

Standard contract terms (SCT)

in reference to provide out-patient dental services and dental practice services

SERVICE PROVIDER:

Madenta Fogászati Központ Kft. (H-1075 Budapest Madách tér 7.). The Service Provider declares that possesses the professional, official, and operating licences and conditions necessary for providing the above mentioned services, and also possesses a liability insurance contract covering also the subcontractors acting on its behalf.

CLIENT:

The patient named in the specific service contract.

- 1) The parties stipulate the contents of the out-patient dental service(s) and the ordered related materials chosen by the Client according to the present STC's conditions and in the specific verbal, and written tender.
- 2) The Service Provider carries out service(s) with the assistance of dentists possessing suitable qualifications and expertise, qualified assistants, and subcontractors observing the professional provisions and legislations concerning the Service provider's activity; during the terms appointed by the competent dentist and the Client, the Service Provider provides the materials necessary for the dental technicians' work and other materials, which are essential for carrying out the treatments.
- 3) At the same time as the treatment starts the contracting parties agree that in order to provide the ordered services – in particular: in order to provide dental services, dental technical services, other special medical intervention, therapies, accommodation, or any other services required by the Client –, the Service Provider way as it is responsible for its own. The Service Provider also sells these intermediary services to the Client, but not necessarily at the same price.

PAYMENT FOR SERVICES:

- 4) The Service Provider informs the Clients about the prices and material costs of the services on its site and in its surgeries in printed form.
- 5) The single rates of the treatments which have already been carried out, the costs of the treatment related materials and the costs of the services provided by the subcontractors are documented and invoiced at the end of the actual treatments.
- 6) In case that there is no material used by the dental technicians, the price of the single treatments is payable directly after the actual treatment. Taking into consideration the current price list, also a lump sum might be levied.
- 7) In case of providing materials used by the dental technicians (prosthetic works), 100% of the prosthetic work (technical cost and dental work) is payable in advance
- 8) The prices and the material costs determined in the quotation are valid for 30 days, thereafter the Service Provider shall reserve the right to change them. Nevertheless, the prices envisaged in the quotation might be changed until the treatment is complete, as a consequence of the arising professional reasons during the treatment, for instance, unforeseen inventions, medical care.
- 9) On completion of the single treatments, with the signature of the invoice, the Client certify that the Service Provider completed its services, and issued the invoice.

TERMS OF PAYMENT:

- 10) The invoices, made out according to the above mentioned conditions, contain the method (cash, credit card, etc.) and the deadline of the payment liability's effect. The parties agree that in case of late payment, the amount of the interest for default is equivalent to the double of the central bank's current prime rate.
- 11) In case of payment in foreign currency, the transactions is made at the current purchase rate of the Service Provider's account holding bank.

DATA PROTECTION; INFORMATION:

- 12) The Client agrees that the Service Provider registers and treats the following under the law applicable:
 - the data provided by the Client, including identifying information
 - any other health results of the Client, recorded during the treatmentsThe Clients also agrees that any other data concerning them is treated by the Service Provider as business secret.
The Client also agrees that medication's details concerning them, which are exclusively related to medical aspect, might be used by the Service Provider for scientific, and research purposes.
- 13) The Client notes that the all the data and information concerning their health conditions, provided by the signed information sheet, called 'General anamnesis', are essential for defining the contents of dental services and therapy. Therefore, the Client declares that all the data and information provided are fully complete, and they are required to inform the Service Provider about any changes that occurs during the treatments.
- 14) The Client notes and does not oppose that, for safety reasons, in the Service Provider's surgeries phonograms, and/or videos can be made, and the Service Provider is entitled to submit these exclusively to police authorities in case of need.
- 15) The Client agrees that their contacts are recorded in the database of the Service Provider, so as the Service Provider is able to inform the Client about the scheduled terms of the treatment , the possible changes of the scheduled terms, or any other changes concerning the Client, or about the Service Provider's news (in the form of newsletters). The Service Provider undertakes to not disclose the Client's contacts to third parties.
- 16) The Service Provider post the handout on the patient's rights at the surgeries.
- 17) The Service Provider shall be liable to any damage caused.

