

CONTRACT

Closed on _____ in Belgrade between:

1. SPECIAL INTERNAL MEDICINE HOSPITAL "PULSE - CARDIOLOGY CENTER", with headquarters at Jurija Gagarina 22M, Belgrade, ID number 26000017, PIB 112241500, represented by director Igor Georgijev as Executor (hereinafter: Executor) on the one hand

and

2. Name and surname _____

JMBG _____

Residence address _____, as the Client (hereinafter: Client) on the other hand.

INTRODUCTORY PROVISIONS

The contracting parties agree, and the Client hereby specifically confirms, that the service-program defined by this contract is exclusively for the purpose of remote data collection and cannot in any way be considered a treatment or a warning system for the Client's condition, because the data is not processed in real time and that The Client is obliged to contact the competent medical institution immediately if he feels unwell or has findings that deviate from the usual.

The contracting parties agree that the condition for using the service-program of the Executor from this Agreement is that the Client has the correct device used in the program (blood pressure meter) which must have a CE certificate.

SUBJECT OF THE AGREEMENT

Article 1.

The subject of this contract is the provision of the service of participating in the eHealth program. The eHealth program includes the provision of the following services:

Remote collection of blood pressure data of the Client, their analysis and, according to their analysis, providing advice on further treatment.

PROGRAM CONTENT

1. Upon the doctor's recommendation, the Client registers to participate in eHealth. eHealth is a telemonitoring solution for patients with resistant hypertension.
2. The eHealth service is provided by the SPECIAL INTERNAL MEDICINE HOSPITAL "PULS - CARDIOLOGY CENTER", (hereinafter referred to as "PULS - CARDIOLOGY CENTER"). To provide the eHealth service, ""PULS - CARDIOLOGY CENTER"" also cooperates with its related parties and independent partners, including H4H ICT B.V., Amsterdam, The Netherlands and "Cardiology Centra Nederland" Utrecht, The Netherlands. The cooperating parties enabling eHealth are referred to hereafter as "H4H International".
3. Before using the eHealth program, please read the following terms and conditions carefully so that you know your rights and obligations when using the eHealth program.
4. Please note that H4H International and " PULS - CARDIOLOGISKI CENTAR " monitor the use of eHealth and will act in case of any violation of the obligations stated in these terms. Such measures may include alerting the Client and deactivating access to eHealth.

TECHNICAL REQUIREMENTS FOR PARTICIPATION IN THE PROGRAM

Article 2.

For the Customer to participate in the eHealth program, it is necessary to have a correct blood pressure measuring device, which has a CE mark (recommendation, Omron devices).

PARTICIPATION in eHealth

The client together with the doctor decides for what period he will participate in the eHealth program. Your doctor will decide together with you if, how and for how long you will participate in the eHealth program. When accessing the eHealth program, the doctor gives instructions to the Client on how to use the eHealth program and through which mobile application.

The client who registered for the Heart Watch "Hypertension" program will use the H4H international mobile application called Heart for Health (hereinafter referred to as the "H4H Application" or "application").

When the Client registers, he will receive an activation code via e-mail and/or SMS to use the application.

The eHealth program implies that the Client performs certain measurements at home. He enters the measurement results into the application. These measurement results are then analyzed by the PULS-CARDIOLOGY CENTER eHealth team. For any questions about the measurements, the Client can contact the team at e-mail: ehealth@puls-kardiološki-centra.rs of the PULS-KARDIOLOŠKO CENTRA at +381 11 7555000

USE OF THE PROGRAM

Article 3.

Before including the Client in the program, the doctor of the PULSE-CARDIOLOGY CENTER will adequately inform the Client about the purpose of participating in the program, the procedure, consequences, and risks of using the eHealth program.

The Client is obliged to ensure that he correctly performs home measurements and correctly enters the measurement results into the H4H application. If the Client realizes at any time that he has entered incorrect data in the application, he is obliged to contact the eHealth PULS-CARDIOLOGIC CENTER team by phone or e-mail.

