

General Terms and Conditions

Grizzly Medic Solutions B.V. (GM Solutions)

Jozef Israëlslaan 182, 2282 TP Rijswijk, The Netherlands

Trade Register (KvK): **99503301**

Website: www.gmsolutions.nl

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Article 1 – Definitions

In these general terms and conditions, the following terms, each capitalized, shall have the meanings set forth below.

1. **GM Solutions:** the user of these general terms and conditions, **Grizzly Medic Solutions B.V.**, having its registered office at Jozef Israëlslaan 182, 2282 TP Rijswijk, The Netherlands, registered in the Dutch Trade Register under Chamber of Commerce number **99503301**.
2. **Client:** the natural or legal person that concludes an Agreement with GM Solutions.
3. **Parties:** GM Solutions and the Client jointly.
4. **Participant:** the natural person who actually takes part in a Training.
5. **Training:** any training, course, workshop or training programme offered by GM Solutions, irrespective of the form in which it is provided.
6. **Assignment:** any operational service offered by GM Solutions, including personal security, medical support or related activities, irrespective of the place of performance.
7. **Agreement:** any agreement between GM Solutions and the Client concerning a Training or an Assignment.
8. **Offer:** any proposal made by GM Solutions to enter into an Agreement, irrespective of form (in writing, orally, electronically or otherwise), including quotations, price indications and project proposals.
9. **Third Party:** any third party engaged by GM Solutions, including self-employed persons without personnel (zzp'ers), freelancers or professionals with or without BIG registration.
10. **Force Majeure:** any circumstance beyond the control of GM Solutions that temporarily or permanently prevents GM Solutions from performing the Agreement, including in any event (but not limited to): illness or unavailability of deployed personnel; technical failures of equipment or treatment rooms; sudden interruption of water, gas or electricity supply; fire or water damage; theft of essential equipment or medical products; pandemics or epidemics; government measures

that restrict or prohibit the performance of treatments/services; transport disruptions; prolonged failure of ICT systems or communication facilities; or failure by suppliers to deliver required equipment or medical products on time.

11. **In Writing / Written:** communication on paper, by e-mail, or any other form of communication that, having regard to the state of technology and generally accepted practice, can be deemed equivalent thereto.
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Article 2 – Applicability

1. These general terms and conditions apply to all Offers, Agreements, Assignments, Trainings and other legal relationships between GM Solutions and the Client.
 2. Deviations from these general terms and conditions are valid only if expressly agreed by the Parties **In Writing**.
 3. The applicability of any general terms and conditions of the Client is expressly rejected.
 4. If one or more provisions of these general terms and conditions prove to be invalid or are annulled by a court, the remaining provisions shall remain in full force. In such case, the Parties shall consult in good faith to agree on a substitute arrangement that reflects as closely as possible the original intent.
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Article 3 – Formation of the Agreement

1. An Agreement is concluded as soon as GM Solutions has confirmed **In Writing** an Offer from the Client, or as soon as GM Solutions has actually commenced performance.
 2. Offers are without obligation and shall remain valid for thirty (30) days, unless indicated otherwise.
 3. GM Solutions reserves the right to revoke any Offer at any time prior to acceptance by the Client.
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Article 4 – Engagement of Third Parties

1. GM Solutions may engage Third Parties in the performance of the Agreement, including self-employed professionals such as zzp'ers, freelancers, subcontractors or other specialised persons. GM Solutions shall use commercially reasonable efforts to engage only those Third Parties who possess the required education, certifications, experience and—where relevant—a BIG registration or other

professional registration. Such Third Parties shall carry out their activities in accordance with applicable professional and legal standards.

2. GM Solutions remains responsible for the careful selection, instruction and coordination of the engaged Third Parties, but shall not be liable for any acts or omissions of Third Parties where they act independently in the course of their profession, except in the case of wilful misconduct or gross negligence on the part of GM Solutions itself. Such Third Parties shall maintain their own professional liability insurance. Any claims by the Client shall, where appropriate, be brought in the first instance against the relevant Third Party.
3. If the Assignment is performed in whole or in part outside the Netherlands, it may occur that the qualifications or diplomas of an engaged Third Party are not, or not fully, recognised in the country of performance. GM Solutions cannot accept responsibility for this and refers to the Client's obligations set out in Article 6 (International Assignments).
4. GM Solutions reserves the right, where necessary or desirable, to replace an engaged Third Party with another equivalently qualified Third Party. Such replacement shall not entitle the Client to terminate the Agreement or to claim damages.

