

General Conditions of Treatment Kazem Aesthetica

General Terms and Conditions of Kazem Aesthetica (hereinafter referred to as KA), Boeing Avenue 203, 1119 PD Schiphol-Rijk, the Netherlands and its affiliated independent or non-institutional medical professionals and consultants. KA is registered as a B.V. in the trade register of the Chamber of Commerce under number 28075836.

1. Definitions and terms: In these general terms and conditions, the following terms shall have the following meanings:

Treatment: all operations, including research and giving advice, directly related to the client, carried out at KA.

Treatment agreement: all agreements made by KA with a client concerning treatment.

KA: Kazem Aesthetica and/or the independent medical professionals and consultants working for it.

Client: the other party to KA when entering into a contract.

- **2. Applicability**: These general conditions apply to the creation and execution of the treatment agreement concluded between the Client and KA. A deviation from these General Conditions is only effective if KA has expressly agreed to it in writing. General Terms and Conditions of the Client do not apply.
- **3. Formation of the treatment agreement:** the treatment agreement is formed when the Client orders KA to perform a treatment/operation. Before concluding the treatment agreement, a consultation will take place at KA during which the Client will be advised about the treatment(s) to be followed, the intended results, possible risks and consequences, the price of the treatment and the method of payment. The Client will provide KA, also in response to its questions, to the best of its knowledge, with the information and cooperation it reasonably requires for the execution of the treatment agreement. The Client must also carefully read the consent form for the treatment/operation in question (if present) and return it fully completed before treatment commences. Each Client must identify himself with a legally recognized identification document.
- **4. Treatment:** KA will carry out the treatment to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. KA is entitled to have certain activities carried out by third parties if and to the extent that proper execution of the agreement requires this. KA does not need to obtain permission from the Client for this. The medics and consultants have an obligation of effort and not an obligation to achieve a certain result.
- **5. Termination/suspension of treatment agreement:**_Termination or suspension of the treatment agreement is possible if the Client behaves improperly or dishonestly towards KA or its employees and/or towards fellow clients. There are

circumstances that prevent the execution of the order that are not attributable to KA (force majeure). During the period of force majeure, KA's obligations are suspended. If this period lasts longer than three months, both parties have the right to dissolve the agreement, without any obligation to pay compensation in this case. If, at the time the force majeure occurs, KA has already partially fulfilled its obligations, it is entitled to invoice the part already fulfilled separately. The same applies if KA can only partially meet its obligations. The client is then obliged to pay this invoice as if it were a separate order.

- **6. Cancellation of treatment (<€1000,-):** If treatment is cancelled within 48 hours before the appointment in question, KA will charge the Client an administration fee of 10% of the cost of the treatment in question.
- **7. Payment:** Payment of treatments from €1000,- should be made in advance. For treatments with associated costs of more than €1,000, a deposit invoice of 25% of the total amount must be paid immediately or within 24 hours after booking to make the reservation final. If the appointment is cancelled, there is no right to a refund of the deposit amount. The appointment can be rescheduled to another date.

The remaining amount must be paid to KA no later than 14 days before the treatment. If it is not paid within the specified period, KA reserves the right not to continue the treatment.

- **8. File:** KA will set up a (digital) file with regard to the Client. KA will use the legal storage term for archiving the file.
- **9. Confidentiality:** KA is obliged to maintain confidentiality towards third parties who are not involved in the execution of the treatment. This duty of confidentiality concerns all information of a confidential nature made available to KA by the Client. The duty of confidentiality does not apply if, by law, there is an obligation to disclose certain information. KA is entitled to use the information obtained for statistical or presentation purposes. In doing so KA will ensure that the information cannot be traced back to the individual Client.
- **10. Liability for property:** KA is not liable for damage to or loss of property of the Client. The Customer must take the necessary care to prevent damage to or loss of their property.
- **11. Liability of KA:** KA's liability, both for direct and consequential damage and insofar as it is covered by its liability insurance, is limited to the amount of the invoice. A complaint does not suspend the Client's payment obligation. If a complaint is well-founded and repair is possible, KA will still perform the work as agreed.
- **12. Complaints:** KA highly values quality and considers it very important that its clients are satisfied. Should there be any dissatisfaction the practitioner or management will, in consultation with the client, try to reach a solution by means of the procedure set out in the Complaints Procedure. This Complaint Procedure can be requested from the front office at all times.

If the complaint is not settled to the satisfaction of the client, the client will be advised of the possibility of turning to the branch association Dok-h Dok-h will set up an independent complaints committee, in accordance with the Act on Quality, Complaints and Disputes in Health Care, and in the event of a complaint will act as an independent mediator between the doctor/professional and the client. The client

will also be informed of this in the form 'Instruction Complaint Procedure'. The client may also contact an independent external complaints officer, Mr F. Versteegen. He can handle the complaint individually or in collaboration with Dok-h.

13. Applicable law: Dutch law applies to all agreements between the Client and KA. All disputes relating to the agreement between the Client and KA, to which these terms and conditions apply, will be settled by the competent court in Amsterdam.