

## 1. Definitions

In these General Terms and Conditions, the following definitions apply:

1. Encare Arbozorg B.V.: the private limited liability company by that name. Encare Arbozorg B.V., with its registered office in Maastricht, the Netherlands, along with its affiliates and other legal entities;
2. Client: a natural person (individual) or legal entity instructing Encare Arbozorg to perform certain activities;
3. Engagement/Services: all activities to be performed for the Client by or on behalf of Encare Arbozorg B.V.;
4. Parties: Encare Arbozorg B.V. and the Client;
5. Agreement: any agreement entered into between Encare Arbozorg B.V. and the Client, any amendment or addition thereto, as well as any legal acts and other transactions in preparation of and for the performance of such agreements.

## 2. Application

1. The General Terms and Conditions below apply to all offers made by or on behalf of Encare Arbozorg B.V., along with activities and agreements entered into with its clients, unless explicitly otherwise agreed in writing. The applicability of the Client's General Terms and Conditions is hereby expressly rejected.
2. Once it has been established that an agreement signed between Encare Arbozorg B.V. and the Client is governed by these General Terms and Conditions, the Client will agree to the applicability of these Terms and Conditions to any subsequent agreements entered into, unless otherwise agreed by the Parties in writing at a later date.
3. The Client will only be able to invoke alternative stipulations if these have been agreed by the Parties and explicitly approved by Encare Arbozorg B.V. in writing
4. These General Terms and Conditions also apply to any third parties whose services Encare Arbozorg B.V. might engage in the performance of the Agreement. Any such third parties will be able to invoke these General Terms and Conditions directly in their relationship with the Client.

## 3. Quote

1. All our quotes and agreements relating to the performance of the Agreement and payments will be deemed to have been negotiated in the city where Encare Arbozorg B.V. is domiciled.
2. All quotes issued by Encare Arbozorg B.V. are free from obligation and based on the information of which it was aware at the time the quote was issued, and on any data provided by the Client on request. The Agreement will be deemed to have been fully concluded, unless Encare Arbozorg B.V. announces within 5 (five) working days following acceptance that it is revoking the proposal.
3. Contrary to the provisions of Section 225 of Book 6, subsection 2 of the Netherlands Civil Code, acceptance which deviates from the proposal on subordinate points will not be binding on Encare Arbozorg B.V.  
Instead, an agreement will be signed between the Parties based on the terms, conditions and stipulations set out in the quote.
4. The price lists, leaflets and other information included are described in as much detail as possible, but will not be binding on Encare Arbozorg B.V. in any manner whatsoever. Encare Arbozorg B.V. will only be bound by the agreement after a request by Encare Arbozorg

B.V. has been confirmed. Clients will not be entitled to any rights thereunder, unless otherwise specified in the proposal.

5. Proposals will be valid for a period of 90 days following the date of issue, unless otherwise stated in the proposal.

## 4. Term and Termination of the Agreement

1. Unless otherwise provided for in the Agreement, agreements and contracts are entered into for a period of one year, commencing on the date specified in the Agreement.
2. Fixed-term agreements will be tacitly renewed for periods of 1 (one) year each, unless the Client or Encare Arbozorg B.V. has explicitly stated its intention not to renew the Agreement at least three (3) months before the expiry of the agreement, in writing by registered letter or email. This period will commence on the first day following the termination date of the previous agreement.
3. For agreements continued for a fixed period of time and for open-ended agreements, the Parties will be authorised at any time, at the end of each contract year (as specified above in paragraph 2 of this article) by registered letter or email subject to three months' notice, unless otherwise agreed between the Parties in writing.

## 5. Amendments to the Agreement

1. Encare Arbozorg B.V. will be entitled to unilaterally amend the content and/or titles of its agreements following amended or new legislation and/or modifications to the services provided by Encare Arbozorg B.V. which are deemed necessary by same. In the event of any amendments/changes to the content of the Agreement, Encare Arbozorg B.V. will notify the Client as soon as possible.
2. If the content of the agreement is changed on the grounds of the provisions of the first paragraph of this article, the Client will not be entitled to cancel the agreement or rescind or terminate it in any other manner.
3. In such an event, Encare Arbozorg B.V. will be authorised to charge the Client for any additional expenses arising directly or indirectly from the changes imposed.

