

**General business terms and conditions**  
(hereinafter referred to as the “**Terms and Conditions**”)  
**of ProHealth, a.s., Digital Park II, Einsteinova 25, 851 01 Bratislava, Company ID No. (IČO)**  
**43 765 513**  
**governing provision of personal healthcare management services**

version 09122019

**I.**  
**Preamble**

1. ProHealth, a.s., Digital Park II, Einsteinova 25, 851 01 Bratislava, Company ID No. (IČO) 43 765 513, registered in the Company Register kept by the District Court of Bratislava I, Section Sa, Insert No. 4274/B (hereinafter referred to as “**ProHealth**”) is a legal entity duly established and existing in accordance with Slovak legislation which provides paid comprehensive healthcare management services to its Clients so that their health problems are treated at excellent medical facilities in the most efficient and time-saving manner for the Client.
2. For the purposes of the Terms and Conditions, the below-stated terms have the following meaning:
  - a) Network is composed of healthcare providers operating in the territory of the Slovak Republic who cooperate with ProHealth. Clients are provided Healthcare and services related to Healthcare provision in the Network in accordance with Act No. 576/2004 Coll. on Healthcare, services related to healthcare provision, and on amendments to certain acts, as amended (hereinafter referred to as “**Act No. 576/2004 Coll.**”).
  - b) **Provider** is any legal entity cooperating with ProHealth as a healthcare provider in accordance with a license issued by a competent body in accordance with Act No. 578/2004 Coll. on Healthcare providers, health professionals, professional organisations in healthcare, and on amendments to certain acts, as amended (hereinafter referred to as “**Act No. 578/2004 Coll.**”).
  - c) **Healthcare** is a set of work activities performed by health professionals including provision of medicaments, medical devices and dietetic foodstuff with the aim of prolonging the life of a natural person, increase the quality of their life and the healthy development of future generations; healthcare includes preventing, dispensing, diagnosing and treating. Clients are provided Healthcare on the basis of their request but only within the factual scope delimited by permissions for healthcare provision issued to individual operators of medical facilities of the Network.
  - d) Client is a person who has concluded a Contract with ProHealth.
  - e) Legal relationship of Healthcare is a legal relationship between the Client and a particular Provider which is established between them on the basis of the provisions of § 12 of Act No. 576/2004.
  - f) Contract is a contract on provision of services and on management related to healthcare provision concluded between ProHealth and the Client in which ProHealth has undertaken to perform comprehensive management of Healthcare services and services related to Healthcare provision for the Client in accordance with the Client’s preferences, wishes and needs.
3. The purpose of the Terms and Conditions is a more detailed regulation of rights and obligations between ProHealth and the Client within the relationship established between them by the Contract.

**II.**  
**Performance of activities by ProHealth**

1. ProHealth performs comprehensive management of Healthcare services and services related to Healthcare provision for the Client within the Network, namely:

- a) receive Clients' requests for Healthcare provision 24/7;
- b) based on the nature of Clients' requests as referred to in a) above, look for a medical facility which is able to provide relevant Healthcare to the Client as quickly and as efficiently as possible;
- c) based on the nature of Clients' requests, book available appointments for Healthcare provision in available medical facilities of the Network;
- d) make orders on behalf of Clients for Healthcare provision at medical facilities of the Network selected by the Clients depending on the available time and capacities of the medical facility of the Network selected by the Client;
- e) arrange prior as well as subsequent consultations regarding health problems for Clients and, on the basis of the outcomes of such consultations, arrange the subsequent steps necessary for treatment of the health problems including provision of special Healthcare.

For the purposes of the legal relationship between ProHealth and the Client, comprehensive management of Healthcare services and services related to Healthcare provision for the Client within the Network shall also be referred to as "Personal Care". The scope of Personal Care provided to an individual Client depends on the Personal Care programme selected by the Client from the current offer of ProHealth Personal Care programmes.

2. When providing Personal Care to the Client, ProHealth is obliged to act with professional diligence. ProHealth is obliged to perform Personal Care in accordance with the Client's instructions and interests which ProHealth knows or needs to know. ProHealth is obliged to inform the Client of all circumstances which it has discovered while performing its obligations under the Contract and which may lead to a change in the Client's instructions.
3. ProHealth may deviate from the Client's instructions only when it is urgently necessary in the interest of the Client and ProHealth cannot obtain the Client's consent in due time. However, ProHealth shall not deviate from instructions if it is prohibited from doing so under the Contract or by the Client.
4. ProHealth is entitled to perform obligations resulting from the Contract also through a third person even without the Client's special consent, while in such case ProHealth shall be liable to the Client as if performing the obligations itself.
5. The Client is obliged to provide ProHealth with all things and information necessary for provision of Personal Care in due time, unless it results from their nature that they should be obtained by ProHealth.
6. If arrangement of any issue requires performance of legal acts on behalf of the Client, the Client is obliged to issue a necessary written letter of attorney for ProHealth immediately after being requested to do so by ProHealth. If the Client has failed to issue the necessary written letter of attorney for ProHealth although requested to do so by ProHealth, ProHealth shall not be liable for any inability to perform its obligation resulting from the Contract if the letter of attorney was necessary for the purposes of performance of ProHealth's obligation.

