

General Terms and Conditions

Zorg van de Zaak

1. Definitions

In these General Terms and Conditions, the following terms have the following meanings unless expressly stated otherwise:

- 1.a. Zorg van de Zaak: Zorg van de Zaak N.V., Chamber of Commerce number 27145186, and its subsidiary ArboVitale B.V., Chamber of Commerce number 24371428.
- 1.b. Client: the legal person with whom Zorg van de Zaak has entered into an agreement.
- 1.c. Employer: anyone for whom an Employee is obliged to perform work under an employment agreement or as subject to public law (including on-call work), except for anyone who makes the Employee available to a third party for the performance of work.
- 1.d. Employee: the natural person who performs work for the Employer.
- 1.e. Offer: any offer (including price quotes and written offers) for products and/or services that Zorg van de Zaak issues to a potential Client.
- 1.f. Agreement: the contractual relationship between Zorg van de Zaak and the Client.
- 1.g. Services: the services Zorg van de Zaak provides on the grounds of the Agreement.
- 1.h. Parties: Zorg van de Zaak and Client are jointly and individually: "the Party".
- 1.i. Written (or: in writing): both traditional written communications as well as digital communications which can be stored on a permanent data carrier, such as email communications.

2. Applicability

- 2.1. These General Terms and Conditions apply to all offers, examinations, recommendations and work performed by Zorg van de Zaak, unless agreed otherwise in writing. "Work" also includes performing services or other actions, however referred to.
- 2.2. If an Agreement concluded with Zorg van de Zaak contains provisions that deviate from these General Terms and Conditions, the other provisions of these General Terms and Conditions remain in full force. In the case of deviations from these General Terms and Conditions, the deviation applies exclusively to the specific Agreement.
- 2.3. The general terms and conditions of the Client or partner negotiating with Zorg van de Zaak are not applicable unless agreed otherwise in writing.

- 2.4. If one or more provisions of these General Terms and Conditions become null and void, the other provisions remain in full force. If any provision of these General Terms and Conditions becomes null and void for any reason whatsoever, the Parties shall conclude a replacement provision that approaches the contents and intentions of the original provision as much as possible.
- 2.5. Unless stipulated otherwise in the Agreement, Zorg van de Zaak N.V. is the legal contracting party.

3. Offering and establishing the Agreement

- 3.1. All offers made by Zorg van de Zaak have a validity period of 3 months maximum from the date sent by Zorg van de Zaak, unless the offer contains a different period.
- 3.2. The offers made by Zorg van de Zaak, and the Agreements drawn up by Zorg van de Zaak, shall be based (or additionally based) on the information provided by the Client (or potential Client) to Zorg van de Zaak. If it turns out that the information provided to Zorg van de Zaak does not accord with actuality and/or if this information changes after it has been provided, the consequences thereof, including in any event financial consequences, are at the risk and for the account of the Client.
- 3.3. An Agreement shall exclusively be established after the Parties have legally signed the Agreement, or at the time that Zorg van de Zaak can reasonably designate the conduct (or the impression thereof) of the Client as consent (or creates the expectation thereof) and Zorg van de Zaak has started implementing the Agreement. As long as this is not the case, Zorg van de Zaak is not obliged to implement requisitions or perform work.
- 3.4. If the contents of an Agreement (including all the accompanying annexes) signed by the Parties deviates from the Offer and/or other correspondence accepted by the Client which preceded establishing the Agreement, only the contents of the Agreement (including all the accompanying annexes) signed by the Parties shall be effective, unless it is reasonable in the opinion of Zorg van de Zaak that an obvious mistake or clerical error has arisen.
- 3.5. Services provided by Zorg van de Zaak to Employees who were already sick before the starting date of the Agreement do not fall under the provisions of the specific Agreement. For such services, Zorg van de Zaak

shall charge the Client a different rate on the basis of the services provided.

