

ANNEX NO. 1 OF THE CONTRACT ON PERSONAL MANAGEMENT SERVICES No. []: General Contractual Terms and Conditions for Provision of Personal Management

PREAMBLE

- A. Company **Poliklinika Váš Lekár, s.r.o.**, with registered seat at Mlynské nivy 18890/5, Bratislava – city district Ružinov, the Slovak Republic, Company ID No.: 54 856 221, registered with Commercial Registry of the Municipal Court Bratislava III, Section Sro, Insert No. 164255/B (hereinafter as the “**Provider**”) is provider of personal management services directly related to the provision of health care services by the business company **Ambulancie Poliklinika Váš Lekár, s.r.o.**, with its registered seat at Mlynské nivy 18890/5, Bratislava – city district Ružinov, Slovak Republic, Company ID No.: 55 548 202 and the business company **Váš Lekár ambulancie, s.r.o.**, with its registered office at Mlynské nivy 18890/5, Bratislava – city district Ružinov, Slovak Republic, ID No.: 54 712 653 and other contractual partners of the Provider forming Network (hereinafter as the “**Partner**”)
- B. Personal management services are above-standard additional services, the aim of which is to ensure that the provision of health care by the Provider's Partners is as efficient, comfortable and time-saving as possible for the Clients.
- C. A client is natural person interested in receiving personal management services by the Provider (hereinafter as the “**Client**”) If the Client is a minor, it is represented by its legal representative.
- D. General contractual terms and conditions of provision of personal management services regulate mutual right and obligations between the Provider and the Client during provision of personal management services (hereinafter as the “**Contractual Terms and Conditions**”).

Article 1 Definitions

- 1.1. Each and every terms beginning with capital letter not defined above shall have following meaning herein:
- a) **Additional Services** are Personal Management services provided to the Client in addition to the ordered and paid for Personal Management Programme based on individual Order of the Client and for Remuneration pursuant to the Price List;
 - b) **ADR Act** is act No. 391/2015 on Alternative Consumer Dispute Resolutions and on amendment and supplement of certain acts, as amended;
 - c) **Booking System** is a part of the www.vaslekar.sk web portal through which the Clients can book Personal Management services;
 - d) **Civil Code** is the Act No. 40/1964, Civil Code, as amended;
 - e) **Client's Bank Account** is the Client's bank account (or its bank card) used by Client to pay the Remuneration;
 - f) **Client's E-mail Address** is an -address the Client stated in the Order;
 - g) **Client Zone** is part of website www.vaslekar.sk accessible only to Clients to which the Provider renders Personal Management services in extent depending on the respective Personal Management Programme (or valid Additional Services); The **GDPR** is Regulation (EU) 2016/679 of the European Parliament and of the Council of 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, and repealing Directive 95/46/EC (General Data Protection Regulation);
 - h) **Collaborating Companies** are the companies that provide certain Personal Management services for the Provider, in particular (i) the business company **Váš Lekár, s.r.o.**, with its registered office at Mlynské nivy 5, Bratislava – mestská časť Ružinov 821 09, Slovak Republic, ID No.: 45 263 230; and (ii) the business company **Lekáreň Váš Lekár, s.r.o.**, with its registered office at Mlynské nivy 18890/5, Bratislava – mestská časť Ružinov 821 09, Slovak Republic: ID No.: 54 925 401 and the companies they control;
 - i) **Consumer Protection Act** is Act No. 250/2007 on Consumer Protection and on amendment of Act of Slovak Parliament No. 372/1990 on Offences, as amended;

- j) **Complaint** is the process of claiming defects and deficiencies in accordance with the provisions of Article 7 hereof;
- k) **Distance Sales Act** is the Act No. 102/2014 on Consumer Protection in Relation to Sales of Goods or Provision of Services Based on Distance and Off-Premises Contracts and on amendment of certain laws;
- l) **Doctor's office** is any doctor's office of one of the Provider's Partners providing health care under licence issued by respective authority under the Health Care Providers Act;
- m) **Employee Benefit** is a benefit provided to the Client by its employer in a form of: (i) provision of financial aid to pay Personal Management services provided by the Provider or (ii) ensuring discounted price for Personal management services.
- n) **Examination** is an individual medical procedure, which is a comprehensive activity of the Partner's medical staff covered by public health insurance or charged in accordance with the Partner's price list;
- o) **Force Majeure** represents circumstances under provisions of Article 7, section 7.1 and section 11.1. of the Contractual Terms and Conditions;
- p) **Health Care Act** is the Act No. 576/2004 on Health Care and Services Related to Provision of Health Care and on amendment and supplement of certain acts;
- q) **Network** is a network of doctor's offices of the Provider's Partners providing health care; current list of the Partners belonging to the Network is accessible on website www.vaslekar.sk;
- r) **Order** is an order of the Personal Management services by the Client pursuant to the provisions of Article 3 of the Contract and Article 5 hereof issued by filling an electronic form in the Provider's Booking System, the subject of which may be any of the Personal Management Programmes or some Additional Services;
- s) **Order Confirmation** is confirmation of submission of and payment for the Order which, following its processing, shall be sent by the Provider on the Client's e-mail together with Order summary and invoice;
- t) **Payment Gateway** is a means of payment used to pay the Remuneration to the Provider;
- u) **Personal Management** is an aggregate of paid premium services provided to the Client;
- v) **Personal Management Programme** is one of the Personal Management services packages, which differ in content of the Personal Management services and/or in duration of the services provided, an overview of which is available on the website www.vaslekar.sk;
- w) **Price List** is price list of the Personal Management services of the Provider published on www.vaslekar.sk within 08 January 2024; each and every individual Order is subject to the Price List valid at the time it was made;
- x) **Privacy Policy** are conditions of personal data protection regarding personal data provided to the Provider that are available on website www.vaslekar.sk;
- y) **Remuneration** is a price for provision of Personal Management services agreed upon in Article 3 of the Contract;
- z) **VAT** is value added tax under the Act No.222/2004 on value added tax, as amended.

