

GENERAL TERMS AND CONDITIONS FOR LABORATORY TESTS

I. INTRODUCTORY PROVISIONS

1. Medirex and Medicyt, members of the **MEDIREX GROUP**, are authorized to provide healthcare services (laboratory tests) in the following fields on the basis of valid permits and in accordance with the relevant legal regulations.
2. In order to regulate in more detail the mutual rights and obligations related to the provision of Tests carried out by the Provider for the Customer or the Self-Payer on the basis of the Agreement and/or a duly completed Requisition and a delivered Sample, as well as to promote the cooperation of the Provider and the Customer as health care providers in accordance with the most recent knowledge in the field of medicine and in compliance with the Code of Conduct, the Provider hereby issues, pursuant to § 273 par. 1 of the Commercial Code, these GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF LABORATORY TESTS (hereinafter referred to as "GTC").

II. DEFINITIONS

- a) "**AIS**" - the Customer's clinical information system;
- b) "**Application**" - Customer Zone, Physician Zone and Patient Zone combined – Medirex's software interface in the form of an application for the Customer or Patients/Self-Payers, which allows them to access the results of Tests as well as the Provider's basic data with the possibility of individual administration of settings;
- c) "**Bundles**" – bundled packages of Tests provided to Self-Paying patients offered and performed by the Provider and/or other services related to the performance of Self-Payer Tests, which can be purchased by the Self-Payers in the manner specified in these GTC, and the list and more detailed specification of which is published on the Website;
- d) "**Price List**" - the valid price list of the Provider, which is published in electronic form on the Website and/or placed in the Provider's individual premises in printed form;
- e) "**Confidential Information**" - any information that is not publicly available, and that the Provider (i) designates as confidential, or (ii) is to be treated as confidential in light of the circumstances known to the Customer at the time when the information was provided. Confidential Information is any information, including, but not limited to, technical, business and commercial information about the Provider, information about members of the Provider's statutory body or supervisory board, information about the Provider's employees and customers, information about the Provider's business activities and business relationships, information about the Provider's know-how, specifications, plans, sketches, models, samples, data, computer programs, software, or documentation in any form, whether captured on a material carrier or provided orally, as well as information received from a person other than the Provider, as long as that person is bound to keep said information confidential;
- f) "**eHealth**" - an electronic central repository of medical records of the Patient, the Self-Payer and the health care professional;
- g) "**FTP Link**" - an electronic link between the LIS and the AIS and/or NIS for the purpose of sending an electronic Requisition for a Test and/or for electronic delivery of the Test results;
- h) "**Grid Card**" - the Customer's secondary identifier for access to the Customer Zone and the Physician Zone;

- i) **"Informed Consent"** - demonstrable consent of the Patient or the Self-Payer to the provision of healthcare by the Provider, preceded by the provision of information pursuant to Section 6 of Act No. 576/2004 Coll. Informed Consent is also a demonstrable consent to the provision of healthcare preceded by a refusal of receiving information. Informed consent must be granted by the Patient or the Self-Payer or their legal representatives;
- j) **"Website"** means the website www.medirex.sk;
- k) **"Customer Zone"** – an electronic tool available on the Website, designed for the Customer, which allows the Customer to access a personal, Customer-dedicated protected zone, with the possibility of self-administration of settings for the Customer, including access to the results of Tests, to the medical records of his/her Patients and to the Customer's participation in scientific or research projects (studies), as well as to other information constituting the actual content of the Customer Zone;
- l) **"Laboratory"** - the Provider's central laboratory located at the following addresses: i) Galvaniho 17/C, 820 16 Bratislava - Ružinov; ii) Magnezitárska 2/C, 040 13 Košice - Dargovských hrdinov; and iii) Novozámocká 67, 949 05 Nitra;
- m) **"Physician"** - a health care provider other than the Provider who has collected the Sample from the Self-Payer/Patient and completed the Requisition for the Self-Payer/Patient;
- n) **"Physician Zone"** - an electronic tool called the Physician Zone intended for the Customer, available on the Website, which allows the Customer to access a personal Customer-dedicated protected zone, with the possibility of creating Requisitions, ordering of the collection kits for Tests and the Customer's own administration of the settings, including access to the Test results, to the medical documentation of his/her Patients, Customer's participation in scientific or research projects (studies), as well as to other information constituting the current content of the Physician Zone;
- o) **"LIS"** - the Provider's laboratory information system;
- p) **"Medicyt"** – Medicyt, s.r.o., Company ID: 36 544 230, with registered office at Holubyho 35, 902 01 Pezinok, registered in the Commercial Register of the Bratislava I District Court, section: Sro, file no.: 44112/B, www.medicyt.sk, holder of a valid authorization for the provision of healthcare services in a facility of joint testing and treatment units in the field of pathology;
- q) **"Medirex"** - Medirex, a.s., Company ID: 35 766 450, with registered office at Holubyho 35, 902 01 Pezinok, registered in the Commercial Register of the Bratislava I District Court, section: Sa, file no.: 4185/B, www.medirex.sk, a holder of a valid authorization for the provision of healthcare services in a facility of joint testing and treatment units in the fields of clinical biochemistry, hematology and transfusion medicine, clinical immunology and allergology, clinical microbiology and medical genetics;
- r) **"ICD-10"** - the International Classification of Diseases as approved by the World Health Organization;
- s) **"NIS"** - the Customer's hospital information system;
- t) **"Commercial Code"** - Act No. 513/1991 Coll., the Commercial Code, as amended;
- u) **"Customer"** - a natural or legal person who is a health care provider and who is in a binding relationship with the Provider on the basis of the Agreement and/or a completed Requisition to perform Tests under the public health insurance and the delivered Sample intended for the Test; in the case of Self-Payer Tests, the Customer shall in some cases also mean the health care

provider who collects the Sample from the Self-Payer or who also completes the Requisition for the Self-Payer through the Physician Zone ;

- v) **"Sample Collection Centre"** - a designated location at which the Provider or the Physician, as the case may be, through a qualified healthcare professional, collects the Sample from the Patient/Self-Payer in accordance with these GTC, completes the Requisition and signs the Contract, as the case may be. The Provider's or Doctor's staff in the Sampling Centers shall, among other,, ensure the signing of the relevant documents and the verification of the identity of the Patients/Payers for this purpose;
- w) **"Sampling Kit"** - an instrument intended for the collection of a Sample by the Customer or the Self-Payer, which is provided as part of certain Self-Payer Tests as a necessary component for the performance of a Self-Payer test;
- x) **"Patient"** - an individual whose Sample has been or is to be subjected to a Test performed by the Provider;
- y) **"Patient Zone"** - an electronic tool titled *I am a Patient - Patient Zone* designed for Patients/Self-Payers available on the Website, which allows them to access a personal, Patient/Self-Payer-dedicated protected zone, with the possibility of self-administration of settings, including access to the results of Tests, as well as other information constituting the actual content of the Patient Zone;
- z) **"Payment Gateway"** - the Provider's means of payment for certain Self-Payer Tests or Bundles available on the Website;
- aa) **"Provider"** - Medirex and/or Medicyt, as the case may be, specifically depending on which of the above the Customer or the Self-Payer has a contractual relationship in accordance with these GTC and has requested to perform the Test;
- bb) **"24/7 Site"** - a Medirex facility (laboratory) at which Tests are performed on a 24/7 basis and which is listed as a 24/7 r Site on the Website;
- cc) **"Data Protection Regulations"** - the current generally applicable data protection legislation in force and in force at the relevant time, in particular 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) and Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Additions to Certain Acts;
- dd) **"Manual"** - a laboratory manual published on the Website with information on pre-analytical procedures (principles of collection and storage of Samples until their receipt by the Provider), on the method of labelling Samples, on the type of Tests provided, the frequency of testing (daily, weekly, monthly) and benchmark values of Tests;
- ee) **"Self-Payer"** - a person who is in an obligatory relationship with the Provider by virtue of the completion of the Requisition by the Customer or the Self-Payer himself/herself and the delivery of the Sample by the Customer or the Self-Payer to the Provider, or the collection of the Sample directly from the Provider, and who -pays for the Tests out of pocket;
- ff) **"Self-Payer Test"** - A Test performed by a Provider that is not covered by health insurance but is to be paid for directly by the Self-Payer;
- gg) **"GTC"** - these General Terms and Conditions for the provision of Tests;
- hh) **"Result"** - the result of the Test;