4. Implementation of the Agreement

- 4.1. Zorg van de Zaak shall implement the agreed Services to the best of its understanding and capabilities according to the reasonably expected standards of professionalism.
- 4.2. If the Agreement has been concluded with the intention that it be implemented by a certain person, Zorg van de Zaak shall always be entitled to replace that person by one or more other persons with the same qualifications.
- 4.3. Zorg van de Zaak is allowed to have work (partially) performed by, or to contract them out to, third parties, as well as to transfer obligations under the Agreement to third parties.
- 4.4. The Client is obliged to do, or refrain from doing, all that which is reasonably necessary and desirable to make timely implementation of the Agreement possible. In particular, the Client is responsible that all information that Zorg van de Zaak indicates is necessary, or that the Client reasonably should understand are necessary for implementation of the Agreement, is provided in a timely manner. The following information is required in every case and must be provided to Zorg van de Zaak:
 - statement of the number of Employees employed at any given time;
 - information about historic sickness absences in the Client's business;
 - if requested, the registration number (account identification) of the Employed Persons' Insurance Administration Agency (UWV) where the Employer is registered;
 - the date sick Employees leave employment – in the specified manner – no later than five business days before the date no longer employed;
 - the date sick Employees leave employment; where the period between the first sickness day and the date of leaving employment is longer than 6 weeks, no later than 15 business days before the date no longer employed.
- 4.5. The Client is further responsible that the (personal) information, commercial information and/or other information from third parties provided (directly or indirectly) to Zorg van de Zaak is up-to-date, accurate, correct and complete.
- 4.6. If the Client does not comply with the obligation to provide Zorg van de Zaak with information, or does not do so completely or in a timely manner, or if that information is incorrect, financial and other associated consequences will be for Client's account and at the Client's risk, even if Zorg van de Zaak fails to comply with its obligations under the Agreement concluded with the Client for related reasons.
- 4.7. The contents of Agreements drawn up by Zorg van de Zaak and/or the titles thereof may be unilaterally altered/

amended by Zorg van de Zaak in connection with changes to or new legislation and/or on account of changes to services rendered by Zorg van de Zaak deemed necessary by Zorg van de Zaak. In the case of alterations/ amendments to the contents of the Agreement, Zorg van de Zaak shall inform the Client thereof as quickly as possible.

- 4.8. If the contents of the Agreement are changed on the basis of the provisions of paragraph 4.7, the Client does not have the right to cancel the Agreement or to terminate it in a different way.
- 4.9. Zorg van de Zaak shall charge the Client separately on the basis of work performed for the work pertaining to re-integration reporting that Zorg van de Zaak is legally obligated to present to the Employee in the framework of an application for WIA benefits according to the standards of the UWV, regardless of the contents of the Agreement concluded with the Client.

5. Term, cancellation and extension of the Agreement

- 5.1. Unless agreed otherwise in writing, Agreements are concluded for an indefinite term. The Agreement for indefinite term may be cancelled at any time by each Party and/or the Parties, with due observation of a notification period of six months, calculated from the time notification is given.
- 5.2. If an Agreement has been entered into for a specific period of time, with a minimum of one (1) year, this will always be extended automatically for a period of one (1) year after its elapse, unless the Agreement has been cancelled in a timely manner.
- 5.3. Either Party may cancel a long-term Agreement for a specific period at the end of the period set for the Agreement, with due observation of a notification period of three months.
- 5.4. Zorg van de Zaak can cancel an Agreement for a specific period at all times, with due observation of the cancellation rules given in Article 5.5 and a notification period of three months, calculated from the time of notification.
- 5.5. Notice of cancellation may only be given by means of registered letter, which letter should be addressed to the Contract Administration of Zorg van de Zaak, P.O. Box 30514, 3503 AH Utrecht, or to any other address of Zorg van de Zaak issues in writing.
- 5.6. If the Agreement is terminated early by the Client, the Client owes the agreed remuneration, without prejudice to all the other rights of Zorg van de Zaak.

