

GENERAL TERMS AND CONDITIONS PARTNER

1. GENERAL

- 1.1 These general terms and conditions Partner (hereinafter referred to as “**General Terms**”) apply to all agreements between Oopkop 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 services on the Marketplace to Employees (hereinafter referred to as “**Partner**”).

2. DEFINITIONS

Agreement	The platform agreement between Empowr and Partner.
Employee	An employee of Employer, who is granted access to the Marketplace by Empowr.
Employer	An employer who has an agreement with Empowr, in order to grant one or more Employees access to the Marketplace.
General Terms and Conditions Partner	These General Terms and Conditions Partner.
Marketplace	The online environment where Partners can offer Partner Services to Employees. The Marketplace is a part of the Platform to which access gets unlocked to Employees.
Empowr	Oopkop Holding B.V. and any legal successor thereof.
Parties	Empowr and Partner.
Partner	A party that enters into an Agreement with Empowr in order to allow that party to offer Partner Services on the Marketplace to Employees.
Partner ID	Every unique number that is linked to a Partner.
Partner Account	The account created by Partner to get access to the Marketplace.
Partner Services	The mental health services and products the Partner may offer on the Marketplace, as specified in the Agreement.
Payment Services	The services that Empowr provides to the Partner, the Employer and Employee with regard to paying the invoices Partner sends to Empowr for the Partner Services that are/shall be provided by the Partner based on a Service Agreement.

Product ID	Every unique number that is linked to each Partner Service a Partner provides.
Provision	The fee owed by Partner to Empowr per concluded Service Agreement as specified in the Agreement.
Service Agreement	An Agreement between Employee and Partner with regard to the delivery of Partner Services by a Partner to an Employee that has been concluded via the Marketplace.
to Terminate	To unilaterally end the Agreement via “ <i>opzeggen</i> ” or “ <i>ontbinden</i> ”.
Website	www.empowr.nl

3. Empowr SERVICES

- 3.1 Empowr offers Partner access to and use of the Marketplace, on which the Partner can display the Partner Services it provides.
- 3.2 Empowr shall maintain the Marketplace.
- 3.3 Empowr shall facilitate that the first contact between Partner and Employee is established, by forwarding a Partner Service purchase request of an Employee to a Partner. 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 it’s 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 Marketplace and the Website the latter shall apply. Empowr shall invest its commercially reasonable efforts to allow proper functioning of the Marketplace and Website to both Partner and Employees. Empowr cannot guarantee that the Marketplace and/or Website will be accessible at all times. Scheduled maintenance shall be announced on the Website and/or Marketplace in so far as possible. Unscheduled maintenance or malfunctions may cause temporary inaccessibility or poor functionality. Partner accepts this may be the case. Empowr shall never be liable for direct or indirect consequences for Partner with regard to the (mal)functioning of the Marketplace and/or Website.

4. PARTNER ACCOUNT

- 4.1 Every Partner must create a Partner Account before he gets access to the Marketplace so that he can offer and sell Partner Services on the Marketplace.
- 4.2 Registration as a Partner constitutes acceptance of the General Terms and Conditions Partner and the obligation to comply with the General Terms and Conditions Partner.

- 4.3 In order to act as a Partner, Partner must:
- (a) conclude a Partner Agreement;
 - (b) have a valid VAT number;
 - (c) have created a Partner Account;
 - (d) confirm to the acceptance of the General Terms and Conditions Partner;
- 4.4 After creating the Partner Account, Partner is entitled to offer Partner Services to Employees on the Marketplace in accordance with the Partner Agreement and the General Terms and Conditions Partner.
- 4.5 When Partner wants to change his profile details on the Partner Account, he can send the information to info@empowr.nl or change it in the Partner Account. 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 Partner Account.
- 4.6 Partner can change the Partner Services it offers on the Marketplace (within the scope as stated in article 5.1) by sending an e-mail to info@empowr.nl or change it in its Partner Account. Changes shall be implemented within 5 working days after Empowr received the e-mail. OOPKP is entitled to not implement a desired change to the Partner Services.
- 4.7 Partner is able to (temporarily) deactivate his Partner Account. Partner can do this by sending an e-mail to info@empowr.nl stating the reasons for deactivation.
- 4.8 Partner is fully responsible for the use of the Partner Account and for those who gain access to the Partner Account at all times. At all times, Empowr has the right to, for her own reasons, suspend the use of the Partner Account by Partner in accordance with article 16.
- 4.9 Partner is at all times responsible for the correctness of the information in the Partner Account.
- 4.10 Empowr may at all times, without giving reasons, not issue a Partner Account to a Partner and/or set further requirements for the issuance of a Partner Account.
- 5. PARTNER OFFER**
- 5.1 Partner is only allowed to offer such products/services on the Marketplace 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 Marketplace. Empowr is entitled to remove product/service categories, without Partner 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 Partner to offer certain products or services on the Marketplace, stating the reasons thereof. Partner shall cease and desist offering the relevant product or service with immediate effect. If Partner does not comply, Empowr may remove the offer of the relevant service or product itself.
- 5.4 Empowr is entitled not to include Partner's offer or certain information mentioned by Partner in relation to the offer on the Marketplace, or to remove it, if, in its opinion, it is not correct or misleading, or in violation of the General Terms and Conditions Partner or, in the opinion of Empowr, it may be detrimental to the good name of Empowr or third parties.
- 5.5 The price the Partner charges for a Partner Service on the Marketplace shall be equal to the price charged for that Partner Service on its own channels (including the Partners own website).
- 5.6 Empowr is entitled to display Partners logotype and trademark on its Website and on the Marketplace.