## 6. Performance of the Agreement

1. Encare Arbozorg B.V. will, in compliance with the requirements set and to be set under the law, in accordance with good professional practices and while guaranteeing its professional independence and in accordance with the generally accepted state of the art and science, make every effort to carry out the engagement for which it has been contracted. Encare Arbozorg B.V. will nevertheless not be able to guarantee that a specific result will be achieved at a specific time and accepts no liability in this regard.
2. If services are provided at the Client's site, the Client will provide a suitable workspace for the employees of Encare Arbozorg B.V. free of charge (including a meeting room and a research room including the required facilities and internet and telephone connections), as well as facilitating the working conditions that satisfy the requirements set out in Section 658 of Book 7 of the Netherlands Civil Code. The Client and Encare Arbozorg B.V. will set out the required working arrangements in writing.
3. The Client will be required to fully cooperate and to provide Encare Arbozorg B.V. with all that which it deems necessary and/or useful in order to be able to properly perform the work and deliveries assigned. The Client will ensure that all data and information required for the provision of the agreed services is provided to Encare Arbozorg B.V. in the manner agreed between the Parties and will also comply with all reasonable instructions provided by Encare

Arbozorg B.V. If this data and information is not provided in time, or if the instructions were not followed or the necessary cooperation of the Client and/or its employees is not provided, the Parties will consult with one another.

If this has proved not to lead to any results, Encare Arbozorg B.V. will be entitled to suspend the performance of the Agreement and/or impose additional charges arising from the delay, in accordance with the applicable rates.

4. The Risk Assessment and Evaluation represents a random indication. Any reasonably foreseeable problems will be stated in the Risk Assessment & Evaluation based on the responses provided by the interviewee and on the observations made during the inspection.
5. Encare Arbozorg B.V. may, by agreement with the Client, decide to engage third-party services in the performance of the Agreement. Any expenses related to the engagement of such third parties will be passed along to the Client. Any third parties whose services are engaged and who are paid by Encare Arbozorg B.V. will be required, in addition to the quality standards to which they are subject as part of their own professionalism or occupation, to also comply with the quality standards and privacy requirements imposed by Encare Arbozorg B.V.
6. Encare Arbozorg B.V. may perform additional work, or instruct third parties to do so on its behalf, based on the original terms of the Agreement, if:
  - these activities are necessary for the performance of the Agreement in the opinion of Encare Arbozorg B.V., and/or
  - if the necessity thereof has been proved following the negotiation of the Agreement.Encare Arbozorg B.V. will immediately notify the Client of the nature of the work concerned, plus the applicable fees and charges.
7. As soon as Encare Arbozorg B.V. becomes aware of the facts and/or circumstances which render impossible the performance of the work or the delivery of the services to be provided on time or within the time specified, Encare Arbozorg B.V. will notify the Client as soon as possible, stating a new term if applicable.
8. In the event of force majeure on the part of Encare Arbozorg B.V., the obligations to which the force majeure relates under the Agreement will be suspended for the duration of the force majeure event. 'Force majeure' is defined as any circumstance beyond the control of Encare Arbozorg B.V. which permanently or temporarily prevents the performance of the Agreement and which cannot reasonably be blamed on Encare Arbozorg B.V.
9. If the force majeure event has lasted three months, or as soon as it is established that the force majeure event will last more than three months, either party will be authorised to terminate the Agreement prematurely without notice. In such an event, the Client will be required to pay a portion of the agreed compensation in accordance with the status of the work performed at that time.

## **7. Confidentiality and Copyright**

1. Both Parties undertake to maintain confidentiality regarding all data and information received as part of the engagement of which they can suspect it is of a confidential nature. Encare Arbozorg B.V. imposes this duty of confidentiality on its employees.
2. All medical information and data and data and information of a personal nature to which Encare Arbozorg B.V. might gain access in or as a result of the activities performed will be treated strictly confidentially. The only data and information to be shared with and/or discussed with the Client, the UWV Employee Insurance Agency or the insurance company will be that necessary for the performance of the statutory and contractual duties, in accordance with the obligations arising from the General Data Protection Regulation (GDPR) or the General Data Protection Regulation Implementation Act.
3. Without the prior written consent of Encare Arbozorg B.V., the Client will not be entitled to divulge to third parties any information regarding its approach, procedures, etc., nor will it be authorised to provide its reports to any third parties.