- ii) **"Test"** - laboratory assessment performed by the Provider in the fields of clinical biochemistry, hematology and transfusiology, clinical immunology and allergology, medical genetics and pathology, clinical microbiology, listed on the Website, which the Provider is authorized to provide under the valid authorization;
- jj) **"CITO Tests"** - Tests performed by Medirex in the fields of clinical biochemistry and hematology at the 24-hour Workplaces, the list of which is published on the Website and the Result of which is communicated by Medirex to the Customer within a shortened period of time in accordance with these GTC (the CITO Mode);
- kk) **"Sample"** - A sample of the Patient's or Self-Payer's biological material or other specimen of the Customer determined to be and eligible for Test that has been received by the Provider from the Customer or delivered to the Provider by the Patient or the Self-Payer;
- ll) **"Act No. 576/2004 Coll."** - Act No. 576/2004 Coll. on health care, services related to the provision of health care and on amendment and supplementation of certain acts, as amended;
- mm) **"Act No. 578/2004 Coll."** - Act No. 578/2004 Coll. on health care providers, health care workers, professional organizations in health care and on amendment and supplementation of certain acts, as amended;
- nn) **"Act No 355/2007 Coll."** - Act No 355/2007 Coll. on the protection, promotion and development of public health and on the amendment and supplementation of certain acts, as amended;
- oo) **"Pick-up Point"** - a place mutually agreed between the Customer and the Provider, sufficiently specified by address, city, building number, or floor and room number, at which the Provider shall collect the completed Requisition and Sample from the Customer in accordance with these GTC;
- pp) **"Agreement"** - the agreement for cooperation for the provision of laboratory diagnostics, including its annexes, concluded between the Provider and the Customer pursuant to Section 269(2) of the Commercial Code;
- qq) **"Contracting Party"** or **"Parties"** - joint designation of the Providers and the Customer within the meaning of the Contract, or of the Providers and the Customer/Consumer within the scope of the Requisition;
- rr) **"Requisition"** - a paper-based or electronic order for Tests completed by an employee of the Provider or a Physician as further defined in Article IV, Paragraph 5 of these GTC.

III. PROVISION OF TESTS:

1. The Provider undertakes to carry out the requested Test for the Customer on the basis of a correctly and completely filled in written or electronically by the Customer Requisition and the delivered Sample. The Requisition together with the Sample received by the Provider from the Customer shall be deemed to be a binding order for the requested Test. In the case of Self-Payer Tests, the Provider shall provide the Tests on the basis of the terms and conditions set out in Article VI of these GTC and the General Terms and Conditions for Self-Payer Tests published on the Website.
2. The Provider shall arrange for the transport of the Sample from the Customer to the Test at its own expense, from the Pick-up Points and at the times specified in the Contract or as otherwise mutually agreed by the Customer and the Provider.
3. The Provider shall be entitled to **refuse to accept the Sample** for the following reasons:

- a) the Requisition and/or the Sample collection container do not bear the data necessary for the identification of the Sample pursuant to Article IV, paragraph 5 of these GTC and/or the Manual and/or such data are illegible;
 - b) the Customer/Self-Payer failed to deliver the Requisition with the Sample;
 - c) the data on the Sample collection container and the Requisition do not match;
 - d) a Specimen is delivered which has clearly violated the principles of proper collection and/or storage as set out in the medical standards for the particular biological material in the Manual and is degraded to the point that it cannot be tested;
 - e) The Requisition or the outside of the sample collection container is contaminated (e.g., with biological material).
 - f) The Customer/Contractor requests a Test that the Provider is not authorized to perform or does not perform under the applicable authorization; or
 - g) in other cases specified in these GTC.
4. If, upon receipt of the Sample, the Provider finds that due to non-compliance with the principles of collection of biological material and/or for other reasons it will not be possible to perform the requested Test from the received Sample, it shall inform the Customer/Collector of this fact, while the Provider shall also be entitled to refuse to perform the requested Test.
5. The **Provider shall deliver the processed Results to the Customer** after their validation by the Provider's responsible employee, depending on the type of Test performed, within the following time limits:
- a) in written form no later than:
 - i) in the case of **biochemical and hematological Tests**
 - within 24 hours of receipt of the Sample in the Laboratory, in the case of Tests performed by the Provider on a daily basis;
 - within 7 calendar days of receipt of the Sample in the Laboratory, where the Tests are performed by the Provider on a weekly basis;
 - within 14 calendar days of receipt of the Sample in the Laboratory where the Tests are performed by the Provider on a bi-weekly basis;
 - within 30 calendar days of receipt of the Sample in the Laboratory, where the Tests are performed by the Provider on a monthly basis;
 - ii) in the case of **immunology Tests**
 - within 48 hours of receipt of the Sample in the Laboratory where the Tests are performed by the Provider on a daily basis;
 - within 7 calendar days of receipt of the Sample in the Laboratory where the Tests are performed by the Provider on a weekly basis;
 - within 14 calendar days of receipt of the Sample in the Laboratory where the Tests are performed by the Provider on a bi-weekly basis;
 - within 30 calendar days of receipt of the Sample in the Laboratory, where the Tests are performed by the Provider on a monthly basis;
 - ii) within 48 hours of receipt of the Sample at the Laboratory for **toxicology Tests**;
 - iii) within 21 calendar days of receipt of the Sample in the Laboratory in the case of **medical genetics - amniotic fluid Tests**;

- iv) within 30 calendar days of receipt of the Specimen in the Laboratory in the case of **medical genetics- Tests other than amniotic fluid Tests**;
- v) within 14 calendar days of receipt of the Specimen in the Laboratory in the case of **pathology Tests - test other than LBC**;
- (vi) within 14 calendar days of receipt of the Specimen at the Laboratory in the case of **pathology Tests - LBC test for which only immunocytochemical test** is indicated; and
- (vii) within 21 calendar days of receipt of the Specimen in the Laboratory for **pathology Tests - LBC testing for which both immunocytochemistry and HPV testing** are indicated;
- in the case of biopsy and cytological Tests, the Provider reserves the right to unilaterally extend the aforementioned period according to its needs in the event of exceptional circumstances independent of its will, which are objectively unforeseeable or uncontrollable from the Provider's perspective (epidemic, sharp seasonal, demographic or other increase in demand for Tests, measures taken by public authorities or health insurance companies, etc.).
- b) also in electronic form in the forms provided for in Article VIII of these GTC, if agreed in the Agreement, without undue delay after the medical check and validation of the Result, but no later than the time limit provided for in Article III.5(a) of these GTC;
- c) in the case of a **CITO Test**, in accordance with Article VIII of these GTC, in electronic form, if such delivery has been stipulated in the Agreement, and if it has not, in the form of a telephone notification to the person designated by the Customer in the Contract to communicate the Results of the Test no later than 2 hours after receipt of the Sample in the Laboratory (exclusively at the 24-hour Site), if both the Requisition and the Sample have been labelled in accordance with Article IV of these GTC. paragraph 5(h) of these GTC, and the Sample has been marked "CITO", and it exclusively concerns
- CITO Tests. If the Customer requests a "CITO" Test in accordance with these GTC, although
 - The Test is not a CITO Test s defined herein, such Tests requested by the Customer shall be tested but the Result shall be delivered in accordance with Article III.5(a) and/or (b) of these GTC; any preoperative pathology Tests shall be performed and sent within the timeframes agreed upon with the Customer's Authorized Person.
6. Should the end of the time limit under paragraph 5 of this Article of the GTC fall on a Saturday, Sunday, a day of rest or a public holiday, the remaining part of the time limit shall expire on the next following working day, except for Workplaces with 24-hour operation.
7. In the event of an objective obstacle to the performance of the Test (e.g. malfunction of the equipment used to perform the Test, power failure, etc.) and/or in the event of an objective obstacle to the notification of the Result (e.g. due to a malfunction of the Internet connection, software or hardware error on the part of the Provider, the Customer, the Self-Payer and/or a third party providing the Customer, the Provider or the Self-Payer with services ensuring electronic data transmission, a traffic accident of the vehicle delivering the Result, postal delays, etc.), of which the Provider is aware, the Provider shall immediately inform the Customer/Self-Payer of this fact and notify an extension of the deadline for delivery of the Result. For the duration of the objective impediment, the Provider shall not be in default in communicating the Result to the Customer/ Self-Payer, irrespective of whether or not the impediment has been communicated to the Customer/Self-Payer. The sending of the Result by the Provider shall be deemed to be a duly notified Result.

