

CONTRACT FOR MEDICAL SERVICES WITHIN A MEDICAL CARE PACKAGE concluded with a natural person

Concluded between:

First name and surname:

Address:

(postal code/locality/street/house no/flat no)

Date of birth:

Personal Id No:

Telephone:

E-mail:

hereinafter referred to as **"the Ordering Party"**

and

POLMED Spółka Akcyjna /joint stock company/ with its registered office in Starogard Gdański, Os. Kopernika 21, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, under KRS number: 0000271013, with the share capital in the amount of PLN 869,870.00 fully paid up and numbers: Tax Id No: 592-19-63-724, Business Reg. No: 192110780

hereinafter referred to as **"the Service Provider"**,

The Ordering Party and the Service Provider are jointly referred to as **"the Parties"**.

§ 1. Statements of the Parties

1. The Service Provider states that:

- 1) within its own Medical Centers, POLMED offers Medical Services in the form of a medical entity within the meaning of Art. 4 sec. 1 point 1 of the Act of April 15, 2011 on medical activities;
- 2) cooperates - also for the purposes of this Agreement - with other entities performing medical activities, having the status of POLMED Medical Partners;
- 3) has appropriate technical potential and qualified medical staff which guarantees proper performance of obligations under the Agreement, in a safe manner, while maintaining applicable regulations which specify quality, technical and occupational health and safety requirements;
- 4) the conclusion and performance of the Agreement by the Service Provider will not constitute a breach of any Agreement or any obligation incumbent on it, and will not breach any administrative decision, judgment, ruling or provision to which it is bound.

2. Definitions of phrases used in this Agreement are included in the General Terms and Conditions of Medical Services Agreement concluded with natural persons (OWU), constituting Appendix No. 1 to this Agreement.

§ 2. Subject Matter of the Contract

1. The Service Provider, at the request of the Ordering Party, undertakes to provide health services (including Medical Services) in the form of a package named, the detailed scope of which is specified in Annex 2 to the Agreement, for the benefit of persons indicated by the Ordering Party (Patients), and in accordance with the content of the Medical Care Packages indicated for them, under the terms of the Agreement and annexes to the Agreement.
2. Annex 2 to the Agreement specifies the detailed scope of services under the Medical Care Package and (if applicable) the amount of additional payments for individual Medical Services included in the Package.
3. For services arranged directly at POLMED Medical Centers, it is permissible to charge the Patient or the Ordering Party at the reception of these Centers.

§ 3. Place of Performance of the Services

1. The Service Provider undertakes to perform Medical Services as described in Annex 1 to the Agreement, in POLMED Medical Centers and in outpatient clinics of POLMED Medical Partners located in the territory of the Republic of Poland. The list of the Service Provider's facilities is available on the Provider's website www.polmed.pl and is updated there.
2. The Service Provider is obliged to perform the subject of the Agreement in rooms meeting the requirements specified in the relevant regulations, equipped with medical apparatus and equipment with appropriate certificates, approvals or other documents confirming the approval of the medical apparatus and the equipment for use and documents confirming current inspections carried out by authorized entities, excluding situations where the nature of the service requires them to be provided outside such rooms.
3. Access to the Services will be coordinated by the Service Provider's Patient Call Center at tel. numbers 58 775 95 99 or 801 033 200 (for landline phones). Detailed rules for arranging Patients' appointments are set out in Annex 1 to the Agreement (GTC).

§ 4. Principles of personal data processing and information obligation

1. The Service Provider is responsible for compliance with the law on the processing and protection of personal data of the Ordering Party and Patients in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC (General Data Protection Regulation, GDPR), the Act on the Protection of Personal Data and its implementing acts, with particular emphasis on the principles of processing personal data of patients by a healthcare entity, in accordance with the provisions of the Act of April 15, 2011 on medical activity and the Act of November 6, 2008 on patients' rights and the Patients Ombudsman.
2. The Service Provider, when processing personal data, undertakes to apply technical and organizational measures aimed at the right, appropriate to the threats and categories of data protected, securing the personal data entrusted for processing, in particular to protect them against disclosure to unauthorized persons, removal by an unauthorized person, processing with violation of the law and alteration, loss, damage or destruction.
3. The Service Provider, meeting the information obligation in accordance with applicable national law and in accordance with Art. 13 sec. 1 and sec. 2 GDPR, informs that:
 - 1) the controller of personal data is POLMED S.A. with the registered seat in Starogard Gdański, Os. Kopernika 21, postal code 83-200, e-mail address: kontakt@polmed.pl, tel. 58 775 09 19.

