

General Terms & Conditions Experts Empowr Holding B.V.

1. GENERAL

- 1.1 These General Terms and Conditions Expert (hereinafter referred to as “**General Terms**”) apply to all agreements between Empowr Holding B.V., Chamber of Commerce number 85051829 (hereinafter referred to as “**Empowr**”) and the party that has entered into an agreement with Empowr in order to offer mental health and/or well-being services on the Platform to Employees (hereinafter referred to as “**Expert**”).

2. DEFINITIONS

Agreement	The platform agreement between Empowr and Expert.
Employee	An employee of Employer, who is granted access to the Platform
Employer	An employer who has an agreement with Empowr, in order to grant one or more Employees access to the Platform.
Expert	A party that enters into an Agreement with Empowr in order to allow that party to offer Partner Services on the Platform to Employees.
Expert ID	Every unique number that is linked to an Expert.
Expert Account	The account created by Expert to get access to the Platform.
General Terms and Conditions	These General Terms and Conditions Expert.
Platform	The digital space accessible to Employees where Experts can offer Partner Services to Employees. Accessible upon logging in at www.empowr.nl .
Empowr	Empowr Holding B.V. and any legal successor thereof.
Parties	Empowr and Expert.
Partner Services	The mental health and/or well-being services and products the Expert may offer on the Platform, as specified in the Agreement.
Payment Services	The services that Empowr provides to the Expert, the Employer and Employee with regard to paying the invoices Expert sends to Empowr for the Partner Services that are/shall be provided by the Expert based on a Service Agreement.
Product ID	Every unique number that is linked to each Partner Service an Expert provides.

Provision	The fee owed by Expert to Empowr per concluded Service Agreement as specified in the Agreement. The specific amount of the fee will be determined in the Agreement between Expert and Empowr. This can be a so-called flat-fee, or a percentage of the total price of the Service Agreement. The standard Provision is 20% on the net price agreed (excluding VAT) between Employee and Expert for Partner Services.
Service Agreement	An Agreement between Employee and Expert with regard to the delivery of Partner Services by an Expert to an Employee that has been concluded via the Platform.
to Terminate	To unilaterally end the Agreement via “opzeggen” or “ontbinden”.
Website	www.empowr.nl

3. EMPOWR. SERVICES

- 3.1 Empowr offers Expert access to and use of the Platform, on which the Expert can display the Partner Services it provides.
- 3.2 Empowr shall maintain the Platform.
- 3.3 Empowr shall facilitate that the first contact between Expert and Employee is established, by forwarding a Partner Service purchase request of an Employee to an Expert. Empowr can withhold on forwarding a Partner Service request if certain criteria (defined by the Employer) are not met.
- 3.4 Empowr facilitates the Payment Services.
- 3.5 Empowr shall invest its commercially reasonable efforts to perform its obligations related to the services as mentioned in this article. With regard to the access to and the maintenance of the Platform and the Website the latter shall apply. Empowr shall invest its commercially reasonable efforts to allow proper functioning of the Platform and Website to both Expert and Employees. Empowr cannot guarantee that the Platform and/or Website will be accessible at all times. Scheduled maintenance shall be announced on the Website and/or Platform in so far as possible. Unscheduled maintenance or malfunctions may cause temporary inaccessibility or poor functionality. Experts accepts this may be the case. Empowr shall never be liable for direct or indirect consequences for Expert with regard to the (mal)functioning of the Platform and/or Website.

4. EXPERT ACCOUNT

- 4.1 Every Expert receives an account for the platform upon signing Partnership Agreement
- 4.2 Registration as an Expert constitutes acceptance of the General Terms and Conditions Expert and the obligation to comply with the General Terms and Conditions Expert.

- 4.3 In order to act as an Expert, Expert must:
- (a) conclude a Partnership Agreement;
 - (b) have a valid VAT number;
 - (c) confirm to the acceptance of the General Terms and Conditions Expert;
- 4.4 After signing a Partnership Agreement, Expert is entitled to offer Partner Services to Employees on the Platform in accordance with the Partnership Agreement and the General Terms and Conditions Expert.
- 4.5 When Expert wants to change his profile details on the Expert Account, he can send the information to experts@empowr.nl. Changes shall be implemented within 5 working days after Empowr received the e-mail. Empowr is entitled to not implement a desired change of the information on the Expert Account.
- 4.6 Expert can change the Partner Services it offers on the Platform (within the scope as stated in article 5.1) by sending an e-mail to experts@empowr.nl. Changes shall be implemented within 5 working days after Empowr received the e-mail. Empowr is entitled to not implement a desired change to the Expert Services.
- 4.7 Expert is able to (temporarily) deactivate his Expert Account. Expert can do this by sending an e-mail to experts@empowr.nl stating the reasons for deactivation.
- 4.8 Expert is fully responsible for the use of the Expert Account and for those who gain access to the Expert Account at all times. At all times, Empowr has the right to, for her own reasons, suspend the use of the Expert Account by Expert in accordance with article 16.
- 4.9 Expert is at all times responsible for the correctness of the information in the Expert Account.
- 4.10 Empowr may at all times, without giving reasons, not issue an Expert Account to an Expert and/or set further requirements for the issuance of an Expert Account.