Article 5 – Performance of Assignments

1. GM Solutions shall perform Assignments with due skill and care and in accordance with the professional standards generally prevailing in the industry.
2. The services are provided on an **obligations-of-means** basis only; accordingly, GM Solutions gives no guarantee that any particular result will be achieved, unless the Parties have expressly agreed otherwise **In Writing**.
3. The Client shall, in a timely, complete and accurate manner, provide GM Solutions with all information and documents reasonably required for the proper performance of the Assignment, including, without limitation, medical background information of persons to be protected or accompanied, travel itineraries, locations, logistical circumstances and other relevant safety or risk factors.
4. If the information required for performance is not provided on time or is incomplete, or if circumstances attributable to the Client or third parties impede performance, GM Solutions may suspend or adjust the performance of the Assignment. Any resulting costs, losses or damages shall be borne by the Client.
5. GM Solutions may at any time suspend, modify or refuse the performance of (any part of) the Assignment if, in its reasonable opinion, an unsafe situation exists or there is a disproportionate risk to the deployed personnel or to third parties. In such case, the Client shall remain liable for the agreed fees, except to the extent that GM Solutions is itself in material breach.
6. The Client shall ensure that the necessary facilities are available at the locations where the work is carried out and shall grant access to personnel of GM Solutions

and any Third Parties engaged by it. The Client shall also be responsible for the costs of travel, accommodation, equipment and logistical support, unless otherwise agreed **In Writing**.

7. If during performance it becomes necessary to adjust the agreed work for reasons of safety, medical necessity or compliance with applicable laws and regulations, the Parties shall confer and agree reasonable variations. GM Solutions shall be entitled to charge for additional work if, as a result, the nature or scope of the work changes.

Article 6 – International Assignments

1. The Client acknowledges that authorities and qualifications relating to medical procedures and security activities may differ by country.
 2. GM Solutions warrants that it deploys personnel who, by Dutch standards, are suitably qualified and trained, but makes no assurance as to the recognition or sufficiency of such qualifications in other countries. The foregoing may be varied **In Writing**.
 3. It is the Client's responsibility to ascertain in good time that the deployment of GM Solutions complies with the laws and regulations of the country of performance and to obtain all required permits, consents and exemptions.
 4. Where medical procedures are performed abroad, the Client shall ensure that the intended procedures are permitted under the applicable national law.
 5. GM Solutions may refuse or restrict certain activities where local laws or regulations prohibit them, or where performance would entail a disproportionate legal or safety risk.
 6. In respect of personal security abroad, the Client shall be responsible for applying for and obtaining all local permits and consents necessary to perform the security services.
 7. GM Solutions may suspend or decline the performance of an Assignment if it appears that such permits are lacking or that performance would contravene local law.
 8. GM Solutions shall not be liable for any losses, fines or claims arising from the fact that the professionals deployed by GM Solutions are not formally authorised in the country of performance or that required permits are lacking.
 9. All consequences of non-compliance with local regulations shall be for the account and risk of the Client.
 10. If, during performance, compliance with local law proves impossible or unreasonably burdensome, GM Solutions shall be entitled to terminate or suspend the Agreement, in whole or in part, without any liability for damages.
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Article 7 – Trainings

1. GM Solutions shall provide Trainings in accordance with the agreed content, time, place and duration.
 2. GM Solutions may adjust the content or schedule of any Training where it considers this necessary.
 3. GM Solutions may cancel or reschedule a Training in the event of insufficient registrations or circumstances that prevent performance.
 4. Participants shall comply with house rules, safety instructions and the directions of the trainer. In the case of repeated violations, access may be refused without refund.
 5. All course materials provided by GM Solutions shall remain the property of GM Solutions and are for the Participant's personal use only.
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Article 8 – Cancellation and No-Show

1. The Client may cancel a Training free of charge up to seven (7) days prior to the scheduled start date. If cancellation occurs thereafter, or in the event the Participant fails to attend without notice (a “no-show”), the Client shall owe the full course fee.
 2. For Assignments, the Client may cancel free of charge up to five (5) days prior to the agreed start date. If cancellation occurs between the fifth (5th) and the second (2nd) day prior to commencement of the Assignment, the Client shall owe fifty percent (50%) of the agreed fee. In the event of cancellation within forty-eight (48) hours prior to commencement of the Assignment, as well as in the event of a no-show, the Client shall owe the full agreed fee.
 3. Cancellations must at all times be notified to GM Solutions **In Writing**. The date on which the cancellation is received by GM Solutions shall be decisive for the purposes of applying the time periods set out in this Article.
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Article 9 – Prices and Payment

1. Unless expressly stated otherwise, all prices are exclusive of VAT and any ancillary costs.
2. All invoices shall be due and payable within fourteen (14) days after the invoice date.
3. If the Client fails to pay any amount when due, the Client shall be in default by operation of law, without any notice or demand being required; statutory interest shall accrue from the due date until paid in full, together with reasonable extrajudicial collection costs.

