

GENERAL TERMS AND CONDITIONS

LAB DIAGNOSTIC AND RELATED SERVICES

FOR NON-CONSUMER PARTNERS

SYNLAB Hungary Kft.

Effective from: From 1 July 2023

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1. INTRODUCTORY PROVISIONS

- 1.1. Data and contact details of the party applying the General Terms and Conditions (hereinafter the “**Service Provider**”) are as follows:

| | |
|------------------------------|-----------------------------------------------|
| Service Provider: | SYNLAB Hungary Kft. |
| Registered office: | H-1211 Budapest, Weiss Manfréd út 5-7. |
| Company registration number: | 01-09-923956 |
| Tax number: | 14872925-2-43 |

- 1.2. The purpose of the General Terms and Conditions is for the Service Provider to make it possible for its Partners who use its Services to learn about the rules that are binding on both parties.
- 1.3. The General Terms and Conditions do not apply to contracts concluded with consumers, publicly funded healthcare services, laboratory services taking place within the framework of clinical trials (studies), sports diagnostic and dietary advice, services relating to environmental analytical and biological exposure indicators, hospital hygiene services, and services purchased in the webshop www.synlab.hu.
- 1.4. The General Terms and Conditions in force at all times – as restated with amendments – can be accessed at the Service Provider's headquarters, and are available on the Service Provider's website.

2. DEFINITIONS

- 2.1. Capitalised terms used in the General Terms and Conditions have the following meaning:

| | |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GTC: | the General Terms and Conditions of the Service Provider, as they in force at all times and restated with amendments; |
| EESZT: | the National eHealth Infrastructure; |
| Partner: | all persons who use the Services of the Service Provider, except for natural persons who qualify as consumers; |
| Civil Code: | Act V of 2013 on the Hungarian Civil Code; |
| Contract: | the contract concluded between the Service Provider and the Partner (including all its annexes), of which the General Terms and Conditions form an inseparable part; |
| Service(s): | laboratory diagnostic and other related services provided by the Service Provider, not including the provision of laboratory services taking place within the framework of clinical trials (studies), sports diagnostic and dietary advice, publicly funded healthcare services, services relating to environmental |

analytical and biological exposure indicators, hospital hygiene services, and services purchased in the webshop www.synlab.hu.

Service Fee: the fee to be paid by the Partner as consideration for the performance of the Services;

Service Provider: SYNLAB Hungary Kft.;

Test Request Form: the form to be used for requesting a test, which is available at all times on the Service Provider's website at www.synlab.hu/partnereink/leiras/vizsgalatkeroadatlapok.

3. PUBLICATION AND AMENDMENT OF THE GTC

- 3.1. The Service Provider publishes the effective text of the General Terms and Conditions on its website (www.synlab.hu) in its entirety, in an accessible and printable form, with the effective date clearly indicated.
- 3.2. The Service Provider may modify the General Terms and Conditions at any time without the consent of the Partner, of which the Service Provider will notify the Partner in advance by publishing them on its website and/or inform it in other ways (for example, information placed on the invoice, by sending an e-mail to the e-mail address provided by the Partner).
- 3.3. If the amendment violates the right or legitimate interest of the Partner, the Partner is entitled to terminate the Contract in writing within 15 (fifteen) days from the effective date of the amendment, after paying all debts due at that time. In the notice of termination, the Partner must indicate which amendment it considers to be injurious. If the Service Provider does not receive the Partner's termination notice within the specified 15-day deadline, then the expiration of the deadline shall be considered to be the Partner's express acceptance of the amendments of the General Terms and Conditions. The Partner is not entitled to terminate the Contract under this clause if the amendment:
 - a) became necessary due to the introduction of a new Service, and does not affect the contractual terms and conditions for Services already provided;
 - b) creates more favourable conditions for using the Services;
 - c) is caused by the correction of any contradictory, invalid, ineffective provisions, stylistic, phrasing, grammatical errors or changes in the use of terms;
 - d) is caused by a change in law or an official decision.

