

General Terms & Conditions

Zorg van de Zaak

1. Definitions

- 1.1 In these General Terms and Conditions the following terms have the following meanings, unless expressly stated otherwise:
- a. Zorg van de Zaak: Zorg van de Zaak N.V., Ch. of Comm. 27145186 and its subsidiary company ArboVitale B.V., Ch. of Comm. 24371428.
 - b. Client: the legal entity with which Zorg van de Zaak has concluded an agreement.
 - c. Employer: the person with respect to whom an Employee is obliged to execute work pursuant to an employment contract or public law appointment (including on-call workers).
 - d. Employee: the natural person who executes work for the Employer.
 - e. Offer: every offer (including a quotation and tenders) of products and/or services, which Zorg van de Zaak makes to a potential Client.
 - f. Agreement: the contractual relationship between Zorg van de Zaak and the Client.
 - g. Services: the services provided by Zorg van de Zaak on the basis of the Agreement.
 - h. Parties: Zorg van de Zaak and the Client jointly and each individually: "Party".
 - i. In writing: traditional communication in writing as well as digital communication to be saved in a permanent data carrier, such as email communication.

2. Applicability

- 2.1. These general terms and conditions apply to all offers, investigations, advice and work of Zorg van de Zaak, unless agreed otherwise in writing. "Work" is also taken to mean the provision of services and other performances by whatever name.
- 2.2. If an Agreement concluded with Zorg van de Zaak contains provisions that derogate from these General Terms and Conditions, the other provisions of these General Terms and Conditions will remain in full effect. If there is any derogation from these General Terms and Conditions, this derogation will apply exclusively to the Agreement concerned.
- 2.3. Any general terms and conditions of the Client or negotiating partner of Zorg van de Zaak will not apply, unless agreed otherwise in writing.
- 2.4. If one or more provisions of these General Terms and Conditions is void, the remaining provisions will remain in full effect. If any provision of these General Terms and Conditions is invalid for any reason whatsoever, the Parties will determine a replacement provision in consultation, which will correspond to the original provision as closely as possible in terms of content and meaning.
- 2.5. Unless provided otherwise in the Agreement, Zorg van de Zaak N.V. will be the legal contracting party.

3. Offer and formation of the Agreement

- 3.1. All offers from Zorg van de Zaak have a validity period not exceeding 3 months from the date of dispatch by Zorg van de Zaak, unless a derogating period is set out in the offer.
- 3.2. The offers from Zorg van de Zaak and the Agreements drawn up by Zorg van de Zaak are (partly) based on the data provided by the (potential) Client to Zorg van de Zaak. If it appears that the data provided to Zorg van de Zaak is not consistent with the facts and/or if this data is changed after it has been provided, the consequences thereof, including in any event the financial consequences, will be at the Client's expense and risk.
- 3.3. An Agreement will exclusively come into effect after Parties have signed an Agreement in a legally valid manner, or at the time at which Zorg van de Zaak reasonably considers the conduct of the Client as (having created the impression of) concurrence and Zorg van de Zaak has commenced with the performance of the Agreement. As long as this is not the case, Zorg van de Zaak will not be obliged to execute assignments or work.
- 3.4. If the contents of the Agreement signed by Parties (including the appendices forming part thereof) derogate from the Offer accepted by the Client and/ or other correspondence preceding the formation of Agreement, the contents of the Agreement signed by Parties (including the appendices forming part thereof) will exclusively apply, unless in the reasonable opinion of Zorg van de Zaak there is an obvious mistake or writing error.
- 3.5. The services provided by Zorg van de Zaak for the benefit of Employees, who were already ill prior to the commencement date of the Agreement, do not fall under the effect of the Agreement concerned. For these services Zorg van de Zaak will charge the Client another rate on the basis of a rate per service.