8. The benchmark values of the Tests and the individual types of Tests performed by the Provider and their frequency of assessment (daily, weekly, monthly) are published in the Manual and/or on the Provider's website, through which the Provider will also inform about their individual changes. The list of CITO Tests is published on the Website. In the event of a discrepancy between the information contained in the Manual and the information published on the Website in a place other than the Manual, the information contained on the Website in a place other than the Manual shall prevail.
9. The Provider shall publish the Manual and other information about the Tests provided, the indication restrictions issued by the relevant health insurance companies, the currently valid GTC and other information regarding the Tests performed on its Website.

IV. RIGHTS AND OBLIGATIONS OF THE CUSTOMER/SELF-PAYER

1. The Customer, or as the case may be with certain Bundles also the Self-Payer, is obliged to collect the Sample according to the instructions specified in the Manual, on the Website or in the package leaflet, and until its receipt by the Provider, to store it in accordance with the rules of collecting and storing the Samples published in the Manual or in the package leaflet, so that it is fit for receipt, transport and test by the Provider. Until the Sample is received by the Provider, the Customer/Self-Payer, depending on who delivers the Sample to the Provider, is responsible for the Sample, its quality and its suitability for Test.
2. The Customer/Self-Payer is obliged to ensure that the Sample is fit for transport to the Provider, in particular that it is transported in a container preventing contamination, leakage, degradation, etc.
3. The Customer/Self-payer is obliged to label the Sample correctly and legibly and to send it together with a fully and correctly filled in Requisition containing the data pursuant to Article IV, paragraph 5 of these GTC.
4. Should the Customer/Self-Payer breach any of the obligations set out in paragraphs 1 to 3 of this Article of the GTC, the Provider shall be entitled to refuse the Sample and/or to perform the Test pursuant to Article III, paragraph 3 and/or paragraph 4 of these GTC.
5. Performing the Test by the Provider is conditioned by the Requisition containing all of the following data:
 - a) the name and surname of the Patient/Self-Payer;
 - b) the Patient's/ Self-Payer's birth ID number; if no birth ID number has been assigned, the date of birth;
 - c) the Patient's/ Self-Payer's permanent home address;
 - d) designation of the Patient's health insurance company (insurance company code); in the case of Self-Payer Tests, this fact shall be indicated by the Customer/Self-Payer on the Requisition by the code 88-61 (instead of the insurance company code) and the word "SELF-PAYER";
 - e) the ICD-10 diagnosis code;
 - f) the time of the Sample collection;
 - g) an indication of the requested Test;
 - h) in the case of a request for an acute test, the word "CITO" on both the Requisition and the Sample, but only to the extent of CITO Tests;

- i) the name, surname, address of the referring physician, the physician's code and the Customer's code assigned by the Health Care Supervisory Authority of the Slovak Republic, the physician's stamp and his/her signature, the foregoing shall not apply to Self-Payer Tests for which the Sample is sent to the Provider by the Self-Payer;
 - j) the date of issue of the Requisition and, where applicable, other necessary data (e.g. height, weight of the Patient/Self-Payer, diuresis, antibiotics administered, time of administration, dose size, etc.) or data specific to particular types of Tests (e.g. for genetic Tests, cytological Tests, prenatal screening, etc.), a list of which is provided in the Manual and/or on the Provider's website; and
 - k) in the case of persons insured in the EU, the type of healthcare provided, and a copy of the Patient's EU Insurance ID Card shall be provided
6. The Customer acknowledges the rights of the Patient/Self-Payer pursuant to Section 24(4)(e) and Section 25(1)(a) of Act No. 576/2004 Coll. to access his/her Results as part of the medical documentation and is obliged to assess his/her health status pursuant to Section 25(1)(a) of the Act No. 576/2004 Coll. 3 of Act No. 576/2004 Coll. in relation to the Patient/ Self-Payer for whom health care is provided in the specialty of psychiatry or clinical psychology, if providing the Results directly to the Patient/ Self-Payer -would negatively affect his/her treatment.
7. If the Request for Test does not contain the data specified in paragraph 5 of this Article of the GTC, the Provider shall without undue delay invite the Customer/ Self-Payer by e-mail or telephone to eliminate the deficiencies on the Request. If the Customer/Self-Payer does not remove all deficiencies on the concerned Requisition by e-mail or telephone without undue delay from the Provider's invitation and at the same time does not deliver such correction to the Provider in writing within 3 working days from the Provider's invitation, the Provider shall not be obliged to carry out the Test and at the same time the Customer/Self-Payer shall be obliged to reimburse the Provider for all costs reasonably incurred for the receipt and pre-analytical processing of the Sample. If the Test has already been performed, the Customer/Self-Payer shall reimburse the Provider for the cost of such Test in accordance with the Provider's then-current price list in accordance with Article V, Paragraph 2 or Article VI of these GTC.
8. The Customer/ Self-Payer is entitled, after sending the Sample to the Provider, to request performance of a different Test from the same Sample than the one indicated in the Requisition, at the latest by:
- 48 hours in general, unless a longer period of time specified below applies;
 - 1 year for pathology Tests in the case of paraffin embedded material for biopsy Tests;
 - 3 months in the case of surgical material stored in a formalin; or
 - 4 weeks in the case of cervical cancer Tests using the "Liquid Based Cytology" method; always counting from the date the Sample was received by the Laboratory.
9. When ordering Tests, the Customer is obliged to take into account the indication limits for individual Tests issued by the Ministry of Health of the Slovak Republic and the respective health insurance companies and published on the Internet site and/or on the website of the respective health insurance company. At the same time, the Customer is obliged to indicate Tests reimbursed by public health insurance only if their performance is necessary for medical reasons. In the event that the Tests ordered from the Provider do not take into account the aforementioned indication limit or the need for the Test for medical reasons and for this reason

the Tests performed are not reimbursed to the Provider by the relevant health insurance company, the Provider is entitled to invoice the Tests performed and not reimbursed by the health insurance company directly to the Customer and the Customer is obliged to reimburse the Provider for such Tests in accordance with Article V. paragraph 2 of these GTC.

