

General Terms and Conditions of Cirkelhoff B.V.

Covid Test Loket is part of Cirkelhoff B.V. trade name under a Private company registered with the Chamber of Commerce 82995419

Covid Test Counter (hereinafter referred to as: CTL)

Article 1 – Definitions

1 In these general terms and conditions, the following definitions apply:

- a) offer: any offer or quotation to the client for the provision of services by CTL.
- b) company: the natural or legal person who acts in the exercise of a profession or business.
- c) consumer: the natural person who is not acting in the course of a profession or business.
- d) services: CTL's primary service will consist of offering or performing or having performed of tests that show whether or not the client is infected with a certain disease.
- e) service provider: Covid Test Loket. Registered as a trade name under a Decree Company with an ordinary structure, incorporated under Dutch law, established in the Netherlands and offering services to the client.
- f) client: the natural or legal person acting in the exercise of a profession or business who has appointed CTL, has provided projects to CTL for services performed by CTL, or to whom CTL has made a proposal under an agreement.
- g) agreement: any agreement and other obligations between the client and CTL, as well as proposals from CTL for services that are provided by CTL to the client and that are accepted by the client and have been accepted and performed by CTL with which these general terms and conditions form an inseparable whole.

Article 2 – Applicability

1. These general terms and conditions apply to every offer from CTL, every agreement between CTL and the client and to every service offered by CTL.
2. Before an agreement is concluded, the client will be provided with these general terms and conditions. If this is not reasonably possible, CTL will indicate to the client how the client can view the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions may be deviated from insofar as this has been explicitly agreed in writing with CTL.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the client.
5. The general terms and conditions of the client are excluded.

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6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force, and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.

7. Ambiguities about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

8. The applicability of Articles 7:404 of the Dutch Civil Code and 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.

9. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/his, if and insofar as applicable.

10. In the event that CTL has not always demanded compliance with these general terms and conditions, it retains its right to demand compliance in whole or in part with these general terms and conditions.

Article 3 – The offer

1. All offers made by CTL are without obligation, unless expressly stated otherwise in writing. If the offer is limited or valid under specific conditions, this will be explicitly stated in the offer.

2. CTL is only bound by an offer if it is confirmed in writing by the client within 7 days. Nevertheless, CTL has the right to refuse an agreement with a (potential) Client for reasons that are justified for CTL.

3. The offer contains a description of the services offered. The description is sufficiently specified, so that the client is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or dissolution of the agreement.

4. Offers or quotations do not automatically apply to follow-up orders.

5. Time limits in CTL's offer are in principle indicative and if they are exceeded, they do not entitle the client to dissolution or compensation, unless expressly agreed otherwise.

Article 4 – Conclusion of the agreement

1. The agreement is concluded the moment a confirmation is sent by e-mail to the e-mail address provided by the client.

2. CTL has the right to revoke the (signed) agreement within 1 working day after receipt of the acceptance.

3. CTL is not bound by an offer if the client could reasonably have expected or should have understood or should have understood that the offer contains an obvious mistake or error. The client cannot derive any rights from this mistake or error.

4. If the Client cancels an order that has already been confirmed, the costs already actually incurred (including the time spent) will be charged to the Client (see also article 13).
5. Every Agreement that is entered into with CTL or a project that is awarded to CTL by the Client, rests with CTL as a company and not with an individual person associated with CTL.
6. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the agreement.

Article 5 – Term of the agreement

1. The agreement is entered into for an indefinite period of time, unless the content, nature or purport of the assignment implies that it has been entered into for a definite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that CTL obtains from the client.
2. Both the client and CTL can dissolve the agreement on the basis of an attributable shortcoming in the fulfillment of the agreement if the other party has been given written notice of default and it has been given a reasonable term to fulfill its obligations and it still fails to fulfill its obligations as then comply correctly. This also includes the payment and cooperation obligations of the Client.
3. The dissolution of the Agreement does not affect the payment obligations of the client insofar as CTL has already performed work or delivered services at the time of the dissolution. The client must pay the agreed fee.
4. In the event of premature termination of the agreement, the client owes CTL the costs actually incurred up to that point at the agreed rate.
5. Both the client and CTL can terminate the agreement in writing, in whole or in part, without further notice of default, with immediate effect if one of the parties is granted a moratorium, bankruptcy has been filed or the company concerned ends due to liquidation. If a situation as stated above occurs, CTL is never obliged to refund monies already received and/or compensation.

