



GENERAL TERMS AND CONDITIONS

These “**General Terms and Conditions**” together with the purchase order or proposal as agreed by the Client (“**Purchase Order**”) shall constitute the entire agreement (“**Agreement**”) between the Client and Corporate Travel Clinic BV (“**CTC**”). CTC can update these General Terms periodically and will inform Client of an update in a timely manner.

1. Services and Term

CTC shall perform the professional medical services (“**Services**”) for the term or duration as set out in the Purchase Order.

2. Termination

- 2.1. Each party is entitled to terminate this Agreement before the end of the term if the other party has not (fully) complied with the obligations of this Agreement, after having been given written notice of default that included a reasonable period for remediation, such without prejudice to the right of the terminating party to claim compensation from the other party.
- 2.2. The provisions of articles [4](#), [6](#), [9](#) and [15](#), as well as other provisions necessary to interpret the respective rights and obligations of the parties, shall survive the termination or expiry of this Agreement. In addition and subject to Article 3, the Client shall remain obligated to pay CTC for Services performed or scheduled prior to the date of termination or suspension of the Agreement.

3. Compensation

- 3.1. The Client shall pay CTC the prices, fees and charges as set out in the tariff schedule of the Purchase Order (“**Fees**”). Unless specifically stated otherwise in the Purchase Order, all Fees and other financial commitments by the Client shall be paid without any deductions or withholdings of whatever nature.
- 3.2. Any changes to specifications or requirements as reflected in the Purchase Order can be subject to additional or adjusted Fees as communicated by CTC, for instance ‘no show’ costs incurred by CTC:
 - a. CTC can charge the Client ‘no show’ costs in case of cancellation without notice of a scheduled appointment, or;
 - b. CTC can charge the Client a ‘rescheduling within 24 hours’ Fee if a scheduled appointment is cancelled or rescheduled within 24 hours.
- 3.3. Regardless of any agreed adjustment or change to a Purchase Order, CTC is entitled to charge the Customer for higher procurements costs incurred for delivery of the Services as adjusted Fees.
- 3.4. CTC can request the Client for an advance payment before commencing Services of:
 - a. 25%, if the Fees agreed in the Purchase Order are estimated at an amount between € 50,000 and € 100,000, and

- b. 50%, if these Purchase Order Fees exceed an amount of € 100,000.

- 3.5. Next to the Fees, the Client shall pay or reimburse CTC for all reasonable travel, living, and/or miscellaneous expenses incurred by CTC or its personnel in performing the Services, and for the reasonable cost of all materials and third-party services (to be) utilised by CTC in connection with the performance of the Services (“**Expenses**”).
- 3.6. The Client agrees to remit payment to CTC within the payment term listed on any invoice of CTC.
- 3.7. Without prejudice to any other rights, CTC reserves the right to suspend or (partially) terminate the Services or Agreement, including any agreed deliverables, if any such invoice remains unpaid for a period of thirty (30) days following the due date of the invoice. Amounts not paid by the Client when due under the Agreement shall bear interest until paid at a rate of 1.5% per month or the maximum rate permitted by law. Collection costs incurred by CTC will be for the account of the Client in cases of late invoice payment.

4. Taxes

Unless otherwise stated in the Purchase Order, all Fees and Expenses are net of any applicable withholding taxes, customs, levies, excise taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), deductions or other similar charges imposed by any jurisdiction or government on CTC or on the Services.

5. Personnel

- 5.1. Unless otherwise stated in the Purchase Order, all personnel engaged by CTC to provide the Services (also, on behalf of CTC) shall at all times be subject to the supervision and control of CTC and CTC may change any personnel supplied to the Client at its discretion.
- 5.2. For the performance of the Services CTC is allowed to engage personnel of expert partners. CTC will properly inform the Client of any partners that will be engaged for the provision of the Services

6. Confidentiality

The Parties will observe confidentiality with regard to the other party’s confidential business information that they may become aware during the Agreement. After termination of this Agreement this obligation shall survive for a period of five (5) years from termination.

