

General terms and conditions Empower Psychotherapie B.V. Version 1.3

Article 1. Definitions and Terms

Empower: the company Empower Psychotherapie B.V. established at Herman Colleniusstraat 22, 9718 KT and registered in the Commercial Register under number 66184525, or the employees and/or freelancers employed by the company

Agreement: an agreement between Empower and a Client in the context of psychological treatment

Client: every party or natural person who enters into an agreement with Empower, whether or not through an intermediary

Website: Empower's website www.empower-pt.nl

Conditions: these general terms and conditions by Empower

Article 2. General

1. These Conditions apply to every Agreement between Empower and a Client to which Empower has declared these Conditions applicable. Entering into an Agreement with Empower means that the Client unconditionally accepts the applicability of these Conditions.

2. The Conditions also apply to the Agreements with Empower the execution of which requires the involvement of third parties.

3. If one or more provisions in these Conditions are completely or partially null and void at any time or if they are terminated, then the remaining provisions in these Conditions remain fully applicable. Empower and the Client will subsequently deliberate and agree on new provisions to replace the null and void or terminated provisions in which the purpose and intention of the original provisions is maintained as much as possible.

4. Any deviations to these Conditions only apply if explicitly agreed upon in writing and only apply with respect to the specific Agreement to which the deviations relate.

5. Any general purchase conditions or other general conditions of the Client do not apply unless these have been explicitly accepted by Empower.

6. In case these Conditions and the Agreement contain mutually exclusive provisions, the provisions included in the Agreement take preference.

Article 3. The Agreement

1. The Client can receive treatment at Empower if he/she is 18 years old or older. If the Client is younger than 18 years old, then written permission from the legal representative is required.

2. An assignment is formed by means of written acceptance of the Agreement and the Conditions.

3. An assignment can also form by means of an oral appointment, such as scheduling a consultation.

4. Upon registration, Empower will assess whether it concerns care that is eligible for compensation by the healthcare insurer within the General Basic Mental Healthcare (Generalistische Basis GGZ) or Specialist Mental Healthcare (Specialistische GGZ). If this is not the case then this will be explicitly communicated to the Client.

5. Empower reserves the right to refuse treatment if it turns out that receiving treatment at Empower is irresponsible. Empower is not liable for compensation of costs or damage as a result of not being able or not being allowed to receive treatment.

Article 4. Execution of the Agreement

1. Empower is obliged to perform their assigned activities as a good and caring contractor (or have it performed) to their best insight and in accordance with the requirements of good craftsmanship. All of Empower's services are performed on the basis of an obligation of means.

2. Empower will perform the activities at their own location or at a mutually agreed upon location.

3. In case of short-term sickness of the employee or freelancer appointed by Empower then there will be no replacement. In case of a long-term sickness absence a fitting solution will be looked for in mutual deliberation.

4. If and in so far required by proper execution of the Agreement, Empower has the right to have auxiliaries and third parties perform specific activities. Empower will take the necessary care into account when employing third parties.

5. All assignments will exclusively be accepted and executed by Empower regardless of whether the Client explicitly or tacitly granted the assignment taking into account that it would be executed by a specific person or persons.

Article 5. Obligations of the Client

1. The Client ensures that all data which Empower indicates that they are required or for which the Client should reasonably understand that they are required for the execution of the Agreement is provided to Empower in time and is truthful.

2. The Client is obliged to inform Empower of any absence related to holidays or other circumstances during treatment from Empower.

3. If the data required for the execution of the Agreement is not provided to Empower in time, then Empower has the right to suspend the execution of the Agreement and/or charge the Client for additional costs resulting from the suspension according to the usual rates.

4. The Client is obliged to provide all the cooperation required for the correct and timely execution of the Agreement.

5. If the progress in the execution of the Agreement is delayed due to absence of the Client or force majeure on the Client's part, Empower can charge the full agreed upon sum notwithstanding their right to claim further costs, damages and interest.

Article 6. Cancelling Appointments

1. Appointments must be cancelled no later than 24 hours before the time of the treatment.

2. If the appointment is not cancelled or if it is cancelled within 24 hours, then Empower is authorized to charge the reserved time to the Client within reason and fairness.