By signing this contract, the Client confirms that he is aware that the results of the home measurements he sends give only a limited picture of his health condition. This means, among other things, that if the PULS-CARDIOLOGY CENTER eHealth team does not find abnormalities in the results, it does not mean that there really is no abnormality that could (could) be a reason for medical intervention by a doctor.

The value of the evaluation of the measurement results is primarily determined by how often you send your results to the Client. Therefore, the Client is obliged to follow the instructions of his doctor and the eHealth team of the PULSE-CARDIOLOGY CENTER on how often you should perform measurements and submit the results in the application. The number of measurements and the schedule of measurements should be performed according to the instructions given by the doctor.

The client can contact the eHealth PULS-KARDIOLOŠKO CENTRA team at ehealth@puls-kardiološki-centra.rs or +381117555000 on weekdays, from Monday to Sunday between 08:00 and 20:00

RESPONSIBILITY OF THE CLIENT IN CONNECTION WITH THE COVERAGE OF THE APPLICATION AND THE MEASUREMENT DATA

Article 4.

The Client undertakes to use the Application in accordance with its purpose and instructions. The Client must not undertake any actions that will unnecessarily cause inconvenience or burden the system, H4H international or the involved staff of the eHealth PULSE-CARDIOLOGY CENTER, which could damage the system or data, make them unusable or unavailable.

If the Client does not comply with the measurement schedule, the Executor cannot guarantee the accuracy of the data analysis.

The Client undertakes to use the application in accordance with the instructions received during application activation.

The client undertakes to use the eHealth program only for their own data.

The client undertakes to ensure an optimal internet/telephone connection so that the application can function smoothly.

The Client is fully and exclusively responsible for the management and dissemination of information obtained through the application, for example on his computer, tablet, or smartphone or on the Internet. The customer is also responsible for the security of their own equipment, including using the latest security and legal software, using access codes, and logging out after each use.

In case the Executor cannot get in direct contact with the Client, the Client appoints the following person to whom the Executor can contact:

Name and surname _____

Contact phone _____

TERM OF CONTRACT AND FEES FOR USE

Article 5.

This Agreement is concluded for a period of _____ months. The day when the parameters for installing the application are delivered to the Client is considered the day of the beginning of the Agreement.

The price of using the program from this Agreement is _____ dinars.

The client will pay for the service for the use of the program when concluding the contract, in advance for the total duration of the program.

Article 6.

By signing this Agreement, the Client confirms that the Executor has informed him in writing of his rights from the Personal Data Protection Act.

DATA CONFIDENTIALITY

Article 7.

The parties to the contract and their personnel are obliged to keep in complete secrecy all information received from the other party, which is related to the subject contract, business, and services. This data cannot be used by the other party except exclusively for the purposes for which it was prepared, nor can it be forwarded to third parties without the express written consent of the other party.

TERMINATION OF CONTRACT

Article 8.

If one of the contracting parties fails to fulfill its contractual obligations, the other party will warn it and leave an appropriate deadline for execution. If the indicated deficiencies are not eliminated within the later deadline, the other party has the right to terminate the contract in whole or in part, without a notice period.

The rules of the Law on Obligations apply to the termination of the Agreement and force majeure.

RESOLUTION OF DISPUTES

Article 9.

The contracting parties agree to resolve all disputes arising from the application and interpretation of this Agreement by agreement through their authorized representatives. In the event of a dispute related to this contract, which cannot be resolved amicably, by agreement, the court in the place of the defendant will be competent.

FINAL REGULATIONS

Article 10.

The provisions of this contract can be changed only with the mutual consent of the contracting parties.

For everything that is not provided for in this contract, the corresponding positive regulations of the Republic of Serbia will be applied.

Article 11.

This contract is made in 2 (two) identical copies, of which each contracting party keeps 1 (one) copy.

In Belgrade, _____

Client

PULS - CARDIOLOGY CENTER

Director Igor Georgijev