

Terms of Cooperation (basic contract)

ArboNed makes use of these terms of cooperation in order to ensure good cooperation. These terms of cooperation form an integral part of the contract that your organisation has concluded directly with ArboNed or via your sickness absence insurer with ArboNed as a service provider. These terms contain the minimum requirements imposed on an agreement under the Working Conditions Act, **the so-called basic contract**. Your employee representatives must agree to your working conditions policy and your sickness absence policy and must approve these terms of cooperation.

What is required of you?

These terms of cooperation are subject to the right of consent of the works council (WC) or employee representative body (ERB). If there is no WC or ERB, you must coordinate this with the employees in question.

These terms of cooperation must be signed by the person in your organisation who is authorised to do so. You must keep this signed copy in your own records afterwards.

Meet legal requirements of basic contract

The Dutch Working Conditions Act provides the basis for an optimal working conditions policy.

Safety net scheme

Under the Working Conditions Act, employers are obliged to arrange expert support for their working conditions and sickness absence policy. When you took out a sickness absence subscription with ArboNed, you opted for the so-called 'safety net scheme'. This means that you have entrusted your occupational health and safety tasks to ArboNed as a certified occupational health and safety service, and that the arrangements concerning the cooperation have been laid down in a mandatory 'basic contract'. Under this basic contract, ArboNed assists you with the following statutory tasks of an employer:

- Advising on staff absence management.
- Reviewing your Risk Assessment and Evaluation (RAE) and providing advice on it.
- Conducting a preventive medical examination (PME) or periodic occupational health examination (POHE) among your employees.
- Conducting pre-employment medical examinations (if applicable).
- Offering the possibility of consulting the company doctor (for example, during the company doctor's walk-in surgery).

RAE and PME arrangements

Together with ArboNed, you make arrangements about prioritising risks in the RAE action plan and about contributing to the working conditions policy. The Working Conditions Act states that employers must periodically offer employees a preventive medical examination (PME or POHE). Based on the results of the RAE, you can make arrangements with ArboNed to offer your employees a PME or POHE. Prior to conducting pre-employment medical examinations, arrangements will be made with you about the specific medical requirements for a position.

Cooperation with prevention workers, Works Council or employee representatives.

By discussing the health and safety risks within your organisation with ArboNed, ArboNed can give you and your employees solicited and unsolicited advice about preventive measures aimed at the best possible working conditions policy. ArboNed works will then work closely with your prevention worker, the works council or employee representative body. If necessary, ArboNed's (key) experts (company doctor, occupational health specialist, employment and organisation expert, and safety expert) are called in to offer the employer and employee multidisciplinary support.

Disclosure obligation

You should promptly provide all relevant information regarding the prevention of sickness absence as well as the sickness absence and rehabilitation management in your organisation. Together with ArboNed, you ensure that there is sufficient time available for ArboNed to advise on preventive measures. We will be happy to make arrangements with you before the start of the work.

Individual absence management

We perform our absence management on the basis of the ArboNed absence process, the Services and Rates List and the professional standards and guidelines. Our professionals, including the company medical officer, occupy an independent position in this, advising both the employer and the employee.

From the effective date of the contract with ArboNed, your employees are entitled to our services, even if your employee was ill before the effective date.

If we receive a sickness notification with retroactive effect, ArboNed cannot be held liable for the occupational disability activities during that period. ArboNed is not responsible for the absence management before the effective date of the contract with ArboNed.

You and your employee will receive written feedback on our (telephone) consultations, including advice about recovery and rehabilitation options.

ArboNed offers its clients the possibility to use the Vandaag portal 24/7 to process sickness and recovery notifications, view feedback and generate reports. You must make sure that your data and that of your employees is kept up-to-date.

In the event of occupational disorders and occupational diseases, the company doctor will be involved in the prevention, identification and – where possible – treatment thereof. The company doctor also has a statutory obligation to investigate occupational diseases and to inform you and your employee of this. He must also submit an anonymous report to the Netherlands Centre for Occupational Diseases (NCvB). The company doctor provides advice on preventive measures concerning the general working conditions policy and any changes to it based in part on the collated data. The company doctor may call in (key) experts where necessary.

Absence and prevention policy

By law, your employees and you are jointly responsible for proper working conditions, health, safety and well-being. We would like to receive all relevant information concerning your current policy in respect of these matters. ArboNed advises and supports your organisation in finding practical and policy-related solutions in these matters.

In this context, we request that you inform your employees about our cooperation, your absence and prevention policy and the obligations that these entail for your employees, as well as the option to approach our professionals with questions concerning health, safety or well-being. Insofar as there is a connection with work and/or working conditions or labour relations, this is a statutory obligation. Your employees can meet our professionals anonymously for this purpose during the walk-in surgery. We have (where desired) supportive communication means available. We also request that you allow our company doctor access to your company to obtain proper insight into the operational management and to talk to your employees, and where our professionals work on-site,

to make suitable space and materials available. In the unlikely event of an industrial accident, please involve our company doctor or other key expert in the analysis of the accident. You can also call our Emergency Service to provide assistance to colleagues, for example.

In order to comply with your and our obligations, you must report your ill employees sick to ArboNed within one week, and call on them to show up for surgery hours in good time. The company doctor must be informed in good time as and when necessary. In this way, the company doctor can monitor the development of the absence file from the time they become aware that an employee has been reported sick. You can use the Vandaag portal to process sickness and recovery notifications.