10. The Customer is obliged to avoid duplicity and ensure that identical Samples are not sent to different sites (Provider's and/or other laboratories' facilities) with a request for the same Tests. If duplicate Tests do occur and the health insurance company refuses to reimburse the Provider for this reason, the Provider shall be entitled to invoice the cost of these Tests to the Customer upon presentation of copies of Requisitions for said duplicity Tests performed by the Provider and not reimbursed by the health insurance company, and the Customer shall be obliged to reimburse the Provider for the duplicity Tests performed by the Provider in accordance with Article V. paragraph 2 of these GTCs.
11. The Customer shall notify the Provider in writing or by e-mail at obchod@medirexgroup.sk the following changes:
 - a) any change in the facts and data concerning the Customer and/or specified in the Contract and its annexes, namely any change in the identification or contact details of the Customer, any changes concerning the codes specified in the Contract;
 - b) the termination of contracts for the provision and payment of health care concluded between the Customer and the relevant health insurance company;
 - c) cancellation, suspension and/or expiry of the authorization to provide healthcare;
 - d) a change in the persons authorized to report the Results specified in the Agreement, as well as a change in their contact details; or
 - e) the identification details of the officer representing the Customer in the event that it wishes to appoint temporary representation by another Customer, together with an indication of the length of the period of representation;
- all of the above shall be performed no later than 3 working days from the date of the occurrence of such a fact. If, due to a breach of this obligation, the Tests performed are not reimbursed to the Provider by the relevant health insurance company, the Provider shall be entitled to invoice the Tests performed directly to the Customer and the Customer shall be obliged to reimburse the Provider for such Tests. A change in the data relating to the Customer and specified in the Agreement, if notified to the Provider in accordance with this paragraph of the GTC, shall be deemed to be effective on the day following the date of delivery of the notification of the relevant change to the Provider.
12. The Provider shall make changes concerning the authorized persons under paragraph 11 (d) and (e) of this Article of the GTC within the Customer Zone and the Physician Zone (establishment of access rights, etc.) only after verifying the Customer's request by telephone or otherwise as specified by the Provider (e.g. by requesting a confirmation e-mail, verifying the Customer's identity via position codes on the Customer's Grid Card, by indicating the unique authentication code sent to the Customer, etc.). The Customer is fully responsible for ensuring that the persons indicated by him/her as authorized to report the Results are persons authorized to view the Results under the relevant legislation, in particular Act No. 576/2004 Coll. and the Data Protection Regulations.
13. The Customer is obliged to instruct the Patient/Self-Payer about the health care provided and to request from the Patient/Self-Payer an informed consent to the Test according to Act No.

576/2004 Coll. and within its scope also to the analyses performed by the Provider, and possibly, according to the circumstances, to inform the Patient/Self-Payer about the processing of personal data according to the Data Protection Regulations, since the Provider does not come into direct contact with the Patient/Self-Payer. In the case of Self-Payer Tests, the Customer shall ensure the above by completing the second page of the Requisition.

14. The Customer shall provide the Provider with all necessary collaboration for the performance of the Tests that can be reasonably and adequately requested, in view of the activities performed by the Provider, as the Provider does not usually come into direct contact with the Patient/Self-Payer and is guided by the Customer's information when performing the Tests.
15. The Self-Payer shall provide the Provider with all necessary collaboration that may be reasonably and adequately required of the Provider in connection with the Self-Payer Tests requested by the Self-Payer.
16. The Customer/Self-Payer acknowledges that the Provider is also entitled to use the Samples for academic and scientific purposes under the terms of the Data Protection Regulations.
17. The Customer/ Self-Payer acknowledges that the Provider may cooperate with third parties in the provision of Tests and services related to the Tests.
18. The Self-Payer acknowledges that if he/she is diagnosed with a communicable (infectious) disease, he/she is obliged to report the result of the Test to his/her attending physician, and if he/she knows the source of the disease, he/she is obliged to identify said source to his/her attending physician, or otherwise to provide the physician with all the information to identify the source, and, at the same time, to identify the group of persons to whom he/she may have transmitted the disease and to behave in such a way as to prevent transmission of such disease to other persons (Section 11(14) of the Act No. 576/2004 Coll.).

V. REIMBURSEMENT FOR THE TESTS

1. The Provider shall invoice the Patient's respective health insurance company for the Tests performed in the case of Patients who are insured in health insurance companies. These Tests are reimbursed from the public health insurance resources.
2. In the event that:
 - a) it is not possible that the Provider invoice the relevant health insurance company for the Test performed by the Provider;
 - b) the health insurance company refuses to make payment for the Test performed by the Provider due to a breach of obligations under the Contract and/or these GTC by the Customer (e.g. due to the falsity of the Customer's declarations in the Agreement or due to the incomplete or incorrect data on the Requisition and where the Customer fails to correct or complete the data at the request of the Provider in accordance with these GTC); or
 - c) the relevant health insurance company does not reimburse for the Test due to an incorrect indication determined by the Customer;the Provider shall invoice the Customer for these procedures at the price according to the current Price List. The invoice shall be payable within 14 days from the date of its issue by the Provider with the obligation to pay by bank transfer to the Provider's account indicated on the invoice.

VI. SPECIAL PROVISIONS FOR SELF-PAY TESTS

1. The Provider undertakes to carry out Self-Payer Tests on the basis of:
 - a) a correctly and completely completed written or electronic Requisition by the Customer, if the Self-Payer's Sample for the Self-Payer's Test is taken at the Customer's premises upon the Customer's indication;
 - (b) a duly and completely completed written or electronic Requisition and a Sample of the Self-Payer taken by the Provider at the Sample Collection Centre; or a Requisition duly completed by the Client, submitted to the Sample Collection Centre by the Self-Payer, serving to enable Sample collection from the Self-Payer at the Sample Collection Centre or to perform a Self-Payer Test; or
 - c) a correctly and fully completed written Requisition within the scope of the purchased Bundle, whereby the Requisition is completed by or on behalf of the Self-Payer by the Customer and the Sample is collected by the Self-Payer or the Customer, depending on the type of the Bundle; the Self-Payer Tests offered in these Bundles may also be performed by the methods set forth in Article VI, Paragraphs 1(a) and 1(b) of these GTCs.
2. The Requisition received by the Provider from the Self-Payer or the Customer together with the Sample shall be considered as a binding order for the requested Self-Payer's Test.

A. *Self-Payer's Test of a Sample collected at the Customer's facility based on the Customer's indication*

1. The Provider undertakes to perform the Self-Payer Test on the basis of an electronic Requisition correctly and fully completed written or by the Customer.
2. Such Self-Payer Test performed after the indication by the Customer may also be any of the Self-Payer Tests offered by the Provider in the Bundles.
3. The Sample for the Self-Payer test shall be typically collected by the Customer .
4. In the case of an agreement concluded between the Customer and the Provider, the Provider shall arrange for the transport of the Sample from the Customer at its own expense, from the Pick-up Points and at the times specified in the Contract or as otherwise mutually agreed between the Customer and the Provider.
5. If the Provider does not have an Agreement concluded with the Customer who has collected the Sample from the Self-Payer, the Provider shall arrange for delivery of the Sample to the Self-Payer's Laboratory in accordance with the Provider's Sample Collection and Storage Policy so that the Sample is fit for receipt, transport and testing by the Provider. The Sample shall be delivered by the Self-Payer, at its own expense, to the Laboratory on Business Days at the times indicated on the Website or directly at the Provider's facilities. Until the Sample is received by the Provider, the Self-Payer is responsible for the Sample, its quality and its suitability for Test. If these obligations are not complied with, the Provider shall be entitled to refuse to accept the Sample and/or to perform the Test in accordance with these GTC.
6. It is a condition for the Provider to carry out the Self-Payer Test that the Requisition for Test contains all the data specified in Article IV, (5) of these GTC.
7. If the Requisition does not contain the required data, the Provider shall without undue delay invite the Customer in person, by e-mail or by telephone to eliminate the deficiencies on the Requisition and shall proceed further in accordance with Article IV. (7) of these GTC.
8. Self-Payer Tests are performed based on full payment from the relevant Self-Payer, either:

- a) by agreement with the Customer in cash or by bank transfer through the Customer upon collection of the Sample, with the Customer remitting payment to the Provider pursuant to a separate relationship with the Provider;
 - b) in cash or by bank transfer at the reception desks of the Sample Collection Centers; or
 - c) for certain types of Self-Payer Tests, through a Payment Gateway;
- whereas in the case of payment pursuant to Paragraph A(8)(b) and (c) of this Article of the GTC, the Self-Payer shall make payment for the Self-Payer Test only after the Sample has been collected by the Customer, i.e. payment shall be made by the Self-Payer after the necessary actions for the Self-Payer Test have been performed by the Customer and at the same time prior to the actual performance of the Self-Payer Test by the Provider.