4. Performance of the Agreement

- 4.1. Zorg van de Zaak will provide the agreed Services to the best of its knowledge and ability and in accordance with the requirements of high standards to be reasonably expected.
- 4.2. If the Agreement is entered into for the purpose of execution by a specific person, Zorg van de Zaak will always be entitled to replace this person by one or more other persons with the same qualifications.
- 4.3. Zorg van de Zaak is permitted to have work (partially) executed by or outsourced to third parties as well as to transfer obligations under the Agreement to a third party.
- 4.4. The Client will be obliged to do and omit everything that is reasonably necessary and desirable to make the correct and timely performance of the Agreement possible. The Client will be in particular responsible for ensuring that all data, regarding which Zorg van de Zaak states that these are necessary or regarding which the Client reasonably ought to understand that these are necessary for the performance of the Agreement, are provided in a timely manner. The following data will be in any event necessary and must be provided to Zorg van de Zaak:
 - Statement of the number of Employees, who are at any time employed;
 - Information regarding the past sickness absence in the enterprise of the Client;
 - If requested, the registration number (registration identification) of the Employee Insurance Agency (UWV), where the Client is registered;
 - The leaving employment of ill. Employees no later than five working days prior to the date of leaving employment;
 - The leaving employment of ill Employees, whereby the period between the first sick day and the date of leaving employment is longer than 6 weeks, no later than 15 working days prior to the date of leaving employment.

- 4.5. Furthermore, the Client will be responsible for ensuring that the (personal) data, business information and/or other information of a third party/third parties, which are delivered to Zorg van de Zaak by the Client, are current, accurate, correct and complete.
- 4.6. If the Client does not fulfil its obligation to provide Zorg van de Zaak with information or does not do so in a timely manner or does not do so in full or if the information is not correct, the financial and other consequences thereof will be at the Client's expense and risk, including in the event that Zorg van de Zaak fails in this respect to fulfil its obligations on the basis of the Agreement concluded with the Client.
- 4.7. The contents of the Agreements of Zorg van de Zaak and/or the description thereof can be unilaterally adjusted/changed by Zorg van de Zaak in relation to amended or new legislation and/or adjustments of the services provided by Zorg van de Zaak deemed necessary by it. In the event of adjustment/amendment of the contents of the Agreement, Zorg van de Zaak will inform the Client of this as soon as possible.
- 4.8. If the contents of the Agreement are amended on the basis of the provisions of subclause 4.7. of this article, the Client will not be entitled to cancel or terminate the Agreement in another manner.
- 4.9. Zorg van de Zaak will charge the Client separately for the costs of the work on the rehabilitation report on the basis of rates per service, which report Zorg van de Zaak is required by law to provide to the Employee in accordance with the standards of the Employee Insurance Agency in the context of an application for benefit received under the Work and Income (Capacity for Work) Act, regardless of the contents of the Agreement concluded with the Client.

5. Duration, termination and extension of the Agreement

- 5.1. Agreements are concluded for an indefinite period, unless agreed otherwise in writing. The Agreement for an indefinite period can be terminated at any time by each Party and/or the Parties with due regard to a notice period of six months calculated from the time of the notice of termination.
- 5.2. If an Agreement is entered into for a definite period, with a minimum of one (1) year, it will be automatically renewed for a period of one (1) year each time after the expiry >3} of that time, unless the Agreement has been terminated in a timely manner.
- 5.3. Both Parties can terminate the continuing performance contract for a definite period with effect from the end of the period for which it was entered into, with due regard to a notice period of three months.
- 5.4. Zorg van de Zaak can terminate the Agreement for a definite period at any time, with due regard to the termination rules set out in Article 5.5. and the notice period of three months, calculated from the time of the notice of termination.
- 5.5. Termination will be deemed to have taken place in a legally valid manner only if it is done by registered letter, which letter must be addressed to the Contract Administration of Zorg van de Zaak in Utrecht, postbus 30514, 3503 AH or any other address stated by Zorg van de Zaak in writing.
- 5.6. If the Agreement is terminated prematurely by the Client, the Client will owe the agreed payment, without prejudice to all other rights of Zorg van de Zaak.

6. Cancellation of Services

- 6.1. Cancellations, non-appearance, non-cooperation, making additional or derogating demands, requirements and conditions, or the fact that in the opinion of Zorg van de Zaak the customers

or Employees of the Client cannot be (further) investigated, are at the risk of the Client and do not give any right to a discount or non-payment of the agreed payment. In the event of non-appearance of customers or Employees, without a message received by Zorg van de Zaak in a timely manner, at least 2 working days prior to, for example, an appointment, consultation or treatment, the Client will owe a no-show amount to Zorg van de Zaak, to be charged by Zorg van de Zaak.