4. CREATION OF THE CONTRACT

- 4.1. As a general rule, the Contract is created by the signature of the parties. The Contract shall also be concluded if the Partner accepts the Service Provider's binding offer containing the essential contractual terms and conditions, by making a declaration of acceptance with a content corresponding to the offer, or, without a declaration of acceptance, if the Partner uses the Services after such an offer. In the latter

case, the Contract is created when the Service Provider receives the Test Request Form from the Partner and/or the sample (whichever occurs earlier). In this case, the Contract is created regardless of whether the Contract is put into writing by both parties only later, or the entire Contract is not put into writing.

- 4.2. Unless otherwise stipulated, the written Contract enters into force on the date of signing by the parties (if the parties do not sign at the same time, then on the date of signature of the party to sign last).
- 4.3. The General Terms and Conditions form an inseparable part of the Contract even if the printed version is not attached to the Contract and the parties do not sign it. In matters not regulated in the Contract, the conditions laid down in the General Terms and Conditions shall govern and apply.
- 4.4. If the Partner applies general terms and conditions in the course of signing its contracts, such terms and conditions shall not become part of the Contract between the parties in the absence of a written declaration to this effect by the Service Provider.
- 4.5. The Contract – unless otherwise stipulated by the parties – is concluded for an indefinite period of time.

5. TERMS AND PROCESS OF USING THE SERVICES

- 5.1. The Service Provider performs the Services for the Partner in exchange for payment of a fee.
- 5.2. The range of Services that can be ordered, the deadline for the preparation of the results, and the fee for the tests are set out in the Contract. The Contracts also state – if applicable – the submission codes required for the Partner to use the Services (nine- digit submission codes generated by the Service Provider), their designation, and, if electronic test results are requested, the e-mail addresses pertaining to the submission codes. The Partner is responsible for the correct use of submission codes and the authenticity, completeness and validity of e-mail addresses.
- 5.3. The Service Provider is entitled to revise the range of Services from time to time, to cancel certain services/tests, to replace them with other services/tests, to introduce new ones, or to temporarily suspend the conduct of certain tests. In case of changes affecting the Services, the Service Provider shall notify the Partner in writing, by e-mail sent to the e-mail address specified in the Contract, or by phone in urgent cases, prior to the effective date. In the notification, the Service Provider specifies the new, replaced, or discontinued service/test, and the effective date of the change. If the Services are changed by the Service Provider, the Partner is entitled to terminate the Contract up to the day preceding the entry into force of the change, if the change affects a test without which the Partner would not have entered into the Contract. If the Partner does not exercise its right of termination within the specified deadline, it shall be deemed to have accepted the amendment initiated by the Service Provider. If a test is replaced or eliminated because the method of the given test has become outdated, or the auxiliary materials required for it are no longer available or cannot be obtained on the market economically, the Partner is not entitled to terminate the Contract citing this clause.
- 5.4. The Service Provider provides the Partner with a template of the Test Request Form, the current version of which is available on the Service Provider's website at

www.synlab.hu/partnereink/leiras/vizsgalatkeroadatlapok. Unless otherwise provided by the Contract, the Partner must always use the current Test Request Form to use the Services. The Partner is obliged to fill in all sections of the Test Request Form. Moreover, the Partner is obliged to submit the Test Request Form to the Service Provider with the signature and seal of the person authorised to request the test affixed to it. If the Test Request form is completed incorrectly or incompletely, the Service Provider may refuse to provide the Services; such error or deficiency shall exclude the arising of Service Provider's delay or breach of contract, and the Service Provider excludes its responsibility for the resulting damage or other claims.