5. EXPERT OFFER

- 5.1 Expert is only allowed to offer such products/services on the Platform as have been priorly agreed on in writing by Empowr.
- 5.2 Empowr has sole authority to determine which product/service categories and/or subcategories may be offered on the Platform. Empowr is entitled to remove product/service categories, without Expert being able to assert any right against Empowr as a result. Empowr reserves the right, without giving reasons, to exclude, certain products or services from product/service categories or subcategories.
- 5.3 Empowr is entitled to no longer allow Expert to offer certain products or services on the Platform, stating the reasons thereof. Empowr may remove the offer of the relevant service or product itself.

- 5.4 Empowr is entitled not to include Expert's offer or certain information mentioned by Expert in relation to the offer on the Platform, or to remove it, if, in its opinion, it is not correct or misleading, or in violation of the General Terms and Conditions Expert or, in the opinion of Empowr, it may be detrimental to the good name of Empowr or third parties.
- 5.5 The price the Expert charges for a Partner Service on the Platform shall be equal to the price charged for that Partner Service on its own channels (including the Expert's own website). It is in no way allowed for Expert to have a lower price mentioned on their own channels in comparison to the Platform.
- 5.6 Empowr is entitled to display Expert logotype and trademark on its Website and on the Platform.
- 5.7 Expert shall hyperlink to the website of Empowr (www.empowr.nl) on their own channels (including the Expert's own website and their LinkedIn page).

6. RELATION WITH THE EMPLOYEE, FORMATION AND EXECUTION OF THE SERVICE AGREEMENT.

- 6.1 An Employee can express its interest to purchase a Partner Service on the Platform. If certain conditions are met, Empowr will forward such a Partner Service purchase request to the Expert via e-mail. This e-mail contains the following information:
- (a) the name, e-mail address and telephone number of Employee;
 - (b) the Partner Service Employee wants to buy;
 - (c) if applicable) the desired (starting) date of the Partner Service;
 - (d) possible questions of Employee with regard to the Partner Service.
- 6.2 Within 48 hours after receiving the aforementioned e-mail, Expert will contact Employee in order to make final arrangements with regard to the scope and planning of the Partner Service. When Expert is not able to provide the Partner Service on the date(s) requested by Employee, Expert will suggest – if possible – one or two new data on which Expert is available to provide the Partner Service.
- 6.3 If Employee and Expert agree on the Partner Service, Expert will send an order confirmation to both Empowr (e-mail address bookings@empowr.nl) and Employee. In the future Expert might also inform Empowr of an order confirmation via its Expert Account. By sending this order confirmation, the Service Agreement is concluded between Expert and Employee. Expert acknowledges that Empowr does not become a party to the Service Agreement.
- 6.4 Expert is responsible for proper fulfillment of the Service Agreement at its own risk and expense.
- 6.5 Expert indemnifies Empowr against any claim that an Employee might instigate against Empowr as a consequence of or in connection with the conclusion or execution of the Service Agreement.

- 6.6 All communication regarding the execution of a Service Agreement shall be directly between the Expert and the Employee.
- 6.7 In case a Service Agreement is (partially or in whole) canceled/annulled by Expert and/or Employee, Expert shall inform Empowr as soon as possible (e-mail address bookings@empowr.nl) of the (partial) ending of the Service Agreement, also clearly stating whether Employee owes any compensation under that Service Agreement to the Expert and, if so, to what amount.
- 6.8 Expert acknowledges and accepts that Employees can write reviews about Expert and put these reviews on the Platform. Empowr cannot exert influence on the reviews that are being written by Employees. Empowr shall not censor the reviews, unless (i) Expert proves that a review is not in accordance with the applicable legislation and regulations, public order and/or public morality, or unless (ii) it concerns a review about another Expert, contains personal data, is used to advertise another product or service, or is fraudulent. These kind of reviews shall be removed by Empowr as soon as she has knowledge of the review.
- 6.9 Expert is obliged to execute the Service Agreement in line with the applicable laws and regulations.
- 6.10 If Empowr receives 2 or more negative reviews and/or a Net Promoter Score (NPS) below 5 points regarding an Expert and the Partner Services offered by the Expert, Empowr reserves the right to Terminate the Agreement between Empowr and the Expert.

7. FEE AND PROVISION

- 7.1 Expert does not have to pay a fee to Empowr in order to get access to the Platform. This might change in the future. If that is the case, Expert shall be informed by Empowr at least one week before the introduction of the fee. If Empowr decides to introduce a so-called Expert fee, Expert is entitled to Terminate the Agreement with immediate effect. Empowr is not entitled to claim damages from Expert in such case.
- 7.2 Expert owes Empowr Provision for its services regarding the conclusion of Service Agreements and the performance of the Payment Services.

8. PAYMENT SERVICES

- 8.1 Empowr arranges the payment of the Expert for the Partner Services.
- 8.2 After the start of the execution of a Service Agreement – unless otherwise agreed to in writing –, Expert shall send an invoice via e-mail to bookings@empowr.nl. The invoice must contain:
- (a) the total fee agreed between Expert and Employee for the Partner Services performed in accordance with the Service Agreement;
 - (b) the Provision Expert owes to Empowr with regard to the invoiced Partner Service(s);
 - (c) the Expert ID;

- (d) bank details of Expert;
 - (e) Product ID;
 - (f) and if applicable, the starting date and ending date of the Partner Service.
- 8.3 Expert guarantees that the information provided by it as mentioned in clause 8.2 is complete and correct.
- 8.4 Empowr shall pay the invoice to Expert within 30 days after receiving it by transfer to the bank account specified by Expert, minus the Provision, which will be set off against the invoiced amount.
- 8.5 Partner is not allowed to send an invoice for the Partner Services directly to Employee and/or Employer. Furthermore, Expert is not allowed to receive and accept money from Employee and/or Employer related in any way to a Service Agreement. In case Employer and/or Employee pays directly to Expert related to a Service Agreement, Expert shall transfer the money back as soon as possible.
- 8.6 Empowr is entitled to suspend her obligation to pay the invoices send by Expert to Empowr, in case Empowr considers this (at her discretion) necessary to protect the Platform, Employees, Employers and/or other third parties, or if there is a suspicion that Expert acts in violation of the General Terms and Conditions Expert, including but not limited to, the situation where there are indications that Partner Services that are invoiced by Expert are or shall not be provided.

9. WARRANTIES, OBLIGATIONS EXPERT AND INDEMNIFICATIONS

- 9.1 Expert declares and warrants that he is entitled to accept, comply with and grant the rights he hereby confers.
- 9.2 Expert warrants that:
- (a) the Partner Services provided on the Platform are line with all applicable laws and regulations;
 - (b) the Partner Services and if applicable information provided do not infringe any other rights (amongst others, but not limited to, intellectual property);
 - (c) the actions of Expert and the Partner Services provided do not damage the reputation and/or image of Empowr, the Website or the Platform.
 - (d) he acts in line with the General Terms and Conditions Expert and the applicable laws and regulations;
 - (e) the Partner Services provided do not instigate, contribute, encourage or give instructions for committing terrorist crimes or promote participation in the activities of a terrorist group;
 - (f) all information provided by Expert (amongst others information included in the Expert Account) is correct and accurate;
 - (g) he acts in conformity with all instructions and guidelines of Empowr with regard to the use of the Platform.

- 9.3 Expert indemnifies Empowr against any claim against Empowr as a consequence of not fulfilling the warranties as stated in this article.
- 9.4 Expert is fully responsible and liable for the use of the Expert Account and the Platform.
- 9.5 Expert indemnifies Empowr for all damages and/or costs of whatever nature resulting from the non-compliance of one or multiple articles of the General Terms and Conditions Expert.
- 9.6 Expert undertakes to fully comply with all applicable privacy laws and regulations, amongst others but not limited to the General Data Protection Regulation (GDPR) while performing all kinds of activities under the Agreement. Partner indemnifies Empowr for all damages and/or costs of whatever nature in this respect.