4. Encare Arbozorg B.V. holds the copyright to any recommendations issued by or on behalf of Encare Arbozorg B.V. Encare Arbozorg B.V. will store a copy on its own server. The Client will remain the owner of the documents it has provided to Encare Arbozorg B.V. for review.
5. Encare Arbozorg B.V. will be authorised to publish anonymised information on the work performed under the Agreement.
6. The Client will be authorised to copy documents for use within its own organisation, provided this is appropriate to the purpose of the Agreement.

## 8. Liability

1. The Client will be liable for the accuracy of all information and data provided which might be necessary for the correct fulfilment of the obligations of Encare Arbozorg B.V.
2. In the case of verbal information or information, requests or other communications shared by telephone, both from the Client and from Encare Arbozorg B.V., the latter accepts no liability for any misunderstandings or inaccurately communicated information and/or data. The Client will be liable for any expenses and interventions which might reasonably arise from the above.
3. Encare Arbozorg B.V. will only be liable for any loss or damage resulting from failure on the part of its employees or any third parties whose services it has engaged if and to the extent that its employees or any such third parties have acted unlawfully in the sense that they have not acted as might be expected from a reasonably competent and reasonably acting professional peer, with the proviso that the amount to be awarded will not exceed the amount payable under Encare Arbozorg B.V.'s liability insurance.
4. If the liability is not covered by insurance, it will be limited to the fee charged in the case in question, subject to a maximum of €25,000.00. Liability for any verbal advice not set out in writing will be fully excluded. Encare Arbozorg B.V. will never be liable for any indirect loss, including, but not limited to, consequential loss and loss of income and contamination of the soil and pollution of the air or roads, unless this is covered and disbursed under the liability insurance it has taken out. The Client shall indemnify Encare Arbozorg B.V. and hold it harmless in relation to all third-party claims relating to this Agreement and any financial implications which might arise as a result.
5. Any claims brought by the Client against Encare Arbozorg B.V. will be cancelled if the Client has failed to submit this liability in writing and including supporting evidence to Encare Arbozorg B.V. within 12 calendar months after it has been able to observe, or could reasonably have observed, the facts on which the liability is based. Liability on the part of Encare Arbozorg B.V. due to imputable failure arises only after the Client has served Encare Arbozorg B.V. with a notice of default stating a reasonable term to correct the failure and Encare Arbozorg B.V. neglects to remedy the failure within this period.

## 9. Complaints

Encare Arbozorg B.V. maintains a complaints procedure, a copy of which will be provided to the Client upon request. Any complaints regarding the performance of the Agreement will be settled in accordance with this procedure. Any complaints shall be submitted in writing.

## 10. Fees and Charges

1. Encare Arbozorg B.V. may be required to conduct research and perform work which falls outside the rate quoted in the Agreement (including more detailed expertise and work performed as part of amended statutory obligations).

The fees related to the above will only be passed along to the Client following prior consultation with the Client and following the latter's approval.

2. The Client will bear any expenses arising from inaccurate or inadequate data and information from the Client.
3. Incapacity, failure to respond or the late arrival or non-appearance of employees or former employees will, in any event, be at the Client's risk. In the event of the cancellation of any terms relating to employees or former employees within 24 hours before the agreed time, irrespective of the date of recovery or the non-appearance of the employee or former employee, Encare Arbozorg B.V. will charge the Client 100% of the agreed fee. In the event of the cancellation of appointments not linked to a specific individual within 72 hours prior to the agreed time, part of the day and preparation costs will be charged. In the event of the cancellation of appointments 72 hours or more before the agreed time, the preparation costs will be charged.