- 5.5. If, based on the Contract, the test request is made online via the laboratory IT software, the mandatory data which must be included in the test request is determined by the Service Provider. If the online test request is completed incorrectly or incompletely, the Service Provider may refuse to provide the Services; such error or deficiency shall exclude the arising of Service Provider's delay or breach of contract, and the Service Provider excludes its responsibility for the resulting damage or other claims. The Service Provider excludes its responsibility for any technical and system errors, service downtime, operational downtime, any delays, damages and other claims resulting therefrom that may occur in the operation of the laboratory IT software and the related system, regardless of whether the system must be ensured and operated by the Service Provider or another person, and regardless of whether the error falls within the sphere of the Service Provider's or the Partner's interests.
- 5.6. The Service Provider shall provide the sampling equipment necessary for the provision of the Services if this commitment is specified in the Contract. The Service Provider provides the Partner with the relevant sampling equipment request document as an annex to the Contract. The Service Provider keeps an itemised record of the issued sampling equipment, and if it finds a difference of more than 10% (ten percent) between the quantity of the issued and returned sampling equipment, it is entitled to invoice the Partner for the equivalent amount of equipment at the Service Provider's own list price.
- 5.7. By publishing its mandatory pre-analytical policy on the Service Provider's website at www.synlab.hu/partnereink/leiras/tajekoztatok, the Service Provider provides pre-analytical guidance for correct sampling, the sampling equipment to be used, and the correct transport and storage of samples. The Partner is obliged to act in accordance with these instructions in the course of sampling. The Partner is responsible for the professionalism and adequacy of sampling. The Partner is obliged to ensure that the data required for identifying the samples (unless otherwise stipulated by the Service Provider: name and social security number or name and date of birth) is accurately displayed on the sampling tubes (other containers).
- 5.8. Unless otherwise stipulated by the Contract, the Partner is obliged to ensure the transport of samples collected in connection with the provision of the Services, to the laboratory, in accordance with the pre-analytical policy published on the Service Provider's website (www.synlab.hu/partnereink/leiras/tajekoztatok). The Partner is responsible for the professionalism and adequacy of the transport of samples to the laboratory. The Partner is obliged to transport the samples, accompanied by an accurately and fully completed delivery note, to the laboratory designated by the Service Provider for acceptance, within the acceptance time frame specified by the Service Provider. If the transport is made to the wrong laboratory, the acceptance time frame is missed, or the delivery note is missing, the Service Provider may refuse to perform the Services and excludes its responsibility for

the resulting damages and other claims. The Service Provider may record the delay or the failure to receive the samples in a report.

- 5.9. The Service Provider shall ensure the transport of the samples necessary for providing the Services to the lab if this commitment and its price are specified in the Contract. The rules for the transport of samples according to schedule (the time frames for pickup) are determined by the Service Provider. The deadline and method for changing or cancelling the transport: by 4:00 p.m. on the working day before the day of the sample transport, using the following e-mail address: logisztika@synlab.com. If the Partner requests an occasional or urgent sample transport, the Service Provider will fulfil it on the basis of an individual price quotation, depending on its transport capacity, as confirmed in writing by the Service Provider. The Service Provider is entitled to unilaterally change the rules for sample transport, of which it shall notify the Partner by e-mail, at least 2 (two) days before the introduction of the change. The Partner is obliged to hand over the samples to the Service Provider ready for transport, at the start of the pickup time frame, accompanied by an accurately and completely filled delivery note. The Service Provider may refuse to perform the Services if the pickup time frame is missed or the delivery note is missing, and excludes its responsibility for the resulting damages and other claims. The Service Provider may record the delay or the failure to receive the samples in a report. If the Service Provider's transporter showed up for the pickup during the pickup time frame, but the samples were not handed over during that time for reasons within the sphere of the Partner's interests, the Service Provider is entitled to the full fee for the sample transport.
- 5.10. The Service Provider prepares the results generated during the provision of the Services – unless otherwise provided by the Contract – exclusively in electronic form and transmits them to the Partner via encryption, in PDF or other suitable format, by e-mail, and uploads them to the EESZT portal. The Contract may provide other transmission modes instead of transmission by e-mail. The Partner is obliged to provide the Service Provider with all the necessary information and consent so that the results can be forwarded to the Partner and/or the affected patients. The Service Provider delivers the results to the Partner's e-mail address specified in the Contract for sending the results, or where applicable, to that assigned to its submission codes. If the patient's social security number is not forwarded to the Service Provider, or if it is not adequate, the Service Provider cannot upload the results to the EESZT, and the Service Provider excludes its responsibility for the resulting damages and other claims. The Partner is obliged to inform the affected patients about how the results will be sent, to obtain their written consents in advance, to store them and to present them at the request of the Service Provider. If the affected patient does not give the Partner his or her written consent to the transmission of the results by e-mail, the Partner is obliged to notify the Service Provider by e-mail sent to the contact e-mail address without delay, but no later than simultaneously with the test request. The Service Provider excludes its responsibility for damages and other claims resulting from the delay or absence of this notification, from the provision of an incorrect e-mail address by the Partner, or from the failure of the Partner to fulfil other obligations under this clause.
- 5.11. The Partner is not entitled to change the test results issued by the Service Provider, or to remove the reference to the Service Provider, or to affix its own logo on them. If any change is made to the test results, the Service Provider is not responsible for their authenticity and excludes responsibility for all claims and damages resulting from this.