Article 6 – Consent

1. Permission from the client is required for the execution of the agreement.
2. CTL will inform the client in a clear manner and, if so requested, in writing about the intended services, the developments and the treatment. CTL will inform the client who has not yet reached the age of 12 years in such a way as is appropriate to his comprehension.
3. By scheduling a service, the client gives explicit and unambiguous permission. This complies with the consent requirement, unless the Client has not yet reached the age of 12, in which case consent from the parent(s) and/or the legal representative(s) is also required. However, the Service may, without the consent of the parent(s) and/or the legal representative(s), if it is clearly necessary in order to prevent serious harm to the client, and if the client continues to consider the performance even after the refusal of the consent. to wish.

Article 7 – Performance of the service

1. CTL will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. CTL guarantees a professional and independent service. All services are performed on the basis of a best efforts obligation, unless a result has been explicitly agreed in writing which is described in detail.

2. The agreement on the basis of which CTL provides the services, is leading for the size and scope of the service. The agreement will only be performed for the benefit of the client. Third parties cannot derive any rights from the content of the services performed in connection with the agreement.

3. The information and data provided by the client are the basis on which the services offered by CTL and the prices are based. CTL has the right to adjust its services and prices if the information provided proves to be incorrect and/or incomplete.

4. In the performance of the services, CTL is not obliged or obliged to follow the instructions of the client if this changes the content or scope of the agreed services. If the instructions result in further work for CTL, the client is obliged to reimburse the additional additional costs accordingly on the basis of a new quotation.

5. CTL is entitled to engage (certified) third parties for the performance of the services at its own discretion.

6. If the nature and duration of the assignment so require, CTL will keep the client informed of the progress in the interim in the agreed manner.

7. The performance of the services is based on the information provided by the client. If the information has to be changed, this may have consequences for any established planning. CTL is never liable for adjusting the planning. If the commencement, progress or delivery of the services is delayed because, for example, the client has not provided all the requested information or has not provided it on time or in the desired format, does not provide sufficient cooperation, any advance payment has not been received in time by CTL or due to other circumstances, which are at the expense and risk of the client, there is a delay, CTL is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the client.

8. CTL strives to meet specified delivery times for an order. Stated delivery times are, however, not binding and never fatal. Exceeding a specified delivery time can never lead to any liability on the part of CTL and claims for compensation arising from this by the client.

9. CTL is not liable for loss or damage to samples if this is not demonstrably due to any act or omission of or by the CTL. The service provider has the right to treat and process samples at its own discretion for the purpose of carrying out the assignment.

Article 8 – Obligations of the Client

1. The Client is obliged to provide all information requested by CTL (including a valid proof of identity) as well as relevant appendices and related information and data in good time and/or before the commencement of the work and in the desired form for the purpose of correct and efficient execution of the work. agreement. Failing this, it may happen that CTL is not able to fully implement and/or deliver the relevant documents. The consequences of such a situation are at all times at the expense and risk of the client.

2. CTL is not obliged to check the accuracy and/or completeness of the information provided to it or to update Client with regard to the information if it has changed over time, nor is CTL responsible for the correctness and completeness of the information compiled by CTL for third parties and/or provided to third parties in the context of the agreement.

3. CTL may, if necessary for the execution of the agreement, request additional information. Failing this, CTL is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the client. In the event of changed circumstances, the client must notify CTL immediately or no later than 3 working days after the change has become known.

4. To the best of its knowledge, the Client will provide CTL with all information and the cooperation that CTL reasonably requires for the execution of the agreement.

