

GENERAL TERMS AND CONDITIONS FOR SERVICES PROVIDED BY ELEVATE HEALTH (v1503)

1. GENERAL TERMS AND CONDITIONS

1.1 Elevate B.V. (hereinafter referred to as “ELEVATE”), a company legally constituted under the laws of the Netherlands, registered in the trade register of the Chamber of Commerce under number 58780173, located at Universiteitsweg 100 (STR 6.131), 3584 CG Utrecht, the Netherlands, is in the business of providing educational services for the health care industry.

1.2 These General Terms and Conditions shall apply to every assignment granted to ELEVATE by another company (hereinafter “COMPANY”), including every follow-up assignment or altered or supplementary assignment.

1.3 The applicability of general terms and conditions of COMPANY is hereby expressly excluded.

1.4 Any modification to the provisions herein must be in writing and signed by the Parties.

1.5 Hereinafter ELEVATE and COMPANY may individually be referred to as the “Party” or collectively as the “Parties”.

2. ASSIGNMENTS AND STATEMENTS OF WORK

2.1 Each time that COMPANY wishes to grant an assignment to ELEVATE, only an agreement is established when ELEVATE accepts an assignment, whether in writing or verbally. In principle, the agreement shall be confirmed by way of an assignment or Statement of Work, which will be executed by both Parties. All services performed under an assignment and/or Statement of Work (“Services”) shall be subject to these General Terms and Conditions.

2.2 COMPANY agrees that the assignment should be considered as an obligation of conduct and not as an obligation of result.

2.3 Articles 7:404, 7:407, paragraph 2 and 7:409 of the Dutch civil code are herewith excluded.

2.4 The Services are performed for the COMPANY only and third parties cannot derive any rights from the Services performed by ELEVATE for COMPANY.

2.5 ELEVATE is allowed to delegate (parts of the) Services to a third party.

2.6 Unless specific timelines are agreed in the Statement of Work, the Services shall be performed within a reasonable timeframe. In no event shall exceeding agreed timelines in the Statement of Work result in termination of the Statement of Work, unless ELEVATE is not able to perform the Services within a reasonable additional timeframe as communicated to ELEVATE by written notice of COMPANY.

2.7 If any provision of a Statement of Work or any other agreement between the Parties conflicts with any of the provisions of these General Terms and Conditions, the provisions of these General Terms and Conditions prevail, unless the Statement of Work or such other agreement specifically states otherwise.

3. PAYMENT

3.1 As compensation for the Services, COMPANY shall pay ELEVATE the amounts specified in the Statement of Work.

3.1 COMPANY shall pay any undisputed invoice within fourteen (14) days of receipt of invoice by COMPANY. ELEVATE will charge a late payment fee of 1.5% per month or the maximum amount permitted by law, for any payment not received within the above term. If any portion of the invoice is disputed, then COMPANY shall pay the undisputed amounts as set forth above and the Parties shall use good faith efforts to reconcile the disputed amount within thirty (30) days of receipt of invoice by COMPANY.

4. CONFIDENTIALITY

4.1 During the term of any assignment or Statement of Work, one Party (hereinafter referred to as “Receiving Party”) may receive certain information of a confidential nature from or on behalf of the other Party (hereinafter referred to as “Disclosing Party”), such as know-how, trade secrets, discoveries, inventions and ideas, standard operating and business procedures, processes, templates, tools, guidelines, records and notes, plans, personal information, sales and marketing data, costs and pricing, client information, financial and business information of the Disclosing Party, whether written or verbal, tangible or intangible, made available, disclosed, developed or otherwise made known to the Receiving Party (hereinafter collectively referred to as “Confidential Information”).

4.2 From and after the effective date and for a period of five (5) years following the termination of any assignment or Statement of Work, the Receiving Party shall a) hold in strict confidence the Confidential Information received, and b) not reveal, publish or

otherwise disclose any of the Confidential Information to any person or entity other than its own subsidiaries, employees or consultants who have a need to know such Confidential Information and provided that the Receiving Party has bound the concerning subsidiaries, employees or consultants by equivalent confidentiality requirements as contained in these Terms and Conditions, and c) not use the Confidential Information to the detriment of the Disclosing Party or to compete with the Disclosing Party nor use it for any other purpose than performing its obligations under any Statement of Work, without the prior written approval of the Disclosing Party.

