

## **Terms and Conditions, Treatment Contract and Fee Agreement**

This treatment contract governs the business relationship between  
Universanus Gesundheitszentrum – hereinafter referred to as "Practice"–  
owned by the Uwe Meyer & Marc Wasilewko civil law partnership (GbR), Torstr. 177, 10115  
Berlin, Germany  
and  
you as a patient or user of our offers and health services

### 1. Type of contract and how it arises

This is a treatment contract according to § 630 a ff of the German Civil Code (BGB) in conjunction with § 611 ff of the German Civil Code, which comes into effect when the patient has signed this contract governing medical treatment, or has otherwise informally accepted the Practice's offer to provide its services. By booking an appointment for an examination, consultation and/or treatment (also online), you declare your informal acceptance of these contractual terms.

The Practice is within its rights to refuse to enter into a treatment contract in cases where the necessary relationship of trust cannot be anticipated, or where diseases are involved that cannot be treated in the Practice due to its area of expertise or because of legal considerations. In this case, the Practice's fee claim for services rendered up to the refusal – including examination and consultation –remains unaffected.

### 2. Contract content and description of services

The contract covers the services of alternative practitioners (*Heilpraktiker*), physicians, osteopaths, physiotherapists and psychologists; in particular, the following methods are used:

- Osteopathy
- Traditional Chinese medicine (acupuncture, Chinese herbal medicine, moxibustion)
- Chiropractic
- Triggerpointtherapy
- Homeopathy
- Kinesiology
- Hypnosis techniques
- Coaching
- Physiotherapy
- Systemic therapy
- Craniosacral therapy according to Dr. Upledger
- Heart-centered therapy

Should other treatment methods and techniques not listed here be included in the offer, this contract's terms and conditions shall apply to them in equal measure.

### 3. Patient Cooperation – Cancellation Clause

a) Appointments that a patient is unable to keep must be cancelled at least 48 h prior to the appointment, or at least two practice working days in advance. A Monday appointment must thus be cancelled by the same time on Thursday at the latest. This agreement represents a duty that must be fulfilled.

b) Our Practice operates by an appointment system. You thus arrive for therapy treatment at a time that is reserved exclusively for you. In case you do not cancel the agreed treatment appointment in time, you may be charged for the full amount of your missed appointment.

Should you be covered by statutory health insurance, we will invoice you for the amount that we would have received from your statutory health insurer had the treatment been carried out. The prices that statutory health insurance companies pay for curing therapeutic measures and products (*Heilmittel*) can be found in the applicable compensation agreement concluded between the statutory health insurance companies and the relevant associations – or *Heilmittelverbände*. You are welcome to consult this agreement at our premises if you wish.

Privately insured individuals, public servants who are eligible for a medical subsidy (*Beihilfe*), and self-payers will be invoiced the amount that would have become due in accordance with the Price List in Annex 1.

It is expressly agreed that default of acceptance, according to § 615 of the German Civil Code, comes into effect if the scheduled appointment is neither cancelled in a timely manner nor kept by you.

The right to extraordinary termination for good cause pursuant to § 626 (German Civil Code) shall remain in effect.

c) The Practice is within its rights to terminate treatment if it appears that the necessary relationship of trust is no longer given, in particular if the patient does not do their part to follow through on the treatment regimen after appointments, rejects the advice given during consultations and it becomes apparent that the patient has culpably provided inaccurate or incomplete information with regard to their medical history and diagnosis, or follows a lifestyle that deliberately thwarts the therapeutic measures taken.

### 4. Health Insurance, Reimbursement and Payment Methods

a) Insofar as the patient is entitled to reimbursement – or partial reimbursement – of treatment fees by a health insurance company, this shall not affect the fee claim of the Practice against the patient. The Practice is entitled to fees for its services even if the patient's health insurer or other third parties do not pay, or do not pay in full. The Practice does not invoice the designated insurance company directly, nor does it defer fees – or fee portions – with a view to possible reimbursement. Even if the designated insurance company refuses reimbursement – in whole or in part – the fee must nevertheless be paid.

b). Insofar as the Practice provides the patient with information concerning the reimbursement policies of third parties when financial aspects are discussed, this information – even though we researched it carefully – is non-binding. Many statutory health insurance companies and private insurers subsidize – or reimburse – medical naturopathic treatments, alternative practitioner services, osteopathy, physiotherapy and psychological procedures. It is the responsibility of the patient to obtain information in advance about the reimbursement policies of their health insurer, or to inquire about the applicable insurance conditions or articles of association of their statutory health insurance company. In particular where physiotherapy is concerned, the fees listed in Appendix 1 apply unless otherwise agreed.