B. Self-Payer Tests through the Sampling Centre

1. The Provider undertakes to carry out the Self-Payer's test on the basis of a duly completed Requisition and a Sample taken by the Provider's health care professional at the Sample Collection Centre or on the basis of a Requisition duly completed by the Client, which the Self-Payer takes to the Sample Collection Centre and on the basis of which the Self-Payer's Sample for the Self-Payer test will be collected at the Sample Collection Centre. In the case of Self-Payer Tests where, due to their nature, it is not possible to take the Sample directly at the Sample Collection Centre, the Provider may recommend to the Self-Payer a specific cooperating Customer and the relevant Self-Payer Test will be carried out by the Provider on the basis of the Requisition completed and the Sample taken by such Customer, which the Self-Payer shall deliver in person to the Sample Collection Centre.
2. Such Self-Payer Test performed through the Sample Collection Centre may be stand-alone Self-Payer Tests or also Self-Payer Tests offered by the Provider in Packages.
3. The Self-Payer shall allow the Provider to collect his/her Sample according to the Provider's instructions, with the cost of Sample collection to be paid by the Self-Payer to the Provider directly at the point of collection.
4. If the Self-Payer chooses to have the Sample collected by the Provider, the Self-Payer may:
 - a) purchase an individual self-pay test directly at the Sample Collection Centre, by bringing the Requisition filled in by the Customer and booking a collection appointment by telephone; or
 - b) purchase the entire Bundle in advance electronically on the Website.
5. In case of purchasing the Bundle on the Website, the Self-Payer is obliged to fill in the online registration form. The Self-Payer then selects the type and number of Bundles he/she is interested in and places an order.
6. In the event of purchase of a Bundle on the Website, the Self-Payer is obliged to pay the amount for the Bundle in advance via the Payment Gateway. Upon making the payment, the Self-Payer shall electronically reserve the date and location for the collection of the Sample for the Self-Payer Test, which shall be subsequently confirmed by the Provider to the Self-Payer by a notification email to the email address provided by the Self-Payer. The Self-Payer is required to book an appointment for a date within a period of not more than 1 year from the date of purchase of the Bundle. The reservation of the appointment is binding for the Self-Payer and the Self-Payer is obliged to attend the reserved appointment. The Self-Payer is entitled to modify the booked date only once, at the latest 24 hours before the booked appointment, so that the date of the new appointment is set within a period of 1 year from the date of purchase of the Bundle. If the Self-Payer either fails to attend the newly booked appointment or cancels the appointment less than 24 hours before the booked date,

the Self-Payer Test will not be carried out by the Provider and the amount paid for the Bundle will not be refunded to the Self-Payer.

7. Self-Payer Tests shall be performed for full payment by the applicable Self-Payer, as follows:

- a) in the case of a Self-Payer Test purchased directly at the Sample Collection Centre pursuant to Section B(4)(a) of this Article of the GTC, in cash or by bank transfer directly at the Sample Collection Centre upon collection of the Sample; or
 - b) in the case of a Bundle purchased electronically pursuant to Section B(4)(b) of this Article of GTC, in advance through a Payment Gateway;
- whereby the Self-Payer shall always make the payment prior to the actual performance of the Self-Payer Test by the Provider.

8. The Self-Payer is obliged to use the services offered in the Bundle within 1 year from the date of its purchase on the Website at the latest, even in case of a change of the Sample collection date. If the Self-Payer does not use the services within the deadline, the Self-Payer Tests will not be performed and the amount already paid for the Bundle shall not be refunded to the Self-Payer.

C. Self-Payer Tests performed on the basis of an Requisition as part of the purchase of a Bundle

1. Bundles may be purchased by the Self-Payer:

- a) on the Website; or
- b) at a Sample Collection Centre.

2. In case of purchase of the Bundle on the Website, the Self-Payer is obliged to complete the registration form. The Self-Payer then selects the type and number of Bundles he/she is interested in and places an order.

3. In case of purchase of a Bundle at the Subscription Centre, the Self-Payer is obliged to pay the price of the Bundle in cash or by wire transfer upon receipt of the Subscription Kit at the Subscription Centre.

4. The prices of the Bundles are indicated on the Website. The Self-Payer is obliged to pay the price of the ordered Bundle immediately after ordering it through the Payment Gateway.

5. Upon completion of the order by the Provider, the relevant Sampling Kit will be sent to the Self-Payer by courier to the address specified in the order in case it is relevant for the specific type of the Bundle. Upon delivery of the Sampling Kit, the Self-Payer shall be obliged to follow the information provided on the Website and/or in the Bundle leaflet included in the Sampling Kit. If the label on the Sampling Kit does not indicate that the Sample is to be collected exclusively by a physician via the Sampling Kit, the Self-Payer shall collect the Sample using the Sampling Kit himself/herself. Once the Sample has been collected, the Self-Payer shall arrange for its delivery to the Laboratory by courier according to the instructions on the Website or on the Sampling Kit, as the case may be.

6. The Self-Payer is obliged to use the services offered in the purchased Bundle no later than the expiration date of the Bundle. If the Self-Payer does not use the services by the said date, the Self-Payer Tests will not be carried out and the amount already paid for the Bundle will not be refunded to the Self-Payer.

D. *Common Provisions for Self-Payer Tests*

1. The Provider shall deliver the results to the Customer/Self-Payer after their validation by a responsible employee of the Provider, depending on the type of Self-Payer Test performed, in the following deadlines and forms:

- a) if the Sample has been collected at the Customer's premises, the results shall always be delivered to the Customer in accordance with Article III. of these GTC and, if agreed by the

Customer and the Self-Payer, also to the Self-Payer in the Application and/or in electronic form by email with an encrypted attachment with the Result;

b) if the Sample has been taken by the Provider at the Sample Collection Centre or, in the case of purchase of certain types of Bundles, it has been taken directly by the Self-Payer, the Results shall be delivered directly to the Self-Payer, namely:

(i) in person, provided in writing at the interpretation of the Results by the Provider's health care professional on the date of the appointment with the Provider arranged after the Test has been performed within the time limits set forth in Article III. paragraph 5 (a) of these GTC;

(ii) in electronic form by email with an encrypted attachment with the Result without undue delay after the medical review and validation of the Result, but no later than within the time limits set forth in Article III.5(a) of these GTCs;

(iii) electronically into the Application without undue delay after the medical review and validation of the Results, but no later than the time period specified in Article III.5(a) of these GTC; and

(iv) by mail to the Self-Payer's residential address, but only upon the Self-Payer's express request and provided that the Self-Payer pays the cost of such delivery.

2. The Self-Payer acknowledges that he/she must consult a physician for all Results delivered to him/her by the Provider in any form.

3. The Provider shall be entitled to charge the Self-Payer for the Self-Payer Test or Bundle in the amount set forth in the Fee Schedule.

4. The Self-Payer Test will be performed by the Provider only after payment for such Test or Bundle has been received.

5. Other parts of these GTC, in particular Article III, (3, 4 and 5) and Article IV of these GTC, shall apply to Self-Payer Tests as appropriate.

6. Payment of the price for the Bundle when purchasing it in any way under these GTC shall be understood as payment of the advance payment for the Bundle in the amount of the price of the Bundle, which shall be credited to the price of the Bundle at the moment of the provision of the Self-Pay test by the Provider.

7. The Self-Payer is not entitled to return the purchased Self-Payer Test and/or any Bundle without any reason. If the Self-Payer fails to use the services provided by the Provider within the deadlines set forth in these GTC, the services will not be provided by the Provider, and the Self-Payer shall not be entitled to a refund of the amount already paid.

VII. SPECIAL PROVISIONS

1. The Parties shall be liable to each other for damages caused to the other Party by non-compliance with the Agreement, the GTC, by the culpable act and/or omission of one of the Parties, except in cases pursuant to paragraphs 2 and 3 of this Article of the GTC.
2. The Provider shall make every effort to ensure the accuracy and timeliness of the clinical data contained in the Results, however, some data in the Results may be incomplete and distorted due to various objective reasons, therefore the Provider shall not be liable for any damage caused due to such objective reasons.
3. The Provider shall be exempt from liability for partial or total non-performance of its obligations under the Agreement and/or the GTC, if such non-performance is caused by circumstances which have arisen independently of the Provider's will and prevent the Provider from fulfilling its obligations, if it cannot be reasonably assumed that the Provider

would have averted or overcome such circumstances or their consequences and, furthermore, that the Provider would have foreseen such circumstances at the time of concluding the Agreement. In the event of the occurrence of circumstances precluding liability, the period of performance of the contractual obligations shall be extended by a period equal to the duration of such circumstances. If the Provider is unable to fulfil its obligations due to force majeure, it shall notify the Customer of this fact without delay, at the latest within 3 working days of becoming aware of this fact.