PERIOD OF THE SPECIAL SERVICE CONTRACT:

- 18) Unless otherwise stated in the Special Service Contract, parties conclude for an unlimited period. Within this period, the single treatments, materials and subcontractors' services are ordered and carried out according to the conditions of this contract, according to the conditions fixed in the updated quotation.

OTHER PROVISIONS:

- 19) The Service Provider declares that the person signing the quotation is empowered to sign, and that the person for whom the services are intended, is legally capable. In case of treating incapacitated person, the treated person's legal representative is

considered to be the Client.

- 20) The Client, using services (implicitly accepting) and signing the quotation, admits that he is aware of the regulations of the present SCT.
- 21) The present STC, in conjunction with the General anamnesis, and the document entitled 'Informative and statement' contains the contractual parties' agreement.
- 22) The Service Provider's commitment liability related to the possible defective performances covers the faults or the destruction deriving from faulty materials that have been integrated.
- 23) The Service Provider's commitment liability does not cover, or the Service Provider shall be exempt from its commitment liability in the following cases:
 - the temporary solutions used during the ongoing treatment (temporary fillings, crowns, cementations, etc.)
 - fault or damage caused by accident, non-intended use or in case that is occurred as a result of an extreme effect of force
 - the fault or damage is the result of that the Client has not complied with the dentist's instructions
 - the Client's health damage, the fault or damage of the integrated materials caused by the Client's health damage, which is the result of the Client's lifestyle, bad habits (for instance, scrunch), or illness
 - the Client does not attend the control examination allotted by the dentist, or does not attend a check-up at least once in every half year
 - the Client's complaint is a complication arose as a possible result of the treatment, which is accepted by the dental profession. (For instance, the necessity of a root canal treatment after the filling or other treatment concerning the tooth.)
 - the Client did not use the suggested services, so the complaint arose as a consequence of an uncompleted treatment
 - the complaint is arisen as a result of the Client's insufficient oral hygiene, smoking, or as a result of the abuse of alcohol, drugs or medicines.
 - the Client's considerable weight loss or weight gain
 - having metabolic disorders (in particular, those of related to the bones), or any other serious illness
 - insufficient maintenance of prosthetics (crown, bridge, denture, etc.)
 - the Client uses dental services or dental technical services by another Service Provider during the treatment
 - having objections to the quality notified within the time limit specified, but the investigation and of the satisfaction of the complaint is not afforded by the Client, the Client does not attend at the surgery to participate in a check-up or in a treatment, or the prosthetics are not made available on request
 - The Service Provider's commitment liability does not cover the compensation for services provided by another Service Provider, neither the compensation for travel expenses.

The Service Provider's rights:

- In case that the Client provided delayed information, or in case of a medical reason, the Service Provider is entitled to modify the quotation. The Service Provider must inform the Client about these changes.
- The Service Provider is entitled to refuse the service providing in case of the Client's insufficient cooperation, if the Client's health conditions or mental

state has been changed, or in case that the Client does not meet debt obligations. In these cases, the Client is not entitled to require restitution.

The Client is entitled to cancel the treatment or modify the treatment's date one day prior to the treatment, free of charge. In case that the treatment is not cancelled or the treatment's date is not modified until the day prior to the treatment, or in case that the Client does not attend at the scheduled time, or they are in more than 15 minutes late, and are unable to officially account for their unavailability, they must pay 3000 HUF / 15 minutes for the period of availability.

- 24) Regarding the issues not regulated in present SCT are governed by the Hungarian law, in particular, the Civil Code, health legislation, and health services legislation.
- 25) In case of disputes, the Pest Central District Court is considered to be the competent authority exclusively, and regarding the adjudication, the Hungarian law is applicable.

Representing Madenta Fogászati Központ Kft.,

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Dr. Zsolt Tolnai
Executive director