



vitaal

For your interest

**General Terms and Conditions of the Availability and Service Agreement and
the Implementation Agreement of the Sickness Benefits Act-Own Risk (“ZW-ERD”)
Meijers Vitaal**

Van Heuven Goedhartlaan 935
1181 LD Amstelveen

P.O. Box 707
1180 AS Amstelveen

1. Definitions

In these terms and conditions, the following definitions apply:

- a **Additional Operations:** operations in addition to the Agreement in accordance with the “Additional Operations (Annex 2)”.
- b **Agreement on the processing of personal data by controllers:** the agreement between Client and Meijers regarding the processing of (personal) data which will occur as part of the performance of the Agreement, of which the Agreement on the processing of personal data by controllers has been fully incorporated into the Agreement.
- c **Availability agreement:** the agreement, as included in the document “Availability Agreement”, including the Sign-up Form, these General Terms and Conditions, Annexes 1, 2 and the Agreement on the processing of personal data by controllers regarding full availability as agreed upon between Meijers and Client.
- d **Medical Adviser:** the company physician/occupational health physician who has been engaged by Meijers to perform the activities pursuant to the Agreement.
- e **Meijers:** the private limited liability company Meijers Vitaal B.V., having its statutory address in Amsterdam, having its registered office in (1181 LD) Amstelveen at Van Heuven Goedhartlaan 935.
- f **Materials:** any materials provided by Meijers to execute the Agreement, including but not limited to the online absenteeism module called “VerzuimSignaal” and any models, methods, techniques, programmes and products.
- g **Proposal:** the unsigned document Availability Agreement, including the Sign-up Form, Annex 1, Annex 2 and these General Terms and Conditions, or the unsigned document “Implementation of the Own Risk Sickness Benefits Act “, including Order Confirmation, Additional Provisions, and these General Terms and Conditions.
- h **Client:** any legal person entering into an Agreement with Meijers or negotiating a Proposal.
- i **Agreement(s):** a Proposal signed by Client and received by Meijers (in a timely manner), which may be either an Availability Agreement, a Service Agreement and/or the Agreement of the Sickness Benefits Act-Own Risk.
- j **Parties:** Meijers and Client jointly.
- k **Service Agreement:** the agreement regarding the performance of specific operations as have been agreed upon the Proposal between Meijers and Client, and which is not the Availability Agreement.

2. Applicability

- a Only these General Terms and Conditions apply to the Agreement; any other general terms and conditions are expressly excluded.
- b Meijers reserves the right to change these General Terms and Conditions. Changes to the General Terms and Conditions which are minor in nature are accepted by the Client without any further action being taken. Significant changes to the General Terms and Conditions will be submitted to the Client for his written approval. The Client is free to reject such amended terms and conditions. Meijers may then terminate the Agreement without any notice period being required.
- c If and to the extent that a provision of these General Terms and Conditions is found to be inapplicable, or is otherwise nullified, this will have no bearing on the validity of the other provisions.

3. Proposal and realisation of Agreement

Offers, price lists, Proposals and/or other communications regarding Meijers’ rates are non-binding. Meijers is only bound by written confirmation or acceptance of an offer by Client. The offer is made by sending a Proposal. The acceptance is done by the Client returning the signed proposal.

4. Services

- a The services provided consist of the services described in the Agreement, including all changes, additions and/or extensions which have been agreed in writing between Meijers and Client after the Agreement has been realised. Meijers, or any persons engaged by Meijers, will do their utmost to perform the services agreed in the Agreement to the best of their abilities. Meijers cannot guarantee any outcomes for the services which it performs for the Client, including but not limited to avoiding the imposition of a wage penalty by the UWV (Employee Insurance Agency).
- b Meijers may make use of the services of persons engaged by Meijers to perform the Agreement, including MedicalAdvisers, Work Capacity Specialists, IT administrators and administrative staff.
- c The Medical Advisers will perform the work arising from the Agreements as they see fit.