4.3 The obligations under clause 4.2 shall not apply to Confidential Information to the extent that is clearly and convincingly shown that such information a) is generally available to and known by the public other than as a result of a disclosure by the Receiving Party, its subsidiaries, employees or consultants, b) becomes available to the Receiving Party other than in connection with any assignment or Statement of Work on a non-confidential basis from a source which the Receiving Party may reasonably assume is not prohibited from disclosing the information, c) was developed independently of any disclosure by the Disclosing Party, as shown by contemporaneous written evidence, or d) to the extent required by law to be released, provided that the Receiving Party only discloses the information to the extent required by law and it being understood that such disclosure shall not release the information from its confidential status.

4.4 COMPANY acknowledges that ELEVATE may utilize COMPANY’s Confidential Information internally for reference, pedagogical and methodological purposes.

4.5 COMPANY agrees that ELEVATE may disclose that COMPANY has retained ELEVATE for professional services, unless COMPANY specifically requests in writing that such disclosure shall not be made.

4.6 If requested by the Disclosing Party, the Receiving Party shall upon termination or expiration of any assignment or Statement of Work, promptly deliver all received Confidential Information to the Disclosing Party, except for one archival copy for reference and proof.

4.7 The receipt of the Confidential Information does not grant any other rights to the Receiving Party than as specified in these General Terms and Conditions. All Confidential Information will remain the sole and exclusive property of the Disclosing Party.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights vested in the Services as well as in any and all data, documentation, materials, software, models, presentations, plans, reports and any information whatsoever shared and/or provided by ELEVATE with COMPANY in relation to the Services, shall remain the sole and exclusive property of ELEVATE. “Intellectual Property Rights” within the meaning of these General Terms and Conditions shall be copyrights, database rights, registered and unregistered designs, trademarks, utility models, patents (including reissues, divisions, continuations and extensions thereof) and any other form of protection afforded by law to software, models, designs, confidential information or technical information in any form, and applications therefore.

5.2 All content created by COMPANY and provided by COMPANY to ELEVATE in relation to the Services will remain the sole and exclusive property of COMPANY. COMPANY hereby grants a perpetual, irrevocable, royalty-free, non-exclusive license, with the right to grant sublicenses, under its Intellectual Property rights vested in such content to use the content for the purpose(s) as agreed in the Statement of Work.

5.3 Provided that COMPANY complies with its payment obligations under the Statement of Work and if applicable, ELEVATE grants COMPANY a license under its Intellectual Property Rights to use the Services for the purpose(s) as identified in the Statement of Work.

5.4 The license as meant in this Section 5 shall be non-exclusive, non-transferable and non-sublicensable, unless agreed otherwise in the Statement of Work.

5.5 Any and all information that relates to and/or is the subject of ELEVATE’s Intellectual Property Rights shall constitute Confidential Information within the meaning of Section 4 of these General Terms and Conditions.

5.6 Upon completion of the Services, COMPANY shall immediately return any and all data, documentation, materials, software, models, presentations, plans, reports and any information whatsoever provided by ELEVATE to COMPANY in relation to the Services.

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6. INDEMNIFICATION

COMPANY hereby agrees to indemnify, defend and hold ELEVATE, its employees and contractors harmless from any and all third party claims or demands for damages, liabilities, losses, actions and/or suits, including reasonable attorney's fees, court or arbitration costs (hereinafter referred to as "Third Party Claims") arising directly or indirectly as a result of the performance of the Services, except to the extent that any such Third Party Claims are directly caused by the gross negligence or intentional misconduct of ELEVATE in the performance of its Services.

7. LIABILITY

7.1 Any and all liability of ELEVATE shall be limited to an amount equivalent to the compensation for the services as specified in the Statement of Work and as paid by COMPANY to ELEVATE, but shall in no event exceed fifty thousand euro (€50,000).