Article 2 Subject-Matter

- 2.1. This Contractual Terms and Conditions complement the contractual relationship between the Provider and the Client based on the Contract. This Contractual Terms and Conditions are an integral part of the Contract and are governed by the provisions of the generally binding legal regulations of the Slovak Republic applicable to this contractual relationship. This Contractual Terms and Conditions apply in their full extent also to individual Orders.

Article 3 Personal Management Services

- 3.1. The Personal Management is a set of paid extra services provided by the Provider to the Client in connection with the provision of health care to the Client by the Partners in the Network.
- 3.2. The Provider provides different levels of Personal Management, differing in the scope of Personal Management services provided and/or in the duration of the services provided. Personal Management services are mainly provided in Personal Management Programmes or as Additional Services. Full details of all Personal Management Programs and/or Additional Services are also advertised on the www.vaslekar.sk website.

- 3.3. The Provider represents that the provision of Personal Management services is not the provision of health care, but rather provision of services directly related to the provision of health care by the Partners. The provision of Personal Management services is not part of a health care practice within the meaning of the provisions of the Health Care Act, nor is it a service within the meaning of Article 13 of the Health Care Act. The services provided under Personal Management do not include making an appointment of the patient at the Partner for a specific date and time, this service is provided by the respective Partner free of charge as part of the provision of health care if it is covered by public health insurance. Personal Management services are premium additional services of the Provider and not the Partner.
- 3.4. The **Health Care** and services related to the provision of health care to Clients within the meaning of Article 13 of the Health Care Act are provided to Clients by the relevant Partners on the basis of a permit issued by a competent authority under applicable law. The provision of the Health Care by the Partner forms a separate relationship between the Partner and the Client within the meaning of the provisions of Article 12 of the Health Care Act.
- 3.5. The Client represents that they are aware that an appointment for an Examination with one of the Partners is not subject to the conclusion of the Contract and that they are aware of the possibility to make an appointment for an Examination directly with the Partner free of charge, according to the terms and conditions of the respective Partner. The Provider is in no way responsible for the possibility of making an appointment with the Partner free of charge.
- 3.6. However, making an appointment free of charge for an Examination directly with a Partner does not include Personal Management services and is not part of Personal Management.
- 3.7. The Client also represents that, despite the possibility of a free appointment for an Examination directly with the Partners, of which they have been informed, they are interested in taking the opportunity to use the paid services of Personal Management provided by the Provider.
- 3.8. As Personal Management services are additional services to the health care provided to the Client by any of the Partners, they are provided solely on the basis of individual Orders of the Client, either within the Personal Management Programme or as Additional Services. The Personal Management services consist, among other things, in operating the administrative background enabling the provision of Personal Management services when requested by the Client. The Remuneration is therefore agreed as a lump sum Payment and the Client is obliged to pay it irrespective of whether and to what extent the Client uses the particular Personal Management services.
- 3.9. The degree of use of Personal Management services is different for each Client and depends on the need for health care; it is not possible to determine its partial value in money, neither according to the duration of the provision of Personal Management services nor according to the value of individual services.
- 3.10. The Personal Management services comprise in particular the following activities of the Provider:
- a) operating and providing the availability of a private call centre, through which it receives Clients' requests for health care during business hours and ensures their processing by the Partner;
 - b) searching for a Partner who is able to provide the Client the requested health care in the fastest and most efficient manner based on the nature of the individual Client's health care requests;
 - c) booking of available appointments for the provision of health care with the Partners based on the nature of individual requests of the Client;
 - d) ordering provision of health care according to the capacity and time possibilities of the specific Partners on behalf of the Clients;
 - e) arranging consultations on health problems for Clients and, based on the results of the consultations, arranging further steps in solving the Client's health problems, including the provision of special health care;
 - f) maintaining the Client Zone;
 - g) other activities according to the specific content of the Personal Management Programmes or Additional Services.