7. Prices and price changes

- 7.1. The prices stated by Zorg van de Zaak are in euros and excluding turnover tax (VAT) and any other duties imposed by authorities, unless stated otherwise.
- 7.2. If there are price increasing factors beyond the control of Zorg van de Zaak, which arose after an offer was made or after the formation of an Agreement and/or if the contents of the applicable Agreement are amended, Zorg van de Zaak will be entitled to increase the prices of its Services and/or the Agreement and in that case the Client will be obliged to pay that higher price. The Client will not be entitled to cancel the Agreement related to this price increase, unless the price increase amounts to more than 5%.
- 7.3. Notwithstanding Article 7.2, Zorg van de Zaak will be entitled in the event of an Agreement to adjust the agreed prices annually. Zorg van de Zaak index links its rates on the basis of the CBS (Statistics Netherlands) price index for the Collective Labour Agreement salaries. In the event of an Agreement for a definite period, this adjustment can take place with effect from each anniversary of the Agreement concerned. In the event of an Agreement for an indefinite period, the prices can be adjusted with effect from each new calendar year.
- 7.4. The prices for the individual assignments (actions), regardless of whether these are executed under an Agreement, can also be adjusted with effect from each new calendar year.
- 7.5. Zorg van de Zaak will at all times be entitled to charge the turnover tax (VAT), which was mistakenly not charged, at a later date.

8. Payment

- 8.1. Invoices from Zorg van de Zaak must be paid within thirty days after the invoice date. In case of payment by transfer, the date of the crediting of the bank account of Zorg van de Zaak will apply as the date of payment.
- 8.2. Unless agreed otherwise in writing, Zorg van de Zaak can charge the amount owed by the Client for the agreed or applicable Agreement annually at the beginning of a contract year (by means of an advance invoice) to the Client.
- 8.3. The Agreement to be concluded or which has been concluded with the Client will set out the number of Employees stated by the Client to Zorg van de Zaak as at the time of the entering into the Agreement. The advance invoice to be paid by the Client to Zorg van de Zaak at the commencement of a contract year is based on the number of Employees, the absenteeism rate and the reporting frequency stated by the Client. After the end of the contract year Zorg van de Zaak will draw up a final invoice on the basis of the staff changes received from the Client. If staff changes have taken place during the contract year, an average will be determined of the number of Employees as at the time of the first day on which the Agreement commenced with the number of Employees as at the time of the last day of the current contract year or in the case of continuation as at the time of the first day of the new contract year. In case of an Agreement for an indefinite period, the average will be determined of the number of Employees as at the time of the first day on which the Agreement has commenced with the number of Employees as at the time of the first day of the next contract year and

subsequently an annual average of the number of Employees as at the time of the first day of the current contract year with the number of Employees as at the time of the first day of the next contract year etcetera.

- 8.4. If and as long as the Client fails to fulfil its payment obligations, Zorg van de Zaak will not be obliged to execute the assignments given by the Client. In that case Zorg van de Zaak will be entitled to suspend its obligations on the basis of the Agreement concluded with the Client. The consequences thereof will be entirely at the Client's expense and risk; it is the Client's responsibility to inform its Employees of this.
- 8.5. The Client is not permitted to set off its payment obligations to Zorg van de Zaak against any claims against Zorg van de Zaak, or to suspend its payment obligations, unless Zorg van de Zaak has provided advance permission in writing to the Client for this.
- 8.6. If payment of the amount owed does not, does not in a timely manner or does not take place in full and Zorg van de Zaak incurs costs, at law or otherwise, for obtaining the amount still owed, inter alia including the costs for sending notices of default and demands, the Client will owe compensation to Zorg van de Zaak, to be calculated in accordance with the applicable Collection Costs Act.
- 8.7. Payment of an invoice will first serve to reduce the extrajudicial costs, thereupon to reduce the interest due and lastly to reduce the due and payable principal sums that have been outstanding the longest and the accrued interest, even if the Client states at the time of payment that this relates to a later invoice.