Article 9 – Advice

1. If instructed to do so, CTL can draw up advice, action plan, design, reporting, planning and/or reporting for the benefit of the service. The content of this is not binding and only of an advisory nature, but CTL will observe its duties of care. The client decides itself and under its own responsibility whether to follow the advice.

2. The advice provided by CTL, in whatever form, can never be regarded as medical advice. If the client considers this advice to be medical advice, the client must first discuss this with a specialist trained for this purpose.

3. At the first request of CTL, the client is obliged to assess proposals it has provided. If CTL is delayed in its activities, because the client does not or not timely provide an assessment of a proposal made by CTL, the client is at all times responsible for the resulting consequences, such as delay.

4. The nature of the service means that the result always depends on external factors that can influence the reports and advice of CTL, such as the quality, correctness and timely delivery of the necessary information and data from the client and its employees. . The client guarantees the quality and the timely and correct delivery of the required data and information.

5. The Client will notify CTL in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities to which the Client wishes attention.

Article 10 – Additional activities and changes

1. If during the execution of the agreement it appears that the agreement needs to be adjusted, or if further work is required at the request of the client to achieve the desired result for the client, the client is obliged to pay for this additional work in accordance with the agreed rate. CTL is not obliged to comply with this request and can require the client to conclude a separate agreement for this and/or refer it to an authorized third party.

2. If the additional work is the result of negligence on the part of CTL, has made an incorrect estimate or could have reasonably foreseen the work in question, these costs will not be passed on to the client.

Article 11 – Prices and payment

1. All prices are in principle inclusive of turnover tax (VAT), unless otherwise agreed.
2. CTL performs its services in accordance with the agreed rate. The Client, being a consumer, is obliged to pay the agreed price prior to the service. The client, being a company, has the option to pay the agreed price afterwards with due observance of a payment term of 7 days.
3. Travel time on behalf of the client and costs related to travel will be passed on to the client.
4. The client is obliged to fully reimburse the costs of third parties, which are deployed by CTL after the client's approval, unless expressly agreed otherwise.
5. The parties can agree that the client must pay an advance. If an advance has been agreed, the client must pay the advance before a start is made with the performance of the service.
6. The Client cannot derive any rights or expectations from a budget issued in advance unless the parties have expressly agreed otherwise.
7. CTL is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the agreement are only possible if and insofar as they are expressly recorded in the agreement.
8. The Client must pay these costs at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of CTL made known to it.
9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation, or request for payment towards the client, the payment and all other obligations of the client under the agreement will become immediately due and payable.

Article 12 – Collection Policy

1. If the client does not meet its payment obligation and has not fulfilled its obligation within the specified payment term of 7 days, the client is a company in default by operation of law. The client, being a consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to still meet the payment obligation, including a statement of the extrajudicial costs if the consumer does not meet its obligations within that period, before falls into default.
2. From the date that the client is in default, CTL will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for the extrajudicial costs in accordance with article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision. compensation for extrajudicial collection costs from 1 July 2012.
3. If CTL has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The full legal and execution costs incurred are also for the account of the client.

Article 13 - Cancellation and payment conditions

For the purpose of this provision, cancellation is understood to mean the possibility for the client to free itself from the agreement without any shortcomings on the part of CTL.

1. Cancellation arrangement for services at the client's location: in the event of cancellation before the execution date or before the start of the service, the client is obliged to reimburse 100% of the price of the first scheduled test day. The follow-up days will be reimbursed for at least 85% of the number of available places on the schedule. For example: suppose a test day has a total of 22 available places, then the first test day will be reimbursed for 22 places. The second and subsequent test days are reimbursed for at least 19 places.

2. Cancellation scheme for services on location of CTL:

2.1 In the event of cancellation more than 1 month before the time at which the first service should be provided, the client is not obliged to pay any compensation to CTL.

2.2. In the event of cancellation between 10 and 20 working days before the start of the service, the client is obliged to reimburse CTL 10% of the value of the service(s) as stated in the agreement.

2.3. In the event of cancellation between 5 and 10 working days before the start of the service, the client is obliged to pay 25% of the value of the service(s) as stated in the agreement to CTL.

2.4. In the event of cancellation between 3 and 5 working days before the start of the service, the client is obliged to reimburse CTL 50% of the value of the service(s) as stated in the agreement.

2.5. In the event of cancellation within 48 hours before the start of the service, the client is obliged to reimburse CTL 100% of the value of the service(s) as stated in the agreement.

3. Cancellation must be made in writing or electronically (by e-mail). If not canceled in this way, no refund will be made, not even if the client does not use the services.

4. The Client has the right to let another participant participate in his place, provided he meets the profile set by CTL. If the client cannot allow another participant to take his place, the cancellation policy as mentioned above applies.

5. The above arrangements apply regardless of the reason for cancellation of the service.

Article 14 – Privacy, data processing and security

1. CTL handles the (personal) data of the client with care and will only use it in accordance with the applicable standards. If requested, CTL will inform the data subject about this.

2. The Client itself is responsible for the processing of data that are processed using a service of CTL. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the client indemnifies CTL against any (legal) claim related to this data or the execution of the agreement.

3. If CTL is required to provide information security under the agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 15 – Suspension and dissolution

1. CTL has the right to keep the data, data files and more it has received or realized by it if the client has not yet (fully) fulfilled its payment obligations. This right remains in full force if a reason for CTL is justified, which justifies suspension in that case.

2. CTL is authorized to suspend the fulfillment of the obligations resting on it as soon as the client is in default with the fulfillment of any obligations arising from the agreement. commitment, including late payment of its invoices. The suspension will be immediately communicated to the client in writing or orally.

3. In that case, CTL is not liable for damage, for whatever reason, as a result of the suspension of its activities.

4. The suspension (and/or dissolution) does not affect the payment obligations of the client for work already performed. In addition, the client is obliged to compensate CTL for any financial loss that CTL suffers as a result of the client's default.

Article 16 – Force majeure

1. CTL is not liable if it is unable to fulfill its obligations under the agreement as a result of a force majeure situation.

2. Force majeure on the part of CTL in any case includes, but is not limited to:

- i. force majeure of CTL's suppliers;
- ii. failure to properly comply with obligations of suppliers prescribed or recommended to CTL by the client or its third parties;
- iii. defective software or any third parties involved in the performance of the service;
- iv. government measures (due to a pandemic or epidemic);
- v. breakdown of electricity, internet, data network and/or telecommunication facilities;
- vi. illness of employees of CTL or advisors engaged by it; and
- vii. other situations that, in the opinion of CTL, fall outside its sphere of influence that the temporarily or permanently prevent the fulfillment of its obligations.

3. In case of force majeure, both parties have the right to dissolve the agreement in whole or in part. In that case, all costs incurred before the dissolution of the agreement will be paid by the client. CTL is not obliged to compensate Client for any losses caused by such withdrawal.

Article 17 – Limitation of liability

1. If any result laid down in the agreement is not achieved, a shortcoming on the part of CTL will only be deemed to exist if CTL has expressly promised this result when accepting the agreement.

2. In the event of an attributable shortcoming on the part of CTL, CTL is only obliged to pay any

compensation if the client has given CTL notice of default within 14 days after discovery of the shortcoming and CTL has subsequently failed to rectify this shortcoming within a reasonable period of time. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming, so that CTL is able to respond adequately.

3. If the provision of services by CTL leads to liability on the part of CTL, that liability is limited to the total amount invoiced in the context of the agreement, but only with regard to the direct damage suffered by the client, unless the damage is the result of intent or recklessness bordering on intent on the part of CTL. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability and the method of repair.

4. CTL expressly excludes all liability for consequential damages. CTL is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, lost savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.

5. The client indemnifies CTL against all claims by third parties as a result of a defect as a result of a service provided by the client to a third party and which partly consisted of services provided by CTL, unless the client can demonstrate that the damage was solely caused by the service from CTL.

6. Any advice provided by CTL, based on information that is incomplete and/or incorrectly provided by the client, is never a ground for liability on the part of CTL.