### **III. Remuneration**

1. ProHealth performs Personal Care activities for the Client for remuneration.
2. The amount of the remuneration shall be determined based on agreement of the contracting parties under Act No. 18/1996 Coll. on Prices, as amended, and specified in the Contract. The amount of remuneration for individual Clients is different and it depends on the Personal Care programme used by individual Clients under the Contract since the number of activities performed by ProHealth for a Client based on the Client's request directly depends on the complexity and scope of the Personal Care programme used by the Client. The amount of the remuneration is specified in the ProHealth price list (for the purposes of the Terms and Conditions hereinafter referred to as "Price List") which is publicly available at [www.ProHealth.sk](http://www.ProHealth.sk).
3. Remuneration shall be paid in the amount as specified in the Price List always in advance for the entire period of validity of the particular Personal Care programme. For the purposes of Act No. 222/2004 Coll. on Value Added Tax, as amended, the service delivery date shall always be the 1st (first) day of the period of validity of a selected new/prolonged Personal Care programme.

4. 4. After the end of the period of validity of a Personal Care programme, the remuneration for the following period shall be payable no later than on the tenth day after the end of the previous validity period and in the amount as specified in the Provider's Price List valid on the payment date. If the Client pays the remuneration within the period of time as referred to in the previous sentence, the Client may be given a loyalty discount from the Personal Care programme price. If the Client has failed to pay the remuneration within the period of time as referred to in the first sentence of the present paragraph, it shall not give rise to any claim of ProHealth towards the Client for payment of the Personal Care programme price or for interests on late payment or any other claim on money due to the Client's delay in payment of the Personal Care programme price but after the end of the above-stated payment period the Client shall not be given a loyalty discount. No Personal Care services shall be provided to such Client until the Client makes the payment (paragraph 6 of the present Article).
5. 5. After the end of the Personal Care programme's validity period (paragraph 4 of the present Article), the Client shall be entitled to select any Personal Care programme for the following period of time, i.e. not only the one which the Client selected originally in the Contract.
6. 6. To avoid any doubts, the Client confirms, bears in mind and unconditionally accepts that ProHealth is obliged to provide Personal Care services to the Client under the Contract only if the Client has paid the remuneration. This means that if the Client has failed to pay the remuneration duly and timely in accordance with the Contract and with the present Terms and Conditions, ProHealth shall have the right to deny provision of Personal Care services (as specified in paragraph 4 of the present Article) and to not provide them to the Client until the remuneration has been paid, to which the Client agrees unconditionally. This shall be without prejudice to the provisions of paragraph 4 of the present Article.
7. 7. If the Client is delayed in any payment for longer than 90 (ninety) days, ProHealth shall be entitled to terminate the Contract by a written notice of termination delivered to the Client.
8. 8. Termination of the Contract shall not affect the entitlement of ProHealth to payment of interest on late payment or other payments to which ProHealth became entitled before the termination. The provisions of the present paragraph shall apply only to cases when the Client has failed to pay for any additional services provided to the Client by ProHealth beyond the Client's Personal Care programme.
9. 9. All payments which the Client is supposed to pay to ProHealth and the due dates of which are not specified directly herein or in the Contract or in any other document governing the legal relationship between the Client and ProHealth shall be payable no later than on the 7th (seventh) day after a request for payment has been delivered to the Client. Such request for payment shall be delivered in writing in the form as referred to in Article VI (8) hereof or in electronic form in accordance with the provisions of Article VI (9) hereof, depending on ProHealth's choice.
10. 10. The remuneration includes all ProHealth costs which ProHealth needs to expend in performance of its obligations which it has towards the Client under the Contract.
11. 11. The nature of Personal Care consists mainly in operating an environment necessary for real provision of Personal Care and in booking the time for performance for a Client which is always provided only and exclusively at the Client's request. As a result, the remuneration has been agreed upon as a flat fee and ProHealth has the right to be paid the remuneration regardless of whether and to what extent the Client will use the Personal Care services or if the Client will use them at all, i.e. regardless of whether the Client requested them during the programme period or not.

#### **IV.**

#### **Contract period**

1. The Contract has been concluded for an indefinite period of time.
2. Either party shall be entitled to terminate the Contract by a written notice of termination delivered to the other contracting party. The Contract may be terminated for reasons specified therein or herein or for reasons of gross violation of the Contract by either of the contracting parties.
3. The contracting parties have expressly agreed that, if either contracting party exercises the right to terminate the Contract agreed upon in the Contract or resulting from relevant legislation, such termination shall not affect any entitlements established prior to the moment when the termination became effective.

4. ProHealth is herewith instructing the Client that all rights and obligations of the parties resulting from the Contract shall cease to exist with termination of the Contract. However, the termination shall be without prejudice to the entitlement to compensation for any damage incurred as a result of violation of the Contract or other provisions which, according to the expressed will of the parties or with regard to their nature, are supposed to continue also after the Contract's termination.
5. In relation to termination of the Contract the parties have agreed that, if the Client terminates it, ProHealth shall immediately return a proportionate part of the paid remuneration to the Client for the period until the end of the original validity period of the Client's programme.