10. LIABILITY AND INDEMNIFICATION

- 10.1 Unless it involves willful misconduct or gross negligence of managing employees of Empowr, Empowr is not liable for any damages and/or costs of whatever nature of Expert in relation to the Agreement, use of the Platform and use of the Expert Account, amongst others but not limited to lost profits or sales and damages and costs as a result of malfunctioning of the Platform, Website or technical faults.
- 10.2 To the extent the limitation of liability as stated in article 10 is not upheld in court, the following shall apply.
- 10.3 Empowr shall solely be liable for direct damages or costs of Expert
- 10.4 Empowr shall under no circumstances be liable for any kind of indirect damages, irrespective of the ground (including tort). Indirect damages include amongst others: damage based upon lost goodwill, lost sales, profit or turnover, lost savings and whether arising out of or in connection with breach of contract, misrepresentation, negligence or otherwise.
- 10.5 Empowr will never be liable for damage of whatever nature occurring, arising out of or in connection with inaccurate and/or incomplete information provided by or on behalf of Expert.
- 10.6 Without prejudice to the preceding, Empowr will never be liable for damage caused by ancillary persons nor damage occurring to third parties or to goods of third parties.
- 10.7 Any liability of Empowr, however named and on any whatever account for damages, costs or otherwise shall be limited to (whereby an interrelated series of events counts as a single occurrence) to and shall under no circumstance exceed € 500, and shall be limited to a maximum of € 2.000 for all claims combined in relation to the Agreement.
- 10.8 Expert indemnifies Empowr against any claim (in or out of court) and all cost arising thereof made against Empowr by an Employer or an Employee in so far as that claims relates to the (non)performance of a Service Agreement.

11. FORCE MAJEURE AND UNFORSEEN CIRCUMSTANCES

- 11.1 Any failure in (timely) performing any obligation towards Expert, cannot be attributed to Empowr (in the sense of article 6:75 DCC), if it is caused by any circumstance beyond its reasonable control, including, without limitation, power and/or internet failure, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, hacking, accident, (governmental measures in relation to a) epidemic/pandemic, strike, lockout, slowdown, labor disturbances, (commercial or factual) difficulty in obtaining necessary labor or raw materials, lack of or failure of transportation, breakdown of essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors, default of any contracting party of Empowr including the Employers or Employees (“Force Majeure”).
- 11.2 In case of unforeseen circumstances that lead to Expert not being able to reasonably expect (unchanged) fulfillment of the Agreement from Empowr, Empowr is authorized to suspend fulfillment of its obligations. If this situation (is expected to) last(s) longer than four weeks, Empowr is authorized to Terminate the Agreement, without being held to pay any damages to Expert.

12. DATA

- 12.1 By creating the Expert Account, Empowr gains access to the business details entered by Expert and Empowr shall collect data regarding the product/service categories offered as Partner Service, which includes the price and the Partner Service information.
- 12.2 Expert has access to his own data, including business details, information on the product/service categories offered as Partner Service. Expert does not have access to data from other Experts.

13. PRIVACY

- 13.1 Except to the extent otherwise permitted by law, Empowr will process the personal data of Expert as described in the applicable privacy statement. Expert represents and warrants that it has received and provided all consent and notices required under the applicable law and regulations.
- 13.2 Expert shall inform the Employees correctly about the use of their personal data by Expert at the time of the first communication to the respective Employee.
- 13.3 If any information provided by Expert to Empowr in any way contains personal data, Expert shall ensure and warrants that this personal data is accurate and is collected and further provided to Empowr in accordance with the requirements laid down in the law and regulations regarding data protection, such as the General Data Protection Regulation (EU) 2016/679.
- 13.4 Both Parties ensure that they are in full compliance with their respective obligations under the applicable law and regulations regarding data protection, such as the General Data Protection Regulation (EU) 2016/679.

14. INTELLECTUAL PROPERTY

- 14.1 To the extent that Expert provides, posts or submits any content or data to the Platform or the Website, Expert represents and warrants that such data is correct and that it owns or is otherwise entitled to post and submit said content on the Platform or the Website.
- 14.2 Expert represents and warrants that any content or data posted or submitted to the Platform or the Website does not infringe upon any third party's intellectual property rights and shall indemnify Empowr for all claims resulting from such content or data.
- 14.3 By posting or submitting content on the Platform or the Website, Expert grants Empowr a non-exclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media for any purpose.

15. CLASSIFICATION

- 15.1 Expert are classified on the Platform on the basis of the parameter random shuffle.

16. SUSPENSION AND TERMINATION EXPERT ACCOUNT

- 16.1 Stating reasons, Empowr can always block, suspend or Terminate an Expert Account. This can for example be done if Empowr suspects that there is acting in breach of one or multiple conditions of the Agreement and/or General Terms and Conditions Expert, there is evidence of fraud, there is breach of intellectual property rights of Empowr or any other third parties, the usage of the Expert Account disrupts the proper functioning of the Website, the Platform or can be harmful (in the opinion of Empowr) to Empowr's good name or the good name of other third parties.
- 16.2 When Empowr decides to Terminate the Expert Account, Empowr will take into consideration a period of notice of at least 14 days, with the exception of the situation explained in article 16.3.
- 16.3 Empowr can decide to immediately Terminate the Expert account in case:
- (a) Empowr is obliged by law to Terminate the Agreement;
 - (b) of a compelling reason (under Dutch law, resulting from Union law);
 - (c) Expert has repeatedly breached the terms of the General Terms and Conditions Expert.
- 16.4 Expert is entitled to Terminate its Expert account at all times by sending an e-mail to experts@empowr.nl (at least) 14 days before the desired termination date.
- 16.5 Expert cannot claim any damages of Empowr in case of Termination of the Expert Account by Empowr. Expert hereby relinquishes the right to compensation of any costs or damages.