7.2 Under no circumstances shall ELEVATE be liable towards COMPANY for any form of consequential, special or indirect damages, including but not limited to loss of profits or business opportunities, for the breach of its obligations under the Statement of Work and these General Terms and Conditions.

8. COMPLAINTS

COMPANY shall inform ELEVATE of any complaints within 30 days of the receipt of the information or work product that the complaint relates to by COMPANY and in case the complaint is reasonably considered justified by ELEVATE, the remedy shall be at the discretion of ELEVATE to re-perform the Services or to terminate the Statement of Work with a payment obligation of COMPANY for the (part of the) Services performed in accordance with the Statement of Work and these General Terms and Conditions only.

9. COLLABORATION

COMPANY shall forward to ELEVATE in a timely manner all information required to conduct the Services. ELEVATE shall not be liable for any errors, delays or other consequences to the extent arising from COMPANY's failure to timely or accurately provide information or to otherwise professionally collaborate with ELEVATE in order for ELEVATE to timely and properly perform its Services.

10. TERMINATION

10.1 Unless specifically agreed in the Statement of Work the assignment shall be considered terminated, if all agreed Services by ELEVATE are performed and payment obligations of COMPANY are fulfilled.

10.2 Notwithstanding the above, the assignment may be terminated by either Party: a) upon a 60 days written notice to the other Party; or b) upon a 30 days written notice if the other Party is in breach of its obligations under the Statement of Work and these General Terms and Conditions, and was not able to cure the breach within 30 days of the receipt of the notice from the non-breaching Party; or c) immediately, in the event the other Party ceases to carry on its business, applies for an application, is made for a moratorium of payment or bankruptcy, is declared bankrupt or makes a composition or arrangement with its creditors or a winding up order of the other Party is made or (except for the purposes of amalgamation or reconstruction) a resolution for the other Party's voluntary winding up is passed or a provisional liquidator, receiver or administrator of the other Party's business is appointed or a petition is presented applying for an administrative order in respect of the other Party.

10.3 The rights and obligations of the Parties under these General Terms and Conditions shall survive termination or expiration of the assignment or Statement of Work.

11. MISCELLANEOUS

11.1 The Parties are independent entities engaged in independent businesses, and no Party shall be regarded as or pretend to be an agent or employee of the other Party. Nothing herein shall be construed as: (i) reserving to a Party the right to control the other Party in the conduct of its employees or business; (ii) either Party having the authority to make any promise, guarantee, warranty, representation, contract or commitment which would create any obligation or liability whatsoever, whether express or implied, incumbent on the other Party; or (iii) creating a partnership, joint venture, principal and agent relationship or employer-employee relationship.

11.2 Parties agree that for a period of twelve (12) months following the date of termination of the assignment or Statement of Work for any reason whatsoever, neither Party shall solicit for employment, directly or indirectly, for its own benefit or for that of others, any director, officer or employee of the other Party; provided, however, that the foregoing provision shall not prevent a Party from interviewing or hiring any such employee of the other Party who contacts such Party on his/her own initiative without any recruiting by the other Party. The term "recruit" shall not be deemed to include general solicitations (i.e., advertisements, websites, etc.) for employment not specifically directed towards employees of a Party.

11.3 The Statement of Work and these General Terms and Conditions shall endure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, and may not be assigned or otherwise transferred, by either Party without the consent of the other Party.

11.4 Any requests for modifications, changes or amendments or any other notices or communications concerning these general terms and conditions, any assignment or Statement of Work should be in writing and shall be deemed to have been given three (3) days after being mailed by reputable courier and forwarded to the address specified in the Parties section of this Agreement.

11.5 The waiver of either Party or the failure by either Party to claim a breach of any provision of these General Terms and Conditions shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach or with respect to any provision thereof.

11.6 If any provision of these General Terms and Conditions is found by a court of competent jurisdiction to be unenforceable, that provision will be severed and the remainder of these General Terms and Conditions will continue in full force and effect.

11.7 These General Terms and Conditions will be governed by the laws of the Netherlands. Any dispute between the Parties in respect of or in connection with the services performed further to an assignment under these General Terms and Conditions will be submitted to the competent Dutch court.

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