- 2) The Service Provider processes personal data for the purpose of providing Medical Services, verification of data when arranging an appointment via the Telephone Patient Service Center, in POLMED own facilities, cooperating facilities and doctor's offices; contact by phone or via e-mail in order to confirm the reservation, cancel or change the date of a medical consultation and send information regarding preparation for examinations or treatments; testing the quality of services via surveys or an automatic telemarketer, pursuing claims and defending rights in connection with the conducted activity, making settlements on this account, and for keeping, storing and sharing medical documentation pursuant to the provisions of the Act of November 6, 2008 on patient rights and the Patient Ombudsman and for marketing purposes (telephone and/or e-mail contact) as part of the activities of POLMED S.A.
- 3) processing personal data of the Ordering Party and Patients indicated by the Ordering Party, referred to in § 2 sec. 1 of this Agreement, takes place on the basis of art. 6 sec. 1 lit. b GDPR and Art. 9(2)(h) GDPR, for the purpose necessary to perform this Agreement.
- 4) methods of contacting the Data Protection Inspector at POLMED S.A. based in Starogard Gdański is: e-mail address: daneosobowe@polmed.pl and a contact form available at www.polmed.pl.
- 5) personal data of the Ordering Party and Patients will be kept for the period required by applicable law, including Act of November 6, 2008 on patient rights and the Patient Ombudsman.
- 6) The Ordering Party and each Patient have the following rights:
 - a) the right to access your data and receive a copy of it;
 - b) the right to rectify (correct) your data;
 - c) the right to delete data, limit data processing (with the exception of Article 17(3)(c) of the GDPR, i.e. except for restrictions resulting from the Service Provider's implementation of the statutory obligation to store medical records and patients' personal data contained therein);
 - d) the right to object to the processing of data (with the exception of Article 17 (3) (c) of the GDPR, i.e. except for restrictions resulting from the Service Provider's implementation of the statutory obligation to store medical records and patients' personal data contained therein);
 - e) the right to transfer data (with the exception of Article 17(3)(c) of the GDPR, i.e. except for restrictions resulting from the Service Provider's implementation of the statutory obligation to store medical records and patients' personal data contained therein).
- 7) The Ordering Party and each Patient have the right to lodge a complaint with the supervisory body if, in their opinion, the processing of personal data violates the provisions of applicable national law, including the EU GDPR Regulation.
- 8) Providing personal data by the Ordering Party (both his and his Patients) is voluntary, but necessary to provide services under this Agreement.
- 9) The Service Provider informs that the personal data it processes will not be processed in an automated manner and will not be profiled without the separate consent of the Patient.

§ 5. Remuneration

1. For the provision of Medical Services, the Ordering Party is obliged to pay the Service Provider remuneration in the total amount of PLN for the full term of the Agreement (i.e. 12 months) in relation to the Medical Care Package selected by the Ordering Party.
2. The Ordering Party pays a one-off payment in advance for all Patients and for the Package selected for each of them for the entire term of the Agreement, which is a condition for the conclusion of this Agreement, subject to the provisions of the Agreement on surcharges for Medical Services and subject to the possibility of concluding a consumer loan agreement for financing the above-mentioned payment.

3. The date of payment shall be the date when the Service Provider's account is credited with the full amount of a given fee, referred to in sec. 1 above.
4. The price described in paragraph 1 above may be paid with the funds which come from a this Agreement financing provider, on the condition that the Ordering Party concludes a separate agreement with such a provider for the repayment of the debt in installments.

§ 6. Term of the Agreement and Right to Benefits

1. The contract is concluded for the period of one year, i.e. twelve full calendar months.
2. The contract shall come into force on the first day of the following month after the full amount is credited to the Service Provider's bank account.
3. The Patient acquires the right to Benefits after fulfilling the condition referred to in § 6 sec. 2 and after correct verification of the Patient's personal data..

§ 7. Nondisclosure Clause

The Service Provider undertakes, both during the term of this Agreement and after its termination or expiry, not to disclose to other persons any information received from the Ordering Party in oral, written or material form and recorded on any storage medium, unless the obligation to disclose this information results from legal regulations or the Ordering Party has consented to it.

§ 8. Final Provisions

1. Relevant provisions of the Civil Code and other legal provisions shall apply to matters not covered by the Agreement.
2. Any changes to this Agreement must be maintained at least in the form in which the Agreement was concluded.
3. Attachment no. 1 shall be amended on the terms described in this attachment.
4. Any possible disputes related to the performance of the Agreement shall be submitted to a common court of general jurisdiction.
5. In the event of a contradiction between the provisions of the Agreement and the content of the Annexes, the provisions of the Agreement shall apply, and the provisions of the Annexes only insofar as it does not conflict with the provisions of the Agreement or their purpose.
6. The following annexes constitute an integral part of the Agreement
Annex No. 1 - General Terms and Conditions of the Agreement
Appendix 2 - Scope of Services under the Medical Care Package

Date of signing the Contract: _____

For the Ordering Party:

For the Service Provider:
