

General Terms and Conditions

Clause 1, Definitions

Halo:

Arbo Unie B.V., trading under the name Halo, established in Utrecht, as well as its affiliated companies and other legal entities

Services:

all services performed by Halo on the instructions of a client for the client or a third party designated by the latter.

Client:

Halo's contracting party.

Agreement:

the agreement between Halo and the client on the performance of services as laid down in a document agreed by both parties and the documents that may be declared applicable, such as, for example, the offer.

Parties:

Halo and the client.

Clause 2, Applicability

These general terms and conditions apply to the complete Halo programme, which is part of Halo.

These general terms and conditions are applicable to all offers and agreements under which Halo supplies services and/or performs work for a client. Deviations from these general terms and conditions shall be valid only after written confirmation by Halo. In the event of derogation from one or more provisions of these general terms and conditions, the other provisions shall continue to apply in full.

These general terms and conditions shall also apply on behalf of the third parties engaged by Halo in the performance of the agreement. Those third parties may directly rely on these general terms and conditions in their relationship with the client.

Clause 3, Formation of the agreement

Offers made by Halo shall be valid for three months unless the offer explicitly includes a different acceptance period. An agreement shall be concluded only after a legally valid signature by both parties of an agreement or an order confirmation.

Clause 4, Rights and obligations of Halo

1. Halo shall perform its activities – with due observance of the requirements set and to be set by the law – in accordance with high standards and in accordance with the generally accepted state of scientific and technological knowledge. Halo shall make



every effort to realise the quality standards and performance indicators agreed in an agreement.

2. Halo shall perform its work from one or more Halo establishments. Full or partial service provision may take place at the client's location, if and in so far as this has been agreed in writing. If services are provided at the client's location, the client shall provide the employees of Halo with a suitable working space (a consulting room or an examination room including the necessary facilities and internet and telephone connection) free of charge, and with work conditions that meet the requirements of Section 658 of Book 7 of the Dutch Civil Code (BW). Furthermore, the client shall indemnify Halo against all claims based on or related to non-compliance with this duty of care.

3. If Halo considers such necessary or desirable, it shall be entitled to make use of third parties for the fulfilment of its obligations laid down in an agreement. Outsourcing shall take place only provided Halo's quality standards are maintained and without prejudice to Halo's liability for the fulfilment of its obligations under the agreement.

4. Halo may perform additional activities, including, but not limited to, obtaining medical information or engaging experts, or have them performed under the original terms of the agreement, subject to the following conditions:

- a) in Halo's opinion, those activities are required for the performance of the agreement;
- b) the need for those activities became apparent after the agreement was formed.

Moreover, Halo shall inform the client without delay of the nature and remuneration of the work.

Clause 5, Changes in legislation

If changes in legislation and/or regulations otherwise imposed by the government will result in an adjustment of the services provided, the parties shall amend the agreement accordingly in joint consultation (if necessary with retroactive effect to the date on which the changes take effect). In such situations, Halo shall be entitled to charge the client for any additional costs resulting directly or indirectly from the imposed changes.

Clause 6, Obligations of the client

1. The client shall ensure that all information required to perform the agreed services is provided to Halo in the agreed manner and shall also follow all reasonable instructions given by Halo.

2. The parties shall hold discussions if that information is not provided in time, or if the instructions are not followed, or the necessary cooperation of the client or its employees is not provided. Once it has become apparent that this has not produced a result, Halo shall have the right to suspend the execution of an agreement and/or to charge extra costs arising from the delay in accordance with the usual rates.

Clause 7, Term

Unless explicitly stipulated otherwise in the agreement, all delivery and other terms specified by Halo have been estimated to the best of Halo's knowledge on the basis of the information that was known to Halo when the agreement was entered into or when the offer was drawn up. If Halo imputably fails in the fulfilment of the agreement, Halo shall be in default only if it is given notice of default in writing, and a reasonable term has been set to remedy the failure and Halo fails to remedy the failure within that term. Halo shall not be bound by delivery or other terms that can no longer be met owing to circumstances beyond its control that have arisen after the agreement was entered into. If there is a risk of any term being exceeded, Halo and the client shall enter into discussions with each other as soon as possible.

Clause 8, Rates and payment

1. If the number of employees of the client is relevant to the determination of the fee payable by the client to Halo, the client shall provide Halo with a recent summary wage sheet before the start of the agreement, whereby part-time employees shall be deemed to be full-time employees for the determination of the number of employees of the client. Thereafter, the client shall periodically provide Halo with a similar sheet at Halo's request. Halo shall be entitled to verify the client's sheet.

2. Halo shall charge the client for the work to be performed in accordance with the list of rates to be determined by Halo, which list shall have 1 January as the effective date for each calendar year, unless a different price agreement has been expressly stipulated in the agreement. Halo reserves the right to change the list of rates annually on the basis of the CBS index entitled 'Hourly CLA wages including special payments', with the period between July of the previous calendar year and July of the current year as the reference period, with the proviso that the rates will be increased annually by at least the wage cost increase arising from the CLA applicable to Halo.

3. The list of rates shall in each case be communicated to the client in writing and in advance. Only if the rates increase by more than 10% compared with the most recently applicable rates shall the client be entitled to terminate the agreement by registered letter subject to at least one month's notice to the end of the current contract year, or to the end of the next month if the notice of a rate increase is not received until the last month of the current contract year.

4. If, owing to circumstances attributable to the client, planned work cannot be performed by Halo, the client shall be liable to pay Halo the agreed payment and related costs. However, the agreed fee shall not be due in the event of the written and one-off cancellation of:

- a) courses and training sessions up to two months before commencement (the client shall also have the right of substitution within its organisation);
- b) projects up to two months before commencement;
- c) individual client-oriented assignments without default up to seven days before commencement;

d) individual client-oriented assignments with default and inspections up to 48 hours before commencement.

5. The following shall apply if a budget agreement or project agreement has been entered into between Halo and the client. Halo shall keep 80% of the capacity required for the service provision available at all times within the budget agreed with the client. If it is established that the client has purchased fewer services in a year than provided for in the budget or project agreement, the client shall be entitled to reimbursement of the difference established between the actual amount of services purchased and the agreed amount of services, capped at 20% of the agreed budget. The right to demand reimbursement shall lapse one calendar month after the end of the contract year concerned or after the final invoice for the project concerned has been sent.

6. The following shall apply if a project agreement has been entered into between Halo and the client. The agreed services shall be invoiced to the client at a fixed price. In the case of assignments of up to €2,000 (excluding VAT), the client shall be liable to pay the entire amount in advance. In the case of orders upwards of €2,000, the client shall be liable to pay 50% of the fixed price in advance and 50% after completion of the project.

7. If the services are provided at the client's location, the client shall reimburse the travel time calculated from the nearest Halo establishment at the agreed rates.

8. If medical records need to be transferred to a third party, with due observance of clause 12, upon termination of an agreement, Halo shall be entitled to charge the client for the reasonable costs involved. In the event of a transfer of the medical records, all liability of Halo in this respect, which arises from acts and/or omissions after the relevant transfer of the medical files, shall lapse.

9. Rates and costs offered and agreed upon by Halo shall always be in EUR and exclusive of turnover tax (VAT) and other levies imposed by the government specifically for the activities connected to the service provision.

10. Unless a different billing schedule is included in the agreement, billing shall take place (annually) in advance. Payments by the client must be made within fourteen days of the invoice date, unless another payment term is expressly stipulated in the agreement. This term shall be regarded as a strict deadline. From the moment the client is in default, it shall be liable to pay Halo default interest in the amount of the statutory commercial interest on the amount due, as well as compensation for extrajudicial collection costs. Moreover, Halo shall then be entitled to suspend its obligations arising from the agreement.

11. If the client disputes the correctness of a part of an invoice, it shall nevertheless be obliged to pay the non-disputed part. If and in so far as the disputed part turns out still to be due and payable, the original invoice date shall apply.

Clause 9, Liability

1. Halo shall be liable for loss or damage resulting from intent or gross negligence on its part.

2. In all other cases, Halo shall be liable only for:

- a. damage resulting from death or physical injury of employees of the client, as a direct consequence of professional errors (including mistakes, neglect and other negligent conduct), capped at €2,000,000 (in words two million Euros) per year and per event;
- b. any direct loss or damage that the client may suffer as a result of an unlawful act committed against the client or as a result of the attributable non-fulfilment, late fulfilment or incomplete fulfilment of any obligation under the agreement. Halo's liability shall be limited to a maximum of the fee or fees (excl. VAT) invoiced for the agreement concerned (in the case of continuing performance agreements, equal to the total of the fees invoiced over the preceding 12 months prior to the claim for liability) per year and capped at €50,000 (in words fifty thousand euros) per event. Arbo Unie [sic] shall not be liable for indirect damage such as consequential damage, loss of income or profit, lost savings and loss or damage resulting from business interruption;

A series of connected incidents shall be regarded as a single event.

3. Each claim of the client towards Halo shall lapse if the client has not submitted the liability claim in writing, stating reasons, to Halo within 12 calendar months after it discovered or reasonably could have discovered the facts on which the liability is based. Halo's liability owing to an attributable breach shall arise only if the client has given Halo notice of default, a reasonable period has been set in which to remedy the breach and Halo has failed to remedy the breach within that term.

