

General terms and conditions

A. General

In these general terms and conditions, the following definitions apply:

- 1 Client:
the party, who usually acts in the exercise of a profession or business, who has commissioned the Contractor to perform work.
- 2 Contractor:
Assist Verzuim B.V., with its registered office in Rijssen, registered with the Chamber of Commerce (KVK) under number 08139591. Assist Verzuim B.V., with its registered office in Oosterhout, registered with the Chamber of Commerce under number 18087306, Assist Verzuim B.V., with its registered office in Utrecht with the Chamber of Commerce under number 30251323, Assist Verzuim B.V., with its registered office in Groningen, registered with the Chamber of Commerce under number 64363783.
- 3 Activities:
all activities assigned by the Client or carried out by the Contractor in direct connection with the assignment, regardless of the reason, in the broadest sense of the word. This includes, in any case, the activities specified in the assignment confirmation. The activities are considered ongoing unless the nature of the assignment indicates otherwise.
- 4 Further details:
Deviations from these general terms and conditions can only be agreed upon in writing and shall only apply if and to the extent that they have been expressly confirmed in writing by the Contractor to the Client.

B. Applicability

- 1 These general terms and conditions apply to all offers, quotations, assignments and agreements concluded by the Contractor within the framework of the performance of the activities.
- 2 The Client's general terms and conditions shall only apply to agreements concluded with the Contractor insofar as they do not conflict with these terms and conditions. In case of doubt regarding the existence of such a conflict, the Contractor's general terms and conditions shall prevail.
- 3 Deviations from these general terms and conditions can only be agreed upon in writing and shall only apply if and to the extent that they have been expressly confirmed in writing by the Contractor to the Client.
- 4 These terms and conditions also apply to follow-up assignments for a client.

C. Commencement and duration of the contract

- 1 The agreement is established and takes effect once the order confirmation, signed by the Client, has been received by the Contractor, unless explicitly agreed otherwise in writing.
- 2 The parties are free to prove the conclusion of the agreement by other means.
- 3 The agreement is entered into for an indefinite period unless the content, nature or scope of the assignment indicates that it is for a fixed term.

D. Client details

- 1 The Client is obliged to provide all data and documents that the Contractor deems necessary for the proper execution of the assignment, in a timely manner, in the required format and in the specified manner.
- 2 The Contractor has the right to suspend the execution of the assignment until the Client has Fulfilled the obligation mentioned in the previous paragraph. The contractor shall not be liable for any damages resulting from the failure to provide, the late provision or the incomplete provision of the data required by the Contractor as referred to in Article D, paragraph 1.
- 3 If and to the extent that the Client requests, the documents provided shall be returned to the Client after the completion of the work under the relevant agreement, subject to the provisions of article O.
- 4 The additional costs and fees arising from the delay in the execution of the assignment as a result of the failure to make the requested information and documents available, or not to make them available in a timely or proper manner, shall be borne by the Client.

E. Execution of the assignment

- 1 The Contractor will make every effort to perform the services to the best of their knowledge and ability in accordance with the standards of good workmanship.
- 2 The Contractor shall, if and to the extent deemed desirable or necessary by either party, consult with the Client regarding the execution of the assignment and, if possible and/or desirable, provide an indication of the timeline.
- 3 The Contractor determines the manner in which and by which person the assignment is carried out.
- 4 The Contractor has the right to have certain activities carried out by third parties without notifying and/or requesting the express permission of the Client.
- 5 If, during the assignment, work that was not included in the agreed activities in the assignment confirmation has been carried out for the Client's business or profession, the Contractor's records shall serve as evidence that such work was carried out at the incidental request of the Client. These records must reflect interim consultations between the Client and the Contractor.
- 6 If the Client's additional requests result in a modification, expansion, or increased scope of the Contractor's performance, this shall be considered additional work eligible for compensation. If the Contractor believes that additional work is or will be required, they will notify the Client as soon as possible. The Client is deemed to have accepted the execution and costs of the additional work unless they object and halt the execution within five days of the Contractor's notification.
- 7 If changes in legislation and/or regulations imposed by the government require adjustments to the services provided, these adjustments will automatically become part of the agreement. The Contractor is entitled to charge the Client for any direct or indirect additional costs arising from these changes.

