and supply costs indicated in the ISA shall be established as a part of drawing the Treatment Plan in accordance with the Customer patient's individual treatment needs. Unless otherwise specified, the cost estimation and quotation provided for by the Service Provider shall remain valid for 30 days from the date of disclosure.

The Service Provider shall have the right to amend any fees and/or material and supply costs after the end of the period of validity specified in the previous sentence.

Notwithstanding the foregoing, the items of fees and costs indicated in the ISA may also change until completion of the treatment in function of any such interventions and/or medical activities that were performed during the treatment and that had not been foreseen prior to commencement of the treatment.

5. Depending on the nature of the treatment, the Service Provider shall issue the invoice for the services performed, the materials and supplies used for the services performed and for any mediated services used for the performance of the services, upon completion of either each treatment session or the entire series of treatment. By signing the invoice, the Customer certifies to accept the contractual performance of the Service Provider and certifies to have received a copy of the invoice and acknowledges and agrees that the Customer shall not submit subsequently (i.e. after completion of the treatment) any complaint in connection with the treatment.

VI. Payment terms and cancellation of the treatment

1. The invoices issued in accordance with the sections above contain the method and due date for fulfilling the payment obligation. The parties agree that, in case of default payment, the rate of interest

payable for the default payment shall be the interest rate specified in the Hungarian Civil Code. Payment shall be made in one of the forms accepted by the Service Provider including cash, debit card, credit card, a health insurance card issued by a contracted partner or other forms of payment.

2. The Service Provider hereby informs the Customer that any treatment commenced based on an approved Treatment Plan shall not be amended unless the treating physician agrees with such amendment. The Service Provider also informs the Customer that a treatment session may be cancelled at least 24 hours prior to the appointment. If a treatment session is not cancelled at least 24 hours prior to the appointment, then the Service Provider shall charge the Customer a cancellation administration fee of HUF 10,000 on the invoice to be issued for the next treatment session.

VII. Data processing, data protection, notices

1. The Customer agrees that the Service Provider may, in accordance with the applicable legal regulations, handle and maintain any and all health-related information concerning the Customer either made available by the Customer or recorded during the service(s) provided and the information suitable for personally identifying the Customer. Also, the Customer agrees that the Service Provider may handle and maintain as business secret any other data not specified in the previous sentence. In addition, the Customer agrees that the Service Provider may use, for scientific and research purposes, any data and experience of solely medical nature relating to the therapy given to the Customer. For any other cases, the provisions contained in the separate Statement of Consent regarding Data Protection shall apply.

2. If any information and/or data indicated on the Dental Anamnesis Sheet signed by the Customer and attached to the ISA with regards to the health condition of the Customer, is required for selecting the content of dental services and therapies, then the Customer declares that such information and/or data is complete and agrees that the Customer shall notify the Service Provider of any change to such information and/or data occurring during the period of the treatment.

3. The Customer acknowledges and not raise any objection against the fact that, for safety reasons, external security cameras operating at the dentist office of the Service Provider may record sounds, pictures and/or motion pictures. However, the Service Provider shall be entitled to present such recordings only to police authorities and only when it is required. In recording such sounds, pictures and/or motion pictures, the Service Provider shall comply with the then-current legal regulations applicable to sound, picture and/or motion picture recording and to data protection.

4. The Customer agrees that the Service Provider records the contact information of the Customer in the Service Provider's database for the purpose of being able to inform the Customer of treatment appointments or any change therein. The Service Provider shall not disclose any such information of the Customer to any third party.

5. The Service Provider shall post the Notice about Patients' Rights (i.e. the contact information of the for patients' rights representative) at a conspicuous place in the dentist office operated by the Service Provider.

6. For any damages caused by the Service Provider, the Service Provider shall be liable in accordance with then-current civil law rules and then-current professional and liability insurance rules. The disclaimer for liability is included in the notice titled "*Conditions for the guarantee offered by Clinident Dental Centre*".

VIII. Other provisions

1. By signing the ISA and the Treatment Plan, the Customer declares to have read the provisions in

these GTC and agrees that the Customer may raise objection only prior to commencement of the treatment (by refusing to undergo the treatment, for example). By undergoing the treatment, the Customer patient acknowledges that the legal relationship between the parties shall be governed by these GTC and the ISA and that the Customer shall not raise any objection against the content of these GTC and of the particular ISA.

2. These GTC and the ISA shall together constitute the contractual agreement between the contracting parties.

3. For any matters not regulated in these GTC or the ISA, the Hungarian law, including in particular the provisions in the Hungarian Civil Code and the provisions of other legal regulations concerning healthcare and healthcare services, shall apply.

4. If any legal dispute arises from or in connection with these GTC, the Central District Court of Buda (Budai Központi Kerületi Bíróság) shall have exclusive jurisdiction for resolving such legal dispute.

5. The Service Provider shall have the right to unilaterally amend these GTC at any time. Such amendments mainly occur when legal regulations and/or professional specifications change.

Effective from: 1 January, 2017

For Clinident Kft.
acting as the Service Provider:
Dr. Péter Czigler