- d The Medical Advisers who have been engaged by Meijers have been registered under the certificate of the NVAB (Netherlands Association for Labour and Company Medicine).
- e Meijers will endeavour to perform the Agreement as soon as possible once an Agreement has been realised.
- f Client will provide Meijers all information which Meijers needs to perform the Agreement, free of charge and in a timely manner.
- g Client is responsible for the completeness and correctness of the information provided. Should the performance of the Agreement be delayed or impossible because of incorrect or incomplete information provided by Client, this will be at Client's risk and expense,
- h Should it become apparent that Client has provided incomplete and/or incorrect information to Meijers, leading to additional work being necessary to properly perform the work pursuant to the Agreement, the costs for such additional work will be fully borne by Client.
- i Should it become apparent that Client has provided incomplete and/or incorrect information to Meijers, the agreed price rates included in the Proposal may be applied to reflect the actual situation.
- j Client will provide Meijers' employees, any persons engaged by Meijers, the Medical Advisers engaged by Meijers as well as any other third parties, with access to its organisation if Meijers believes this to be necessary for the performance of the Agreement.
- k Meijers will endeavour to perform any work within the agreed deadlines as much as possible. In case a deadline risks being exceeded, Parties will enter into discussions as soon as possible. These deadlines are not firm.

5. Duration

After the agreed term has ended, the Agreement will be tacitly extended for the same duration unless either Party has cancelled the Agreement, giving notice three (3) months before the end of the ongoing contract period by registered letter.

6. Changes to the Agreement

This Agreement can only be changed if Parties agree such changes in writing in a further agreement signed by both Parties, which will be attached to this Agreement as an annex.

7. Client obligations

- a In as far as it concerns occupational health and safety services, the client shall register all his employees with Meijers (number of employees). Should the number of employees change during the Agreement, the total annual amount will be adjusted proportionally and, if necessary, settled. Paid fees are not reimbursed.
- b Client commits to registering all of its new employees with Meijers within 48 hours after entering into an employment agreement with such employee. If this obligation is not met, Meijers may claim the rates applicable for these employees in full at a later date.
- c Client will take any measure that may reasonably be required of him to successfully fulfil the Agreement. This also includes everything necessary to make its employees cooperate with performance of the activities agreed in the Agreement. Client will not make any decisions and/or take any actions which complicate or render impossible performing activities set forth in the Agreement by Meijers and/or the Medical Adviser.
- d If Client fails to comply with the obligations mentioned above, Meijers may terminate the Agreement without losing its claim to payment of the invoices sent or being obligated to refund any compensation already paid. If Meijers suffers additional costs or any other damages by any action or inaction on the part of Client, such costs will be for Client's expense.
- e Client will not recruit either Meijers' staff, the persons engaged by Meijers and/or any other third parties engaged by it, such as the Medical Advisers.
- f By signing the Agreement, Client agrees to all advice issued by Meijers or persons engaged by Meijers, regardless of the form in which they are issued. If Client disagrees with an advice that has been issued, it will immediately notify Meijers of this in writing, in order that Parties may start discussions regarding this. It is then up to Meijers or any persons engaged by Meijers whether or not they will change their advice.

8. Cancellation

Cancellation on the part of Client of scheduled consults regarding individual employees must be done by informing Meijers of this in writing and at least two business days before the agreed time. If this term is exceeded, Meijers may charge Client the full amount for the consults.



9. Rates

- a All rates are exclusive of VAT. The Availability Agreement and the Service Agreement are based on a fixed amount per employee per year, with fees being charged under the Service Agreement in addition to the fixed amount per employee per year for engaging the Physician and the Work Capacity Specialist. Additional Operations have been set out in Annex 2 of the Agreement, "Additional Operations". Additional work in accordance with article 4 under h is not part of the Additional Operations and is determined in accordance with what has been provided for in article 9 (c).
- b All rates are exclusive of VAT. The Implementation Agreement of the Sickness Benefits Act includes a fixed amount per entity per year for the module Implementation of Benefits Administration and the module Occupational health and safety services Sickness Benefits Act. In addition, the client may opt for a fixed price per Ill out of office File or an invoice based on transactions.
- c Charges for additional work arising from a situation as provided for in article 4 (h), are not included in the rates listed in the Proposal or, as the case may be, the Agreement and are set at reasonable rates to be decided by Meijers and passed on to Client. Client is obligated to fully compensate the costs of additional work.
- d Meijers may increase the prices and rates per the start of a new calendar year in accordance with the price index determined by the Netherlands Central Statistics Bureau (CBS).
- e Client wishes to have Additional Operations performed related to an Availability Agreement, and such Additional Operations are not covered by the services provided under the Availability Agreement, he will make a written request to Meijers to this effect. The costs of these Additional Operations, as set out in Annex 2, are owed by Client in addition to the charges owed on the basis of the Availability Agreement.