4. GM Solutions shall be entitled to suspend the performance of the Agreement for so long as any amount remains outstanding, without prejudice to any other rights or remedies.
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Article 10 – Liability and Force Majeure

1. GM Solutions shall be liable only for loss that is the direct result of an attributable breach of the Agreement, and then solely if and to the extent such breach results from the wilful misconduct or gross negligence of GM Solutions or of managing personnel engaged by GM Solutions.
2. Any liability of GM Solutions is limited to compensation of **Direct Damages** only. “Direct Damages” shall mean exclusively:
 - a. the reasonable costs incurred to determine the cause and extent of the loss, insofar as such determination relates to loss within the meaning of these terms and conditions;
 - b. the reasonable costs incurred to have GM Solutions’ defective performance conform to the Agreement, insofar as such costs are attributable to GM Solutions; and
 - c. the reasonable costs incurred to prevent or limit loss, insofar as the Client demonstrates that such costs have resulted in a limitation of Direct Damages.
3. GM Solutions shall never be liable for indirect or consequential loss, including, without limitation, loss of profits, loss of savings, loss of goodwill or reputation, business interruption, loss or theft of data or property, or loss related to or arising out of third-party claims.
4. If GM Solutions is liable for any loss, such liability shall in all cases be limited to the amount actually paid out in the relevant case under GM Solutions’ liability insurance, plus the applicable deductible. If, for whatever reason, no payment is made under such insurance, liability shall be limited to the invoice amount under the relevant Agreement, subject to a maximum of **EUR 25,000 per occurrence**.
5. Any claim against GM Solutions shall be time-barred unless submitted to GM Solutions **In Writing**, with reasons, within twelve (12) months after the Client could reasonably have become aware of the loss.
6. GM Solutions shall not be liable for loss caused by GM Solutions having relied on incorrect or incomplete information provided by or on behalf of the Client, or by the Client acting contrary to instructions, safety regulations or advice provided by GM Solutions, or contrary to applicable laws and regulations.
7. GM Solutions shall not be liable for loss arising from the engagement of Third Parties who maintain their own professional liability insurance, except to the extent the loss is the direct result of the wilful misconduct or gross negligence of GM Solutions itself.
8. GM Solutions shall not be liable for loss arising from circumstances reasonably beyond its control and which are deemed Force Majeure under these terms and

conditions, as well as any other circumstance over which GM Solutions cannot reasonably exercise control.

9. In the event of Force Majeure, GM Solutions shall be entitled to suspend performance of the Agreement for as long as the Force Majeure situation continues, or, if such situation persists for more than thirty (30) days, to terminate the Agreement, in whole or in part, without any liability for damages.
10. Where personnel or Third Parties of GM Solutions, in the performance of the Agreement, use property, materials or facilities of the Client, GM Solutions shall not be liable for any damage thereto or arising therefrom, save in the case of wilful misconduct or gross negligence on the part of GM Solutions.
11. The Client shall indemnify and hold harmless GM Solutions and the Third Parties engaged by it against any and all third-party claims, including, without limitation, claims relating to loss resulting from non-compliance with local laws and regulations, except where such loss results from the wilful misconduct or gross negligence of GM Solutions.

Article 11 – Complaints Procedure

1. GM Solutions shall handle the complaint with due care in accordance with its complaints procedure.
2. The filing of a complaint shall not release the Client from its payment obligations.

Article 12 – Confidentiality and Privacy

1. The Parties shall keep confidential all confidential information obtained in connection with the Agreement.
2. Any processing of personal data in connection with the Agreement shall be carried out in accordance with the General Data Protection Regulation (GDPR) and applicable Dutch implementing legislation.
3. Medical data shall be processed solely for treatment and administrative purposes and shall not be disclosed to third parties without consent, unless required by law.
4. The Client shall have the right to access, rectify or erase personal data concerning the Client, in accordance with applicable law.

Article 13 – Intellectual Property

1. All materials, methodologies, reports and presentations shall remain the property of GM Solutions.

2. Without GM Solutions' prior consent **In Writing**, the items referred to in paragraph 1 of this Article may not be copied, distributed or disclosed to any third party.
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Article 14 – Final Provisions

1. GM Solutions may amend these general terms and conditions unilaterally at any time. The amended terms and conditions shall apply from the date communicated by GM Solutions.
2. GM Solutions may assign its rights and obligations arising from these general terms and conditions and from any Agreement concluded with the Client to a third party, for example in the event of a merger, restructuring or acquisition.
3. These general terms and conditions and all legal relationships between GM Solutions and the Client shall be governed exclusively by the laws of the Netherlands, unless mandatory law provides otherwise.
4. If, notwithstanding the foregoing, legal proceedings are instituted, disputes shall, to the extent not otherwise required by mandatory law, be submitted exclusively to the competent court in **The Hague, The Netherlands**.