

General Terms and Conditions of cereneo Schweiz AG and cereneo International AG

§ 1 Scope of application

- 1) These General Terms and Conditions (GTC) serve to govern the contractual relationship between cereneo Schweiz AG or cereneo International AG, respectively (cereneo) and the patient and shall apply to all services provided by cereneo (particularly to stationary and ambulatory clinical and therapy services). Furthermore, they are explicitly applicable if a treatment is carried out abroad. In case the contractual relationship has not been entered into between cereneo and the patient but with a representative (particularly with regard to an accompanying person being accommodated in the patient's room, legal representatives or a bearer of costs) these GTC also apply by analogy to such representative.
- 2) Insofar as a written offer from cereneo stipulates conditions which differ from these GTC such conditions shall take precedence over these GTC. The same applies for individually concluded written contracts between cereneo and the patient (or the bearer of costs, respectively).

§ 2 Legal relationship / Third party services

- 1) Generally, the services provided by cereneo consist of services which according to the value added tax legislation are excluded from tax duties (especially clinical and therapy services and treatments of patients as well as the accommodation of an accompanying person in the patient's room).
- 2) Additional services (especially such being subject to value added taxes) may be provided by Hospitality Visions Lake Lucerne AG (HVLL) (in particular accommodation and board of additional accompanying persons at the Park-Hotel Vitznau or the Campus Hotel Hertenstein, additional services provided by HVLL upon request such as wellness treatments, room service etc.) or may be rendered by third parties and such services are (unless otherwise agreed) to be paid for directly to the third party by the patient, his accompanying person or the bearer of costs. With regard to such payments no contractual relationship whatsoever with cereneo exists, which is why it is inadmissible to assert any kind of claims (especially liability claims) against cereneo, even if cereneo has recommended the services of the third party.

§ 3 Offers

- 1) An offer is valid for seven days, unless otherwise stated by cereneo in writing.
- 2) Cost details declared by cereneo to be "approximate" shall not be binding and shall only serve as a reference for estimating the actual costs.

§ 4 Scope of cereneo's performance obligations

- 1) cereneo's performance obligations are determined by the offer that has been issued by cereneo and

are limited to the time period outlined in the offer.

- 2) Any additional services, meaning services that have not been mentioned in the offer or services rendered outside the time period stated in the offer (particularly external examinations) must in any case be paid separately. The performance of such services lies within the discretion of cereneo.
- 3) In any case, services rendered by third parties, e.g. by HVLL, are not part of cereneo's performance obligation (cf. § 2 section 2).

§ 5 Payment Conditions

- 1) Unless otherwise provided for in the offer, the payment for all services provided by cereneo has to be made in full prior to the commencement of the stay in the clinic via bank transfer. Any bank charges shall be completely borne by the patient (or the bearer of costs, respectively).
- 2) As long as the advance payment has not been made in full, cereneo is generally not obliged to admit the patient or provide any services.
- 3) An advance payment(s) shall also be made for the services that are not mentioned in the offer, agreed upon to be settled separately (cf. § 4 section 2). § 5 section 2 applies by analogy.
- 4) After the discharge of the patient from the clinic, cereneo issues (in general within 60 days) a final invoice. Any remaining balance will be refunded to the patient whereas supplemental costs incurred will be invoiced to the patient or the bearer of costs and shall be paid within 15 days from the invoice date.
- 5) If the patient or their bearer of costs fails to pay the final invoice in accordance with § 5 section 4, thereby resulting in an outstanding balance, the patient or his/her bearer of costs automatically agrees that cereneo may pass on required data, including protected medical data, if applicable, to third parties for the purposes of debt collection, in compliance with applicable data protection laws.
- 6) In case of late payment, cereneo is entitled to bring to charge up to 15% moratory interest per annum.
- 7) Offsetting of claims of the patient (and/or the bearer of costs) that are contested by cereneo and not finally determined by a court with claims of cereneo against the patient is not admissible.
- 8) Special conditions regarding statutory health insurance patients for whom an insurance company will settle payments remain reserved.

§ 6 Admission, Appointments and (early) Discharge

- 1) The patient is obliged to arrive at the time agreed for the stay in the clinic. In case of an annulment of a planned stay in the clinic, cereneo reserves the right to invoice an adequate amount with regard to the expenses already incurred. In any case at least one day of clinical stay will be charged, unless the annulment has been declared at least 24 hours before the planned stay. The patient, or the bearer of costs, respectively, acknowledges that, depending on the date of annulment, cereneo may

be charged up to 100% of the costs for the initially contemplated period of accommodation by HLVV and the patient (or the bearer of costs) undertakes to fully reimburse cereneo for such expenses.