## 11. Payment

1. Unless otherwise agreed between the Parties, invoices will be sent monthly. Payment terms are net 30 days of the date of invoice.
2. Encare Arbozorg B.V. will be authorised to adjust the agreed rates annually in the event of a continuing performance agreement. Encare Arbozorg B.V. will adjust its rates by taking the mean of 1) the index for cost amounts of (DBC) care products and 2) the price index for personnel costs. Both these price indexes are available on the website of the Dutch Healthcare Authority (Nederlandse Zorgautoriteit/NZa) <https://www.nza.nl>. If a continued performance agreement has been signed between the Parties, this modification can be made on each anniversary of the relevant agreement. If the agreement entered into is a open-ended continuing performance agreement, the prices may be adjusted at the start of each new calendar year.
3. The Client will, in a timely manner and if so requested by Encare Arbozorg B.V., provide Encare Arbozorg B.V. with all the data and information required for the performance of the Agreement and to follow all reasonable instructions in this regard. The Client will ensure the accuracy and completeness of all data and information provided.
4. If the invoice is based on the number of employees, the number of employees communicated by the Client on commencement of the Agreement will be used as a basis. Any amendments must be communicated to Encare Arbozorg B.V. in writing a minimum of one month prior to the reference dates (the first of January and the first of July).
5. Any changes in the Client's workforce after billing will not constitute a reason for an additional invoice or credit note, in accordance with the provisions contained in paragraph 6.
6. If the invoice is based on the number of employees and Encare Arbozorg B.V. suspects that the specification of the number of employees does not match that provided by the Client, the latter will be required to submit a statement from the chartered accountant at the request of Encare Arbozorg B.V. or to provide it with access to the relevant files. If the number of employees diverges from the specification provided by the Client by more than 5%, the costs associated with the investigation will be charged to the Client, along with a one-time payment of €150 in administrative charges per employee not included in Encare Arbozorg B.V.'s systems.
7. If the Client fails to make payment by the due date (net 30 days of the date of invoice), it will be in default by operation of law. The Client will then, until the date of full payment, pay the statutory interest per month, whereby a portion of a month will be deemed equal to a full month.
8. Any contestations regarding the amounts claimed must be brought to our attention within 21 days of the date of invoice. Encare Arbozorg B.V. will confirm receipt of the contestation to the Client. If the Client has not received confirmation within three days of submission, it must contact Encare Arbozorg B.V. Following a period of 21 days and without confirmation of re-

ceipt from Encare Arbozorg B.V. that the contestation of the invoice has been received in good order, the claim will be considered final and the fact that the amount is due and payable will be beyond dispute.

9. The Client will be liable to pay all court and out-of-court fees arising from the collection of late payments.
10. In the event of liquidation, bankruptcy, attachment or a moratorium, any claims of Encare Arbozorg B.V. against the Client will be immediately due and payable
11. If the Client fails to make payment within the 30-day period or has neglected to make an instalment as requested, Encare Arbozorg B.V. will be authorised to suspend or terminate its work with immediate effect, without being liable for any loss arising as a result.
12. The prices quoted by Encare Arbozorg B.V. are stated in euro and are exclusive of Dutch VAT and any other government-imposed charges, unless otherwise specified.
13. Encare Arbozorg B.V. will be authorised at any time to invoice any value-added tax (VAT) erroneously not charged at a later date.

## **12. Dissolution, Suspension and Compensation**

1. In the event of non-fulfilment of the Agreement, failure to pay any outstanding invoices, bankruptcy, a moratorium, an administration order, placement under guardianship of the Client or suspension or liquidation of the latter's business operations, the Client will be deemed to be in default by operation of law.
2. In cases such as that specified in paragraph 1, Encare Arbozorg B.V. will be authorised to declare the Agreement or the portion of the Agreement which has not been performed rescinded, or to suspend the performance of the Agreement, notwithstanding its entitlement to compensation from the Client and without being obliged to pay the Client compensation.
3. In the event that the Agreement is rescinded, the claims of Encare Arbozorg B.V. against the Client will be immediately due and payable. If Encare Arbozorg B.V. suspends its fulfilment of the obligations, it will retain its entitlements under the law and under this Agreement.