10. Invoicing and payments

- a The rates per employee per year are invoiced annually in advance, in accordance with the rates set out in the Availability Agreement and/or the Service Agreements.
- b In the case of a Service Agreement, all Additional Operations are invoiced monthly in arrears, in accordance with the "rate card Additional Operations".
- c The rates per entity per year are invoiced annually in advance, in accordance with the rates as listed in the Implementation Agreement of the Sickness Benefits Act-Own Risk. In addition, also a new paragraph d: the rates per sick report and the Additional Operations are invoiced monthly after the service, in accordance with the "rate card Additional Operations" and the Implementation Agreement of the Sickness Benefits Act-Own Risk.
- d Unless otherwise agreed, Client must pay invoices to Meijers within 25 days after the date of invoice. Client may never offset and/or suspend payment.
- e Meijers may require additional securities prior to commencing work for Client.
- f If Client's invoicing details are unknown to Meijers, Client must submit these to Meijers within two business days after signing the Proposal.
- g If Client's creditworthiness, in Meijers' opinion, provides cause to do so, Meijers may require additional security from Client, or require (down-)payment prior to commencing the activities as set forth in the Agreement, in the absence of which Meijers may suspend the performance of the Agreement until the requested security has been posted or the (down-)payment has been made.
- h When exceeding the payment term, Client will be in default without notice having to be given. The obligations on the part of Meijers or the persons engaged by Meijers to provide any services will be suspended as of the date on which the payment term has expired, whereas Client will owe legal interest on the unpaid amount as of that date.
- i All costs, both legal and extralegal, made by Meijers or persons engaged by Meijers for Client's failure to comply with any of Client's obligations, will be borne by Client.
- j Client is familiar with the regulations regarding privacy with which Meijers and/or persons engaged by Meijers must comply, which may make it impossible for invoices issued by Meijers to be specified to the level of individuals or individual cases. The absence of such specifications are never grounds for non-payment of an invoice or the suspension of payment of the same.

11. Confidentiality and personal data

- a In light of the fact that the Medical Advisers perform the services pursuant to the Agreement, they will gain access to (specific) (personal) data of Client's employees. This is necessary to perform the Agreement. This (personal) data is, in principle, not accessible to Meijers or third parties engaged by Meijers, unless this is permitted on the basis of the Dutch Personal Data Protection Act ("Wet bescherming persoonsgegevens") and/or other (inter-)national statutory laws and regulations, because this is necessary to perform the Agreement.



- b Meijers or the persons engaged by Meijers will guarantee that they will treat any information regarding the operation of Client's business, the working conditions at Client and any information it gains access to while performing the services confidentially and will not give this information to any third parties, except to the extent that Meijers or the persons engaged by Meijers are obligated to do so on the basis of statutory law or to perform its work under the Agreement.
- c Meijers will impose the same confidentiality obligation on its employees and any third parties engaged for the performance of services.
- d Meijers may publish in scientific journals regarding activities performed for Client, as well as give scientific lectures on the same. Meijers or the persons engaged by Meijers do hereby guarantee the privacy of Client and its staff by publishing any case studies in an anonymised format.
- e In view of the fact that Meijers is a processor in the meaning of the Personal data protection act, Meijers will treat Client's data and its employees' data correctly, accurately, sufficiently and serving the purpose for which they were provided and will not use them in any other way than which has been set out. A processing agreement will be drawn up for this, which will be an integral part of the Agreement.

12. Meijers Materials

The materials provided to Client by Meijers and/or persons engaged by Meijers, including programs such as the online absenteeism module named "VerzuimSignaal", will remain the property of the rights holder and may not be kept or duplicated by Client without their written permission. Intellectual property rights in developed advice, models, methods, techniques, programs and products will remain, except in the case of explicit transfer, vested in Meijers.

13. Suspension, Termination and Rescission

- a If either Party:
 - I fails to meet its obligations pursuant to the Agreement, after written notice of default, to the extent that such is needed;
 - II terminates or liquidates its business either entirely or for a significant part;
 - III loses its legal personality, is dissolved or is factually liquidated;
 - IV requests or is granted (temporary) suspension of payment;
 - V is declared bankrupt;
 - VI loses the direct control and/or the effective control.

such party will be in default by the mere occurrence of any of the circumstances listed above, and the other party may rescind this agreement in whole or in part, effective immediately and without intercession of the courts.

The party entitled to rescind the agreement is entitled to compensation of any damages suffered by it.

- b Parties commit to immediately inform the other party if one or more of the situations set out in article 13 (a) have occurred or when occurrence is likely to be imminent,
- c Changes to the Parties' legal forms are no grounds for interim termination of the Agreement.

