

GGZ DISCREET - GENERAL TERMS AND CONDITIONS

General terms and conditions (also based on the NBBU terms for intermediary services for self-employed professionals)

ARTICLE 1 - DEFINITIONS

In these general terms and conditions:

GGZ Discreet: The natural person or legal entity whose business activity consists of providing intermediary services, other than the client of the BIG-registered healthcare professional.

Client: The natural person or legal entity using GGZ Discreet's services for its employees and other workers designated by it.

BIG-registered healthcare professional: The natural person who, under a contract for services, performs work for their own account, at their own risk and under their own responsibility, without the direction and supervision of a third party, or performs work through a company in which they own at least half the shares, or enough shares to prevent dismissal against their will by the general meeting of shareholders; also, the natural person or legal entity professionally or commercially providing mental healthcare or related psychosocial services, holding the required qualifications, registrations and/or licences, and independently responsible for the content and delivery of the care or support they provide.

Employee Client: The Client's employee and any other worker designated by the Client.

Third Party: A natural person or legal entity other than GGZ Discreet, the Client or the BIG-registered healthcare professional, with a direct or indirect legal relationship with any of those parties.

Intermediary Services: Bringing together and/or facilitating two or more parties that enter into a contract for services with each other and have entered into an intermediary agreement with GGZ Discreet for that purpose.

Intermediary Agreement: The written agreement between the BIG-registered healthcare professional and GGZ Discreet setting out the specific conditions and circumstances, including the type of services provided by GGZ Discreet, under which intermediary services will be provided for the BIG-registered healthcare professional.

Framework Agreement: The written agreement between GGZ Discreet and the Client under which GGZ Discreet gives Employee Clients access to its Online mental health match boutique and refers them to BIG-registered healthcare professionals.

ARTICLE 2 - APPLICABILITY OF THESE TERMS

1. These terms apply to every offer made by GGZ Discreet to the Client and every Framework Agreement between GGZ Discreet and the Client, as well as all resulting supplies and services of any kind between GGZ Discreet and the Client, insofar as the parties have not expressly agreed otherwise in writing.

2. A Client that has previously contracted on these terms is deemed tacitly to agree to their applicability to a subsequent agreement with GGZ Discreet.

3. All offers, however made, are without obligation. GGZ Discreet is not bound by the Client's general terms insofar as they differ from these terms. These general terms may be amended or supplemented at any time. Amended terms also apply to an existing Intermediary Agreement, subject to one month's notice following written notification of the amendment.

ARTICLE 3 - QUOTATIONS

1. Quotations and other offers from GGZ Discreet are valid for 30 days, unless GGZ Discreet states otherwise.

2. Prices stated in a quotation or offer exclude VAT and other applicable government levies.

3. Prices of Products and/or Services are indexed annually on 1 January and, where applicable, increased in line with the consumer price index published by Statistics Netherlands (CBS).

ARTICLE 4 - INVOICING

1. The fee payable by the Client to GGZ Discreet for services provided consists of a fixed amount agreed in advance or is charged periodically, as agreed in the Framework Agreement. Payments to GGZ Discreet must be clearly identifiable as made on behalf of the Client.

2. Where GGZ Discreet provides invoicing services, the invoice clearly identifies when it acts as a collection agent on behalf of the BIG-registered healthcare professional selected by the Employee Client through the Online mental health match boutique, whose services the Client has undertaken to pay for.

3. If GGZ Discreet has reasonable grounds to doubt the accuracy or completeness of time records provided by the BIG-registered healthcare professional, it may decide to invoice the Client on the basis of the facts and circumstances known to it. GGZ Discreet will not do so until reasonable consultation has taken place in which the Client and/or BIG-registered healthcare professional has had the opportunity to demonstrate that the time records are correct.

4. At GGZ Discreet's first request, the Client will provide written authorisation allowing GGZ Discreet to collect invoiced amounts from the Client's bank account by direct debit within the agreed period. The parties will use a SEPA mandate form for this purpose.

5. Rate changes resulting from changes in legislation or regulations take effect immediately.

ARTICLE 5 - PAYMENT TERMS

1. The Client must ensure that GGZ Discreet's invoices, including invoices issued as collection agent for BIG-registered healthcare professionals selected by the Employee Client, are paid without any withholding, discount or set-off within 30 days of the invoice date.

2. If the Client disputes an invoice, it must notify GGZ Discreet in writing within eight days of the invoice's dispatch date, failing which the right to dispute it lapses. A disputed invoice does not suspend the Client's payment obligation.