The Client acknowledges that, at any time, the Provider has right to change the content of the Personal Management services offered by the Provider.

- 3.11. The Client understands that Personal Management services are not covered by the public health insurance. The Provider provides the Personal Management services only to its Clients.
- 3.12. The Client also acknowledges and unconditionally accepts that the Provider cannot and is not responsible for the professional specialisation of individual Partners or whether any of them cancels or changes its authorisation to provide health care, i.e. changes its specialisation or ceases to operate, therefore such circumstance cannot be considered as a breach of the Contract or defective performance on the part of the Provider. In relation to the above, the Client acknowledges that the placement of the Partners in the Network may change over time, even without the Client's consent. The Provider is also not liable if any of the Partners fails to comply with the conditions agreed by the Provider (e.g. fails to keep the booked time of the examination).

Article 4 Client's data

- 4.1. The Client is obliged to provide the Provider all data necessary for proper provision of the Personal Management services.
- 4.2. If the Client has not provided the Provider all the necessary data at the conclusion of the Contract, the Client is obliged to notify the Provider thereof **within five business days** from the conclusion of the Contract at the latest. At any time, the Provider may ask the Client to complete the data, if necessary.
- 4.3. The Client is obliged to notify the Provider of any change in the submitted data within 10 business days from their change. The Client acknowledges and accepts that in order to keep the data in the databases up-to-date and correct, the Provider is entitled to disclose the updated data also to the Partners from whom the Client has received or is receiving health care.

Article 5 Order

- 5.1. The Order can be made by the Client through the Booking System maintained by the Provider, or in person at one of the Doctor's office belonging to the Network, by e-mail or by phone.
- 5.2. **[Order via the Booking System]** In case of placing the Order via the Booking System, the Client can create the Order by duly filling in the booking form in the Booking System.
- 5.3. The Client is obliged to provide in the Order all data required by the Provider, in particular (i) name and surname, (ii) birth number (if assigned) and date of birth, (iii) address of permanent residence, (iv) information about the health insurance company in which the Client is insured, (v) contact information. In case of participation of the Client's employer in the payment of the Remuneration, the Client shall also indicate the manner of the employer's participation in the payment of the Remuneration. The Client acknowledges that the Provider presumes the data provided in the Order are correct, complete and true and the filling in all required data is a condition for proper and full completion of the Order.
- 5.4. The Client acknowledges that before successfully completing and submitting the Order, the Client may consent to processing of the personal data for marketing purposes or for another specific purpose.
- 5.5. For the Employee Benefit to be used, the Client must select this option in the order form. In such a case, the Provider will verify the Client's eligibility for a particular Employee Benefit and if the verification finds the Client eligible for a particular Employee Benefit, the amount of the Remuneration to be paid by the Client will be adjusted.
- 5.6. The Client sends the order by clicking on the "Order with the obligation to pay" button.
- 5.7. The Client will then be redirected to the Payment Gateway and is obliged to pay the Remuneration (or its reduced amount if the Employee Benefit is claimed) in accordance with the provisions of Article 7 hereof.
- 5.8. The Client agrees with the conclusion of the Contract remotely; whereas the costs incurred by the Client in connection with the conclusion of the Contract remotely or its fulfilment (e.g. costs of internet calls or phone calls) shall be borne by the Client itself. The cost of phone calls should be subject to standard rates.
- 5.9. Before submitting the Order via the Booking System, the Client has the opportunity to check and change the data entered in the Order and the selections made during the creation of the Order.
- 5.10. **[Order by other means]** If the Client places the Order in person, they are obliged to provide information specified in subsection (i) to (v) of section 5.3. hereof. The Provider (or the Provider's or Partner's personnel) will

complete the Order for the Client in the Booking System; the Client shall pay the Remuneration in cash or by bank card (if applicable).

- 5.11. If the Client places an Order by e-mail or by phone, they are obliged to provide the information set out in subsection (i) to (v) of section 5.3. hereof. The Provider (or the Provider's or Partner's personnel), taking into account the provided data, will send the Client to their e-mail address a link through which they can complete the Order in the Booking System. The provisions of sections 5.2. to 5.9. of this Article hereof shall apply as appropriate.
- 5.12. **[Order Confirmation]** After processing the Order (made by any means), the Provider shall send to the Client's the Order Confirmation via e-mail address together with the invoice (however, until 08 January 2024 with the advance invoice). The Order Confirmation will also contain information about the due date of the Remuneration or information that the Remuneration has already been paid by the Client.
- 5.13. **[Incorrect data in the Order]** If the Client demonstrably provides incorrect, inaccurate or incomplete data in the Order, the Provider shall have the right to immediately withdraw from the Order, of which the Provider shall immediately inform the Client. If the Client provides incorrect, inaccurate or incomplete information in relation to the claimed Employee Benefit, or claims the Employee Benefit improperly, the Provider may discuss with the Client the Client's payment of the Remuneration up to the correct amount, in which case the Provider may accept such Order.
- 5.14. **[Withdrawal from the Order]** Both the Client and the Provider may withdraw from any Order for the same reasons and in the same manner as provided in Article 5 sections 5.2 to 5.6 of the Contract regarding withdrawal from the Contract.
- 5.15. The Client's right to withdraw from the Order expires if, as part of the Order, the Client consents to the commencement of the provision of Personal Management services prior to expiry of the 14 day withdrawal period; such consent may be given either (i) by selecting a check box in case of the Order via the Booking System, or (ii) in the form of a separate written consent. If the Client does not provide such consent, the Provider shall begin to provide Personal Management services to the Client only after the expiration of this 14-day period.