7. Intellectual property

All trademarks, trade names, client lists, copyrighted material and any intellectual property rights vested in any material, including report formats, client lists, brochures, tools, software and data of a party, shall remain the exclusive property of that party and shall not be used without the prior written consent of that party.

8. Independent contractor

The Parties carry out their business activities as separate and independent entities. They cannot enter into commitments, issue guarantees or enter into (financial) obligations or responsibilities on behalf or for the benefit of the other party, unless otherwise stated in the Purchase Order.

9. Indemnification & Limitation of Liability

- 9.1 Each party shall indemnify, defend and hold the other party, its respective directors, officers and employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable attorney's fees and expenses, in respect of any death or bodily injury, fraud or fraudulent misrepresentation, or loss of or damage to property, which is caused by any failure on the part of that party to comply with its obligations under the Agreement and/or any gross negligence or willful default of that party, including its directors, officers and employees. The liability of a party under this Article 9.1 shall be limited to the extent that the other party is contributorily liable for such death or bodily injury, or loss or damage.
- 9.2 The total aggregate liability of CTC arising out of or in connection with the (subject matter of) this Agreement and whether or not it pertains to an attributable breach, an unlawful act, or any other legal ground, shall in no event exceed the amount paid out in the matter concerned under the liability insurance coverage of CTC, plus the amount of the excess ("*eigen risico*") applicable to this insurance coverage. In case of failure to pay on the part of the insurer, any liability is limited to the amount equal to the fees actually paid by the Client under this Agreement.
- 9.3 CTC is not liable for any loss or damage of whatever nature caused by reliance on incorrect or incomplete information provided by the Client.
- 9.4 CTC is not liable for indirect damage suffered by the Client, including consequential damages, lost profits, lost savings and damage due to business stagnation.

10. Force Majeure

- 10.1 CTC shall not be liable for failure to provide Services and/or delays caused by pandemics, acts of God, strikes, wars, insurgencies or conditions beyond its control ("**Force Majeure**"), including but not limited to, flight conditions or situations where the rendering of Services is prohibited or delayed or hampered by local laws, regulators or regulatory agencies or by pandemics declared by public health authorities such as the Dutch [RIVM](#) or the [WHO](#). CTC shall notify the Client of any circumstance likely to cause such failure or delay as soon as reasonably practicable. The Client's obligation to pay

for any amounts that are due to CTC shall not be affected by a Force Majeure event.

- 10.2 Where the Force Majeure event lasts for a period of more than sixty (60) days after the occurrence commences, each party will have the right to terminate the Agreement by giving written notice to the other party, such notice to have immediate effect.

11. Agreement to Prevail

- 11.1 These General Terms shall govern any Client purchase orders or any other similar work orders issued in connection with this Agreement and in the event of any inconsistency or ambiguity between these General Terms and the provisions of such purchase orders or similar work order, these General Terms shall prevail.
- 11.2 General terms and conditions of the Client are explicitly rejected by CTC for (the subject matters of) this Agreement or the Purchase Order.

12. Validity of the agreement

If one or more provisions of these General Terms appear to be invalid then the remaining part of this Agreement shall remain in full force and effect. The parties shall enter into discussions about the provisions that are invalid in order to agree on an alternative provision that is indeed valid and that best meets the scope of the provision to be replaced.

13. Changes

Without prejudice to CTC's right to amend these General Terms, any change of or addition to the Agreement shall only be binding on the parties if established in writing and signed.

14. Entire Agreement

The Agreement constitutes the entire contractually agreed arrangement between the parties in relation to the provision of the Services, it supersedes all previous communications, negotiations, understandings and agreements, whether oral or written, between the parties with respect thereto.

15. Applicable law and disputes

- 15.1 This agreement is governed by Dutch law.
- 15.2 Any and all disputes, controversies and conflicts which arise from or in relation to (the subject matter of) this Agreement or provision of the Services shall, to the extent possible, be settled amicably by the parties. Failure to make an amicable settlement of any dispute shall be settled by bringing the dispute before the competent court in Rotterdam.

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