3. If the Client fails to pay any amount due, pays late or pays incompletely, it is automatically in default from the due date of the relevant invoice. From that date, the Client also owes late-payment interest of 1% per month on the invoiced amount due, with part of a month counting as a full month.

4. All judicial and extrajudicial costs, including legal assistance, incurred by GGZ Discreet because the Client fails to meet its payment obligations are payable by the Client.

5. GGZ Discreet's extrajudicial collection costs, calculated on the amount to be collected, are set at at least 15% of the principal, with a minimum of EUR 500.00.

6. If, in GGZ Discreet's opinion, the Client's financial position and/or payment behaviour warrants it, the Client must, at GGZ Discreet's first written request:
a. Provide a direct debit mandate as referred to in Article 3(5) of these terms; and/or
b. Pay an advance; and/or
c. Provide adequate security for the performance of its obligations towards GGZ Discreet, for example a bank guarantee or right of pledge.
The security and/or advance requested must be proportionate to the Client's relevant obligations.

7. If the Client does not comply with a GGZ Discreet request as referred to in the preceding paragraph, or a direct debit fails, the Client is automatically in default without notice of default being required.

8. If the Client is in default, GGZ Discreet may suspend its obligations under the Intermediary Agreement or terminate that agreement immediately, in whole or in part, without owing the Client compensation. All GGZ Discreet claims become immediately due as a result of termination.

9. If the Client's fee to GGZ Discreet depends on the contract for services between the BIG-registered healthcare professional introduced by GGZ Discreet and the Client, payment obligations nevertheless continue for the duration of that contract for services or contract for work.

ARTICLE 6 - CANCELLATION / NO-SHOW

1. Before a scheduled appointment, the Employee Client receives, by email and messaging app or SMS:
a. A first reminder 96 hours, or four days, before the appointment; and
b. A second reminder 72 hours, or three days, before the appointment.

2. The Employee Client is responsible for providing and maintaining accurate contact details. Failure to receive a reminder, or receiving it late or incompletely, does not relieve the Employee Client of responsibility for cancelling or rescheduling the appointment in time. The originally confirmed appointment remains decisive.

3. An appointment must be cancelled or rescheduled at least 48 hours before the agreed time.

4. By way of exception to the preceding paragraph, a Monday appointment must be cancelled or rescheduled no later than the preceding Thursday, and a Tuesday appointment no later than the preceding Friday.

5. Appointments may only be cancelled or rescheduled by email. The Employee Client must email boeking@ggzdiscreet.nl and copy in the selected BIG-registered practitioner. A cancellation or rescheduling request counts as received only when GGZ Discreet has received the email in time.

6. Cancellation or rescheduling by telephone or solely verbally is not possible. A telephone or verbal notification does not constitute a valid and timely cancellation.

7. If an appointment is not cancelled or rescheduled in time in accordance with paragraph 3 and in the manner prescribed in this Article, this constitutes a late cancellation. The full cost of the scheduled consultation is charged to the Client and must be paid in full. The Employee Client forfeits the consultation and cannot use it or make it up later, unless GGZ Discreet and the Client expressly agree otherwise.

8. A no-show occurs when the person concerned:
a. Has not cancelled or rescheduled the appointment in time and in the prescribed manner; and
b. Is not present in person or online on the agreed date and at the agreed time.

9. In the event of a no-show, GGZ Discreet informs the Client that the Employee Client did not attend the scheduled appointment. GGZ Discreet shares no substantive information about treatment or support unless a valid legal basis exists.

10. In the event of a no-show, the full cost of the consultation is charged to the Client and must be paid in full. The Employee Client forfeits that consultation and cannot use it or make it up later, unless GGZ Discreet and the Client expressly agree otherwise.

11. Where demonstrable, exceptional circumstances meant the person concerned could not reasonably cancel in time or attend the appointment within the meaning of this Article, GGZ Discreet may, in consultation with the Client, decide to depart from these terms. The participant cannot derive any entitlement from such a departure for future appointments.

ARTICLE 7 - DISSOLUTION

1. If a party fails to fulfil its obligations under the Intermediary Agreement, the other party may, in addition to the provisions of that agreement, dissolve the Framework Agreement in whole or in part out of court by registered letter. Dissolution will take place only after the defaulting party has received written notice of default and a reasonable period to remedy the breach, and performance has not occurred.