Article 6 Client Zone

- 6.1. The Client Zone is a part of the web interface www.vaslekar.sk that is accessible only to Clients to whom the Provider provides Personal Management services, to the extent corresponding to the applicable Personal Management Programme (or valid Additional Services). The Client Zone is going to be launched on 01 November 2023.
- 6.2. The Client Zone will contain mainly an overview of the services ordered by the Client from the Provider that were (or are) provided by the Provider, as well as an overview of the Client's data recorded by the Partners.
- 6.3. The Client will gain access to the Client Zone upon successful completion of the Order (regardless of how the Order was placed). The access data to the Client Zone will be sent to the Client after the placement of the first Order in the form of an authentication link allowing the first access to the Client Zone, where the Client chooses their own password.
- 6.4. When using the Client Zone, the Client is obliged to protect the login data and personal data from misuse and unauthorized access, to take care of the security of information systems (i.e. to log in to the Client Zone via secure networks, to choose more complex passwords, to change them regularly and not to disclose them). In this regard, the Client is obliged to immediately notify the Provider of any misuse, loss, disclosure or theft of access data to the Client's account or unauthorised access to the Client Zone by a third party.
- 6.5. The Client also acknowledges that the Provider may cancel the Client's account should the Client seriously or repeatedly violate (or continues to violate) the terms and conditions or rules of use of the Client's account set forth in the Contract or herein. The Client may cancel their Client's account at any time and without giving any reason by sending a request to the Provider's e-mail address.
- 6.6. **[Cancellation of access to the Client Zone]** The access to the Client Zone will expire 3 months after the termination of the Contract; during this period, the Client may export all of the data from the Client Zone on their own or in cooperation with the Provider.

- 6.7. **[Client Zone Terms of Use]** Detailed Client Zone Terms of Use will be published separately on the website www.vaslekar.sk.
- 6.8. **[Operator of the Client Zone]** The Operator of the Client Zone in the Patient Card and Online Ordering section is the Provider. These parts of the Client Zone contain an overview of the services provided to the Client and also the overview of the Client's Data registered in the Provider's Database. The Client Zone also contains the Health Documentation section, which is operated by the Partners as the healthcare providers for the protection of Client's personal data.
- 6.9. **[Disclosure of the Health Documentation]** In the Health Documentation section of the Client Zone, information from the health documentation may also be made available to the Client in the electronic form, based on the provisions of Section 25 of the Health Care Act.

Article 7 Remunerations and Payment Conditions

- 7.1. The amount of the Remuneration shall be determined under Article 3 hereof by a separate agreement of the Parties in accordance with the Price List for Personal Management services.
- 7.2. The Client is obliged to pay the Provider the Remuneration in the amount corresponding to the ordered Personal Management Programme or the ordered Additional Services in advance (i.e. before its actual provision).
- 7.3. In case of the Order via the Booking System, the Client shall pay the Remuneration by cashless payment with the Client's bank card via the Payment Gateway, to which the Client will be redirected after submitting the Order. After successful payment, the Client will be automatically redirected back to the web interface maintained by the Provider.
- 7.4. In case of the Order placed in person, the Client shall pay the Remuneration in cash or by bank card (if applicable) directly at the Provider's premises. In case of the Order made by e-mail or by phone, the Client shall pay the Remuneration according to the invoice (or advance invoice) received together with the Order Confirmation to the Client's e-mail address.
- 7.5. The Remuneration (or its part to be paid by the Client) shall be deemed to be paid upon crediting the funds corresponding to the amount of the Remuneration to the Provider's bank account. Together with the Order Confirmation, the Provider shall send the Client an invoice (however, until 08 January 2024, an advance invoice) confirming the payment of the Consideration (or its part, which should have been paid by the Client).
- 7.6. For Clients who placed Orders prior to 08 January 2024, the Provider shall promptly deliver an invoice confirming payment made by the Client according to previously delivered advance invoice. In relation to the Orders placed after 08 January 2024, the Provider will deliver an invoice to Clients without undue delay after payment of the Remuneration.
- 7.7. In case of the Order via the Booking System, should the Client not pay the Remuneration (or its reduced amount due to the Employee Benefit) immediately after the Order is sent and the Client is being redirected to the Payment Gateway (until the payment period of the Payment Gateway expires), the Order shall be automatically cancelled and the Provider shall be deemed not to have accepted the Order.
- 7.8. In case of the Order by means other than through the Booking System, should the Client fail to pay the Remuneration (possibly reduced due to the Employee Benefit) by the maturity date specified in the advance invoice, the Order shall be terminated and the Provider shall be deemed not to have accepted the Order.
- 7.9. The Remuneration may be paid in part or in full on behalf of the Client by its employer cooperating with the Provider, or due to cooperation of the Client's employer and the Provider may be the Client awarded discount for Personal Management services. In such a case, the Client must select the Employee Benefit option when placing the Order.
- 7.10. The Client agrees that the Provider is entitled to issue invoices (including their attachments) in electronic form and send them to the Client to the address specified by the Client in the Order. The Client is obliged to immediately inform the Provider in writing of any change that affects their mutual communication via electronic means (in particular, a change in the Client's e-mail address for sending electronic invoices). The Provider shall be liable for neither any corruption or incompleteness of data caused by a malfunction during delivery via the