- 5.12. The Service Provider excludes its responsibility for technical and system errors that may occur during the communication of results via IT equipment, for any delays, damages and other claims resulting from such errors, regardless of whether the error falls within the sphere of the Service Provider's or the Partner's interests.
- 5.13. The Service Provider informs the Partner as soon as possible about any samples that cannot be processed. The Partner is obliged to pay the Service Fee for unprocessable samples to the Service Provider, unless the unprocessability was caused by the Service Provider or the person used by it.
- 5.14. If the unprocessability was caused by the Service Provider or the person used by it, the Service Provider shall be liable for the resulting claims and damages up to 100% of the fee already paid for the relevant service. In such a case, the Service Provider is not liable for consequential damages, for the lost financial advantages, and for the costs necessary to eliminate the financial disadvantages suffered by the injured party,
- 5.15. In the event of critical results, the Service Provider will notify the Partner's contact person designated for this purpose in the Contract. In the case of a critical result, the Partner is obliged to notify the affected patients without delay, and the Partner is responsible for all claims resulting from the lack or delay of this notification, the Service Provider excludes its responsibility.
- 5.16. The Partner is obliged to cooperate with the Service Provider in the investigation of complaints by patients related to the Services and potentially reported to the Service Provider.
- 5.17. If the Contract does not expressly prohibit the deviation, the Service Provider is entitled to carry out the laboratory tests at any site or laboratory other than the place of performance specified in the Contract, if the professional and operational conditions for carrying out the given laboratory test exist at that other place.
- 5.18. The Partner is obliged to ensure the availability of a competent contact person to the Service Provider at all times (even outside of working hours) so that the critical test results can be communicated and to discuss any professional questions that may arise during the processing of samples. The Partner is obliged to inform the Service Provider of any change in its contact information immediately, but no later than within five (5) working days, by e-mail sent to the contact e-mail address specified in the Contract, and to promptly respond to the Service Provider's occasional inquiries (e.g. to communicate critical test results). The Service Provider shall not be liable for any damages or other claims related to the Partner's provision of inadequate information or contact information that was not suitable for notification.
- 5.19. The Parties are entitled to process the data (name, telephone number, e-mail address) of the persons they have designated as their contact persons in the contract solely for the purpose of contact related to the Contract, for the duration of the Contract.
- 5.20. The Partner is not entitled to use the SYNLAB name or logo unless otherwise stipulated in the Contract. Moreover, the Partner is not entitled to use or refer to the Service Provider's name, reputation, or any

appearance thereof as part of its visual identity or in its marketing communication activities. The Partner shall not create the impression in its visual identity and its marketing communication that the Partner or any of its units are identical to the Service Provider, act as part of or on behalf of the Service Provider (in particular, it is prohibited to use any visual identity having similar colours or graphics as the Service Provider's visual identity and any name similar to Service Provider's name).