14. Termination of the Agreement

- a Upon cancellation or rescission of the Agreement between Meijers and Client, all Materials provided by Meijers to Client must be returned to Meijers or deactivated.
- b In the event of cancellation or rescission, Parties will enter into discussions regarding the finalisation of ongoing cases.
- c The costs associated with the transfer of files and registrations by Meijers or persons engaged by Meijers to Client due to cancellation or rescission of the Agreement will be at Client's expense under all circumstances.
- d When cancelling or rescinding the Agreement, no refund is given unless agreed otherwise.

15. Liability

- a Meijers and/or persons engaged by Meijers are never liable for any damages suffered by Client due to the performance of this Agreement, unless such damage directly and exclusively results from gross negligence and/or intent on the part of Meijers and/or the third parties it has engaged. Should such be the case, Meijers' liability will always be limited to the lowest of the following options:

- I the damage compensation for which Meijers is insured, or
- II limited to the amount of the compensation for the contract regarding which the liability was incurred.

Client is and will at all times remain responsible for its own obligations as an employer under the law.

Meijers and/or persons engaged by Meijers will counsel the employer in its decisions regarding such obligations and



will actively support him in this, but can never be held liable for the consequences of certain decisions made by the employer. All of the advice given by Meijers and/or persons engaged by Meijers is given to the best of their abilities. Meijers and/or persons engaged by Meijers will not be held liable if their efforts do not lead to the intended results (including, but not limited to, internal or external re-integration or resumption of duties).

- b Meijers and/or persons engaged by Meijers will not be held liable for consequential damages of any nature whatsoever, including but not limited to damages caused by delays due to the failure or inability of an employee to work for a (certain) period of time.

16. Force Majeure

Force Majeure includes, without being limited to, the failures of doctors or any other third parties engaged, as well as internet outages, power outages and strikes.

17. Privacy and “Wet verbetering poortwachter” (Eligibility for Permanent Invalidation Benefit (Restrictions) Act)

- a Client is aware that the role and position of Meijers and/or persons engaged by Meijers are subject to legislation concerning both the employment relationship between employer or Client and employee, and the employee’s privacy, causing Meijers and/or persons engaged by Meijers to be limited in their options to perform the Agreement in full. This may restrict Meijers and/or persons engaged by Meijers from providing 100% insight and clarity into consultations with the Medical Adviser, in particular which employee this concerns. Such restrictions of the performance of the Agreement can never lead to the disputing of, suspending of or otherwise failing to pay invoices.
- b Should prior agreement with Client not reasonably be possible, Meijers and/or persons engaged by Meijers may contact the employee directly on the basis of the “Wet verbetering poortwachter” (Eligibility for Permanent Invalidation Benefit (Restrictions) Act). The costs of such activities will be borne by Client regardless.
- c Client hereby authorises Meijers or the persons engaged by Meijers to exclusively exchange data on absenteeism, such as notifications of sickness or (partial) convalescence with Client’s Absence and/or Sickness Benefits own risk and/ or WGA/own risk and/or WIA (Work and Income according to Labour Capacity Act) and/or pension provider/insurer. Client also authorises Meijers or the persons engaged by Meijers, by signing the Proposal, to have access to the claim and damage compensation procedure (which the initial notification of claim gives rise to) by the claims handler and Client authorises Meijers or the persons engaged by Meijers to prepare statistics on absenteeism which are necessary to calculate premiums and damages. These statistics on absenteeism may be provided by Meijers in an anonymised format (meaning: in such a format that they cannot be traced back to any individual) to its affiliated businesses, for research purposes. The statistics on absenteeism therefore do not contain any personal data which can be traced back to any individual.

18. Indemnification

Client will indemnify Meijers against any and all claims by third parties arising from the Agreement of law, other than those which are the result of gross negligence or intent on the part of Meijers and the third party or parties engaged by it.

19. Software

- a VerzuimSignaal is a software program which is provided to Client if such has been agreed. Meijers or the persons engaged by Meijers cannot guarantee that this software will work (flawlessly) and accepts no liability for damages suffered by Client as a result of the (improper) operation of the software which has been provided to Client, installed on Client’s systems or recommended to Client.
- b Bugs must be reported to Meijers immediately. Meijers will then make an effort to have the bug resolved.

20. Other provisions

Meijers has a procedure for handling complaints if Client has a complaint (or an impending complaint), he may request this procedure from Meijers. Meijers will, at all times, do its utmost to resolve complaints as soon as possible.

21. Applicable law and dispute resolutions

- a These General Terms and Conditions and the Proposals, Agreements etc. connected with it, are governed solely by Dutch law.
- b Any disputes arising from an Agreement, Proposal or these General Terms and Conditions will be brought before the competent courts of Amsterdam to decide.