Article 7. Rates

1. Empower charges rates as indicated in the Agreement and/or the Website.

2. If there is no reimbursed healthcare, then the Client will receive invoices according to the Dutch Healthcare rules.

3. Empower has not entered into contracts with healthcare insurers. The responsibility of finding out whether or not and which reimbursements and conditions apply for the Client's healthcare insurer lies fully with the Client. Moreover, the Client is responsible for paying Empower's invoices at all times.

Article 8. Payment

1. A payment term of fourteen (14) days applies to all invoices; otherwise the term mentioned on the invoice applies.
2. The Client agrees to digital invoicing by Empower.
3. It is possible that Empower requests that payment is done through direct debit collection. The Client must authorize Empower to do so. If the Client cannot meet this request, Empower is authorized to charge additional costs or to suspend or terminate its activities.
4. If direct debit collection has been agreed upon, the Client must ensure a sufficient, positive balance on the bank account in question. If the direct debit collection is not successful, then the Client will be informed and the Client must pay the owed sum within five working days to Empower via a wire transfer.
5. If the Client continues to fail the timely and/or full payment of an invoice, then the Client is legally in default. The Client subsequently owes interest of 1% per month or part of a month unless the statutory interest is higher, in which case the statutory interest is owed.
6. The Client is in no case authorized to a deduction of the sum owed to Empower. Objections regarding the sum of an invoice do not suspend the payment obligation. The Client who is not permitted any statutory power to suspend is also not authorized to suspend payment of an invoice for any other reason.
7. In the case the Client is in default of payment of an owed sum based on the Agreement, Empower will send the Client a demand in which a final payment term of fourteen (14) days is given. This demand will also state the sum of the extrajudicial collection fees which will be irrevocably owed by the Client if payment does not take place within this term. The extrajudicial costs are calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree as mentioned in paragraph 4 of article 6:96 of the Dutch Civil Code.

Article 9. End of the Agreement and Suspension

1. Both the Client and Empower have the option of terminating an Agreement if it turns out that the intended treatment goal will not or cannot be achieved or if it is medically irresponsible for the Client to continue the treatment.
2. Empower also reserves the right to terminate the Agreement with the Client if there has been no contact with the Client for a specific period during the treatment or if the Client does not sufficiently cooperate with the treatment.
3. Empower reserves the right to (unilaterally) terminate the Agreement (or have it terminated) if conditions occur that make compliance with the Agreement impossible or that make that compliance can no longer be asked of Empower in terms of reasonableness and fairness. This right is also reserved if circumstances occur in any other way that are of such a nature that unaltered maintenance of the Agreement cannot be reasonably expected of Empower. This also includes any form of oral and/or physical harassment and/or discrimination in which the personal integrity of Empower's employee is compromised. This includes, among other things:
 - discrimination with respect to a person's race or ethnic background, disability, gender, age and sexual preference;
 - sexual harassment;
 - verbal aggression;
 - physical aggression;
 - psychological aggression;
 - crime and drug trafficking in the Client's environment.

4. Empower is authorized to suspend compliance with the obligations or to terminate the Agreement if:
 - the Client does not comply with the obligations from the Agreement, does not do so fully, or does not do so in time;
 - after entering into the Agreement, Empower has taken note of circumstances that gives Empower good cause to fear that the Client will not comply with the obligations;
5. If the Agreement is terminated, then Empower's claims on the Client are claimable immediately.

Article 10. Liability

1. Empower is only liable for damage that is the result of a severely attributable shortcoming of Empower. If an error is made because the Client provided incorrect or incomplete data, then Empower is not liable for any resulting damage.
2. Empower's liability with respect to attributable shortcoming first occurs if the Client has given Empower a notice of default in which a reasonable term to correct the shortcoming is given and for which Empower fails to correct the shortcoming within this term.
3. If Empower is liable, then this is limited at all times to the fee Empower received for its activities in the context of the Agreement up to that part of the assignment to which the liability applies.
4. For assignments with a longer completion time than six (6) months, the liability is furthermore limited to the amount billed over the past six (6) months up to that part of the assignment to which the liability applies.
5. Empower's liability in this article is also limited to the sum that is paid out by the professional liability insurance for the case in question increased by the sum of the excess.
6. The limitations above do not apply if it concerns damage that is the result of malicious intent or gross negligence on the part of Empower's management.
7. Empower is only liable for direct capital damage. Empower is never liable for direct, indirect and/or consequential damage (including, but not limited to loss of profits, costs due to business interruption, loss of contacts, among other things resulting from any delay, loss of data, exceeding of a delivery term and/or identified defects) other than for direct capital damage suffered by the Client.
8. The Client indemnifies Empower against all claims third parties asserted and executed against Empower for compensation of suffered damage, incurred costs, loss of profits and other expenses that in any way related to and/or result from Empower's execution of the assignment.
9. In case of a transfer of files any liability of Empower that results from actions and/or negligence expires after the transfer of files in question.
10. Every claim from the Client against Empower expires if the Client has not submitted this liability claim in writing with motivation to Empower within twelve (12) calendar months after the Client identified the facts on which the liability is based or could have reasonably identified.