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 Marketplace. If certain conditions are met, Empowr will forward such a Partner Service purchase request to the Partner 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, Partner will contact Employee in order to make final arrangements with regard to the scope and planning of the Partner Service. When Partner is not able to provide the Partner Service on the date(s) requested by Employee, Partner will suggest - if possible - one or two new data on which Partner is available to provide the Partner Service.
- 6.3 If Employee and Partner agree on the Partner Service, Partner will send an order confirmation to both Empowr (e-mail address info@empowr.nl) and Employee. In the future Partner might also inform Empowr of an order confirmation via its Partner Account. By sending this order confirmation, the Service Agreement is concluded between Partner and Employee. Partner acknowledges that Empowr does not become a party to the Service Agreement.
- 6.4 Partner is responsible for proper fulfillment of the Service Agreement at its own risk and expense.

- 6.5 Partner 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 Partner and the Employee.
- 6.7 In case a Service Agreement is (partially or in whole) cancelled/annulled by Partner and/or Employee, Partner shall inform Empowr as soon as possible (e-mail address info@empowr.nl) of the (partial) ending of the Service Agreement, also clearly stating whether Employee owes any compensation under that Service Agreement to the Partner and, if so, to what amount.
- 6.8 Partner acknowledges and accepts that Employees can write reviews about Partner and put these reviews on the Marketplace. Empowr cannot exert influence on the reviews that are being written by Employees. Empowr shall not censor the reviews, unless (i) Partner 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 Partner, 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 Partner is obliged to execute the Service Agreement in line with the applicable laws and regulations.

7. FEE AND PROVISION

- 7.1 Partner does not have to pay a fee to Empowr in order to get access to the Marketplace. This might change in the future. If that is the case, Partner shall be informed by Empowr at least one week before the introduction of the fee. If Empowr decides to introduce a so-called Partner fee, Partner is entitled to Terminate the Agreement with immediate effect. Empowr is not entitled to claim damages from Partner in such case.
- 7.2 Partner 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 Partner for the Partner Services.
- 8.2 After the start of the execution of a Service Agreement - unless otherwise agreed to in writing -, Partner shall send an invoice via e-mail to info@empowr.nl. The invoice must contain:

- (a) the total fee agreed between Partner and Employee for the Partner Services performed in accordance with the Service Agreement;
- (b) the Provision Partner owes to Empowr with regard to the invoiced Partner Service(s);
- (c) the Partner ID;
- (d) bank details of Partner;
- (e) Product ID;
- (f) and if applicable, the starting date and ending date of the Partner Service.

8.3 Partner 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 Partner within 30 days after receiving it by transfer to the bank account specified by Partner, 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 Partner 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 Partner related to a Service Agreement, Partner shall transfer the money back as soon as possible.

8.6 Empowr is entitled to suspend her obligation to pay the invoices send by Partner to Empowr, in case Empowr considers this (at her discretion) necessary to protect the Marketplace, Employees, Employers and/or other third parties, or if there is a suspicion that Partner acts in violation of the General Terms and Conditions Partner, including but not limited to, the situation where there are indications that Partner Services that are invoiced by Partner are or shall not be provided.

9. WARRANTIES, OBLIGATIONS PARTNER AND INDEMNIFICATIONS

9.1 Partner declares and warrants that he is entitled to accept, comply with and grant the rights he hereby confers.

9.2 Partner warrants that:

- (a) the Partner Services provided on the Marketplace 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 Partner and the Partner Services provided do not damage the reputation and/or image of Empowr, the Website, the Platform or the Marketplace;

- (d) he acts in line with the General Terms and Conditions Partner 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 Partner (amongst others information included in the Partner Account) is correct and accurate;
- (g) he acts in conformity with all instructions and guidelines of Empowr with regard to the use of the Marketplace.