F. Confidentiality and exclusivity

- 1 Aside from obligations imposed by law or professional duties to disclose certain information, the Contractor is required to maintain confidentiality towards third parties not involved in the execution of the assignment. This confidentiality covers all information of a confidential nature provided by the client and the results obtained through the processing of that information.
- 2 The Contractor is entitled to use the numerical results obtained after processing, provided that the outcomes cannot be traced back to individual clients, for statistical or comparative purposes.
- 3 With the exception of the provisions of the previous paragraph, the Contractor is not entitled to use the information made available to it by the Client for a purpose other than that for which it was obtained. However, an exception is made to this in the event that the Contractor acts on its own behalf in disciplinary, civil or criminal proceedings in which these documents may be relevant.

G. Intellectual property

- 1 The Contractor retains all rights to intellectual property used or previously used in the performance of the agreement with the Client, to the extent that legal rights can exist or be established in relation to such products.
- 2 The client is expressly prohibited from providing, reproducing, disclosing, or exploiting these products, including but not limited to computer programs, system designs, methods, advice, (model) contracts, and other intellectual property, in the broadest sense of the word, whether or not with the involvement of third parties.
- 3 The Client is not permitted to provide tools or materials related to these products to third parties, except for the purpose of obtaining expert advice regarding the Contractor's work.

H. Force majeure

- 1 If the Contractor is unable to fulfil their obligations under the agreement, either not at all, not on time, or not properly, due to a cause not attributable to them, including but not limited to disruptions in the normal course of business within their company, those obligations will be suspended until the contractor is able to fulfil them in the agreed manner, without the contractor being in default regarding the performance of their obligations and without being liable for any compensation.
- 2 If the Contractor has already partially fulfilled their obligations at the onset of force majeure, or can only partially fulfil their obligations, the contractor is entitled to invoice the already completed or executable part separately. The client is obliged to pay this invoice as if it were a separate contract.

I. Rates

- 1 All rates are exclusive of VAT and any other government levies.
- 2 The Contractor is entitled to change the rates annually as of January 1. The new rates will automatically apply to ongoing agreements. The client is deemed to have agreed to this change unless they notify the Contractor in writing by registered mail within 14 days of the Contractor announcing the revised rates, stating their intention to terminate the agreement based on this. Such termination is only possible in the event of a rate increase of more than 10% for ongoing work and will take effect on the date of the rate change. Any costs incurred by the Contractor or work already performed will be invoiced to the client based on the old rates. The Client is obliged to pay these invoices in accordance with the present general terms and conditions.

- 3 a. If the number of employees affects what the Client owes to the Contractor, the most recent payroll statement will be used as the basis, followed by the number of employees as of January 1 of each year.
 - b. The Client is required, upon the Contractor's first request, to provide a new payroll statement or a statement from a registered accountant specifying the correct number of employees. Any costs associated with this are to be borne by the Client. If the Client fails to provide the requested information within 30 days of the request, the Contractor is entitled to estimate the number of employees and invoice accordingly.
- 4 Unless otherwise agreed in writing, costs incurred by the Contractor for engaging third parties are not included in the rates. These costs, along with any associated costs incurred by the Contractor, will be invoiced to the Client. Costs related to requesting information, including but not limited to inquiries to the curative sector and obtaining files from the previous occupational health service, will also be borne by the Client without prior consultation.
- 5 If the Client terminates the agreement before it has been completed by the Contractor, and if the fee consists of a predetermined amount per agreement, the Client shall be liable to pay the predetermined amount per agreement as the fee.