6. USE OF SUBCONTRACTORS

- 6.1. The Service Provider is entitled, based on its own decision, to use an performance agent to provide the Services.

7. SERVICE FEE

- 7.1. The Partner is obliged to pay a Service Fee as consideration for the performance of the Services. The Service Fee may consist of the fee for laboratory and related services and the sample transport fee. If the fee for a Service is not specified in the Contract, or in the absence of a signed Contract there is a dispute between the parties in this matter, the Partner shall pay the fee listed in the Service Provider's current retail price list published on the Service Provider's website, as consideration for such Service.
- 7.2. The Service Provider is entitled to revise the Service Fees from time to time and to change the fee for some Services. In the event of a change affecting the Service Fee, the Service Provider shall notify the Partner 30 (thirty) days prior to the effective date by e-mail or in writing. In the notification, the Service Provider specifies the Service Fees to be amended and the effective date of the change. If the Service Fees are increased by the Service Provider, the Partner is entitled to terminate the Contract up to the day preceding the entry into force of the change, if the change affects a test without which the Partner would not have entered into the Contract, or if it is no longer in its interest to maintain the Contract with the increased fee. If the Partner does not exercise its right of termination within the specified deadline, it shall be deemed to have accepted the amendment initiated by the Service Provider.
- 7.3. The Service Provider may grant the Partner a fee discount in the Contract. If the Contract does not specify the amount of the discount for a Service, or if there is a dispute between the parties in this matter in the absence of a signed Contract, then the Partner is obliged to pay the price without the discount, as consideration for such Service. Discounts are only available to the Partner for tests received in calendar months during which the Partner did not have any invoice debt overdue for more than 15 days in the whole month. The Service Provider is not obliged to check the existence of this condition before monthly invoicing, and the Partner is obliged to refund the amount of unauthorised discounts if the Service Provider so requests within the general limitation period.
- 7.4. Unless expressly stipulated otherwise in the Contract, the fee discounts stated in the Contract do not apply to the following services and fees: blood draw, sampling on site; call-out fee; emergency/priority surcharge; publication of results in English; tests at official prices; DNA profile tests; outsourced (domestic and international) tests
- 7.5. The sample transport fee is determined per site and per transport occasion.