6. Cancellation of Services

- 6.1. A Service ("appointment") to be performed for one (1) individual Employee under the Agreement with Zorg van de Zaak can only be cancelled up to 24 hours before the agreed date and only by the Client informing Zorg van de Zaak in writing.

- 6.2. Services (“appointments”) agreed to be performed for more than one Employee can only be cancelled up to three business days before the agreed date of performance of the first Service to be performed in that context and only by the Client informing Zorg van de Zaak in writing.
- 6.3. Services (“appointments”) agreed to be performed for more than 15 Employees, or which concern a project for which a supplementary Agreement has been concluded, can be cancelled up to 15 business days before the agreed date of the first Service to be performed in that framework and only by the Client informing Zorg van de Zaak in writing.
- 6.4. Zorg van de Zaak is entitled to charge remuneration applicable to all those particular Services and for all costs incurred in connection with the cancelled Services for Services that the Client has not cancelled or has not cancelled by the deadline. For cases such as those referred to in Article 6.3, Zorg van de Zaak is entitled to charge 10% of the agreed remuneration.
- 6.5. Cancelling appointments, failing to appear, lack of cooperation, proposing supplementary or different wishes, or setting different demands or conditions, and/or in the opinion of Zorg van de Zaak Employees not being (further) available for examination are at the Client’s risk and do not provide entitlement to discounts or non-payment of the agreed remuneration.
- 6.6. If Zorg van de Zaak is itself required to cancel the agreed Service, a new date for performance of the Service will be agreed. Only if Zorg van de Zaak cancels the agreed Service on the agreed day of implementation is the Client entitled to compensation for any potential costs reasonably incurred by the Client in consultation with Zorg van de Zaak, if specified in writing.
- 7. Pricing and changes to pricing**
- 7.1. The prices issued by Zorg van de Zaak are in euros and exclusive of Value Added Tax (BTW) and any potential further governmental charges, unless stated otherwise.
- 7.2. If there are factors that cause price increases outside the sphere of influence of Zorg van de Zaak which occur after an offer has been made or after the Agreement has been established, and/or if the contents of a valid Agreement has been changed, Zorg van de Zaak is entitled to raise the prices of its Services and/or the Agreement, and in such a case the Client is obliged to pay the higher price. The Client is not entitled to cancel the Agreement in connection with the price increase, unless the price increase is over 5%.
- 7.3. Notwithstanding Article 7.2, Zorg van de Zaak is entitled to make adjustments to agreed pricing of an Agreement each year. Zorg van de Zaak shall adjust its prices by means of the indexation figure for cost items of (DBC) healthcare products, on the one hand, and the price indexation figure for personal costs, on the other. Both (price) indexation figures may be found on the website of the Dutch Healthcare Authority (NZa; www.nza.nl). For an Agreement for a specific period, these adjustments take place as from the anniversary date of the Agreement in question. For Agreements for indefinite term, the prices may always be adjusted as from the start of a new calendar year.
- 7.4. The prices for individual requisitions (performance of services), regardless of whether these are implemented under an Agreement, may also be adjusted as from the start of a new calendar year.
- 7.5. Zorg van de Zaak is entitled at all times to invoice for Value Added Tax (BTW) which had erroneously not been charged before.
- 8. Payment**
- 8.1. Invoices from Zorg van de Zaak must be paid within thirty days of the invoice date. For giro payments, the date of payment is the date the bank account of Zorg van de Zaak has been credited.
- 8.2. Unless agreed otherwise in writing, Zorg van de Zaak is allowed to charge the Client the amount agreed by the Client for the Agreement or the amount of the valid Agreement annually at the start of a contract year (by means of advanced billing).
- 8.3. The Agreement to be concluded or the Agreement already concluded shall state the number of Employees given by the Client to Zorg van de Zaak at the start of the Agreement. The advanced billing issued by Zorg van de Zaak at the commencement of the contract year and payable by the Client is based on the number of Employees indicated by the Client, the absentee percentage and the frequency of reporting. After the end of the contract year, Zorg van de Zaak shall draw up a definitive invoice based on the number of personnel changes received from the Client. If personnel changes have taken place in the course of the contract year, an average shall be calculated of the number of Employees as given for the first day on which the Agreement took effect with the number of Employees as given on the last day of the current contract year, or, in the case of prolongation, as given on the first day of the new contract year. For an Agreement for an indefinite period, the average will be calculated over the number of Employees given on the first date on which the Agreement took effect with the number of Employees as given on the first day of the subsequent consecutive contract year, and further the annual average of the number of Employees as given on the first day of the current contract year averaged with the number of Employees as given on the first day of the subsequent consecutive contract year, and so on.
- 8.4. If and so long as the Client is in default in compliance with its payment obligations, Zorg van de Zaak is not obliged to perform requisitions ordered by the Client.

