

General Terms and Conditions of cereneo Home B.V.

§ 1 Scope of application

- 1) These General Terms and Conditions (**GTC**) serve to govern the contractual relationship between cereneo Home B.V. (**cereneo** or **CHBV**) and the patient and shall apply to all services provided by cereneo (particularly to home transition services where a cereneo trained therapist escorts a patient home, conducts a home assessment, passes on learnings to the family/caregivers, to home-based services and to telerehabilitation services). Furthermore, they are explicitly applicable if a treatment is carried out abroad. In case the contractual relationship has not been entered into between cereneo and the patient but with a (legal) representative (particularly with regard to a person or party who is the bearer of costs or a representative insofar that the patient is unable or unwilling to represent) these GTC also apply by analogy to such (legal) representative.
- 2) Insofar as a written offer from cereneo stipulates conditions which differ from these GTC such conditions shall take precedence over these GTC. The same applies for individually concluded written contracts between cereneo and the patient or the (legal) representative, respectively.

§ 2 Legal relationship / Third party services

- 1) Generally, the services provided by cereneo consist of services which according to the value added tax legislation are excluded from tax duties (especially rehabilitation consultations and therapy treatments).
- 2) Additional services rendered upon request of the patient and/or legal representative and provided by third parties are (unless otherwise agreed) to be paid for directly to the third party by the patient or the (legal) representative, respectively. With regard to such payments no contractual relationship whatsoever with cereneo exists, which is why it is inadmissible to assert any kind of claims (especially liability claims) against cereneo, even if cereneo has recommended the services of the third party.

§ 3 Offers

- 1) An offer is valid for seven days, unless otherwise stated by cereneo in writing.
- 2) Cost details declared by cereneo to be "approximate" shall not be binding and shall only serve as a reference for estimating the actual costs.

§ 4 Scope of cereneo's performance obligations

- 1) cereneo's performance obligations are determined by the offer that has been issued by cereneo and are limited to the time period outlined in the offer.
- 2) Any additional services, meaning services that have not been mentioned in the offer or services rendered outside the time period stated in the offer (particularly external examinations) must in any case be paid separately to cereneo or the third party, as applicable. The performance of such services

lies within the discretion of cereneo.

- 3) In any case, services rendered by third parties are not part of cereneo's performance obligation (cf. § 2 section 2).
- 4) In executing its performance obligations, cereneo will observe the standards of a good provider of care including all applicable quality standards.

§ 5 Patient rights and obligations

- 1) Insofar cereneo's performance obligations qualify as medical treatment as mentioned in article 7:446 of the Dutch Civil Code, the rights and obligations set out in Title 7, Section 5 of Book 7 of the Dutch Civil Code are applicable to cereneo's performance obligations, including the following:
 - a) The right to obtain all information necessary to take an informed decision on the offer as set out in § 3, which includes at least information on the proposed treatment, the intake procedure and timeline, the foreseen results and possible risks of the treatment, alternative treatment, the price, if applicable the caretakers involved, instructions to prepare for the treatment, instructions on the aftercare and in case of complications, and the contact details for reaching out to cereneo at all times.
 - b) The right to receive additional information as set out in § 5 section 1a in relation to additional activities and especially if those activities are of a far-reaching nature in writing, in order to take an informed decision on the proposed changes to the initial treatment.
 - c) The obligation to provide the information and cooperation necessary for the just execution of the treatment.
 - d) The right to have access to and retrieve information from the patient's medical file, which cereneo will keep up to date in relation to the health of the patient, to which file the patient may add declarations of its own concerning its health and treatment, and which file will be retained for a period of twenty years.
 - e) The right to ask for deletion of data from the medical file as set out in § 5 section 1.c, unless deletion would deteriorate the position of others than the patient.
 - f) The right to medical confidentiality unless cereneo or the individual healthcare professional by law or otherwise is obliged to share medical information with others, or with the explicit permission of the patient.
 - g) Explicit permission is not necessary if medical information is used for statistics or scientific research insofar the research serves the general interest and requires the medical information shared, requesting permission is reasonably not possible, the medical information is not traceable to the individual patient, and the patient has not explicitly objected the information sharing.
- 2) Insofar the GTC deviates from the patients' rights and obligations in Title 7, Section 5 of Book 7 of the Dutch Civil Code, the latter will prevail insofar applicable to cereneo's performance obligations.
- 3) Patients will have access to a proper complaint handling. Upon requests, patients will be provided

with a complaint form. Patients will file complaints promptly and cereneo will answer a complaint within 10 working days unless a careful handling will take longer. cereneo will inform the patient accordingly. If a complaint is not handled sufficiently by cereneo, the complaint is tangible for dispute handling by an external complaints committee.