- 7.6. Once per calendar year, the Service Provider is entitled to index (increase) any element of the Service Fee. This indexing shall take place taking as base the price of the previous year and the aggregated Hungarian B-All service price index¹ published by the KSH Central Statistical Office for the previous year retroactively to 1 January of the given year. The Service Provider notifies the Partner about the indexing by publishing it on its website and/or informs it in other ways (for example, information placed on the invoice, sending an e-mail to the e-mail address specified in the Contract).
- 7.7. The Service Provider prepares a monthly account of the Services it provides and issues an invoice for the Service Fee. The Services may include mediated services, in which case this fact will be indicated on the invoice. Individual requests related to invoicing (for example, breakdown into individual sub-amounts, party obliged to pay if different than the Partner) must be specified in advance in the Contract, otherwise compliance with them may be refused.
The Service Provider issues an electronic invoice in electronic form, with an electronic signature and time stamp, in accordance with the applicable laws.
Invoices sent to the e-mail addresses designated by the Partner in the Contract for receiving electronic invoices shall be deemed to have been received by the Partner. If there is a change in the e-mail address designated for electronic invoicing, before introducing the new e-mail address the Partner is obliged to request the change of this Contract data by sending an e-mail to the contact e-mail address specified in the Contract and to the address Szamlazas.Hungary@synlab.com, according to clause 14.1 of GTC.
- 7.8. The Partner is obliged to pay the invoice issued by the Service Provider by bank transfer within 15 days of its issuance.
- 7.9. In case of late payment, the Service Provider is entitled to late payment interest according to the Civil Code. If the Partner is more than 15 days late in fulfilling any of its payment obligations, the Service Provider is entitled to suspend its Service from the 16th day without separately notifying the Partner, may refuse performance from this date, and in the event of a 30-day delay, it is entitled to terminate the Contract in accordance with clause 11.3.
- 7.10. The Partner has the right to object to the invoice (including other accounting documents), its legal basis or amount, within 10 (ten) working days from the date of its certified receipt (or receipt presumed according to clause 14.2). The objection to the invoice must state the objected data, amount, or circumstances forming the basis of the objection, and its reasons. The objection must be addressed to the contact person indicated on the invoice and must be sent to the e-mail address indicated there. If the Partner does not submit an objection regarding the Service Provider's invoice within the deadline specified in this clause, or if the objection does not meet the requirements of this clause, the payment obligation stated in the invoice must be deemed acknowledged (undisputed) on the day following the 11th (eleventh) working day, unless the invoice does not meet the legal requirements.
- 7.11. The Partner may set off against its payment obligations any overdue debts acknowledged in writing by the Service Provider; in other cases, it has no set-off, deduction or withholding rights.

¹ Output price indices of the observed service areas required by the EBS Regulation (European Business Statistics, 2152/2019) for services provided to the entire customer base

- 7.12. The Service Provider is entitled – upon notification of the Partner – to assign its claims arising from the Contract to a third party under an assignment contract. In addition to the assignment in accordance with this clause, without the prior written permission of the other party the parties may not assign their rights arising from the Contract, their obligations may not be assumed by a third party, and no contract assignment may take place without prior written permission. In the absence of prior written permission, such a transaction is void in respect of the other party.

8. EXERCISE OF STATUTORY WARRANTY RIGHTS

- 8.1. The Service Provider has implemented a number of measures, continuous monitoring, and applies quality assurance procedures in order to prevent errors in the Services. The Service Provider has a statutory warranty obligation for any proven defective performance that may arise despite this. On the basis of its statutory warranty claim, the Partner may primarily request the repetition of the relevant laboratory test or, if possible, the correction of the error in another way. If the error does not affect the performed test, but the results prepared of it, and the error is rectified within 15 (fifteen) working days after it has been reported (the Service Provider sends the error-free results to the Partner), the Service Provider's performance must be considered to have taken place in accordance with the contract. If, according to the Service Provider's statement, it is not possible to repeat the laboratory test which can be requested primarily or to correct the error in another way, or if the Service Provider has not undertaken it, then the Partner may secondarily request a proportional reduction of the Service Fee, or is entitled to withdraw from the part of the Contract applicable to the defective service or test. After discovering the error, the Partner is obliged to notify the Service Provider of the error without delay.

9. LIMITATION OF LIABILITY, FORCE MAJEURE

- 9.1. The parties are obliged to compensate each other for proven damages caused to each other by breach of the Contract in accordance with the rules of the Civil Code in force at all times, with the deviations stipulated in the General Terms and Conditions.
- 9.2. The Service Provider's liability for damages resulting from a breach of contract does not cover other damages occurred in the Partner's property and the loss of financial advantages. The amount of compensation by the Service Provider for damage caused by the breach of the Contract shall not exceed the lower of the following two amounts: 10 (ten) times the value of the Service Fee of the test affected by the breach of contract, or the monthly average of the amount paid by the Partner under the Contract up to the date of the damage (the upper limit of the liability for compensation of damages).
- 9.3. The party is exempted from liability for non-fulfilment or non-contractual fulfilment of the provisions of the Contract if the cause of the breach of contract is an event or circumstance that the party claiming it could not avoid or prevent even with the due care expected of it, and which makes it impossible or significantly hinders the fulfilment of the contractual obligations (force majeure). In this case, the party claiming the existence of force majeure shall be released from its contractual obligations for the duration of and to the extent to which the fulfilment of these obligations is prevented by the force majeure event. In case of exemption of the party claiming a force majeure event, the other party is also exempted from

fulfilling its obligations under the Contract to the extent of the exemption. However, this exemption does not apply to the failure to comply with notification obligations or to the performance of payment obligations that have already become due under the Contract.