2. Furthermore, either party may dissolve the Framework Agreement in whole or in part out of court by registered letter with immediate effect, without any demand or notice of default, if:
a. The other party applies for or is granted a provisional or other suspension of payments;
b. The other party petitions for its own bankruptcy or is declared bankrupt;
c. The other party's business is liquidated;
d. The other party ceases its current business or a substantial part of it;
e. Through no fault of the first party, a substantial part of the other party's assets is attached, or the other party must otherwise be considered no longer able to fulfil its obligations under the Intermediary Agreement.

3. If, at the time of dissolution, the Client has already received performance under the Intermediary Agreement, it may dissolve the Framework Agreement only in part, solely in respect of the portion not yet performed by or on behalf of GGZ Discreet.

4. Amounts invoiced by GGZ Discreet before dissolution, or amounts that will become payable by the Client to GGZ Discreet during the continuing term of the treatment or other agreement between the BIG-registered healthcare professional and the Employee Client, remain payable in full by the Client to GGZ Discreet and become immediately due upon dissolution.

5. If future amounts cannot be determined unambiguously, GGZ Discreet may choose to continue invoicing the Client periodically in accordance with the Client's continuing post-contractual obligations.

ARTICLE 8 - LIABILITY

1. GGZ Discreet is never liable for:
a. Damage of any kind caused by acts and/or omissions of the BIG-registered healthcare professional introduced by GGZ Discreet;
b. Indirect or consequential damage, such as loss of profit and unrealised savings.

2. GGZ Discreet is liable only where there is a breach in performing the Framework Agreement and that breach directly results from a lack of care reasonably to be expected of GGZ Discreet, or from gross negligence or intent on its part.

3. GGZ Discreet may, if and insofar as possible, remedy the consequences of any breach within a reasonable period.

4. Any liability of GGZ Discreet for damage is limited per event to:
a. The amount paid out by GGZ Discreet's insurance; or
b. If GGZ Discreet is uninsured or the insurance does not pay out in full, at most the fees GGZ Discreet received for its services over the last three months, as referred to in Article 3(1).

5. The Client indemnifies GGZ Discreet against third-party claims, including reasonable legal assistance costs, connected in any way with GGZ Discreet's services to the Client.

ARTICLE 9 - FORCE MAJEURE

1. In the event of force majeure affecting GGZ Discreet, its obligations under the Framework Agreement are suspended for as long as that situation continues.

2. Force majeure means any circumstance beyond GGZ Discreet's control that permanently or temporarily prevents performance of the Intermediary Agreement and that should not be borne by it under law or according to standards of reasonableness and fairness.

3. As soon as a force majeure situation as referred to in paragraph 1 arises for GGZ Discreet, it will notify the Client.

4. Insofar as not already included, force majeure also includes strikes, occupation of premises, blockades, embargoes, government measures, war, revolution and/or equivalent situations, power failures, electronic communication line failures, fire, explosion and other disasters, water damage, flooding, earthquakes and other natural disasters, and widespread epidemic illness.

5. GGZ Discreet's obligations are suspended for as long as force majeure continues. This suspension does not apply to obligations unaffected by force majeure that arose before it began. Once force majeure has lasted three months, or as soon as it is certain it will last longer than three months, either party may terminate the Intermediary Agreement early without a notice period.

6. Even after such termination of the Intermediary Agreement, the Client remains obliged to pay GGZ Discreet the fees due for the period before the force majeure situation.

7. GGZ Discreet is not required to compensate the Client for any damage during force majeure or following termination of the Intermediary Agreement as referred to in paragraph 5.

ARTICLE 10 - CONFIDENTIALITY

1. GGZ Discreet and the Client will not disclose to third parties confidential information about or belonging to the other party, its activities or business relationships that becomes known to them through an offer or Intermediary Agreement.

2. This does not apply if, and only insofar as, disclosure is necessary for proper performance of the Intermediary Agreement or a statutory disclosure obligation applies.

3. GGZ Discreet is not directly or indirectly liable for a fine, penalty payment or any damage suffered by the Client or Employee Client as a result of the BIG-registered healthcare professional breaching a duty of confidentiality.

ARTICLE 11 - GOVERNING LAW AND COMPETENT COURT

1. These general terms and Intermediary Agreements are governed by Dutch law.

2. If a dispute arises between GGZ Discreet, the Client and/or the Employee Client about the interpretation or performance of these terms, the parties concerned will first endeavour to resolve it through consultation.