§ 6 Payment Conditions

- 1) Unless otherwise provided for in the offer, the payment for all services provided by cereneo has to be made in full prior to the commencement of the treatment via bank transfer. Any bank charges shall be completely borne by the patient (or the bearer of costs, respectively).
- 2) As long as the advance payment has not been made in full, cereneo is generally not obliged to provide any services to the patient, notwithstanding the right of cereneo to collect the payment and – insofar applicable – claim its right for full or partial compensation.
- 3) An advance payment shall also be made for the services that are not mentioned in the offer, agreed upon to be settled separately (cf. § 4 section 2).
- 4) After the completion of treatment, cereneo issues (in general within 60 days) a final invoice. Any remaining balance will be refunded to the patient whereas supplemental costs incurred will be invoiced to the patient or the bearer of costs and shall be paid within 15 days from the invoice date.
- 5) If the patient or their bearer of costs fails to pay the final invoice in accordance with § 6 section 4, thereby resulting in an outstanding balance, the patient or his/her bearer of costs automatically agrees that cereneo may pass on required data, including protected medical data, if applicable, to third parties for the purposes of debt collection, in compliance with applicable data protection laws.
- 6) In case of late payment, the patient or the (legal) representative will receive a late payment notice. If payment is not made within 14 days after the issuance of the late payment notice, cereneo is entitled to bring to charge up to 15% moratory interest per annum.
- 7) Offsetting of claims of the patient and/or the (legal) representative that are contested by cereneo and not finally determined by a court with claims of cereneo against the patient is not admissible.

§ 7 Commencement of Treatment, Appointments, (early) Termination of Treatment

- 1) The patient is obliged to commence treatment at the agreed-upon date and time. In case of an annulment of the signed offer letter, cereneo reserves the right to invoice an adequate amount with regard to the time and expenses already incurred. In any case at least one day of rehabilitation services will be charged, unless the annulment has been declared at least 24 hours before the commencement of treatment.
- 2) Appointments for teletherapy, therapy, consultations and assessments will be postponed adequately if obstacles should arise through no fault of the patient. Otherwise the respective compensation for an appointment is still due if the patient has not annulled the appointment at least 24 hours in advance. The same applies in particular for missed appointments. cereneo shall always be allowed

to postpone appointments based on reasonable grounds.

- 3) Teletherapy packages are non-refundable.
- 4) The patient may terminate the at home services with 7 days' notice. The duty of payment for therapy services ends on the last treatment day. The patient or the (legal) representative, respectively, remains responsible for the reimbursement of actual expenses incurred by cereneo (including but not limited to accommodation and travel costs).
- 5) cereneo may terminate the patient's treatment unilaterally if there are reasonable grounds (*gewichtige redenen*). This is particularly the case if:
 - a) the patient does not participate in the planned therapies;
 - b) the patient (and/or their representatives or other associates) conduct criminal actions, do not follow the instructions of cereneo's employees or otherwise act improperly (in the broadest sense of the word);
 - c) the patient is in default with payments (advance payments or other invoices);
 - d) the patient and/or his/her accompanying person engages in violence, inappropriate behavior, or any form of misconduct towards cereneo's employees, including but not limited to physical or verbal abuse, harassment, or discrimination;
 - e) the patient and/or their (legal) representative violates § 10 of these GTC;
 - f) cereneo considers its healthcare professional to be at risk (e.g. exposure to health and/or any other safety risks).
- 6) In the event of a violation of § 7 section 5 b) through f), cereneo reserves the right to reduce or suspend the services provided to the patient, including therapy sessions, without further notice or liability.
- 7) CHBV does not provide for insured healthcare, i.e. the patient or their (legal) representative are billed directly. CHBV service pricing is independent of any statutory, regulatory or otherwise specified prices for health services catered to insured persons.

§ 8 Post-Treatment Contact

- 1) cereneo is committed to the lasting recovery of their patients. Therefore, cereneo case management extends beyond the treatment of the patient.
- 2) By accepting these GTC, the patient and/or their accompanying person agree to be contacted by cereneo for follow-up purposes subsequent to their treatment. This contact may include but is not limited to phone calls, emails, or other forms of communication deemed appropriate by cereneo.
- 3) Contact can also be made if new innovative rehabilitation services are available that may be useful to the patient.

§ 9 Limitation of Liability

- 1) cereneo has taken out adequate professional liability insurance for its legal liability in accordance

with the applicable laws of the Netherlands.