Zorg van de Zaak is, in such a case, entitled to suspend its obligations under the Agreement concluded with the Client. The consequences thereof shall be wholly at the Client's risk and for the Client's account. It is the Client's responsibility to inform its Employees hereof.

- 8.5. The Client is not permitted to offset any of its payment obligations vis-à-vis Zorg van de Zaak with any potential claims against Zorg van de Zaak, and/or to suspend its payment obligation, unless Zorg van de Zaak has granted the Client written permission for the said offset in advance.
- 8.6. If the amount payable has not been paid, or has not been paid on time or in full, and Zorg van de Zaak incurs costs to obtain the amount owing, whether legal or extra legal costs, including but not limited to costs for sending notices of default and reminders, the Client shall owe Zorg van de Zaak compensation for said amounts, to be calculated in accordance with the applicable Collection Costs Act.
- 8.7. Payment of an invoice shall in the first instance cover reduction of the extra legal costs, subsequently the accrued interest, and finally the payable principal sums that have been outstanding for the longest period with current interest, even if the Client notes upon payment that the said payment pertains to a later invoice.

9. Reporting sickness and recovery

- 9.1. The Client shall pass on reports of sickness or recovery online electronically via email to Zorg van de Zaak. The Client must follow the instructions for reporting given by Zorg van de Zaak strictly and make use of the formats set by Zorg van de Zaak. Oral or telephone reports will not be accepted by Zorg van de Zaak, nor will reports made by Employees. Given that the Client is charged with the burden of proof for the timely, full and correct receipt by Zorg van de Zaak of its sickness and recovery reporting, the Client must save proof of reports sent and received in its own administration.
- 9.2. The Client is obliged at all times and under all circumstances to pass on reports of Employee sickness or recovery before 9.30 am on the first day of sickness, or the first day of recovery, respectively.
- 9.3. If a safety net situation arises concerning a sickness or recovery notification, the Client is required to immediately pass this notification on to the UWV office the Client is registered with. Safety net situations include, among others: sickness and recovery notification due to pregnancy (health problems due to pregnancy), sickness notification connected to childbirth leave, sickness or recovery from a re-entering work incapacitated employee, work disabled employee or organ donor employee. Notifications in connection with pregnancy leave and childbirth leave must be communicated directly to the UWV office the Client is registered with.
- 9.4. If the Client has not heard anything from

Zorg van de Zaak within four weeks of Client having given notification of a sick Employee, the Client is obliged to inform Zorg van de Zaak hereof in writing without delay, unless the Client can demonstrate that its Employee has reported recovery in the interim or that this Employee has been declared to have recovered by an authorised physician. If the Client does not comply with this obligation, and if the client has suffered damages as a result of the fact that Zorg van de Zaak has performed the work too late (which it normally attempts to perform after receiving a report of sickness based on the Agreement concluded with the Client), Zorg van de Zaak is liable for no more than 75% of the damages and the remainder shall be at the risk and for the account of the Client, regardless of whether the Client can demonstrate that the Client had reported its Employee's sickness on time and in the proper manner.