Internet, nor for any damage caused by a poor quality connection nor for any damage caused by any inability of the Client to connect to the Internet.

- 7.11. If the Order is for a Personal Management Programme, the delivery date of the service shall be the first day of validity of the selected Personal Management Programme, if the Programme has limited duration. If the Order is for the Personal Management Programme not limited by time or Additional Services, the date of delivery shall be the date of the Order Confirmation by the Provider.
- 7.12. The Parties agreed that the Provider shall not be obligated to provide Personal Management services to the Client pursuant to the ordered Personal Management Programme until the Client pays the Provider the Remuneration in full extent they are obliged to pay. Thus, the Provider shall not be in default with the provision of Personal Management services, even if the Personal Management Programme has already entered into force according to the Client's Order.
- 7.13. **[Claiming the Employee Benefit ensuring a discounted price]** The Parties agreed that if the Client's employer provides the Client with an Employee Benefit ensuring a discounted price for Personal Management services, the Client may exercise this Employee Benefit by notifying the Provider of this fact in the Order, together with the specific code provided to the Client by the employer. The Provider shall verify whether the Client's employer is a contractual partner of the Provider and whether and to what extent the employer provides the Employee Benefit consisting in the provision of a discounted price for Personal Management services.
- 7.14. If the verification results in a determination that the Client's employer provides the Client with an Employee Benefit ensuring a discounted price for Personal Management services, the Client shall, in respect to this Order, pay to the Provider the Remuneration corresponding to the discounted price under the Employee Benefit provided. This shall be without prejudice to the provisions of section 7.12 hereof.
- 7.15. **[Claiming the Employee Benefit ensuring payment of the Remuneration or its part]** The Parties agreed that if the Client's employer provides the Client with the Employee Benefit consisting in the payment of the Remuneration or a its part, the Client may claim this Employee Benefit by notifying the Provider of this fact in the Order, together with the specific code provided to the Client by the employer. The Provider shall verify whether the Client's employer is a contractual partner of the Provider and whether and to what extent the employer provides the Client with the Employee Benefit ensuring payment of the Remuneration or a its part.
- 7.16. If the verification results in a determination that the Client's employer provides the Client with the Employee Benefit ensuring payment of part of the Remuneration, the Client shall, in respect to this Order, pay to the Provider the Remuneration corresponding to the price deducted by the price paid by the employer. This shall be without prejudice to the provisions of section 7.12 hereof.
- 7.17. If the verification results in a determination that the Client's employer provides the Client with the Employee Benefit ensuring payment of the Remuneration in full, the Client is not obliged to pay the Remuneration to the Provider in respect to this Order. The provision of section 7.12 hereof shall be used as applicable.
- 7.18. In case of a justified Claim accepted by the Provider in accordance with Article 9 hereof, on the basis of which the Client is entitled to a refund of the Remuneration (or its part), or in case the Client is entitled to a refund of the Remuneration (or its part) under the Contractual Terms and Conditions, the Remuneration shall be refunded to the Client **within seven days** from the confirmation of the legitimacy of the Claim by the Provider, or from the moment of the right to a refund of the Remuneration according to the Contractual Terms and Conditions was established, to the Client's bank account.
- 7.19. If the Client is entitled to a refund of the Remuneration (or its part) and the Remuneration has been paid by the Client's employer on behalf of the Client, the Remuneration (or its part) will be refunded to the employer. If the Remuneration has been paid jointly by the Client and the employer, part of the returned Remuneration (or its part) will be returned to the Client and part to the employer, to the extent to which they participated in the payment of the Remuneration.
- 7.20. The Provider represents that the Remuneration includes all its costs necessary to fulfil the obligations under the Contract.
- 7.21. The Parties agreed that the amount of the Remuneration determined in accordance with the provisions of Article 3 of the Contract and this Article hereof shall be without VAT. If the Provider is (or becomes in the future)

a VAT payer, the invoiced Remuneration will be increased by VAT according to the legislation valid and effective at the time of invoicing.