- 2) The liability of cereneo, its organizations, employees and auxiliary persons or of an affiliated undertaking and the organizations, employees and auxiliary persons of the latter under any legal title is limited to the amount effectively indemnified by cereneo's insurance (plus deductible according to the insurance policy). Any further liability is explicitly excluded unless such liability arises for medical misconduct under the Dutch Civil Code. Upon request, cereneo shall inform the patient or the (legal) representative, respectively, about the applicable insurance protection.
- 3) Should there be no insurance indemnification available in a specific case (especially because of a respective exclusion in cereneo's professional liability indemnity insurance contract), cereneo's liability is limited to gross negligence and wilful misconduct unless such liability arises for medical misconduct under the Dutch Civil Code. Furthermore, in this case cereneo's liability is limited to direct damages (indemnification for indirect damage and consequential loss is excluded) and the maximum amount of cereneo's liability will be the costs for treatment and accommodation that have been invoiced to the patient and actually been paid.
- 4) The patient or their (legal) representative, respectively, take note that cereneo, being a company active in research may use non-CE certified devices, machines, equipment, software or other aids for research and treatment purposes. The patient or the (legal) representative explicitly declare agreement thereto.
- 5) The patient (or his/her duly authorized representative) acknowledge and agree that cereneo's professional liability insurance specifically excludes any claims brought by or on behalf of a patient, his/her estate, beneficiaries or heirs in the United States of America or Canada or under the laws of either of those nations. Therefore, the patient or anyone on his/her behalf agree to resolve any disputes in the ordinary courts of the Netherlands using Dutch law as more fully described below.

§ 10 Non-solicitation

- 1) In order to ensure the wellbeing of the patients cereneo makes great efforts to recruit highly qualified and motivated employees that are educated continuously. It is therefore prohibited for the patient and/or their representative to solicit cereneo's employees (particularly doctors and nursing staff) to cease their employment with cereneo and/or to enter into an agreement with the patient and/or their representative (directly or indirectly). In case of contravention the patient undertakes to pay liquidated damages to cereneo in the amount of CHF 50'000 for each violation.

§ 11 Data Protection

- 1) The dissemination and editing of data in relation to the patient is executed in accordance with the principles outlined in the General Data Protection Regulation, the Dutch GDPR Implementation Act (*Uitvoeringswet AVG*) and/or, where applicable, Dutch civil law (and is, as far as applicable, subject to the medical privilege), unless otherwise provided for hereinafter. Further information on the processing of personal data by cereneo, in particular regarding patients' rights (right to information,

etc.), the transfer of data to third parties as well as the transfer abroad, is provided in the data privacy statement available on our website (<https://cereneo.ch/privacy-policy>). This data privacy statement forms an integral part of the present GTC and supplements the following provisions. The legal interest in the data processing described below lies in the execution of the contract between cereneo and the patients according to art. 6 para. 1 lit. b GDPR, in the legitimate interest according to art. 6 para. 1 lit. f GDPR and partly in the fulfilment of a legal obligation. Finally, consent has also been given to the following data processing.

- 2) With regard to the accounting and the bearing of costs, cereneo is authorised to transmit the relevant data to the bearer of costs (especially to an insurance company, but also to any third party bearing the costs, namely foreign embassies, authorities etc., as the case may be).
- 3) The patient or their (legal) representative agrees that cereneo is authorised to provide information to indicated contact persons (until written revocation by the patient) both, with regard to administrative and medical issues. The same applies with respect to family doctors, specialists or referring physicians etc.
- 4) Being a company active in research, cereneo aims to always improve its therapy measures. Unless the patient explicitly declares otherwise in writing, it is assumed that he agrees to his/her personal data being recorded, examined and used for research purposes in anonymised form.
- 5) The patient acknowledges and agrees that data may be exchanged between the various companies of the Neuro Recovery Group AG in connection with the provision of services and administration and with the corresponding purpose. Further information about this data exchange can be found in the data privacy statement referred to in § 11 section 1.
- 6) cereneo cooperates with cereneo - Center for Interdisciplinary Research (cefir), a non-profit foundation under Swiss law, and with Lake Lucerne Institute AG (LLUI), a charitable, non-profit stock corporation under Swiss law. The patient acknowledges and agrees that employees of cefir and/or LLUI may access their patient files and may process the personal data contained therein for the purposes mentioned in the data privacy statement referred to in § 11 section 1. Furthermore, the patient acknowledges that cereneo is not responsible for the collection and processing of personal data by third party applications as outlined in the data privacy policy.

§ 12 Salvatory Clause

- 1) cereneo is at all times allowed to unilaterally change these GTC and will inform the patient accordingly.
- 2) Should individual provisions of these GTC be or become invalid the remaining provisions shall remain effective. The invalid provision shall be replaced by a provision that reflects to the widest extent possible the same economic intention.
- 3) The same applies in case of loopholes in these GTC.

§ 13 Applicable Law and Place of Jurisdiction

- 1) The legal relationship between the patient or a possible (legal) representative, respectively, and cereneo shall (irrespective of the legal grounds) be governed and exclusively be subject to the substantive laws of the Netherlands excluding the conflict of laws rules according to International Private Law and any international treaties.
- 2) For all (contractual or non-contractual) disputes between the patient (or a possible (legal) representative and/or a bearer of costs, respectively) and cereneo irrespective of the legal grounds, the exclusive place of jurisdiction shall be at Amsterdam, The Netherlands.

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