3. If consultation has not resolved the dispute within thirty days of written notification, the parties concerned will submit it to an MfN-registered mediator.

4. The mediator is appointed by mutual agreement. If the parties cannot agree on a mediator, one may be appointed through the MfN office.

5. The parties concerned each bear an equal share of the mediator's costs unless they agree a different allocation in writing beforehand. Each party bears its own other costs, including any legal or other expert assistance.

6. If a party states in writing that it does not wish to participate in mediation, or mediation has not resolved the dispute within sixty days of its commencement, either party may submit the dispute to the competent court or a competent complaints or disputes body.

7. This provision does not limit a party's right to seek interim relief or another necessary legal measure immediately in an urgent case. It also leaves statutory complaints procedures and the mandatory rights of the participant or employee unaffected.

8. All disputes arising from or connected with the legal relationship between the parties will, at first instance, be heard exclusively by the Amsterdam District Court, unless mandatory law provides otherwise.

ARTICLE 12 - CONTENT AND FORMATION OF THE FRAMEWORK AGREEMENT

1. The Framework Agreement is formed by the Client's written acceptance.

2. GGZ Discreet is not a party to the treatment or other agreement formed between the BIG-registered healthcare professional and the person concerned.

3. The written Intermediary Agreement concluded by GGZ Discreet with the BIG-registered healthcare professional contains the specific conditions and circumstances under which intermediary services are provided for that professional, as well as the type of additional services GGZ Discreet provides to them.

4. An amendment or addition to the Framework Agreement takes effect only after GGZ Discreet confirms it in writing.

ARTICLE 13 - INTERMEDIARY PROCEDURE

1. GGZ Discreet provides its services by digitally making tools it has developed available to the Employee Client, consisting of a matching service available through a digital platform and additional services with a resilience consultation.

2. The Client submits a request for a resilience consultation with a BIG-registered healthcare professional and, by submitting that request, agrees to the costs of 4 resilience consultations and 2 matching conversations.

3. If, within twelve months after termination of the Framework Agreement or within twelve months after GGZ Discreet introduces the BIG-registered healthcare professional to the Employee Client, the Client or Employee Client enters into a contract for services or another working relationship with that professional, the Client owes an immediately payable penalty of EUR 25,000. GGZ Discreet is additionally entitled to compensation for all resulting damage.

4. 'Another working relationship' in these general terms includes in any event: an employment contract under Article 7:610 of the Dutch Civil Code; a contract for services; any other agreement aimed at cooperation; appointment as a civil servant; and engagement as a worker supplied by another party.

ARTICLE 14 - PERSONAL DATA

1. GGZ Discreet and the Client treat all personal data provided to them in connection with the Framework Agreement confidentially and process it in accordance with the General Data Protection Regulation (GDPR) and other relevant privacy and other legislation.

2. Depending on their responsibilities and working methods, the parties will make further arrangements in accordance with the GDPR and related privacy and other legislation.

ARTICLE 15 - INTELLECTUAL PROPERTY AND INDEMNITY

1. All intellectual property rights in the Platform and digital tools are and remain GGZ Discreet's property at all times, subject to third-party rights.

2. The Client must ensure that the Employee Client, as a user, uses GGZ Discreet's Platform and digital tools solely for their own personal purposes, does not directly or indirectly share the platform, content or tools with third parties or allow third parties to use them, directly or indirectly, and does not engage in improper use or any other conduct that could damage the Platform, content and/or digital tools.

3. GGZ Discreet does not warrant that the Platform, content and/or tools can always be used continuously and without disruption in all circumstances, and is not liable for any direct or indirect damage resulting from their use.

4. The Client guarantees that it and its Employee Client will use the Platform, content and tools only for the services provided by GGZ Discreet and will not reverse engineer, decompile or otherwise damage them.

ARTICLE 16 - SERVICES

GGZ Discreet will perform the services provided under the Framework Agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship. It undertakes a best-efforts obligation.

ARTICLE 17 - FINAL PROVISIONS

1. If any provision of these terms is void or annulled, the remaining provisions remain fully in effect. The parties will consult to agree new provisions replacing those that are void or annulled, taking account as far as possible of the purpose and intent of the original provision.

2. GGZ Discreet may transfer its rights and obligations under the Framework Agreement to a third party.

3. Unless otherwise agreed in writing, the Client may not transfer its rights and obligations under the Framework Agreement to a third party.

Thus adopted and filed with the Chamber of Commerce at [location not specified in the source] on 01-11-2026.