- 2) Appointments during the stay in the clinic (therapies, assessments etc.) will be postponed adequately if obstacles should arise through no fault of the patient. Otherwise the respective compensation for an appointment is still due if the patient has not annulled the appointment at least 24 hours in advance. The same applies in particular for missed appointments. cereneo shall always be allowed to postpone appointments based on reasonable grounds.
- 3) Generally, the discharge of the patient from the clinic takes place on the time agreed between cereneo and the patient. Deviations because of achieving the treatment goals or according to § 6 section 4 and 5 remain reserved.
- 4) The patient may at any time terminate the stay in the clinic. In case notice is given at least 24 hours in advance, the duty of payment for therapy services ends on the day of discharge from the clinic. Otherwise, the costs of an additional full day have to be paid. In respect of reimbursement for accommodation services (reimbursement of actual expenses), §6 section 1 shall apply by analogy.
- 5) cereneo may terminate the stay in the clinic unilaterally and expel the patient and/or his/her accompanying person if there are reasonable grounds. This is particularly the case if:
 - a) the patient does not participate in the planned therapies;
 - b) the patient and/or his/her accompanying person conduct criminal actions, do not follow the instructions of cereneo's employees or violate the house rules of cereneo or of Park Hotel Vitznau, Campus Hotel Hertenstein or Hospitality Visions Lake Lucerne AG, respectively or otherwise act improperly;
 - c) the patient is in default with payments (advance payments or other invoices);
 - d) the patient and/or his/her accompanying person engages in violence, inappropriate behavior, or any form of misconduct towards cereneo's employees, including but not limited to physical or verbal abuse, harassment, or discrimination;
 - e) the patient and/or his/her accompanying person violates § 10 of these GTC.
- 6) In the event of a violation of § 6 section 5 b) through e), cereneo reserves the right to reduce or suspend the services provided to the patient, including therapy sessions, without further notice or liability.

§ 7 Post-Stay Contact

- 1) cereneo is committed to the lasting recovery of their patients. Therefore, cereneo case management extends beyond the inpatient stay of the patient.
- 2) By accepting these GTC, the patient and/or their accompanying person agree to be contacted by cereneo for follow-up purposes subsequent to their inpatient stay. This contact may include but is not limited to phone calls, emails, or other forms of communication deemed appropriate by cereneo.

- 3) Contact can also be made if new innovative rehabilitation services are available that may be useful to the patient.

§ 8 Items and vehicles brought in

- 1) Generally, we recommend to limit cash and valuables brought into the clinic for the duration of the stay to a minimum. It is pointed out that the rooms are usually not locked.
- 2) For the storage of smaller amounts of cash and valuables, there is a safe in every room. cereneo may only be held liable for the loss or the damage of cash or valuables stored in the safe to the extent that cereneo itself is effectively indemnified by its insurance company. Any further liability is explicitly excluded, to the extent legally permissible. Upon request, cereneo shall inform the patient or his/her accompanying person, respectively, about the applicable insurance protection.
- 3) cereneo is, to the extent legally permissible, not liable for any loss or damage of items brought along, which have not been locked in the safe according to § 8 section 2. Furthermore, cereneo is, to the extent legally permissible, not liable for any loss or damage of vehicles which have been parked on the hospital premises by patients and/or accompanying persons.

§ 9 Limitation of Liability

- 1) cereneo has taken out adequate professional liability insurance for its legal liability in accordance with the applicable laws of Switzerland.
- 2) The liability of cereneo, its organizations, employees and auxiliary persons or of an affiliated undertaking and the organizations, employees and auxiliary persons of the latter under any legal title is limited to the amount effectively indemnified by cereneo's insurance (plus deductible according to the insurance policy). Any further liability is explicitly excluded. Upon request, cereneo shall inform the patient or his/her accompanying representative, respectively, about the applicable insurance protection.
- 3) Should there be no insurance indemnification available in a specific case (especially because of a respective exclusion in cereneo's professional liability indemnity insurance contract), cereneo's liability is limited to gross negligence and willful misconduct. Furthermore, in this case cereneo's liability is limited to direct damages (indemnification for indirect damage and consequential loss is excluded) and the maximum amount of cereneo's liability will be the costs for treatment and accommodation that have been invoiced to the patient and actually been paid.
- 4) The patient (or his/her duly authorized representative) acknowledge and agree that cereneo's professional liability insurance specifically excludes any claims brought by or on behalf of a patient, his/her estate, beneficiaries or heirs in the United States of America or Canada or under the laws of either of those nations. Therefore, the patient or anyone on his/her behalf agree to resolve any disputes in the ordinary courts of Switzerland using Swiss law as more fully described below.
- 5) The patient or his/her representative, respectively, and/or the bearer of costs take note that cereneo,

being a company active in research may use non-CE certified machines, equipment, software or other aids for research and treatment purposes, and explicitly declares his/her agreement thereto.