9.3 Partner indemnifies Empowr against any claim against Empowr as a consequence of not fulfilling the warranties as stated in this article.

9.4 Partner is fully responsible and liable for the use of the Partner Account and the Marketplace.

9.5 Partner 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 Partner.

9.6 Partner 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 Partner in relation to the Agreement, use of the Marketplace and use of the Partner Account, amongst others but not limited to lost profits or sales and damages and costs as a result of malfunctioning of the Marketplace, 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 Partner.

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 Partner.

- 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 Partner 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 Partner, 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 Partner 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 Partner.

12. DATA

- 12.1 By creating the Partner Account, Empowr gains access to the business details entered by Partner 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 Partner has access to his own data, including business details, information on the product/service categories offered as Partner Service. Partner does not have access to data from other Partners.

13. PRIVACY

- 13.1 Except to the extent otherwise permitted by law, Empowr will process the personal data of Partner as described in the applicable privacy statement. Partner represents and warrants that it has received and provided all consent and notices required under the applicable law and regulations.

13.2 Partner shall inform the Employees correctly about the use of their personal data by Partner at the time of the first communication to the respective Employee.

13.3 If any information provided by Partner to Empowr in any way contains personal data, Partner 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 Partner provides, posts or submits any content or data to the Platform or the Website, Partner 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 Partner 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, Partner 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 Partners are classified on the Marketplace on the basis of the parameter random shuffle.

15.2 Furthermore, new Partners are highlighted during the first 90 days on the Marketplace in a separate area.

16. SUSPENSION AND TERMINATION PARTNER ACCOUNT

16.1 Stating reasons, Empowr can always block, suspend or Terminate a Partner 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 Partner, there is evidence of fraud, there is breach of intellectual property rights of Empowr or any other third parties, the usage of the Partner Account disrupts the proper functioning of the Website, the Platform and/or the Marketplace 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 Partner Account, Empowr will take into consideration a period of notice of at least 30 days, with the exception of the situation explained in article 16.3.

- 16.3 Empowr can decide to immediately Terminate the Partner 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) Partner has repeatedly breached the terms of the General Terms and Conditions Partner.
- 16.4 Partner is entitled to Terminate its Partner account at all times by sending an e-mail to info@empowr.nl (at least) 30 days before the desired termination date.
- 16.5 Partner cannot claim any damages of Empowr in case of Termination of the Partner Account by Empowr. Partner hereby relinquishes the right to compensation of any costs or damages.
- 16.6 Termination of the Partner 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. Partner is held to perform all of its obligations under those Service Agreements.
- 16.9 All information and data provided by Partner to Empowr will be held by Empowr, regardless of whether the Partner 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 Partner 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 Partner 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 Partner against Empowr shall in any event expire by the lapse of one year from the time the service has been performed by Partner to which the complaint/claim relates.
- 19. LANGUAGE**
- 19.1 The original version of the General Terms and Conditions Partner 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, Partner 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 Partner are independent contractors, and the relationship created hereby shall not be deemed that of principal and agent. Partner indemnifies Empowr for any damage and/or costs of whatever nature resulting from non-compliance with this article.
- 20.5 In case Partner discovers a defect, Partner has to complain about the defect in writing to Empowr within 7 days after discovery of the defect, in the absence of which Partner 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 Partner at any time. Empowr shall inform Partner about this 15 days prior to the entry into force of the amended General Terms and Conditions Partner, or such longer period as Empowr deems reasonable for Partner to make technical and/or commercial adjustments. During this period, Partner may Terminate the Agreement and thus Terminate the Partner Account as a result of the proposed changes, by sending an e-mail to info@empowr.nl. The changes will not enter into force before the expiry of the aforementioned period of at least 15 days. If a Partner continues to use its Partner Account after notification of the amended General Terms and Conditions Partner, he thereby accepts the applicability of the amended general terms and conditions partner and thus loses its right to Terminate the Agreement (and Partner Account). Empowr therefore advises Partner to read the amended general terms and conditions partner before using the Partner Account. There is one exception to this rule, when the notice period is longer than 15 days because of the fact that the changes to the General Terms and Conditions Partner require Partner to implement substantial technical adjustments to his Partner Services, Empowr may not automatically assume that Partner relinquishes his right to invoke the notice period when a Partner offers new Partner Services on the Marketplace.
- 20.7 The 15-day period does not apply if Empowr amends the General Terms and Conditions Partner (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 partner will enter into force immediately upon notification and publication.
- 20.8 Should any provision of the General Terms and Conditions Partner 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.