- 9.4. Force majeure events shall include in particular, but shall not be limited to:
- a) acts of war, blockade, revolution, attempts, terrorist act;
 - b) other emergencies, natural disasters, earthquakes, fires, epidemics, floods, windstorms, lightning strikes, extreme weather conditions;
 - c) malfunction, restriction or outage of utility services, lack or unexpected significant price increase of materials necessary for performance, procurement difficulties, extraordinary delay of suppliers, import-export prohibitions, restrictions;
 - d) work stoppage, strike (including work stoppages and strikes of the party's own employees).
- 9.5. The lack of approvals, licences, or authorisations necessary for the performance of the Contract on the part of either party is not considered force majeure.
- 9.6. In the event of a force majeure event, the party invoking it must notify the other party as soon as possible and at the same time inform it of the expected duration of the force majeure and its effect on the Contract. It is also obliged to do everything that can be expected of it in order to eliminate, prevent and mitigate the consequences of the force majeure event. At the request of the other party, the party requesting exemption from its contractual obligations on the grounds of force majeure must credibly prove the existence and circumstances of the force majeure event by submitting supporting documents.
- 9.7. The provisions of the General Terms and Conditions cannot be interpreted in such a way as to limit or exclude the liability of either party for damage caused by crime or intentionally, or for breach of contract that damages life, limb or health.

10. PERFORMANCE OF THE OBLIGATION TO REPORT EESZT DATA

- 10.1. The data reporting obligations under EMMI Decree 39/2016 (XII. 21.) on the detailed rules of the National eHealth Infrastructure and other obligations relating to the EESZT shall be performed by the Service Provider and the Partner in accordance with the provisions as applicable to them.

11. EXPIRY AND TERMINATION OF THE CONTRACT

- 11.1. If the Contract is made for an indefinite period, it will be terminated:
- a) by mutual consent,
 - b) by unilateral termination notice by either party, on the 30th day following receipt of the written termination notice (ordinary termination),
 - c) with immediate termination due to the other party's serious breach of contract (extraordinary termination).
- 11.2. A Contract made for a fixed term shall be terminated:
- a) at the end of the fixed term,

- b) by mutual consent,
- c) with immediate termination due to the other party's serious breach of contract according to clause 11.3 (extraordinary termination).

11.3. The Agreement may be terminated by either party with immediately effective extraordinary notice in the event of the other party's serious breach of contract, if the contractual performance does not happen despite a notice setting an appropriate extra deadline. The Partner is considered to be in serious breach of contract, in particular, if it is more than 30 (thirty) days late in paying the Service Fee and does not remedy this even despite the Service Provider's written or e-mail notice of at least 5 (five) days. The Service Provider is considered to be in serious breach of contract if it is more than 30 (thirty) days late in the performance of Services significant in relation to the Contract as a whole, and does not remedy this despite the Partner's written or e-mail notice setting an extra deadline of at least 5 (five) days, unless this is caused by force majeure, the lawful refusal to perform or the Partner's breach of contract. Insignificant or minor damage to the contractual interests of any party does not justify the exercise of the right of extraordinary termination.

12. CODE OF CONDUCT

12.1. The Service Provider informs the Partner that in the course of its business activities and operations, it follows the rules set out in the Code of Conduct available on the Service Provider's website (www.synlab.hu). The Service Provider indicates that it considers it desirable for its Partners to accept and adhere to high-level standards of conduct equivalent to those contained in the Code of Conduct.