9. Sickness reports and notifications of recovery

- 9.1. The Client will inform Zorg van de Zaak of the sickness reports and notifications of recovery via Zorg van de Zaak Online through a link between the system of Zorg van de Zaak and the system of the Client. Zorg van de Zaak will not accept reports communicated verbally or by telephone, or reports communicated by the Employee. The Client bears the burden of proof of the full and correct transfer in a timely manner to Zorg van de Zaak of the Client's sickness reports and notifications of recovery.
- 9.2. The Client will at all times and under all circumstances be obliged to transfer the sickness reports and notifications of recovery of Employees on the first sick day or the first day of recovery before 09.30 hrs.
- 9.3. If there is a safety net situation with a sickness report or notification of recovery, the Client must also pass on this report by return of post transfer to the Employee Insurance Agency where the Client is registered. Particular safety net situations are inter alia: sickness reports and notifications of recovery resulting from pregnancy (pregnancy complaints), a sickness report consecutive to maternity leave, sickness reports and notifications of recovery of persons unfit for work who have returned to work, of occupationally disabled persons and of organ donors. The Client must submit the reports and notifications related to pregnancy and maternity leave directly to the Employee Insurance Agency where the Client is registered.
- 9.4. If the Client has not heard from Zorg van de Zaak within four weeks after the Client has reported an Employee ill to Zorg van de Zaak, the Client will be obliged to promptly inform Zorg van de Zaak in writing thereof, unless the Client can demonstrate that the Client has meanwhile reported that its Employee has recovered or that its Employee has been declared to have recovered by an authorized physician. If the Client has not fulfilled this obligation and if the Client has suffered damage as a result of the fact that Zorg van de Zaak has executed the work – which it usually would execute after receiving a sickness report on the basis of the Agreement concluded with the Client – too late, Zorg van de Zaak will only be liable for 75% of the damage and the remainder will be at the Client's own expense and risk, regardless of whether the Client can demonstrate that the Client has reported its Employee sick in a timely and correct manner.

- 9.5. Zorg van de Zaak does not arrange for any individual sickness reports and notifications of recovery to be passed on to the sick leave insurer of the Client and is not obliged thereto in any manner whatsoever. If Zorg van de Zaak has been obliged to do so in any manner whatsoever in the past, this obligation will end with effect from the day on which these General Terms and Conditions between the Client and Zorg van de Zaak are (have become) applicable. If and insofar as the sick leave insurer of the Client might consider or has considered the absence overviews received from Zorg van de Zaak as a legally valid individual sickness report of an Employee of the Client (as referred to in the policy conditions of the sick leave insurance of the Client), this can never result in an obligation for Zorg van de Zaak to take responsibility for that individual sickness report and the Client will at all times remain fully responsible for this. If Zorg van de Zaak has an agreement with the sick leave insurer of the Client regarding periodical, in many cases monthly or quarterly, provision of sickness cases of the Client's company registered with Zorg van de Zaak, Zorg van de Zaak will provide this data, provided that the Client has authorized it. This periodical provision of data will not replace the data requested by the sick leave insurer from the Client. Zorg van de Zaak will not be liable for the cases during which due to late, incomplete, incorrect or absent registration the sick leave insurer of the Client does not proceed with payment either in part or in whole.
- 9.6. If the Employee Insurance Agency decides (as referred to in Section 1:3 of the General Administrative Law Act) to impose sanctions or to extend the 104-week period referred to in Section 629, subsection 1, Book 7 of the Dutch Civil Code, on the basis of Section 25, subsection 9, of the Work and Income (Capacity for Work) Act or related to the fact that the Client has failed to fulfil its obligations on the basis of Section 38, subsection 1, of the Sickness Benefits Act, and these sanctions or this extension could be the result of a failure in the fulfilment of an obligation of Zorg van de Zaak to the Client, the Client will be obliged to promptly inform Zorg van de Zaak of this, and the Client and (if such decision is also directed to its Employee) its Employee will be obliged to lodge an objection or appeal against such decision in a timely manner if this could possibly result in limitation of the damage. It is hereby expected from the Client that the Client will be assisted by the right advisers such as for example a physician and authorized representative. If the Client has not fulfilled the obligation, the right of the Client to recover recourse for the wage sanction and/or any other damage in the case concerned from Zorg van de Zaak will lapse.