Article 8 Contract Durations

- 8.1. **[Withdrawal from the Contract]** The withdrawal from the Contract must always contain the identification data of the withdrawing Party (in case of the Client, in particular the name, surname and permanent address), and the Contract number. The notice of withdrawal from the Contract must be executed in writing. The Withdrawal from the Contract is effective on the date of delivery of the notice of withdrawal from the Contract to the other party. The Client may withdraw from the Contract using the sample form attached as **Annex 3** to the Contract.
- 8.2. **[Revocation]** Either Party may revoke the Contract, even without stating a reason. The Revocation must be executed in writing. The termination period shall be three months and shall commence on the first day of the month following the month in which the notice is delivered to the other Party.
- 8.3. Should either Party revoke the Contract, the Contract shall be terminate on the expiry of the termination period. However, the Parties expressly agree that the termination of the Contract shall not affect partial relationships established by the individual Personal Management Programme Orders, they shall continue until the expiration of the individual Personal Management Programme ordered. No further Orders may be placed after revocation of the Contract, however, the Orders placed prior to the lapse of the termination period shall continue to be governed by the provisions of the Contract.
- 8.4. **[Impossibility to return performance]** The Parties agreed that in the event of premature termination of the Contract, they will not return the mutually provided performance; this agreement of the Parties shall also apply to all Orders of the Client. In case of premature termination of the Contract, the Client shall not be obliged to reimburse the Provider for the services already enjoyed and the Provider shall not be obliged to reimburse the Client for the Remuneration already paid.

Article 9 Complaint

- 9.1. The rights and obligations of the Parties regarding rights arising from defective performance shall be governed by the relevant generally binding legislation, in particular the provisions of the Civil Code and the provisions of the Consumer Protection Act. For this purpose, the Provider has adopted the following complaint procedure.
- 9.2. The Provider shall be responsible for ensuring that the Personal Management services provided by the Provider meet the quality requirements for the Personal Management services offered, appropriate to the nature of the Personal Management services, and that they meet the quality standards and legislative requirements.
- 9.3. The Client is entitled to complain about defects and deficiencies relating in particular to:
 - a) the quality of the Personal Management services provided;
 - b) the Remuneration, if the Client reasonably believes that the Remuneration does not correspond to the Price List;
 - c) failure to provide the Personal Management services properly and in a timely manner due to reasons on the Provider's side.
- 9.4. The Client acknowledges that, except in cases specifically provided for in the Contractual Terms and Conditions, the Client is not entitled to complain about defects in provided Personal Management services if **(i)** the Personal Management services were provided not at all or improperly, not in a timely manner and not in the required quality for reasons for which the Provider is not responsible, i.e. due to objective obstacle in provision of the Personal management services **(ii)** the failure to provide the Personal Management services or the failure to provide the Personal Management services properly, in a timely manner and in the required quality due to reasons on the side of the Client or a third party, **(iii)** the Client failed to comply with and/or violated the Contractual Terms and Conditions and/or the instructions of the Provider or its personnel, as the case may be, **(iv)** the Client provided incorrect, incomplete or misleading information in the booking and the Order, **(v)** a circumstance excluding the Provider's liability has occurred and/or a decision has been issued by a governmental authority or a competent public authority due to which the Personal Management services cannot be provided at all or properly, in a timely manner and in the required quality.

- 9.5. The Client is obliged to submit Complaint regarding defects and deficiencies within the meaning of this Article hereof without undue delay after being able to detect them when acting with due diligence, but **within 30 days** from the date of provision of the Personal Management services at the latest, otherwise the Client's right to notify the Provider of the defects and deficiencies shall expire. The Provider is obliged to confirm submission of the Complaint by sending the confirmation to the Client immediately after the Complaint has been submitted.
- 9.6. The Client may notify the Provider of the defects within the meaning of section 9.3. either in writing by sending it to the address of the Provider's registered seat or by e-mail. In the Complaint, the Client shall:
- state their contact information;
 - describe the defect and deficiency in provision of the Personal Management services in detail;
 - attach evidence proving their claim, if applicable.
- 9.7. The Provider or its authorised personnel (or other designated person) is obliged to inform the Client of his rights related to submission of the Complaint within the scope of the Civil Code and the Consumer Protection Act, and based on the Client's decision which of these rights they wish to exercise, the Provider shall determine the method of handling the Complaint immediately, in complex cases **within three business days** after receipt of the Client's decision at the latest and in justified cases due to the scope and severity **within 30 days** after receipt of the Client's decision at the latest. In case:
- the Complaint is made regarding remediable defect of the Personal Management service, the Client is entitled to request the Provider to rectify the defect in timely and proper manner and free of charge or to provide appropriate discount from the Remuneration;
 - the Complaint is made regarding irremediable defect of the Personal Management service, the Client is entitled to request the Provider to provide the Personal Management services free of charge or to withdraw from the Contract and have the Remuneration refunded;
 - The Complaint is made regarding recurring remediable defect or more defects, the Client has right to request the Provider to provide appropriate discount from the Remuneration or to withdraw from the Contract.
- 9.8. The Provider is obliged to provide the Client a written proof of processing of the Complaint within the time limit for processing the Complaint.
- 9.9. The Client shall have no rights from defective performance in respect to defects or damages that arose after the provision of the Personal Management services in any way other than as a result of a breach of the Provider's obligations. The Provider shall inform the Client about the processing of the Complaint within the time period for the processing of the Complaint, in the same manner as the Complaint was submitted by the Client.