- 9.5. Zorg van de Zaak does not pass on any individual sickness or recovery notifications to the Client's sickness absence insurer, nor is it any way obliged to do so. If Zorg van de Zaak was obliged to do so in any way in the past, this obligation expires upon the date that these General Terms and Conditions between the Client and Zorg van de Zaak enter or entered into effect. If and insofar as the Client's sickness absence insurer should designate or has designated the absence overviews received from Zorg van de Zaak as a legally binding individual sickness notification of the Client's Employee (within the meaning of the policy conditions of the Client's sickness absence insurer), this can never lead to an obligation on the part of Zorg van de Zaak for responsibility for the individual sickness notification and the Client remains at all times completely responsible. If Zorg van de Zaak has an agreement with the Client's sickness absence insurer regarding periodic, often monthly or quarterly, provision of the cases of sickness registered with Zorg van de Zaak for the Client's company, Zorg van de Zaak shall issue this information, provided authorised to do so by the Client. This periodic information provision shall nonetheless not replace the data requested by the sickness absence insurer from the Client. Zorg van de Zaak is not liable for cases in which the Client's sickness absence insurer refuses to proceed to pay out benefits, in whole or in part, due to registration that has not been filed in a timely, complete, or correct manner.
- 9.6. If the UWV decides to impose sanctions (within the meaning of Section 1, Article 3 of the General Administrative Law Act), or to extend the time period of 104 weeks given in Book 7, Article 629(1) of the Dutch Civil Code on the basis of Article 25(9) of the WIA (previously Article 71(a)(9) of the WAO), or in connection with the fact that the Client has not complied with its obligations under Article 38(1) of the Sickness Benefits Act, and these sanctions or the extension could be due to

a shortcoming in the compliance of Zorg van de Zaak with an obligation vis-à-vis the Client, the Client is obliged to inform Zorg van de Zaak thereof without delay, and the Client and its Employee (if the decision pertains to its Employee) are obliged to lodge an objection or an appeal against that decision. The Client is obliged to consult with Zorg van de Zaak in a timely manner about the contents of the written objection or appeal, and the Client is obliged to take into consideration instructions or comments given by Zorg van de Zaak in connection with the contents of the written objection or appeal. If the Client does not satisfy the obligation, the Client shall forfeit its right of recourse against Zorg van de Zaak.

10. Administration

10.1. In a situation where the Client manages its own administration for sickness and recovery notifications, absence guidance and re-integration at work (hereinafter referred to as: the administration):

- the Client is itself responsible for overseeing that this administration has been set up and functions to achieve a high level of quality;
- the Client is itself responsible for overseeing that the administration is set up in such a manner as indicated by the physicians who perform work for the Client on behalf of Zorg van de Zaak, that these physicians are able to perform their work according to the standards of Zorg van de Zaak, as set down in the work instructions in the quality assurance system of Zorg van de Zaak;
- neither Zorg van de Zaak nor Zorg van de Zaak staff who perform work for the Client, or have performed work, are liable for damages arising from errors of commission or omission in the administration, such as, for example, deadline monitoring in the context of the Eligibility for Permanent Invalidation Benefit (Restrictions) Act and reporting to the UWV and/or sickness absence insurer, which leads to the Client and/or the Client's Employees incurring damages;
- the Client is fully responsible for following up or not following up recommendations given by Zorg van de Zaak and/or Zorg van de Zaak staff who are performing work, or have performed work, for the Client, and communicated by means of the administration to the relevant parties within the Client's organisation;
- the Client is itself responsible for overseeing that the medical data managed by the administration is strictly accessible to the physicians who perform work for the Client on behalf of Zorg van de Zaak;
- the Client is itself responsible for overseeing that data managed in the administration is kept in secured storage that is only accessible to the staff of administration and the physicians who perform work

for the Client on behalf of Zorg van de Zaak;

- the Client is itself responsible for and consents that the operative Zorg van de Zaak privacy regulations shall be wholly applicable to the data managed by the administration, and that the staff of administration are familiar with the regulations and act accordingly.