VIII. ELECTRONIC DELIVERY OF RESULTS

A. Customer Zone and Physician Zone

1. If agreed in the Contract or if the Customer has requested the Provider to access the Customer Zone or the Physician Zone by other means, the Provider shall provide the Customer with access to the Customer Zone or the Physician Zone based on the Customer's registration. Access to the Customer Zone or the Physician Zone is subject to the Customer's access to the Internet, which the Customer shall provide at its own expense.
2. A condition of access to the Customer Zone or the Physician Zone to the Customer is the Customer's registration on the Website. The Customer is obliged to complete the required registration data correctly, truthfully and completely when registering.
3. After registration, the Customer shall log in to the Customer Zone or the Physician Zone by entering the login name and password, selecting the authentication method, and after clicking on the "LOG IN" button, the Customer shall be asked to enter the authentication code. If the Customer has selected SMS authentication for the log-in process, the Customer will enter the authentication code delivered to the Customer by the SMS message delivered to the telephone number provided by the Customer at the time of registration, or if the Customer has requested authentication via Grid Card, the Customer will enter the authentication code from the requested position on the Grid Card. The Provider reserves the right to allow the Customer to authenticate in only one of the above ways, either via SMS code or Grid Card.
4. The Provider shall deliver the Grid Card to the Customer no later than 10 days after the Customer has duly registered in the Customer Zone or in the Physician Zone. The Customer is obliged to confirm the receipt of the Grid Card to the Provider in writing in person or through its authorized representative(s), whereby the confirmation shall include the Customer's acceptance of the current version of the Provider's GTC.
5. If stipulated in the Agreement, the Provider shall provide the Customer with 24 hours a day access to the processed Results via the Customer Zone or the Physician Zone.
6. The Customer will only gain access to the Results after logging into the Customer Zone or the Physician Zone, confirming that he/she has read and agreed to the current version of the GTC and clicking on the button "Test Results" button, which will redirect him to the relevant subpage of the Customer Zone or Physician Zone.
7. The Customer is obliged to comply with all obligations arising from these GTC, in particular from Article VII. of these GTC, as well as from the relevant legal regulations. The Customer is also obliged to ensure that these obligations are also observed by its employees who will have access to the Results.
8. The Provider is entitled to access the Customer's account in the Physician Zone through the

employees of its Client Centre in order to analyze and resolve the user problem encountered. The Provider is not entitled to view, change, replace, delete or in any other way modify the data contained in the Customer's account in the Physician Zone .

B. eHealth

Pursuant to Act No. 576/2004 Coll. and Act No. 153/2013 Coll. on the National Health Information System and on Amendments and Additions to Certain Acts, as amended, the Provider shall send the Results to the National Health Information System, where the Results can be accessed by the Customer/Patient/Self-Payer pursuant to the aforementioned Act, if the technical readiness of the National Health Information System allows it.

C. FTP link

1. If agreed in the Contract, the Provider shall arrange for the delivery of Test Results to the Customer through the interconnection of the Customer's AIS and/or NIS with the Provider's LIS (the so-called FTP link).
2. A condition for making the Results available pursuant to Section C of this Article of the GTC and the electronic linking of the Customer's AIS and/or NIS with the Provider's LIS is (i) the Customer's registration on the Website, or (ii) the Customer's written request and provision of all identifying information required by the Provider necessary for the linking.
3. The Customer is obliged to fill in the registration data truthfully and completely when registering according to Section C, Paragraph 2 of this Article of the GTC, or when requesting the interconnection, or to provide all the necessary identification data required for the implementation of the electronic interconnection; at the same time, the Customer is obliged to provide the Provider with all the necessary assistance to ensure the interconnection of the LIS and the Customer's AIS and/or NIS, including ensuring the assistance of the suppliers of the Customer's AIS and/or NIS.
4. Each Party shall bear its own costs that are necessary to ensure the interconnection of the Provider's LIS and the Customer's AIS and/or NIS, with the Customer bearing in particular (but not exclusively) the costs of the Customer's secured internet connection, the costs of any changes to the Customer's information system necessary for the interconnection and the costs of the Customer's hardware, and the Provider bearing in particular (but not exclusively) the costs of any modifications to the LIS necessary to ensure the interconnection and the costs of the internet connection on its side.

D. Common provisions for Customer Zone, Physician Zone and FTP link

1. In case of any change of the data provided by the Customer during the registration according to Section A and C of this Article of the GTC, the Customer is obliged to ensure the change of these data without undue delay by entering a request for change of data in the Customer's personal profile in the Customer Zone or in the Physician Zone or to notify the Provider of the change of these data in writing or by e-mail without undue delay.
2. The costs associated with the operation of the Customer Zone, the Physician Zone or the costs of the actions that need to be performed on the Provider's side to establish FTP link shall be borne by the Provider. The costs of the Customer for its hardware and software

equipment and/or internet connection, the costs of setting up the FTP link on the Customer's side, as well as other costs specified in these GTC shall be borne by the Customer.

3. In order to protect the Patients' personal data, the Customer is obliged to protect his/her login data as well as the authentication codes from the Grid Card or the authentication codes delivered to the Customer via SMS messages and not to disclose them to unauthorized third parties. When using the Customer Zone, the Physician Zone or the FTP link, the Customer is obliged to observe the basic security principles applicable to the use of information systems, in particular not to log in to the Customer Zone and the Physician Zone via "public computers" in internet cafés, computer rooms, etc., use secure passwords (consisting of at least 4 characters and a combination of upper and lower case letters and numbers) to log in to the Customer Zone and the Physician Zone, change passwords regularly, do not use the same password entered for the Customer Zone or the Physician Zone for other websites, do not write down passwords on paper or in any other way that could lead to the discovery of the password and its misuse, log out of the Customer Zone or the Physician Zone when you have finished your work, etc.
4. The Customer shall always be fully responsible for the protection of the data delivered by the Provider to the Customer via the Customer Zone, the Physician Zone and/or the FTP link, unless the misuse of the data or the occurrence of damage is causally related to a breach of the Provider's obligation to block access immediately after proper notification by the Customer in accordance with Section D of this Article of the GTC. The Customer shall indemnify the Provider, in its entirety, for all damages incurred by the Provider due to the occurrence of any of the following: (i) the Customer's obligation to protect the misuse of access codes and/or login credentials is not properly fulfilled, (ii) data is leaked through the Customer's access, (iii) any of the representations and warranties provided by the Customer prove to be false, or (iv) the Customer fails to comply with the basic security principles for the use of information systems.
5. Obtaining authentication codes from the Grid Card or delivered to the Customer via SMS message and/or obtaining the Customer's login data by an unauthorized person, their loss or theft and/or entry of an unauthorized person into the Customer Zone or the Physician Zone, the Customer is obliged to notify the Provider without undue delay by telephone or electronically to the e-mail address of the Application Administrator info@medirex.sk, whereupon the Provider shall immediately ensure blocking of access. At the same time, the Customer is obliged to immediately take all necessary measures to prevent misuse of the data made available to him by the Provider.
6. The Customer is fully responsible for all persons to whom it grants or allows access to its personal profile in the Customer Zone, in the Physician Zone or via FTP link and it is the sole responsibility of the Customer to ensure that only authorized persons are made aware of the specific Results and data made available to the Customer via its personal profile in the Customer Zone, in the Physician Zone or via FTP link. The Customer shall also be responsible for representing the Customer within the scope of Article IV. (11 e) of these GTC.
7. The Provider shall not be liable for damage that may be incurred by the Customer and/or Patients as a result of temporary non-functionality of the Customer Zone, Physician Zone or FTP link, if it originates from objective causes independent of the Provider's will, which could not have been prevented by the Provider even with due diligence and could not have been

reasonably foreseen (so-called vis major).