- 16.6 Termination of the Expert Account means that the Agreement will be Terminated simultaneously.
- 16.7 Termination of the Agreement shall not lead to any undoing commitments (art.6:271 DCC).
- 16.8 Termination of the Agreement is of no consequence to the Service Agreements that were concluded prior to the ending of the Agreement. Expert is held to perform all of its obligations under those Service Agreements.
- 16.9 All information and data provided by Expert to Empowr will be held by Empowr, regardless of whether the Expert Account is still active or is suspended or Terminated.

17. WAIVER

- 17.1 Failure by Empowr to enforce at any time any provision of the General Terms and Conditions Expert shall not be construed as a waiver of Empowr her right to act or to enforce any such term or conditions and Empowr her rights shall not be affected by any delay, failure, or omission to enforce any such provision. No waiver by Empowr of any breach of Expert his obligations shall constitute a waiver of any other prior or subsequent breach.

18. FORFEITURE OF RIGHTS

- 18.1 Notwithstanding the statutory due dates, any claim of Expert against Empowr shall in any event expire by the lapse of one year from the time the service has been performed by Expert to which the complaint/claim relates.

19. LANGUAGE

- 19.1 The original version of the General Terms and Conditions Expert is made in the English language. In the event of any inconsistency or contradiction between the English version and any translation thereof, the English version shall prevail.

20. MISCELLANEOUS

- 20.1 Without prior written consent of Empowr, Expert is not entitled to transfer his rights and/or obligations under the Agreement in whole or in part to a third party.
- 20.2 All agreements are accepted and executed by Empowr exclusively with the exclusion of articles 7:404, 7:407(d) and 7:408(1) Dutch Civil Code (Nederlands Burgerlijk Wetboek).
- 20.3 Amendments to the Agreement are only valid in case they are confirmed in writing by the Parties.
- 20.4 Empowr and Expert are independent contractors, and the relationship created hereby shall not be deemed that of principal and agent. Expert indemnifies Empowr for any damage and/or costs of whatever nature resulting from non-compliance with this article.

- 20.5 In case Expert discovers a defect, Expert has to complain about the defect in writing to Empowr within 7 days after discovery of the defect, in the absence of which Expert loses all his rights and powers which he would have been able to exert (under the law or agreement) regarding the defect.
- 20.6 Empowr may change the General Terms and Conditions Expert at any time. Empowr shall inform Expert about 14-days prior to the entry into force of the amended General Terms and Conditions Expert, or any period as Empowr deems reasonable for Expert to make technical and/or commercial adjustments. During this period, Expert may Terminate the Agreement and thus Terminate the Expert Account as a result of the proposed changes, by sending an e-mail to experts@empowr.nl. The changes will not enter into force before the expiry of the aforementioned period. If an Expert continues to use its Expert Account after notification of the amended General Terms and Conditions Expert, he thereby accepts the applicability of the amended General Terms and Conditions Expert and thus loses its right to Terminate the Agreement (and Expert Account). Empowr therefore advises Expert to read the amended General Terms and Conditions Expert before using the Expert Account. There is one exception to this rule, when the notice period is longer than 14 days because of the fact that the changes to the General Terms and Conditions Expert require Expert to implement substantial technical adjustments to his Partner Services, Empowr may not automatically assume that Expert relinquishes his right to invoke the notice period when an Expert offers new Partner Services on the Platform.
- 20.7 The 14-day period does not apply if Empowr amends the General Terms and Conditions Expert (i) on the basis of a legal obligation (ii) or in order to deal with an unforeseen imminent danger in connection with protection against fraud, malware, spam, privacy breaches and misuse of personal data or in risks related to cyber security. The amended General Terms and Conditions Expert will enter into force immediately upon notification and publication.
- 20.8 Should any provision of the General Terms and Conditions Expert be in conflict with applicable law, that provision shall be amended so as to be in conformity with applicable law, as far as possible taking into account the scope of the relevant provision.

The latest changes to these General Terms and Conditions Experts were made on April 1, 2024.