Article 10 Dispute Resolutions

- 10.1. The Parties undertake to use their best endeavours to settle all disputes arising out of or in connection with the Contract amicably.
- 10.2. The Client has the right to contact the Provider with a request for rectification if they are not satisfied with the handling of their Complaint by the Provider or if they believe that the Provider has violated their rights. If the Provider rejects such a request of the Client or if the Provider does not respond within 30 days from the date of sending the request, the Client is entitled to initiate an alternative dispute resolution in accordance with the ADR Act with an alternative dispute resolution entity from the List of ADR entities of the Ministry of Economy of the Slovak Republic. The Client may submit a motion in the manner specified in the provisions of Article 12 of the ADR Act; the Client may also use a form for the submission of the motion, a template of which is also available on the website of the Ministry of Economy of the Slovak Republic and on the website of each alternative dispute resolution entity. The possibility of bringing an action before the courts is not prejudiced.
- 10.3. The address for electronic submissions to the Slovak Trade Inspection is:
- Inšpektorát SOI pre Bratislavský kraj** (Slovak Trade Inspection Office for Bratislava region), Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava, odbor výkonu dozoru (department of supervision), e-mail: ba@soi.sk;
- And for alternative consumer dispute resolutions:

Slovenská obchodná inšpekcia (Slovak Trade Inspection), Bajkalská 21/A, 827 99 Bratislava 27, e-mail: ars@soi.sk, website : www.soi.sk.

- 10.4. The contact point under the Regulation on Online Dispute Resolution for Consumer Disputes is the European Consumer Centre Slovakia, with registered seat at Mlynské nivy 44/A, 827 15 Bratislava 212, the Slovak Republic, e-mail: eccnet_sk@ec.europa.eu, phone contact: +421 905 528 477.

Article 11 Force Majeure and Change in Circumstances

- 11.1. Circumstances which occur irrespective of the action and will of the Parties, are unavoidable and/or insurmountable and affect the performance of any of the Contracts, and could not reasonably have been foreseen at the time of conclusion of the Contract, shall be deemed to be Force Majeure circumstances.
- 11.2. The Force Majeure circumstances may include, but are not limited to, war or warlike situations, blockade, insurrection, rebellion, civil commotion, expropriation, seizure or nationalisation, blockade of transport routes, strike, environmental disasters, unusual floods, earthquake, drought or epidemic; on the contrary, the situation related to the spread of the SARS-CoV-2 (Covid-19) pandemic shall not be considered a Force Majeure event, but restrictions imposed by public authorities which will affect the performance of the Contract may be a manifestation of Force Majeure in this context.
- 11.3. Neither Party shall be liable for non-performance or defective or delayed performance of its obligations under the relevant Contract if caused by circumstances of Force Majeure on the part of the Party concerned.
- 11.4. Each Party shall promptly notify the other Party by e-mail of the occurrence of Force Majeure circumstances, their nature, expected effect on the performance of their obligations under the relevant Contract, and the expected duration of the Force Majeure, or expected end to the Force Majeure, if possible.
- 11.5. Each of the Parties shall use all reasonable endeavours to minimise any delay in the performance of the relevant Contract due to Force Majeure circumstances.
- 11.6. If, after the conclusion of the Contract, the circumstances preceding the conclusion of the Contract change to such an extent that its performance becomes more difficult for the Provider, in particular in the case of increased costs of performance for the Provider, the Provider shall have the right in relation to the Contract to seek renegotiation of the Contract with the Client, if (i) the change could not reasonably have been foreseen or excluded by the Provider and (ii) the change occurred after the conclusion of the Contract or became known to the Provider after the conclusion of the Contract. In such a case, the Provider shall be entitled to withdraw from the Contract.