8. Medirex may release a new version, update or other change to the Customer Zone and the Physician Zone or their individual components, for the proper use of which the Customer's cooperation (installation of software, updates, etc.) will be required. The Customer is obliged to provide such assistance if the functionality of the Customer Zone or the Physician Zone requires it.

E. Patient Zone

1. Provider shall, upon (i) the Patient/Self-Payer's registration information being correctly, truthfully and completely completed in the Patient Zone and (ii) the Patient/Self-Payer's electronic delivery of his/her Outcomes being fulfilled in accordance with these GTC, make available to the Patient/Self-Payer in the Patient Zone the electronic delivery functionality of the Patient/Self-Payer's Outcomes.
2. The condition of making the Results available to the Patient/ Self-Payer in the Patient Zone is that the Customer does not refuse to provide the Results directly to the Patient in the Request pursuant to Section 25(3) of Act No. 576/2004 Coll, if the Patient/Self-Payer is a Patient/ Self-Payer who receives health care in the specialty of psychiatry or clinical psychology, and if the provision of the Results would negatively affect his/her treatment, or if such provision of the Results to the Patient/ Self-Payer has been excluded by his/her attending physician.
3. The Patient/Self-Payer logs into the Patient Zone by entering a login name and password, followed by an authentication code. The Patient/ Self-Payer shall enter the authentication code delivered to him/her by SMS to the telephone number provided by the Patient/ Self-Payer when registering for the Patient Zone. When using the Patient Zone, the Patient/Self-Payer is obliged to protect his/her login data and authentication codes and not to disclose them to unauthorized third parties, as well as to take other measures within the framework of the secure use of information systems.
4. The Patient/Self-Payer shall always be fully responsible for the protection of the Results delivered to the Patient/Self-Payer in the Patient Zone, except if the misuse of the Results is causally related to a breach of the Provider's obligation to block access immediately upon proper notification by the Patient/Self-Payer in accordance with the procedure appropriately set out in Section D(5) of this Article of the GTC.
5. Medirex may release a new version, update or other change to the Patient Zone or its individual components over time, and Medirex shall not be liable for any damages incurred by the Patient/Self-Payer by failing to install such update and/or installing such update from other than authorized sources or using an outdated version of the Patient Zone.
6. The Patient shall notify Medirex without undue delay in the event of any change to the details provided when registering for the Patient Zone by submitting a data change request via the Patient Zone. For this purpose, the Provider may require the Patient/Self-Payer to re-authenticate.

IX. CONFIDENTIALITY OF INFORMATION AND CONFIDENTIALITY OBLIGATIONS

1. All confidential information mutually provided by the Parties shall be protected by these GTC. Confidential Information shall not include information that (i) is or subsequently becomes

publicly available other than through a breach of the obligations under these GTC, or (ii) is obtained from a third party who is authorized to disseminate such information.

2. The Customer may use the Confidential Information only for the purpose of performing the Agreement and/or these GTC and may not disclose such Confidential Information to third parties, except as otherwise provided in these GTC, even after termination of the Agreement. Confidential Information provided to the Customer directly by the Provider or indirectly by another person in the interest of the Provider is protected under this Article.
3. The Customer may disclose Confidential Information to a third party only with the prior written consent of the Provider and under the terms and conditions set forth in these GTC.
4. The Customer shall be entitled to disclose the Confidential Information (i) to a competent court, arbitration body, in connection with court or arbitration proceedings arising out of and conducted in connection with the business relationship between the Provider and the Customer, (ii) if disclosure is required by order of a court of competent jurisdiction, whether in or out of court, (iii) pursuant to a law requiring the Customer to do so, or (iv) to a governmental, banking, tax, or other entity authorized and competent to require such information; all provided that the Customer gives timely and prior notice of such obligation to disclose Confidential Information and cooperates with the Provider to secure the necessary order, ruling or other action to protect the Confidential Information.
5. The Customer undertakes to take the necessary measures to protect the Confidential Information at least to the same extent and quality as for the protection of comparable proprietary confidential information of a similar nature and importance, but said measures shall not be of lesser extent and quality than is reasonable and customary. The Customer may disclose Confidential Information only to the extent necessary to its employees, directors, officers, agents and representatives and outside consultants so long as such persons have agreed to be bound by a duty of confidentiality to the same extent as a Customer.
6. Confidential information may be disclosed, reproduced, summarized or distributed only under the terms and conditions set forth in these GTC. The Customer agrees and undertakes to segregate all Confidential Information from other Confidential Information in order to avoid commingling.
7. The Customer shall notify the Provider of any breach of the provisions of this Article of the GTC immediately upon discovery of any unauthorized use, disclosure or publication of the Confidential Information or other breach of an obligation under this Article of the GTC by the Customer or any other person. The Customer shall cooperate with the Provider in any reasonable manner to re-establish the protection of the Confidential Information and to prevent further unauthorized use thereof.
8. The Customer agrees to return all originals, copies, reproductions or summaries of the Confidential Information to the Provider upon request. All documents, papers, notes and other writings, including, but not limited to, electronic versions or copies such as e-mail, computer files whether in machine code or normally readable, which have been prepared by the Customer, its agents or associates and others on the basis of the Confidential Information provided by the Provider shall be destroyed at the request of the Provider and such destruction shall be confirmed to the Provider in writing by the Customer.
9. The Customer and the Provider acknowledge that a breach of the obligations under this Article of the GTC may cause irreparable damage to the Provider, therefore it is agreed that

the Provider shall be entitled to prohibit further use or otherwise equitably protect such Confidential Information, while also being entitled to compensation for the costs incurred in doing so, in particular legal costs, travel costs, compensation for loss of time, and shall also be entitled to take measures to prevent breach of the provisions of this Article of the GTC and to ensure their enforcement, without prejudice to the right to available protection of the Confidential Information and the Provider's other rights. In the event of a breach of confidentiality pursuant to this Article of the GTC, the Provider shall be entitled to claim compensation for any and all damages, whether direct or indirect, such as lost revenue, lost profits, loss of production, loss of data, damages incurred by third parties, as well as consequential damages.

10. All Confidential Information relating to the Provider is and shall at all times be the property of the Provider. By providing the Confidential Information, the Provider in no way grants, either expressly or by implication, any right, license or other authorization to the Customer to use or otherwise dispose of the Confidential Information. Nor does such disclosure confer on the Customer any rights under licenses, copyrights, trade secrets, trademarks, as well as other intellectual property and industrial property rights or other rights belonging to the Provider or to third parties.
11. The provisions of this Article of the GTC do not apply to information that the Customer and/or the Provider has learned in connection with the provision of health care, in particular from data from medical documentation and/or data subject to the obligation of confidentiality under special regulations, and in relation to which the Provider and the Customer are obliged to comply with the provisions of the relevant legislation in force and in force in the territory of the Slovak Republic.

X. DATA PROTECTION

1. The Customer and the Provider are obliged to comply with the Data Protection Regulations when processing personal data.
2. Providers are responsible for the processing of personal data of natural persons, in particular Patients, Self-Payers, contact persons of the Customer, obtained during the provision of Tests according to Act No. 576/2004 Coll., Act No. 578/2004 Coll. and the Data Protection Regulations.
3. Further details on the processing of personal data by the Providers are provided on the Website at <https://www.medirex.sk/lekar/legislativa> and the responsible person of the Providers can be contacted by e-mail at dpo@medicyt.sk or dpo@medirex.sk or dpo@medirexgroup.sk.