## **13. Transfer of Staff**

Without the prior written consent of Encare Arbozorg B.V., the Client will not be authorised, during the performance of the Agreement and within one year following its termination, to hire any members of staff of Encare Arbozorg B.V. or any third parties whose services it has engaged who were involved in the performance of the work, nor to negotiate with them with a view to hiring them and/or employing them in any manner other than contractually agreed with Encare Arbozorg B.V., either directly or indirectly, subject to an immediately due and payable fine equivalent to a gross annual salary of the employee concerned for each infringement.

## **14. Amendment of the General Terms and Conditions**

1. Encare Arbozorg B.V. will be entitled to (unilaterally) amend and/or supplement these General Terms and Conditions.
2. In the event of an amendment, the new General Terms and Conditions will apply to any agreements previously entered into from the time Encare Arbozorg B.V. has sent the Client a new copy of these new General Terms and Conditions.
3. If a court of law rules any provisions of these General Terms and Conditions to be invalid, the other provisions of these General Terms and Conditions will remain in full force in effect, and Encare Arbozorg B.V. and the Client will consult with one another in order to draft

a new provision to replace the void or voided provision, which will match the purpose and intent of the void or voided provision as much as possible.

## 15. Use of Software

1. The provisions of this article apply both to the services of which the provision of software by Encare Arbozorg B.V. to the Client forms part and to the services which exclusively comprise the provision by Encare Arbozorg B.V. of software to the Client.
2. We request that the client record any and all detected or suspected vulnerabilities in the software and report this to Encare Arbozorg B.V.
3. Under the Agreement, Encare Arbozorg B.V. can grant the Client the non-exclusive and non-transferable right, based on a fixed amount per employee, to use the software for the term of the Agreement. The only terms under which the Client will be granted access to the software are stated in the Agreement.
4. Any and all data added by the Client to the software is, and will remain, the property of the Client. The Client is urgently requested not to include in the software any sensitive personal data within the meaning of the General Data Protection Regulation (GDPR) and the General Data Protection Regulation Implementation Act (including medical records, religion, political affiliation, and race/ethnic origin). Encare Arbozorg B.V. will obtain the right to view and use this data in order to fulfil its services to the Client.
5. The Client will be barred from access to the software on termination of the Agreement, unless otherwise agreed by the Parties in writing.
6. The Client will be entitled to submit a written request to have the data from the software transferred up to 3 (three) months of termination of the Agreement. If the Client fails to submit a request for the transfer of data in a timely manner or fails to do so in writing, Encare Arbozorg B.V. will apply the statutory retention periods, after which the data will be deleted from the Encare Arbozorg B.V. infrastructure. If no statutory retention periods apply or if these do not apply to Encare Arbozorg B.V., the latter will be authorised to delete the data at any time following the end of the 3-month period.
7. On receipt of the written request from the Client to have the data from the software transferred, Encare Arbozorg B.V. will transfer all data added by the Client through the software in text format as soon as possible, and in any event within two (2) months following receipt of this request. Encare Arbozorg B.V. will subsequently delete this data from its infrastructure without delay. If the Client prefers to receive the data in a different format, the Parties will consult with another any additional charges.

## 16. Use of the Client's Software

1. The provisions of this article apply to the services whereby, as part of the agreed services, software is provided by the Client to Encare Arbozorg B.V.
2. In the event of a change in the Occupational Health and Safety Services provider, the medical records will remain available to Encare Arbozorg B.V. during the statutory retention period, as guaranteed by the Client. The expenses associated with this continued availability will be borne by the Client and can never be recovered from Encare Arbozorg B.V. The software used by the Client complies with the privacy guidelines in accordance with the General Data Protection Regulation (GDPR). The Client will document in what database, in what manner, based on what grounds and with what purpose employees' medical details are recorded. This database is registered with the Dutch Personal Data Protection Authority (Autoriteit Persoonsgegevens).

## **17. Applicable Law and Competent Court**

All offers made by Encare Arbozorg B.V. and any agreements entered into with same will be exclusively governed by Dutch law. Any disputes between the Parties will be submitted exclusively to a court having jurisdiction in the city of Maastricht.