10. Administrative records

- 10.1. In the situation that the Client arranges for the administrative records related to the sickness reports and notifications of recovery, absence management and the rehabilitation (further to be referred to as: the administrative records) to be kept in house,
- the Client will itself be responsible for this and the Client will ensure that these administrative records are set up and that their maintenance functions at a good quality level;
 - the Client will itself be responsible for ensuring that at the behest of the physicians who work for the Client on behalf of Zorg van de Zaak, the administrative records are set up in such a manner that these physicians can execute their work in accordance with Zorg van de Zaak's standards, as recorded in the working instructions in Zorg van de Zaak's quality system;
 - neither Zorg van de Zaak nor the employees of Zorg van de Zaak who work or have worked for the Client, will be liable for damage resulting from shortcomings in the acts or omissions of the administration, such as for example the monitoring of deadlines within the context of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act and the

reporting to the Employee Insurance Agency or sick leave insurer, as a result of which damage is caused to the Client or/and Employees of the Client;

- the Client will be fully responsible for whether or not advice is followed, which is issued by Zorg van de Zaak or by employees of Zorg van de Zaak who work or have worked for Zorg van de Zaak and which advice has been communicated by the administration to the persons involved at the Client;
- the Client will itself be responsible for ensuring that the medical data that is managed by the administration will solely be accessible by the physicians who work for the Client on behalf of Zorg van de Zaak;
- the Client will itself be responsible for ensuring that the data that is managed by the administration will be kept in lockable cupboards, which will solely be accessible by the employees of the administration and the physicians who work for the Client on behalf of Zorg van de Zaak.

11. Periods of time

- 11.1. Unless agreed otherwise in writing, a period stated by Zorg van de Zaak related to the fulfilment of an obligation only has an indicative effect and this period will never be regarded as a deadline, even if this concerns a final period. If Zorg van de Zaak has exceeded a period, default will only commence if Zorg van de Zaak has been given notice of default by means of a demand in writing whereby Zorg van de Zaak is provided with a reasonable period for fulfilment, and fulfilment is not forthcoming within this period.

12. Force majeure

- 12.1. In these terms and conditions force majeure is taken to mean circumstances that prevent the fulfilment of the obligations and which cannot be attributed to Zorg van de Zaak's fault, and Zorg van de Zaak cannot be held accountable for by law, a legal act, or according to generally accepted standards. Such circumstances include in any event, but are not limited to: war, threat of war and riots, terrorist attacks, environmental disasters, obstructive measures of national and foreign governments, sabotage, industrial actions, traffic congestion, short-comings of suppliers of Zorg van de Zaak with respect to the delivery of goods and/or services, computer failures (including internet, intranet and email traffic), operational failures (for example as a result of fire, loss of data etc.), epidemics, unavailability of personnel such as, but not limited to, in the event of sickness, and if the business of the Client merges or if there is a corporate takeover, reorganisation or restructuring or change of business activities within the company of the client.
- 12.2. If Zorg van de Zaak does not fail culpably in the fulfilment of its obligations (force majeure) Zorg van de Zaak will not be liable. Insofar as fulfilment is still not permanently impossible its obligations will be suspended. If the period during which force majeure makes the fulfilment of the obligations impossible lasts longer than two months, both parties will be entitled to cancel the Agreement, without in that case any obligation of compensation existing.
- 12.3. If at the occurrence of the force majeure Zorg van de Zaak has partially fulfilled its obligations, or if Zorg van de Zaak can only partially fulfil its obligations in that case, Zorg van de Zaak will have the right to separately invoice the services already provided or to be provided and the Client will be obliged to pay the invoice concerned as if it were a separate agreement.
- 12.4. Zorg van de Zaak will be entitled to rely on force majeure if the non-attributable circumstance, which prevents the fulfilment of its obligation, occurs after Zorg van de Zaak should have fulfilled its obligations.

13. Termination, suspension and compensation

- 13.1. If the Client fails to make payment of any amount owed to Zorg van de Zaak or has not, has not completely, has not in a timely manner or has not properly fulfilled any other obligation to Zorg van de Zaak, if the Client applies for moratorium or if a petition has been filed for the liquidation of the Client, if the Client requests the application of the debt management scheme, if the Client offers an out-of-court settlement to its creditors, if any attachment is levied against the Client, if the business operated by the Client is wound up, actually discontinued, or established outside the Netherlands, Zorg van de Zaak will have the right to terminate the Agreement without notice of default and/or judicial intervention being required, without prejudice to the right of Zorg van de Zaak to claim compensation of costs and damage.
- 13.2. If one of the cases referred to in the previous subclause of this article occurs or is imminent, the Client will be obliged to immediately inform Zorg van de Zaak of this in writing. If Zorg van de Zaak has good grounds to assume that one or more of the cases referred to in the previous subclause of this article is occurring and the Client, if so requested, refuses to provide Zorg van de Zaak with clarification of this or does not respond to a request to that effect, Zorg van de Zaak will also be entitled to terminate the Agreement without notice of default and/ or judicial intervention being required, without prejudice to the right of Zorg van de Zaak to claim compensation of costs and damages.