11. Terms

11.1. Unless agreed otherwise in writing, any term period for the implementation of an obligation given by Zorg van de Zaak has solely an indicative force and shall never be considered a strict deadline, even if this refers to a final deadline. If Zorg van de Zaak has failed to meet a term, it is only in default when Zorg van de Zaak has been sent a written reminder/notification of default giving Zorg van de Zaak a reasonable term for compliance, and compliance within this term has not been met.

12. Force majeure

- 12.1. In these General Terms and Conditions, force majeure is understood to mean circumstances which prevent compliance with an obligation and which are not attributable to Zorg van de Zaak, nor are they for the account of Zorg van de Zaak under law, due to juristic acts or notions generally prevailing in commerce. Such circumstances include but are not limited to: war, danger of war and riots, terrorist attacks, natural disasters, restrictive measures imposed by national or international governments, sabotage, work stoppages, transport interruptions, supplier shortcomings Zorg van de Zaak experiences in delivery of goods and/or services, computer disruptions (including internet, intranet and email), commercial disruptions (e.g. as a result of fire, lost data, etc.), epidemics, staff illness, shortages of skilled personnel, and if the Client's company merges or if the Client's company is subject to a takeover, re-organisation or changes to its commercial operations.
- 12.2. If Zorg van de Zaak is not attributable for the shortcoming in compliance with its obligations (force majeure), Zorg van de Zaak is not liable. Insofar as compliance is not permanently impossible, its obligations shall be postponed. If the period in which force majeure makes compliance impossible lasts longer or will last longer than two months, both Parties are authorised to cancel the Agreement, without any obligation to compensation for damages arising in such an event.
- 12.3. If Zorg van de Zaak has partially fulfilled its obligations at the time the force majeure commenced, or if Zorg van de Zaak is only able to fulfil a portion of its obligations, Zorg van de Zaak is entitled to invoice for the services already provided and/or still to be provided separately, and the Client is obliged to pay the invoice in question as if it was a separate invoice.
- 12.4. Zorg van de Zaak is entitled to invoke force majeure if the non-attributable circumstances that prevent

compliance with its obligation commence after Zorg van de Zaak should have fulfilled its obligations.

13. Dissolution, suspension and compensation for damages

- 13.1. If the Client is in default with a payment of any amount owed to Zorg van de Zaak, or has not complied in fulfilling any other obligation vis-à-vis Zorg van de Zaak, or has not done so completely or on time, if the Client applies for a moratorium on payments or applies for insolvency, if the Client makes any request for debt rescheduling, if the Client offers its creditors an extra legal arrangement, if any attachments are imposed on the Client, if the Client's business is liquidated, business operations are stopped or re-located outside the Netherlands, Zorg van de Zaak has the right to dissolve the Agreement without notification of default and/or judicial intervention, without prejudice to Zorg van de Zaak's right to claim compensation for costs and damages.
- 13.2. If one of the incidents listed in the previous paragraph of this article occur or threaten to occur, the Client is obliged to inform Zorg van de Zaak hereof without delay and in writing. If Zorg van de Zaak has good grounds for believing that one or more of the incidents listed in the previous paragraph of this article are occurring and the Client, upon being asked, refuses to provide Zorg van de Zaak with clarification on the topic or does not respond to a request to that effect, Zorg van de Zaak is likewise entitled to dissolve the Agreement without notification of default and/or judicial intervention, without prejudice to Zorg van de Zaak's right to claim compensation for costs and damages.