XI. TERM OF AGREEMENT

1. The entry into force and effect of the Agreement shall be determined directly in the Contract, including with regard to any mandatory publication of the Agreement in the Central Register of Agreements. At the same time, the Parties may lay down in the Agreement more detailed conditions for the duration and termination of the Agreement.
2. If the Parties do not stipulate further conditions for the termination of the Agreement, the Agreement shall terminate:

- a) by mutual written agreement of the Parties, on the date specified in such agreement;
 - b) written notice without stating any reason, with a notice period of 2 months, commencing on the 1st day of the month following the month in which the written notice is delivered to the other Party;
 - c) by a withdrawal issued in writing in the event of a serious breach or repeated minor breaches of an obligation under the Agreement by either Party or for other reasons specified in the Agreement or in the Commercial Code, whereby the effects of withdrawal from the Agreement shall commence on the date of delivery of the withdrawal by the Party entitled to withdraw to the other Party;
 - d) the dissolution of either Party without legal successor; or
 - e) the termination or suspension of the authority of either Party to carry out activities under this Agreement.
3. If the Agreement is terminated for any reason whatsoever, this shall not affect the obligations of the Parties which by their nature are to prevail after the termination of the Agreement, in particular those relating to liability for damages and confidentiality.
4. Upon termination of the Agreement, the Parties shall be obliged to settle the mutual obligations incurred by the other Party in connection with the breach of obligations under this Contract.

XII. COMPLAINTS

1. The Provider shall be responsible for ensuring that any Tests offered (offered both within and outside the Bundles), as well as other services related to the provision of Tests (hereinafter collectively referred to as the "Services"), meet the quality requirements of the Service offered in accordance with its nature.
2. The Customer/Self-Payer is entitled to submit a complaint:
- a) the quality of the Service provided; or
 - b) on the correctness of the price charged for the Service provided, if there is reasonable doubt that the price has been determined in accordance with the Price List.
3. The quality of the Service provided means, in particular, the actual performance of the Test and the proper and correct delivery of its Result. In the case of purchase of a Bundle with a Sampling Kit, the Self-Payer may submit a complaint even if a defective Sampling Kit has been delivered to him/her, as a result of which the Service cannot be provided.
4. A complaint cannot be submitted for a Service that has not been performed due to circumstances beyond the Provider's control, in particular (i) if there are circumstances excluding the Provider's liability under Article VII of these GTC, (ii) if there are reasons for non-performance of the Service on the part of the Customer and/or the Self-Payer, or (iii) if the Provider could not objectively perform the Service due to the vis major circumstances.
5. The Customer/Self-Payer must submit a complaint with the Provider without undue delay after discovering a defect in the Service provided or incorrectness of the invoiced amount, but no later than within 30 days, otherwise the right to submit a complaint shall expire.
6. A complaint may be submitted:
- a) in writing at the Provider's correspondence address;
 - b) by e-mail to the e-mail address info@medirex.sk;
 - c) by telephone via the Client Centre; and

- d) in person at the reception desk of the Laboratory or the Sample Collection Centre.
7. After the Customer or the Self-Payer has submitted a complaint, the Provider shall issue a confirmation of receipt of the complaint.
8. The Provider shall investigate the complaint without undue delay after it has been submitted and shall decide on the manner of handling the complaint. Once the method of handling the complaint has been determined, the complaint shall be handled within a time limit determined by the Provider, in particular with regard to the reason and seriousness of the complaint. The complaint shall be handled within a maximum of 30 days from the date on which it was submitted.
9. The methods of complaint handling are as follows:
- a) if there is a removable defect in the Service provided, the Customer/Self-Payer shall be entitled to have the defect removed free of charge, in a timely and due manner; the removable defect is in particular a defective Sampling Kit, in which case the Self-Payer shall be entitled to be provided with a new Sampling Kit free of charge;
 - b) if there is the defect in the Service provided cannot be remedied, i.e. in particular in the case of failure to perform the Test due to reasons on the Provider's side (in particular loss, disposal of the Sample or incorrect performance of the Test with a low quality Result), the Customer/Self-payer shall be entitled to:
 - (i) to have another Test performed free of charge; or
 - (ii) a full refund of the Test Fee already paid;
 - c) if the Service cannot be performed due to reasons on the part of the Customer or the Self-Payer or due to vis major, the Customer/Self-Payer shall not be entitled to a remedy; this shall not apply in the event of damage to the Sampling Kit, by the Self-Payer or the Customer, in which case the Self-Payer shall be entitled to a new Sampling Kit, with all costs of delivery of the new Sampling Kit to be borne by the Self-Payer.
10. The Provider shall inform the Customer/Self/Payer by e-mail or by post about the handling of the complaint.

XIII. COMMON AND FINAL PROVISIONS

1. These GTC are effective and binding from the date of their publication on the Provider's Website, unless a later date is specified in the GTC.
2. Individual provisions of these GTC may be excluded or modified by a written agreement between the Customer/Self-Payer and the Provider in the Agreement,.
3. Unless otherwise specified in these GTC, any document shall be deemed to have been delivered if it is delivered to the addressee in person or by post by registered letter with acknowledgement of receipt or by courier to the address notified by the addressee not later than 5 working days before the date of dispatch of the document. In the event of unsuccessful delivery of a document by registered letter, the 7th day of its deposit at the post office shall be deemed to be the day of due delivery. The delivered document shall also be deemed to have been duly served if the addressee refuses to accept it on the date of refusal to accept it.
4. The legal relations between the Provider and the Customer/Self-Payer related to the provision of Tests by the Provider to the Customer/ Self-Payer shall be governed by the Agreement and these GTC. Only if a particular issue is not regulated in the Agreement and/or

these GTC, such relations shall be governed by the relevant provisions of the Commercial Code, Act No. 576/2004 Coll., Act No. 578/2004 Coll., the Personal Data Protection Regulations as well as the provisions of other legislation in force and in force in the Slovak Republic. This provision shall be deemed to be the choice of the applicable law between the parties, which shall be the law of the Slovak Republic, with the exception of Act No. 97/1963 Coll. on Private International Law and Procedure, as amended, in the event that the Customer/ Self-Payer is an entity with its registered office/place of business/permanent residence outside the territory of the Slovak Republic.

5. Should any provisions already be invalid at the time of the establishment of the contractual relationship between the Customer/ Self-Payer and the Provider, or should they become invalid at a later date, the validity of the remaining provisions shall not be affected. Instead of the invalid provisions, the provisions of the Commercial Code and other legal regulations valid and effective in the Slovak Republic, which are closest in their content and purpose to the content and purpose of the GTC, shall apply.
6. Any disputes between the Customer/ Self-Payer and the Provider arising in connection with the performance of obligations under these GTC, as well as the contractual relationship between the Customer/ Self-Payer and the Provider, the parties are obliged to immediately resolve by negotiation and mutual agreement. In the event that the parties fail to reach an agreement, the competent authority to hear and decide on the dispute shall be an independent general court of the Slovak Republic, which shall rule in accordance with the law of the Slovak Republic. This provision shall be deemed to be an agreement establishing the jurisdiction of the Slovak court to decide on any disputes between the parties in the event that the Customer/ Self-Payer is an entity with its registered office/place of business/permanent residence outside the territory of the Slovak Republic, in accordance with the relevant legislation of the Slovak Republic and the European Union, whereby the parties have established the court having subject matter jurisdiction as the locally competent court in the matter.
7. The division of the GTC into articles, as well as the designation of individual Articles, serve only to improve the orientation in the text of the GTC and therefore cannot be used in the interpretation of the GTC, as well as in assessing the severability of their parts.
8. The Provider is entitled to unilaterally change these GTC, the Price List, any part of the Manual, the list of CITO Tests, as well as other documents referred to in these GTC without the consent of the Customer/ Self-Payer. The Provider shall notify the Customer/ Self-Payer of the change to the documents referred to in the preceding sentence with reasonable notice by publishing their full text on the Provider's Website and, in the case of a change to the Price List, by publishing it within the Application and on the Website. The Customer/ Self-Payer is obliged to check the current version of the documents referred to in the first sentence published on the Website, since in the event that the Order for the Test is ordered by the Customer/ Self-Payer, the binding document shall be the one published on the Website on the date indicated in the Customer/ Self-Payer's Requisition as the date of the Requisition (unless a later effective date is indicated in the GTC or any other document and/or the Price List). The Provider shall inform the Customer/Self-Payer via its Website about the change of its identification data.

In Bratislava on 03.07.2024