J. Payment

- 1 Payment must be made, unless otherwise agreed in writing, prior to the commencement of the work. If invoicing occurs after the start of the work, the Client must pay the invoice amount within 14 days of the invoice date. Payment can only be made in Euros. The Client is not entitled to any discount or set-off without prior written consent.
- 2 If the Client fails to make payment within the aforementioned period, or within any other agreed-upon term, they will automatically be in default. The Contractor, without the need for further notice or formal demand, has the right to charge the Client statutory interest from the due date until the date of full payment, without prejudice to any further rights the Contractor may have.
- 3 If the Client fails to make payment within the aforementioned period, or within any other agreed-upon term, they will automatically be in default. The Contractor, without the need for further notice or formal demand, has the right to immediately suspend all work from the due date. The Contractor is not liable for any direct or indirect damage arising from this suspension. The Client must inform their employee(s) about the suspension of work by the Contractor due to the Client's payment arrears. The Client indemnifies the Contractor against any claims from third parties.
- 4 If payment is not made even after a first payment reminder, the Contractor is entitled to terminate the agreement. The termination date will be the first day on which work in accordance with the agreement to which the invoice relates could have been performed. Any costs incurred by the Contractor or work already carried out will be invoiced to the Client. The Client is obliged to pay these invoices in accordance with the present general terms and conditions.
- 5 The Contractor is entitled to increase the invoice amount by 10%, with a minimum of €25.00, for each necessary payment reminder starting from the second reminder, in order to cover their additional collection costs and risks.
- 6 All costs arising from judicial or extrajudicial collection of the claim shall be borne by the Client. The extrajudicial costs are set at a minimum of 15% of the amount to be claimed, with a minimum of €250.00.
- 7 If, in the Contractor's opinion, the financial position or payment behaviour of the Client warrants it, the Contractor is entitled to demand that the Client immediately provide (additional) security in a form determined by the Contractor. If the Client fails to provide the

requested security, the Contractor is entitled, without prejudice to their other rights, to immediately suspend further execution of the agreement, and all amounts owed by the Client to the Contractor for any reason will become immediately due and payable.

- 8 In the event of liquidation, bankruptcy, or suspension of payments of the Client, the Client's obligations will become immediately due and payable.

K. Advertising

- 1 Complaints regarding the work performed and/or the invoice amount must be submitted in writing to the Contractor within 30 days of the dispatch date of the documents or information that form the subject of the complaint, or within 30 days after the discovery of the defect, if the Client can demonstrate that they could not reasonably have discovered the defect earlier.
- 2 Complaints as referred to in the first paragraph do not suspend the Client's payment obligation.
- 3 In the case of a justified complaint, the Client and the Contractor will consult with each other on how the work performed can be reasonably corrected or redone, or on whether the assignment will be fully or partially cancelled. If (part of) the fee has already been paid to the Contractor, the Client is entitled to a reasonable refund.

L. Delivery term

- 1 If the Client is required to make an advance payment or provide the necessary information and/or materials for the execution of the work, the period within which the work must be completed will not commence until the full payment has been received or the information and/or materials have been fully provided.
- 2 Deadlines within which the work must be completed are only considered binding if explicitly agreed upon. Exceeding such a deadline does not constitute a breach of contract by the Contractor and therefore does not provide grounds for termination of the agreement. However, in the event of such a delay, the Client may set a new, reasonable deadline within which the Contractor must complete the agreement, unless force majeure applies. Exceeding this new, reasonable deadline does provide grounds for the Client to terminate the agreement.