14. Liability

- 14.1. Zorg van de Zaak's liability vis-à-vis the Client for direct damages suffered as a result of one or more attributable shortcomings in compliance with its obligations or for an unlawful act committed by Zorg van de Zaak (regardless of whether these damages are related to one or more incidents) is set at a maximum: (i) for an individual requisition, equal to the amount that was received from the Client; and (ii) for Agreements, equal to one quarter (1/4 part) of the amount that the Client paid under the Agreement in the twelve months preceding the incident involving damages. In every case, liability in all cases and at all times, including breaches of any indemnification, guarantee and/or data protection will be limited to the amount that Zorg van de Zaak's insurer has actually paid out for the matter of the said liability, to be increased with the amount of the deductible.
- 14.2. If Zorg van de Zaak provides the Client with assistance for activities referred to in Article 25(1) through (4) of the WIA (previously Article 71(a)(1) through (4) of the WAO) and/or Article 14(3) of the Working Conditions Act,

or functions as the person who supervises activities agreed in the plan of action and takes care of contacts (case management), Zorg van de Zaak shall endeavour to achieve the best results possible. Zorg van de Zaak is not, however, liable in the case that it cannot supervise this assistance and/or these activities to achieve the best results (such as internal or external work re-integration of an Employee) and is not liable for any claims for damages related or arising therefrom on the part of the Client or the Client's Employees. The Client indemnifies Zorg van de Zaak for any damages related or arising therefrom on the part of the Client's Employees. Zorg van de Zaak is never liable for indirect damages, including consequential damages, lost profits, lost savings and damages due to business interruptions.

- 14.3. If the Client approaches a third party for further treatment/advice, whether or not on the recommendation of Zorg van de Zaak, full contractual freedom applies between the Client and that third party and Zorg van de Zaak is not a party to an such agreement, unless agreed otherwise in writing. Zorg van de Zaak is never liable vis-à-vis the Client if the third party defaults in compliance with its obligations under that agreement or commits an unlawful act vis-à-vis the Client, even if Zorg van de Zaak and that third party have a cooperative relationship.
- 14.4. The Client indemnifies Zorg van de Zaak for all claims of third parties (including Employees) regarding agreements implemented by Zorg van de Zaak, unless it is judged in law that these liabilities are the result of deliberate actions or gross negligence on the part of Zorg van de Zaak and the Client can, moreover, demonstrate that the Client has acted without reproach in the matter.
- 14.5. All legal claims against Zorg van de Zaak due to non-performance or unlawful acts are subject to a period of limitation of twelve years from the day on which the damages occurred or could or should have reasonably been discovered, but no later than two years from the date on which Zorg van de Zaak had exhibited a shortcoming in compliance with an obligation or made the error which serves as the basis of the claim.

15. Confidential data, confidentiality and data processing

- 15.1. The Parties are mutually obliged to handle all information that they have received in the framework of concluding or implementing the Agreement as confidential.
- 15.2. Regarding medical details, the provisions of Article 88 of the Individual Health Care Professions Act and Book 7, Article 457 of the Dutch Civil Code apply.
- 15.3. All personal data which the Parties exchange is governed by a confidentiality obligation vis-à-vis third parties. This confidentiality obligation does not apply insofar as the Party providing the information has given

permission that the information may be shared with third parties, if it is necessary to share such information with third parties given the object for which the personal data is being provided and/or for the implementation of the Agreement, or if there is a legal obligation or legal judgment on the grounds of which the information must be shared with third parties.

- 15.4. The Parties shall perform all their obligations under the General Data Protection Regulation (GDPR), and all other applicable privacy rules and legislation in relation to the Agreement.
- 15.5. Zorg van de Zaak is a member of the professional association OVAL (www.oval.nl) and makes use of their advice in the area of applying practicalities of the GDPR and the GDPR Implementation Act.
- 15.6. Zorg van de Zaak only processes (Special) Personal Data within the meaning of the GDPR based on the permitted legal grounds. Legal grounds that are not primary but under law specifically required/or if for any reason whatsoever the other legal grounds mentioned in the GDPR are inapplicable, Zorg van de Zaak processes (Special) Personal Data within the meaning of the GDPR based on third party consent. The Client is responsible for obtaining third party consent in a legal and legally valid manner. "Third party" in this article (15) includes the Works' Council, the Client's Employee(s) and/or "persons involved" within the meaning of the GDPR.
- 15.7. Zorg van de Zaak is an independent Controller for its entire health and safety provision within the meaning of the GDPR, with the exception of the employer's portal Zorg van de Zaak Online. If and to the extent that Zorg van de Zaak Online is made available to the Client, Zorg van de Zaak ICT BV is then the direct contracting counterparty. Zorg van de Zaak ICT would then act as the Controller within the meaning of the GDPR on behalf of the Client. The Client is thereby obliged to conclude the Zorg van de Zaak Online portion of the Controller's Agreement within the meaning of the GDPR in accordance with the Zorg van de Zaak model.
- 15.8. The Privacy Regulation and Privacy Statement of Zorg van de Zaak form part of the Agreement(s) concluded/to be concluded between Zorg van de Zaak and the Client.