c) The Practice generally sets its own fees based on hourly rates (see Appendix 1). Exceptions to this are services governed by the German medical fee schedule (GOÄ).

d) Services rendered by alternative practitioners are expressly not limited – either in their scope or fee amount – to those reimbursed by the designated health insurance company. They are provided purely on the basis of expert diagnostic and therapeutic decisions that are made to arrive at a step-by-step naturopathic diagnosis. Insofar as fees are not agreed on an individual basis, the rates of the fee schedule for naturopaths (*Gebührenverzeichnisses für Heilpraktiker*) in its current version apply.

e) The fee schedule for physicians (GOÄ) in its current version applies for privately provided medical services. Settlement of medical services with statutory health insurance companies is not possible.

f) Private physiotherapy services: The prices for these services are not set by law. Our currently valid compensation rates for the various physiotherapeutic services are based on typical local prices; they are included as part of this contract in Appendix 1. Please ask your insurance provider whether – and to what extent – the costs for physiotherapy are borne by the insurance. There is no entitlement to a fee agreement based on your specific insurance conditions or in accordance with the *Beihilfen*-subsidy guidelines. Payment is settled directly with the patient in cash or by direct debit mandate on the respective day of service performance. (see 4. G)

f). Physiotherapy services for individuals covered by statutory health insurance: We settle the reimbursements for therapeutic measures directly with your health insurance company. Pursuant to §§ 32, 43 c and 61 of the German Social Code, Book V (SGB V), patients insured by a statutory health insurance are required to make co-payments for physiotherapeutic measures prescribed by a statutory health insurance physician, unless they are exempt from such co-payments. The co-payment amounts to 10% of the costs (= price agreement between your statutory health insurance and us) plus 10 euro per prescription. A receipt for the co-payments will be provided.

You declare that you agree to pay the full co-payment amount for all prescribed treatments immediately before the first treatment session. If you discontinue the treatment prematurely, you will be refunded the overpaid amount on a pro rata basis.

g) Patients must pay the treatment fees to our Practice upfront for each day of treatment. This may be done in cash or by means of a Sepa direct debit mandate; a receipt will be issued for each payment. An exception to this is invoicing for the services of alternative practitioners (in accordance with the fee schedule for alternative practitioners (GebüH)) or medical services in accordance with the GOÄ. These services will be invoiced separately

h) The invoiced amount will be due within 14 days of the invoice date, irrespective of any possible reimbursement from your *Beihilfe*-office and/or private health insurance. If the payment is not made within this period, the Practice may charge interest at the statutory rate of five percentage points above the base interest rate without any further payment summons or reminder.

## 5. Data transfer for invoicing (private patients and patients without prescription)

With your signature, you explicitly declare that you agree to the storage of your personal data – as far as necessary for the execution of the treatment contract – for the purpose of automated processing by our Practice software. This data will not be passed on to third parties unless you have given us your written consent. In the interest of prompt and correct invoicing, we cooperate with the companies Optica-Abrechnungs GmbH, Marienstr. 10, 70178 Stuttgart, and Bürodienstleistungen Andrea Eichhorn-Meyer, Friedrichshagener Str. 1-4, 15566 Schöneiche, to handle our invoicing needs. Clearing centers will prepare invoices on our behalf and collect our fee demands. With your signature, you revocably consent to the transfer of your personal treatment data to the above-mentioned clearinghouse for the purposes of invoicing, collection and assignment of the claim. The transferred data will include a detailed list of the performed services along with the date of treatment, any associated diagnoses as well as your name, address and date of birth.

## 6. Data protection – Right to access records and the duty of confidentiality

a) The Practice will handle patient data in a confidential manner. It will not disclose any information regarding the diagnosis, consultation nature, therapy and other accompanying circumstances, nor the patient's personal circumstances without the patient's express written or electronic consent. This will not apply in cases where the Practice is obliged to disclose the data due to legal regulations, e.g. if there is a reporting obligation pursuant to the Infection Protection Act or if the Practice is compelled to disclose information by official or court order. The Practice's duty of confidentiality also extends to spouses, relatives and family members, unless the patient stipulates otherwise. The confidentiality does not apply vis-à-vis guardians in the sense of the German Civil Code and also not vis-à-vis guardians for minors below the age of 14.

b) The Practice stores personal patient data exclusively to the extent that this is necessary for diagnostic consultation and therapy, as well as for the execution of the contractual relationship. The provisions of the European General Data Protection Regulation apply. The Practice collects, stores, uses and processes personal patient data within the scope of the statutory retention obligations. In the health sector this is done in accordance with § 630 g of the German Civil Code (documentation obligation) for 30 years from the last treatment and, in accordance with the accounting regulations, this holds true for 10 years from the last invoicing.