14. Liability

- 14.1. The liability of Zorg van de Zaak for direct damage suffered by the Client resulting from one or more attributable shortcomings in the fulfilment of its obligation or from an unlawful act committed by Zorg van de Zaak (regardless of whether this damage is related to one or more incidents), will not exceed (i) in the case of an individual assignment an amount equal to the amount received from the Client, and (ii) in the case of Agreements an amount equal to one quarter (1/4) of the amount paid by the Client on the basis of the Agreement in the twelve months preceding the occurrence of the damage. In any event, the liability is, in all cases and at all times, including for breach of any indemnity, limited to the amount that actually is or will be paid by the insurer of Zorg van de Zaak in respect of this liability, plus the amount of the excess which is not borne by the insurer under the policy conditions.
- 14.2. If Zorg van de Zaak provides the Client with assistance during the activities referred to in Section 25, subsection 1 up to and including 4, of the Work and Income (Capacity for Work) Act (previously Section 71a, subsection 1 up to and including 4, of the Invalidity Insurance Act) and/ or Section 14, subsection 3, of the Working Conditions Act or acts as the person who supervises the activities agreed in a plan of action and arranges the contacts (case management), Zorg van de Zaak will thereby make endeavors to achieve the best possible result. However, Zorg van de Zaak will not be liable in the event that this assistance and/or these activities as case manager does/do not result in the envisaged result (such as internal or external rehabilitation of or return to work by the Employee) and will not be liable for claims for compensation related thereto or ensuing therefrom made by the Client or by Employees of the Client. The Client indemnifies Zorg van de Zaak against all claims for compensation of Employees of the Client related thereto or ensuing therefrom
- 14.3. Under no circumstances will Zorg van de Zaak be liable for indirect damage, including consequential loss, lost profit, lost savings and loss due to business interruption. If the Client, whether or not on the advice of Zorg van de Zaak, turns to a third party for further treatment/ advice, the Client and the third party will have complete freedom of contract and Zorg van de Zaak will not be a party to such agreement, unless agreed otherwise in writing. Zorg van de Zaak will never be liable vis-à-vis the Client if the third party fails to fulfil its obligations on the

basis of that agreement or commits an unlawful act vis-à-vis the Client, even if Zorg van de Zaak has a cooperative relationship with that third party.

- 14.4. The Client indemnifies Zorg van de Zaak against all claims by third parties (including Employees) related to the agreements performed by Zorg van de Zaak, unless it is established as a matter of law that these claims are the result of an intentional act or gross negligence on the part of Zorg van de Zaak and furthermore, the Client demonstrates that the Client cannot in any way be blamed in this respect.
- 14.5. All legal actions vis-à-vis Zorg van de Zaak on the basis of breach of contract or an unlawful act will become time-barred twelve months after the day on which the damage arose or reasonably could or should have been discovered, but no later than two years after the day on which Zorg van de Zaak failed in the performance of an obligation or made the mistake on which the claim is based.