Clause 10, Non-attributable breach

1. In case of force majeure on the part of Halo, the obligations under the agreement to which the force majeure event pertains shall be suspended for as long as the force majeure situation continues. Force majeure means any circumstance beyond Halo's control that makes performance of the agreement permanently or temporarily impossible and which cannot reasonably be attributed to Halo.

2. If the force majeure situation has lasted three months, or as soon as it is established that the force majeure situation will last longer than three months, each of the parties shall be entitled to terminate the agreement early without observing any notice period. In that case, the client shall be liable to pay such a portion of the agreed fee as corresponds to the amount of work carried out.

Clause 11, Intellectual property

In so far as any handbook, user's guide, protocol, process or any other document drawn up by Halo is covered by an intellectual property right, that right shall be vested in Halo. If, during the term of an agreement, the parties make any changes in any handbook, user's guide, protocol or any other document drawn up by Halo, or draw up a new handbook, user's guide, protocol or any other new document, the intellectual property right to those documents shall likewise be vested in Halo. Where necessary, the client shall cooperate with the transfer of any intellectual property rights to material developed for the purposes of an agreement that become vested in it, without demanding any compensation therefor.

Clause 12, Privacy, confidentiality and secrecy

1. The parties are obliged to cooperate reasonably with each other in order to enable the other party to meet its obligations under the applicable privacy legislation. The latest version of the General Data Protection Regulation applies to the services provided by Halo, which Regulation shall be provided free of charge should the client so demand.
2. The parties shall treat all information, know-how, patient data and other data or specifications related to the performance of the present agreement and/or the other party's business and shall not disclose such to third parties, unless the party from which the information originates has given written consent to such disclosure. The same shall apply with regard to the content of the agreement.
3. This duty of confidentiality shall not apply to information that has become publicly known without any breach of a confidentiality stipulation, or if the information was already known to the recipient of the information at the time of receipt of the information under the agreement, or if that information was provided by a third party, without that third party having thereby breached a confidentiality stipulation. In addition, the duty of confidentiality shall not apply to the extent disclosure is required by the law, or a binding decision of a court, another public body or a professional duty. Where possible, however, the disclosing party shall discuss the form and content of the disclosure with the other party before disclosing the information.
4. The parties shall also impose the duty of confidentiality on their employees and all other third parties that may work for them.
5. The duty of confidentiality referred to in this clause shall remain in force for a period of three years after the expiry or termination of the agreement.

Clause 13, Non-recruitment of staff

1. The client shall not be permitted to engage employees of Halo or third parties engaged by Halo who are or were involved in carrying out work, either directly or indirectly, or to employ such people or negotiate with them in this regard without Halo's consent during the agreement and for a period of one year after its termination.
2. For each breach of clause 13(1), the client shall be liable to pay Halo an immediately payable penalty of one gross annual salary, paid by Halo immediately prior to the breach, for each staff member concerned.

Clause 14, Term and termination of the agreement

1. Agreements shall be entered into for the term described in the agreement and shall in any case be deemed to have been terminated as soon as Halo has completed its services. In the case of open-ended agreements, the parties shall at all times be entitled to terminate the agreement at the end of any contractual year by registered letter, subject to six months' notice, unless otherwise agreed in writing.
2. An agreement may be terminated with immediate effect by either party without recourse to the courts by registered letter, where:

- a. the other party goes into voluntary or compulsory liquidation, applies for a suspension of payment or files for bankruptcy, becomes bankrupt or finds itself in a reasonably comparable situation, including situations where it loses control over a substantial part of its assets or ceases its business operations;
 - b. the other party fails imputably in the fulfilment of any obligation under the agreement and fails to fulfil that obligation within a reasonable period granted;
 - c. the reputation of the other party is so discredited that the other party cannot be required to continue the relationship.
3. The transfer of an undertaking or a merger by either of the parties is not a reason for early termination of the agreement.

Clause 15, Final provisions

1. Except with Halo's written consent, the client shall not be permitted to transfer rights and obligations arising under an agreement to a third party, which consent Halo shall not reasonably withhold.
2. The present terms and conditions and the provisions of the agreement shall replace all earlier agreements between the parties. The provisions in an agreement may be derogated from in writing only.
3. If any provision of these general terms and conditions or an agreement is null and void or is voided, the other provisions of these general terms and conditions or an agreement shall remain fully in effect and Halo shall formulate new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision shall be taken into account as far as possible.
4. The Dutch text of these general terms and conditions shall prevail over any translations, sworn or otherwise, thereof.

Clause 16, Applicable law and competent court

1. Any legal relationship between Halo and the client shall be governed exclusively by Dutch law.