Health-related patient data is collected, stored and processed exclusively for diagnostic purposes and counseling and only to the extent necessary. The provisions of the European General Data Protection Regulation apply.

The Practice may use both categories of data also in the event that personal attacks are launched against the Practice or against a Practice staff member regarding their professional performance during a consultation, diagnosis or therapy. In such cases, the data and facts can be used for exoneration purposes. The data will also be stored and passed on in the interest of pursuing legal action.

The patient has the right to obtain information about all types of data stored about them at the Practice. He/she has the right to request its deletion informally by sending a simple e-mail, or to request its blocking in the event that statutory data retention obligations prevent the complete deletion of such data. Furthermore, the patient also has the right to lodge a complaint with the state data protection authority. The Practice may also forward stored data to external service providers insofar as this is necessary for the performance and processing of the contractual relationship, for example to lawyers, accountants and tax consultants.

c) In accordance with § 630g of the German Civil Code, patients can request a copy of their medical records at a charge that covers the costs incurred. Original documents will not be issued.

## 7. Disclaimer of liability for brought-in items and bodily harm

a) Meyer & Wasilewko GbR is liable for bodily harm and injury to life and limb of patients in accordance with the statutory provisions; in this regard, Meyer & Wasilewko GbR holds adequate liability insurance with Continentale Sachversicherungs AG, Ruhrallee 92, 441349 Dortmund, Germany.

b) Independent practitioners who work on behalf of Meyer & Wasilewko GbR are themselves liable for bodily injury and damage. The following practitioners are self-employed in the sense of the Professional Code for Physicians in Germany (*Berufsordnung für Ärzte*) or the law governing alternative practitioners (*Heilpraktikergesetz*) and thus work on their own responsibility.

Dr. med. Victoria Rosenbach

Dr. med. Ulrike Contzen

Frank Dengel, psychologist, insured with ERGO Versicherungs AG, Düsseldorf

Eric Pauly, osteopath and alternative practitioner, insured with Continentale Sachversicherungs AG, Dortmund

Andrè Gerlicher, osteopath and alternative practitioner

c) The Practice is liable for damage to items that belong to the patient only in cases of intent and gross negligence; it is not liable in cases of simple negligence.

d) For bodily harm and injury to life and limb unrelated to the treatment, the following shall apply:

The practitioner is liable within the scope of his due diligence obligation and his general duties of care, but only for foreseeable and contractually typical damages. Furthermore, this liability for contractual claims for damages is limited to the six-fold amount of the treatment costs if – and to the extent that –

the amount of liability exceeds any typically foreseeable damages. This also covers downtimes, loss of earnings and costs incurred for determining the damage.

Risks that arise through third parties and other general life risks , as well as all petty damages up to an amount of 150,00 €, are excluded from liability.

#### 8. Severability clause – Place of Jurisdiction – Applicable Law

a) The place of jurisdiction is Berlin.

This is also the place of fulfillment.

b) German law applies exclusively.

c) Should individual provisions of this treatment contract be – or become – invalid, this shall not in any way touch on the validity of the treatment contract as a whole; the invalid contractual clause shall be replaced by a legally admissible provision that comes as close as possible to the purpose of the contract and the original intention of the contractual parties.

#### 9. Scope of these contractual terms

The provisions of this treatment contract apply to all initial as well as follow-up treatments performed on our behalf by physicians, alternative practitioners, osteopaths, psychologists and physiotherapists. They also apply to treatments on the basis of prescriptions issued by statutory health insurance physicians and private physicians. In this case, too, the above regulations apply both to the first treatment and to all follow-up treatments.

#### 10. Declaration of consent

I have carefully read and understand the contract terms and conditions and declare my agreement with them. I am aware of the rates of remuneration. A copy of this treatment contract have been provided to me.

With my signature, I confirm that I understand the cancellation clauses

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Date

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Patient

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Insured