## **V.**

### **Personal data protection**

1. The Client's personal data (for the purposes of the present Article, Client may also be referred to as "data subject") is processed in accordance with the provisions of 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, repealing Directive 95/46/EC (General Data Protection Regulation), and in accordance with the provisions of Act No. 18/2018 Coll., the provisions of Act No 576/2004 Coll., and the provisions of related legal regulations.
2. Information about personal data protection forms an inseparable annex to the Contract with the Client.

## **VI.**

### **Common and final provisions**

1. The present Terms and Conditions may be modified without a special agreement with the Client; however, the modification shall be announced to the Client by disclosing it at [www.ProHealth.sk](http://www.ProHealth.sk). Together with the notification of modification, the full wording of the Terms and Conditions after the announced modification shall be disclosed at [www.ProHealth.sk](http://www.ProHealth.sk). The Terms and Conditions shall become valid and effective when they are disclosed at [www.ProHealth.sk](http://www.ProHealth.sk).
2. If the Client disagrees with the modified Terms and Conditions, the Client shall be entitled to terminate the Contract for such reason by a written notification of termination which shall be delivered to ProHealth no later than on the 30th (thirtieth) day after the modified Terms and Conditions have been disclosed at [www.ProHealth.sk](http://www.ProHealth.sk).
3. Regardless of which provision of the Contract or of the Terms and Conditions or law being the reason for the Client to terminate the Contract, termination of the Contract by the Client shall be made in writing and it shall specify the reason for termination, otherwise it shall be invalid.
4. For the purposes of paragraph 3 of the present Article, written form shall also include a notification of termination by the Client sent by e-mail to [daniela.kristofova@prohealth.sk](mailto:daniela.kristofova@prohealth.sk). Termination shall not affect the entitlement of ProHealth to payment of interest on late payment or other payments, if ProHealth became entitled to them before the termination became effective.
5. The Client shall not be entitled to termination if the modification of the Terms and Conditions was caused by changes to generally binding legal regulations applicable to the legal relationship between the Client and ProHealth established by the Contract, not even in cases where the modification of the Terms and Conditions has no effect on the legal status of the Client in the legal relationship established by the Contract.
6. Termination of the Contract by ProHealth shall be made in writing and it shall specify the reason for termination, otherwise it shall be invalid.
7. For the purposes of paragraph 6 of the present Article, written form shall also include a notification of termination by ProHealth sent by e-mail to the Client's last e-mail address provided by the Client to ProHealth before the termination. Termination shall not affect the entitlement of ProHealth to payment of interest on late payment or other payments, if ProHealth became entitled to them before the termination became effective.
8. To avoid any doubts, any consignment sent by either party of the Contract to the other party in a written documentary form shall be considered delivered to the addressee at the end of the fifth working day after the consignment was sent to the last known address of the addressee, unless an earlier delivery date is proved. In cases where Clients are supposed to be notified by information

disclosure on the website hereunder, such information shall be considered announced to Clients when the notification is disclosed on the website.

9. In cases where notification of information/delivery by e-mail is supposed hereunder, such information shall be considered announced, or notifications delivered at the moment when they are sent to the e-mail address, providing they were sent between 9 a.m. and 4.30 p.m. on working days. If an e-mail was sent during a working day before 9 a.m., it shall be considered delivered to the addressee at 9 a.m. on the same day. If an e-mail was sent during a working day after 4.30 p.m., it shall be considered delivered to the addressee at 9 a.m. on the next working day.
10. Liability for damage shall be governed by the provisions of the Civil Code. ProHealth shall be liable for any damage caused to the Client by any violation of ProHealth's obligations under the Contract. However, such liability shall not exceed the amount of the remuneration by the Client for the period of time during which the ProHealth's obligation was violated, establishing the liability for damage towards the Client.
11. To avoid any doubts, the Client and ProHealth confirm that ProHealth is not liable to the Client for any damage caused by wrong provision of Healthcare by the Provider. The Healthcare Provider which has provided incorrect Healthcare to the Client shall always be liable for any damage and entitlements established as a result of incorrect Healthcare provision.
12. The present Terms and Conditions shall form a legally inseparable part of the Contract. In the event of any discrepancy between the Contract and the Terms and Conditions, the provisions of the Contract shall prevail if they may be applied separately from the Terms and Conditions.
13. If any provisions of the Contract or of the present Terms and Conditions are not fully or partially valid or effective or later cease to be valid or effective, it shall not affect the validity or effectiveness of other provisions of the Contract or of the present Terms and Conditions. The invalid and/or ineffective provisions shall be replaced with such legislation which, as long as legally possible, is as close as possible to the spirit and purpose of the provision affected by invalidity or ineffectiveness.
14. All legal relationships established by the Contract shall be governed by the Slovak Civil Code and related legislation of the Slovak Republic.

Valid from 1 January 2020