7. The content of the advice provided by CTL is not binding and only advisory in nature. The Client decides itself and under its own responsibility whether it will follow the proposals and advice of CTL mentioned herein. All consequences arising from the follow-up of the advice are for the account and risk of the client. The Client is at all times free to make its own choices that deviate from the advice provided by CTL. CTL is not bound by any form of refund if this is the case.

8. If a third party is engaged by or on behalf of the client, CTL is never liable for the actions of the third party engaged by the client, nor for the processing of results (of advice prepared) by the third party engaged by the client in CTL's own advice.

9. CTL does not guarantee that the results of the service provided are reliable at all times.

10. CTL does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of CTL, nor for the timely receipt thereof.

11. All claims of the client due to shortcomings on the part of CTL will lapse if these have not been reported to CTL in writing and with reasons within one year after the client was aware or could reasonably have been aware of the facts on which it bases its claims. CTL's liability lapses one year after the termination of the agreement between the parties.

Article 18 – Confidentiality

1. CTL and the client undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information in question is already public/commonly

known, the information is not confidential and/or the information was not disclosed to CTL during the contract with the client and/or was obtained by CTL in some other way.

2. In particular, the secrecy pertains to results, advice, reports, designs, working methods and/or reporting on the client's assignment drawn up by CTL. The client is expressly prohibited from sharing the content thereof with (unauthorized) third parties. Furthermore, CTL always exercises the required care in dealing with all business-sensitive information provided by the client.

3. If CTL is obliged on the basis of a legal provision or a court decision to provide the confidential information to the law or competent court or third party indicated, such as the Municipal Health Service (GGD), and CTL cannot invoke a right of nondisclosure, CTL is not obliged to pay any compensation and does not give the client any ground for dissolution of the agreement.

4. The transfer or dissemination of information to third parties and/or publication of statements, advice or productions provided by CTL to third parties requires the written permission of CTL, unless such permission has been expressly agreed in advance. The Client shall indemnify CTL against all claims by such third parties as a result of reliance on such information disseminated without CTL's written consent.

5. CTL and the client also impose the confidentiality obligation on the third parties to be engaged by them.

Article 19 – Indemnification and correctness of information

1. The Client itself is responsible for the correctness, reliability and completeness of all data, information, documents and/or documents, in whatever form, that it provides to CTL in the context of an agreement, as well as for the data that it provides from third parties. has obtained and which have been provided to CTL for the performance of the service.

2. The Client indemnifies CTL against any liability as a result of failure to fulfill its obligations, or failure to do so on time, with regard to the timely provision of all correct, reliable and complete data, information, documents and/or records.

3. The client indemnifies CTL against all claims from the client and third parties engaged by it or working under it, as well as from clients of the client, based on the failure to obtain (timely) any subsidies and/or permissions required in the context of the execution of the agreement.

4. The client indemnifies CTL against all third-party claims arising from the work performed for the client, including but not limited to intellectual property rights on the data and information provided by the client that can be used in the performance of the agreement and/or the acts or omissions of the client towards third parties.

5. If the client provides CTL with electronic files, software or information carriers, the client guarantees that these are free of viruses and defects.

Article 20 – Complaints

1. If the client is not satisfied with the service provided by CTL or otherwise has complaints about the execution of its assignment, the client is obliged to report these complaints as soon

as possible, but no later than 7 days after the relevant reason that led to the complaint. .
Complaints must be reported electronically (by e-mail) to info@covidtestloket.nl with the subject “complaint”.

2. The complaint must be sufficiently substantiated and/or explained by the client, so that CTL can handle the complaint.

3. CTL will respond substantively to the complaint as soon as possible, but no later than 7 days after receipt of the complaint.

4. The parties will try to reach a solution together.

Article 21 – Applicable law

1. Dutch law applies to the legal relationship between CTL and the client.

2. CTL has the right to change these general terms and conditions and will inform the client thereof.

3. In the event of translations of these general terms and conditions, the Dutch version shall prevail.

4. All disputes arising from or as a result of the agreement between CTL and the client will be settled by the competent court of the Amsterdam District Court, unless mandatory provisions designate another competent court.