15. Confidential data, confidentiality and data processing

- 15.1. The Parties are mutually obliged to ensure the confidential treatment of all information and (personal) data related to the performance and/or the contents of the Agreement. The Parties will not share this information and (personal) data with third parties, unless the other Party (from whom the information and/or (personal) data originates) has given permission in writing for this. The aforesaid duty of confidentiality does not apply insofar as the information and/or (personal) data has been made public knowledge. In addition, this duty of confidentiality does not apply if disclosure is mandatory by law, a binding decision of a court or another government agency. If there is such an obligation, the Parties will enter into consultation regarding the manner and contents of the disclosure.
- 15.2. The Parties are responsible for ensuring that the afore- said duty of confidentiality is also imposed on their employees and any other persons and third parties who/which execute work for them.
- 15.3. The termination of the Agreement will not release the Parties from their obligations of confidentiality, which by their nature are deemed to also continue after the termination of the Agreement.
- 15.4. The Parties will each individually and, if applicable, jointly fulfil all their obligations on the basis of the General Data Protection Regulation (Implementation) Act (“GDPR(I)”) and all other applicable privacy legislation and regulations (hereinafter referred to as: ‘applicable privacy legislation’). The Parties are obliged to provide each other with all reasonable cooperation to enable the other Party to fulfil its obligations on the basis of the applicable privacy legislation.
- 15.5. Zorg van de Zaak is for its entire occupational health services provision an independent Controller within the meaning of the GDPR(I). If the Client uses the employers’ portal Zorg van de Zaak Online, Zorg van de Zaak ICT B.V. will be a processor on behalf of the Client. In that case Zorg van de Zaak ICT B.V. will act as a processor of the Client. The Client will be obliged for the use of Zorg van de Zaak Online to conclude a processing agreement with Zorg van de Zaak ICT B.V. in conformity with the model of Zorg van de Zaak.
- 15.6. For information regarding the processing of personal data by Zorg van de Zaak, please refer to the privacy statement on the [website of Zorg van de Zaak](#).

16. Intellectual property

- 16.1. The implementation of the provision of service by Zorg van de Zaak on the basis of the Agreement does not also entail the transfer of the intellectual property rights vested in Zorg van de Zaak. All intellectual property rights that arise during or ensue from the implementation of the provision of service on the basis of the Agreement accrue to Zorg van de Zaak.
- 16.2. The Client indemnifies Zorg van de Zaak against any claim of a third party and the full extent of the damage, which is based on the fact that the data delivered by the Client infringes an intellectual property right or another right.

17. Takeover of Personnel of Zorg van de Zaak

- 17.1. The Client is not permitted to employ or arrange for the employment of persons, who are engaged by and/or are employees of Zorg van de Zaak in the performance of an Agreement, during the term of the Agreement and up to two years after the termination thereof, at the Client on the basis of an employment contract or otherwise (for example by means of an agreement for services or secondment), unless Zorg van de Zaak has provided the Client with advance permission in writing for this.
- 17.2. The Client will incur towards Zorg van de Zaak a financial penalty of €5,000 per (former) person engaged by Zorg van de Zaak and/or employee of Zorg van de Zaak for each day during which the Client acts in conflict with the provisions of the previous subclause. Zorg van de Zaak retains, without prejudice to the above, the right to compensation of the damage actually suffered by it.

18. Complaints and Disputes Committee

- 18.1. The complaints procedure for the employee and the complaints procedure for the employer of Zorg van de Zaak form part of the Agreement(s) concluded or still to be concluded between Zorg van de Zaak and the Client.
- 18.2. As prescribed by law, Zorg van de Zaak is associated with the disputes committee of Occupational Health and Safety Agencies for dispute resolution. Disputes between the Client (including the Employee) and Zorg van de Zaak regarding (the formation or performance of agreements related to) Services provided or to be provided by Zorg van de Zaak, can be submitted by the Client, the Employee and/or Zorg van de Zaak to the Disputes Committee of Occupational Health and Safety Agencies. The disputes committee will only accept a complaint for processing if the complainant has first submitted his/her complaint to Zorg van de Zaak. If the complaint does not result in a solution, the dispute must be submitted to the Disputes Committee of Occupational Health and Safety Agencies, within 1 month after the complainant has completed the internal complaints procedure of Zorg van de Zaak, in writing or in another form to be determined by the Disputes Committee of Occupational Health and Safety Agencies. If the Client or the Employee submits a dispute to the Disputes Committee, Zorg van de Zaak will be bound by this choice. The Disputes Committee will decide with due regard to the provisions of the regulations applicable to it. The decisions of the Disputes Committee will be made by means of important advice. A small payment will be owed for dealing with a dispute. Further information (including the applicable regulations of the Disputes Committee) can be found on the website of the Disputes Committee of Occupational Health and Safety Agencies (klachtregeling.nl/klacht-indienen).

19. Applicable law and disputes

- 19.1. The law of the Netherlands exclusively applies to all agreements concluded with Zorg van de Zaak.
- 19.2. Any disputes between Parties will be exclusively settled by the court with competent jurisdiction in the district of Midden-Nederland, unless a Party decides to have the dispute settled by means of the dispute resolution referred to in Article 18; Disputes Committee of Occupational Health and Safety Agencies.