13. DATA PROTECTION, CONFIDENTIALITY

13.1. The Service Provider is considered to be the data processor of the Partner in relation to the Contracts. The Service Provider and the Partner enter into a data processor agreement with each other at the same time as concluding the Contract.

13.2. Laws relevant and applicable to the Contract in respect of personal data and test results: the General Data Protection Regulation (2016/679/EU – General Data Protection Regulation – GDPR) and the Hungarian data protection laws in force at all times: Act CXII of 2011 on Informational Self-determination and Freedom of Information, Act XLVII of 1997 on the Processing and Protection of Medical and Related Personal Data, and Act XXI of 2008 on the protection of human genetic data, human genetic tests and research, and the rules for the operation of biobanks.

13.3. The Service Provider and the Partner process the personal data of the other party's contacts and staff as independent data controllers. The data processing notice regarding Service Provider's data processing relating to the Partner's contacts and staff is available on the Service Provider's website (www.synlab.hu).

13.4. The Service Provider and the Partner treat all facts and data that they become aware of in connection with the Contract as strictly confidential, and do not make them public or disclose them to third parties

without the other party's prior written consent. This obligation is independent from the duration of the contractual relationship and shall survive the termination of the contractual relationship. The Service Provider's and the Partner's employees and their other agents shall also be bound by confidentiality.

14. FINAL PROVISIONS

- 14.1. In daily communication and in the cases specified in the General Terms and Conditions, e-mail messages sent by the parties to each other are also considered to be an accepted method of contact if they are sent from the e-mail address specified in the Contract to the other party's e-mail address specified in the Contract. The parties are obliged to ensure that the notifications and post sent to the e-mail address provided by them can be successfully delivered. The responsibility, risk and costs related to maintaining the e-mail address and ensuring its functionality are borne by the party providing the e-mail address. The e-mail must be considered delivered at the time when one party sent it to the e-mail address provided by the other party, if no error message was received on unsuccessful delivery. Unless otherwise provided in the Contract, the following data, which are part of the Contract, can be amended by e-mail, provided that their application requires confirmation by the recipient by e-mail:
- a) Name, telephone number, and e-mail address of the contact persons and representatives (representative with full powers, a person designated for notification in operative matters or of urgent, critical results outside working hours, financial contact person, other representative and contact person);
 - b) e-mail address for receiving e-invoices;
 - c) e-mail address designated for receiving results;
 - d) submission code.
- 14.2. However, communication by e-mail does not apply to making statements on essential matters of the Contract (in particular, but not exclusively, to the termination of the contract), and any such statements can only be made by the parties' authorised representatives in writing, by registered letter with acknowledgement of receipt or by personal/courier delivery. If it cannot be proven that the notification or declaration was received earlier, it must be considered received no later than 5 days from the date of posting, even if the notification or declaration is returned to the other Party for any reason, including in particular with the message "unknown address", "did not collect", "moved to unknown address", "addressee unknown", "refused to accept", "delivery obstructed". If there is a change in the contact details of either party as recorded in this contract, it is obliged to notify the other party immediately in a certifiable manner; in the absence of this notification, statements sent to the original address or e-mail address are considered to have been communicated.
- 14.3. The GTC is an inseparable part of the Agreement. In matters not regulated in the main text of the Contract, the conditions laid down in the General Terms and Conditions shall prevail and apply. Unless the main text of the Contract stipulates a provision different from the provisions of the General Terms and Conditions, the General Terms and Conditions supplement the conditions set out in the Contract. If there is a discrepancy between the main text of the Contract and the General Terms and Conditions, the provisions of the main text of the Contract shall prevail.
- 14.4. In matters not regulated in the Contract, the provisions of Hungarian law shall apply.

14.5. Effective from: 1 July 2023 until revoked or amended.