Article 12 Communication and Delivery

- 12.1. Unless otherwise specified herein, any notices, requests and other documents or information addressed to the other Party or required by the Contractual Terms and Conditions and any other communication between the Parties shall be in the Slovak language and shall be delivered to the other Party by one of following ways:
- by e-mail to the e-mail address of the other Party within the meaning of the Contractual Terms and Conditions, if applicable, with a request for notification of delivery;
 - by registered mail with delivery note;
 - by a courier service that allows verification of delivery.
- 12.2. A mail sent in the aforesaid manner shall be deemed to be delivered to the Party to whom it is addressed:
- in case of delivery by e-mail, on the date of receipt of confirmation of successful delivery of the e-mail (or equivalent proof), or, if the message was not sent with a request for notification of delivery, upon expiry of the next day following the day when the message was sent;
 - in case of delivery by post, the date of receipt of the mail; if the Party to whom the mail is addressed fails or refuses to accept the mail or the message can not be delivered for another reason, the mail shall be deemed to have been delivered on the expiration of the tenth business day after the day on which the mail was sent;
 - in case of delivery by post, the date of receipt of the mail; if the Party to whom the mail is addressed fails or refuses to accept the mail or the mail can not be delivered for another reason, the mail shall be deemed to have been delivered on the expiration of the tenth business day after the day on which the mail was sent;

- 12.3. Where practical and possible taking into account the nature of the information to be delivered, the Parties may also communicate routine matters by other means, such as in person, by phone or by SMS. In case of communication via phone or in person, messages shall be deemed to be received immediately and in the case of communication via SMS the moment of delivery of the SMS to the receiving Party.
- 12.4. The Parties agreed that any communication regarding the modification or termination of the Contract must be delivered to the other Party in writing, either by registered mail with delivery confirmation, or by a courier service that allows verification of delivery.

Article 13 Provider's Contact Information

- 13.1. The Provider's contact information are as follows:
- Customer service phone number: **+421 940 40 90 70** ;
 - E-mail address: poliklinika@vaslekar.sk;
 - Website: www.vaslekar.sk.

Article 14 Final Provisions

- 14.1. The Parties agreed that if the relations established by the Contract contain a foreign element, they shall be governed by Slovak law. This is without prejudice to the Client's rights under generally binding legislation.
- 14.2. If any provision of the Contract (including the Contractual Terms and Conditions) is or becomes invalid or ineffective, the invalid provisions shall be replaced by provisions whose meaning is as close as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions of the Contract.
- 14.3. The Client acknowledges that all rights to the website www.vaslekar.sk, in particular the copyrights to the content, page layout, photographs, videos, graphics, trade marks, logos and other content and elements belong to the operator of the website. It is forbidden to copy, modify or otherwise use or interfere with the www.vaslekar.sk website or any of its parts without the permission of the copyright holder.
- 14.4. The Client agrees that the Provider is entitled to issue invoices (including their attachments) in electronic form and send them to the Client to the e-mail address provided by the Client in the Contract. The Client is obliged to immediately inform the Provider in writing of any change that affects mutual communication via electronic means (in particular, a change in the Client's e-mail address for sending electronic invoices). The Provider shall not be liable for damage or incompleteness of data caused by a malfunction during delivery via the Internet, for damage caused by a poor Internet connection quality or for damage caused by any inability of the Client to connect to the Internet. In the event of the Provider's delay in delivering the invoice to the Client, the Client shall not be in default with the payment of the respective invoiced services and the Provider shall not be entitled to any interest for late payment. The maturity date of the relevant invoice shall be postponed by the period of delay in the delivery of the invoices.
- 14.5. Liability for damages is governed by the provisions of the Civil Code. The Provider shall be liable for damages caused to the Client by the breach of the obligations under the Contract, but such liability shall be limited in relation to individual Orders to maximum of the amount of the Remuneration paid by the Client in relation to the Order affected by the breach of the obligations.
- 14.6. For avoidance of any doubt, the Client represents that they are aware that the Provider is not liable for any damages caused by any improper provision of health care by any of the Partners.
- 14.7. The Parties agreed that the Provider may change the Contractual Terms and Conditions without a special agreement with the Client, if they are in favour of the Client, or also in case of changes in legislation and legal acts; the Provider shall promptly inform the Client about the implementation of such changes by delivering a notice of change of the Contractual Terms and Conditions with a reference to their version published on the website www.vaslekar.sk. Changes to the Contractual Terms and Conditions as described above shall be effective for the Client upon delivery of the notice of the change.
- 14.8. The Provider is entitled to make unilateral changes to the Contractual Terms and Conditions even if they are to the detriment of the Client; however, the Provider is obliged to notify the Client of such changes in writing in advance, no later than 30 days prior to their effective date, which shall be specified in the notification, together

with a reference to their wording published on the website www.vaslekar.sk, or even by sending their wording to the Client's e-mail address. If the Client does not agree with the change of the Contractual Terms and Conditions, the Client shall have the right to withdraw from the Contract for this reason within 30 days of receipt of the notification of this change; if the Client does not withdraw from the Contract within this period or does not reach other agreement with the Provider, the Client shall be deemed to agree with the changed version of the Contractual Terms and Conditions upon the lapse of the period for withdrawing from the Contract.

The Contractual Terms and Conditions are effective as of 14 August 2023.