M. Liability

- 1 If a mistake is made by the Contractor due to the Client providing incorrect or incomplete information, the Contractor is not liable for the resulting damage.
- 2 For all direct damages of the Client, in any way related to or caused by the failure, late, or improper execution of the assignment, the liability of the Contractor is limited to a maximum of the fee(s) invoiced for the assignment excluding VAT. In the case of long-term agreements, this liability is limited to the total of the fixed fees invoiced by the Contractor for this agreement in the calendar year in which the liability arose. Furthermore, in all cases, liability is limited to the amount paid out by the Contractor's insurer, with a maximum of €100,000.00.
- 3 For all indirect damages, including but not limited to disruptions in the regular operations of the Client's business, in any way related to or caused by an error in the execution of the work by the Contractor, except in cases of intent or gross negligence, the Contractor shall never be liable.
- 4 The Contractor has the right at all times, if and insofar as possible, to undo or limit the Client's damage by repair, improvement, or re-delivery of the product or service.
- 5 The Contractor is not liable for damage to or loss of documents during transportation or shipping by post, regardless of whether the transportation or shipping is carried out by or on behalf of the Client, the Contractor, or third parties.

- 6 In the case of verbal information and/or requests, the Contractor is not liable for any damage resulting from misunderstandings or incorrect or incomplete information conveyed.
- 7 The Contractor is not liable for damage arising from or resulting from the failure to follow, untimely following, or incomplete following of advice provided by the Contractor.
- 8 The Client indemnifies the Contractor against all claims from third parties, including but not limited to the (former) employees of the Client, which directly or indirectly, subsequently or immediately, relate to the execution of the agreement. The Client particularly indemnifies the Contractor against claims from third parties for damages caused by the Client providing incorrect or incomplete information to the Contractor, unless the damage was caused by the Contractor's intent or gross negligence.
- 9 The Client indemnifies the Contractor against all claims from themselves or third parties, if the Contractor is compelled by law and/or professional regulations to return the assignment and/or is required to cooperate with government agencies, which are authorised to request and receive information, whether solicited or unsolicited, that the Contractor gathers in the course of the assignment.
- 10 The Client is obliged to take all necessary measures to limit the damage for which they have held the Contractor liable.

N. Termination

- 1 The Client and the Contractor may terminate the agreement at any time with immediate effect, unless the work involves ongoing tasks. These can only be terminated at the end of the agreed contract period with a notice period of 3 months. If the ongoing tasks are not terminated in accordance with this notice period, the agreement will be automatically extended for a period equal to the immediately preceding contract period.
- 2 Unless stated otherwise in the order confirmation, or if the assignment is part of a series of agreements related to occupational health services, insurance, or other services, the notice period as stated in the order confirmation or in any other applicable agreements for this assignment will apply.
- 3 Termination must be communicated in writing via registered letter to the other party.
- 4 If and to the extent that the Contractor terminates the agreement by giving notice, the Contractor is obliged to take all necessary actions required by the circumstances in the interest of the Client.

O. Right of suspension

The Contractor is entitled to suspend the fulfilment of all its obligations, including the delivery of documents or other items to the Client or third parties, until all outstanding claims against the Client have been fully settled.

P. Expiry period

Unless otherwise stipulated in these general terms and conditions, any claims and other rights of the Client against the Contractor, on any grounds whatsoever, in connection with the performance of work by the Contractor, shall in any case expire one year after the moment the Client became aware or could reasonably have become aware of the existence of such rights and entitlements.

Q. Disputes, applicable law and choice of forum

- 1 If a dispute arises between the parties regarding the formation, interpretation, execution, non-execution, or incorrect or untimely execution of an agreement or other legal relationship between them, or if one of the parties believes that such a dispute exists, the parties are obliged to attempt to reach an agreement through negotiations before submitting the dispute to the competent court.

- 2 All agreements between the Client and the Contractor to which these general terms and conditions apply shall be governed by Dutch law.
- 3 All disputes related to agreements between the Client and the Contractor to which these terms and conditions apply, and which do not fall under the jurisdiction of the district court, shall be settled by the competent court in the district where the Contractor is domiciled.
- 4 Contrary to the previous paragraph, the Contractor and the Client are entitled to submit disputes to a dispute board.

R. Modification of these terms

The Client is authorised to make reasonable changes to these terms and conditions. These changes will take effect one month after the announcement of the changes and the transmission of the revised text to the Contractor.

Adopted in Rijssen on March 1st 2023.