Article 11. Force majeure

1. Empower is not obliged to meet any obligations with respect to the Client if Empower is hindered from doing so as a result of a circumstance that is not due to fault, nor by virtue of the law, a legal act or a generally accepted notion.
2. Apart from the definition by law and legal precedents, force majeure is defined in these Conditions as all exterior sources, anticipated or unanticipated, on which Empower has no

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influence, but which results in a situation in which Empower is not able to meet their obligations. Sickness of the person appointed to execute the assignment falls under this definition. Empower has the right to invoke force majeure if the circumstance that hinders (further) compliance enters into effect after Empower was supposed to meet their obligation.

3. During the period of force majeure, Empower can suspend the obligations of the Agreement. If this period is longer than two (2) months, each of the parties is authorized to terminate the Agreement without obligation of compensating damage to the other party.

4. In so far Empower has already partially met the obligations of the Agreement or is able to meet the obligations at the time force majeure enters into effect and if the part of the met obligations or obligations to meet entailed/entail a payable sum, then Empower is authorized to invoice said sum. The Client is obliged to meet this invoice as if it entailed a separate agreement.

Article 12. Complaints

1. If the Client has a complaint regarding the actions or negligence of Empower in the execution of an Agreement, the parties will attempt to solve this complaint in amicable deliberation.

2. Empower also has an independent claims board, details can be found on Empowers website.

Article 13. Confidentiality and Personal Data

1. Empower has an obligation of confidentiality by law with respect to third parties and can only provide data on the Client to, for example, an insurance company, a medical examiner or Working Conditions Service with the Client's permission.

2. Empower is obligated to register data that can be traced back to the Client personally.

3. Very rarely, a healthcare insurer is permitted to view a client file, for example in case of unsound claims.

4. In case the Client has objections in principle that their healthcare insurer comes in possession of a treatment diagnosis through the claim, then the Client can make their objections known to Empower. The Dutch Healthcare Authority (NZa) has developed a form for this.

5. In the context of providing a good and meticulous treatment, Empower feels obligated to exchange data with third parties without the Client's permission in emergencies or if a substantial interest justifies breaching the obligation of confidentiality.

6. Before entering into an Agreement with Empower, Empower is granted permission to automatically process the personal data received from the Agreement. This personal data will exclusively be used by Empower for their own activities.

Article 14. Applicable law and disputes

1. Disputes that could arise between the parties as a result of an agreement entered into between the parties or as a result of further agreements that are the result thereof will be resolved by means of arbitration of the DigiTrage foundation established in Utrecht.

2. The procedure is done through www.digitrage.nl in accordance with the Rules of Procedure of the DigiTrage foundation. The Rules of Procedure have been published on the aforementioned website. The Rules of Procedure can also

be requested from Empower and are part of the agreement between the parties.

3. Each party also has the right to turn to the civil court as long as the dispute has not been presented to the DigiTrage foundation.

4. In case Empower present a dispute to the DigiTrage foundation and the Client indicates to prefer civil court proceedings, then the Client must make this known in writing within one month after the presentation of the case to the DigiTrage foundation. This provision only applies to the Client who has entered into an agreement with Empower in the capacity of a consumer. All Agreements between Client and Empower are exclusively governed by Dutch law.

Article 15. Location and Alteration of Conditions

1. The Dutch version of these Conditions have been deposited with the Chamber of Commerce under number 66184525 and will be sent by Empower free of charge upon request.

2. The most current deposited version, or the version that applied at the time the legal relationship with Empower formed always applies.

3. The Dutch version of the Conditions is given preference at all times as to the interpretation thereof.