16. Intellectual Property

- 16.1. Provision of services by Zorg van de Zaak under the Agreement does not entail transfer of intellectual property rights resting with Zorg van de Zaak. All intellectual property rights that arise during or out of the provision of services under the Agreement shall be held by Zorg van de Zaak.
- 16.2. The Client indemnifies Zorg van de Zaak for any third-party claims and the full extent of damages based on the fact that the information supplied by the Client violates any intellectual property right or other right.

17. Transfer of Zorg van de Zaak personnel

- 17.1. The Client is not permitted to hire/direct the hiring of persons who are deployed by and/or employed by Zorg van de Zaak in implementing Agreements for the period of the Agreement and up to two years after the termination thereof under any employment agreement or in any other way (e.g. by means of a contracting agreement or secondment), unless Zorg van de Zaak has given the Client written consent in writing in advance.
- 17.2. The Client shall be forfeit a € 5,000 fine to Zorg van de Zaak for every (former) Zorg van de Zaak person and/or employee hired, for each day the Client acts in conflict with the provisions of the previous paragraph. Notwithstanding which, Zorg van de Zaak retains its right to compensation outlined above for actual damages suffered in such a matter.

18. Complaints and Arbitration

- 18.1. The Zorg van de Zaak complaints procedure for the employee and the complaints procedure the employer form part of the Agreement(s) concluded or to be concluded between Zorg van de Zaak and the Client.
- 18.2. Zorg van de Zaak is registered with the Arbitration Committee for Occupational Health and Safety Services as prescribed under law for dispute resolution. Disputes between the Client (including the Employee) and Zorg van de Zaak regarding Services provided or to be provided by Zorg van de Zaak (or the establishing or implementation of agreements pertaining to such Services), can be brought before the Arbitration Committee for Occupational Health and Safety Services by the Client, Employee and/or Zorg van de Zaak. The Arbitration Committee for Occupational Health and Safety Services only proceeds to handle a dispute if the complainant has first submitted the complaint to Zorg van de Zaak. If the complaint is not resolved, then the dispute must be brought before the Arbitration Committee for Occupational Health and Safety Services within one month of the said complaint being completely processed by Zorg van de Zaak; disputes must be submitted to the Arbitration Committee for Occupational Health and Safety Services in writing or in another form decided by the Arbitration Committee for Occupational Health and Safety Services. If the Client or Employee brings a dispute before the Committee, Zorg van de Zaak is bound by this choice. The Committee hands down its decision with due observance of the provisions of the currently applicable regulations for its operation. The decisions of the Committee take the form of a heavily weighted recommendation. Dispute processing is subject to a small fee. Further information (including the regulations governing the Arbitration Committee) may be found on the Arbitration Committee website (www.klachtregeling.nl/ga).

19. Applicable law and dispute resolution

- 19.1. Dutch law is exclusively applicable to all agreements concluded with Zorg van de Zaak.
- 19.2. Potential disputes between the Parties shall be exclusively settled by the competent court in the District of Midden-Nederland, unless one Party decides to have the dispute settled by the dispute mechanism given in Article 18, the Arbitration Committee for Occupational Health and Safety Services.