§ 10 Non-solicitation

- 1) In order to ensure the wellbeing of the patients cereneo makes great efforts to recruit highly qualified and motivated employees that are educated continuously. It is therefore prohibited for the patient and/or his/her accompanying person to solicit cereneo's employees (particularly doctors, therapists and nursing staff) to cease their employment with cereneo and/or to enter into an agreement with the patient and/or his/her accompanying person (directly or indirectly). In case of contravention the patient undertakes to pay liquidated damages to cereneo in the amount of EUR 50'000 for each violation.

§ 11 Data Protection

- 1) The dissemination and editing of data in relation to the patient is executed in accordance with the principles outlined in the Swiss Data Protection Act, the General Data Protection Regulation, where applicable, and Swiss civil law (and is, as far as applicable, subject to the medical privilege), unless otherwise provided for hereinafter. Further information on the processing of personal data by cereneo, in particular regarding patients' rights (right to information, etc.), the transfer of data to third parties as well as the transfer abroad, is provided in the data privacy statement available on our website (<https://cereneo.ch/privacy-policy>). This data privacy statement forms an integral part of the present GTC and supplements the following provisions. The legal interest in the data processing described below lies in the execution of the contract between cereneo and the patients according to art. 6 para. 1 lit. b GDPR, in the legitimate interest according to art. 6 para. 1 lit. f GDPR and partly in the fulfilment of a legal obligation. Finally, consent has also been given to the following data processing.
- 2) With regard to the accounting and the bearing of costs, cereneo is authorised to transmit the relevant data to the bearer of costs (especially to an insurance company, but also to any third party bearing the costs, namely foreign embassies, authorities etc., as the case may be).
- 3) The patient or their (legal) representative agrees that cereneo is authorised to provide information to indicated contact persons (until written revocation by the patient) both, with regard to administrative and medical issues. The same applies with respect to family doctors, specialists or referring physicians etc.
- 4) Being a company active in research, cereneo aims to always improve its therapy measures. Unless the patient explicitly declares otherwise in writing, it is assumed that he agrees to his/her personal data being recorded, examined and used for research purposes in anonymised form.
- 5) The patient acknowledges and agrees that data may be exchanged between the various companies of the Neuro Recovery Group AG in connection with the provision of services and administration and with the corresponding purpose. Further information about this data exchange can be found in

the data privacy statement referred to in § 11 section 1 of these GTC.

- 6) cereneo cooperates with cereneo - Center for Interdisciplinary Research (cefir), a non-profit foundation under Swiss law, and with Lake Lucerne Institute AG (LLUI), a charitable, non-profit stock corporation under Swiss law. The patient acknowledges and agrees that employees of cefir and/or LLUI may collect patient data, access the patient files and may process the personal data contained therein for the purposes mentioned in the data privacy statement referred to in § 11 section 1 of these GTC. Furthermore, the patient acknowledges that cereneo is not responsible for the collection and processing of personal data by third party applications as outlined in the data privacy policy.

§ 12 Salvatory Clause

- 1) Should individual provisions of these GTC be or become invalid the remaining provisions shall remain effective. The invalid provision shall be replaced by a provision that reflects to the widest extent possible the same economic intention.
- 2) The same applies in case of loopholes in these GTC.

§ 13 Applicable Law and Place of Jurisdiction

- 1) The legal relationship between the patient (or a possible accompanying person and/or a bearer of costs, respectively) and cereneo shall (irrespective of the legal grounds) be governed and exclusively be subject to the substantive laws of Switzerland excluding the conflict of laws rules according to Swiss International Private Law and any international treaties.
- 2) For all (contractual or non-contractual) disputes between the patient (or a possible accompanying person and/or a bearer of costs, respectively) and cereneo irrespective of the legal grounds, the exclusive place of jurisdiction shall be the canton of Lucerne, Switzerland.

Version dated May 2023