If the absence is expected to be long-term, the company doctor will draft a problem analysis no later than six weeks after commencement of the absence, or any sooner if the nature of the problems so requires. If on the basis of the nature of the underlying problems it only becomes clear after six weeks of absence that the absence will be long-term, the company doctor will immediately draft a problem analysis and explain the reasons for the extended period. The company doctor will also prepare the current opinion in case of an application under the Work and Income (Capacity for Work) Act or will hold a 'leaving employment while ill' consultation including 'leaving employment while ill' medical record report.

The employer and employee will appoint a case manager per individual sickness notification and will draw up an action plan within two weeks of the (revision) of the problem analysis. Case managers are appointed in the action plan. Case managers may not process medical (personal) data. The company doctor will receive a copy.

You and your ill employee must evaluate the action plan by the end of the first year of illness and will revise the plan where necessary. The follow-up meetings with the company doctor for an interim evaluation or revision of the problem analysis take place based on the nature of the underlying problems. The company doctor will give the reasons for the frequency of the follow-up schedule (or deviation therefrom).

The company doctor will continue to provide advice as long as the employment continues and no assessment under the Work and Income (Capacity for Work) Act has yet taken place, even if the period of 104 weeks of absence has been exceeded. The provision of advice after 104 weeks is not part of the subscription rate and will be invoiced separately.

The company doctor will point out in good time whether or not the recovery of the medical condition and/or the functional capabilities stagnates and the possible work-related causes thereof, and will provide advice on (substantiated) interventions. The company doctor will also provide advice on recovery and rehabilitation options, and will engage specific other professionals, on the basis of professional and statutory standards, to provide advice and support in

Terms of Cooperation (basic contract)

that respect. If necessary, the company doctor will consult with the general practitioner or attending specialist of the ill employee (with the ill employee's permission only) concerning the exchange of information or a regular care treatment.

The company doctor engaged by ArboNed undertakes to offer the employee the option of a second opinion. The second opinion will be given by a BIG-registered company doctor from the national pool of second opinion company doctors.

The most recent list can be found at www.bedrijfsartsensecondopinion.nl. This company doctor is not employed by or on behalf of ArboNed B.V. The costs of the second opinion are borne by the employer, unless they are included in the subscription and unless the employee chooses to ask a second opinion from a company doctor who is not on above list of company doctors. The second opinion will be charged at ArboNed's usual rate.

Informing/coordination with third parties

You are obliged to provide the following information to the UWV (employee insurance agency): a sickness notification that falls within the scope of the Safety Net Scheme – we will draw your attention to this, to the extent that privacy legislation permits this – or an employee who leaves the employment while ill. You can ask the company doctor to prepare a report in case an employee leaves the employment while ill.

You and your works council or staff representative body agree on the collaboration with ArboNed in accordance with the Safety Net Scheme. Your works council or the employee representative body or the employees concerned will receive reports that contain no information pertaining to specific individuals. If the company doctor sees cause to hold a meeting, the company doctor will initiate the meeting and get in touch with the contact designated by the representative body for that purpose. The works council or employee representative body may also contact the company doctor.

When the agreement ends (through cancellation, annulment or termination by you, ArboNed or your insurer), you will inform in writing not only the employees that ArboNed supervises but also the works council or the employee representative body or the employees concerned in your company.

Confidentiality, anonymity and privacy

In accordance with the statutory regulations and related guidelines, we will maintain strict confidentiality with regard to all medical information and confidential or personal information, and store it with due care. In order to guarantee this, all our employees and the parties we engage sign a non-disclosure agreement.

If you or we are obliged to provide information by law, a binding ruling by a court of law or another government body, we will first agree, to the extent possible, the form, content and manner of communication.

In accordance with the statutory regulations, we guarantee the full anonymity of the individual employee(s). ArboNed will therefore not inform you which employees have availed themselves of walk-in surgery or taken part in a PME. Our (group) reports do not provide information that can be traced back to individuals. We will only discuss observations with you in general terms.

Only if the employee who is the subject of a pre-employment medical examination gives us permission to inform you of the result, or if an employee who visits a preventive surgery gives us permission to provide feedback to you, will we do so, after recording their permission. Even if we do not obtain permission, you remain liable for the costs of the examination or the preventive surgery. ArboNed will keep a (medical) record of the employees we examine or manage.

Apart from ArboNed, only the employee is entitled to access their medical record. You and other third parties may only inspect this record if you can submit a written authorisation from the employee that was granted specifically for the situation in question.

When the cooperation comes to an end, medical records can be transferred if the employee grants written permission to do so. We will charge you for the costs incurred for this transfer. After the transfer, all liability pertaining to the duty to retain these files by ArboNed expires.

If you have decided to register the medical and administrative data in a system other than the medical records system of ArboNed, we cannot take responsibility for adequate registration in the records.

A separate processing agreement will be concluded in connection with the processing of personal data. The medical and personal data contained in the medical record is subject to our privacy policy. You and your employees can read this policy at arboNed.nl/wetgeving/privacy.

Manners

Unfortunately, some employees do not observe normal manners and standards of decency. ArboNed is entitled to take appropriate measures. Where necessary, the relevant person will be excluded from services. We will inform the parties concerned. ArboNed is not liable for any adverse (financial) consequences of the misbehaviour.

Quality of services

ArboNed aims to provide its services to the best of its ability. Content – our professionals comply with up-to-date, professional guidelines –, accessibility, work speed, interpersonal conduct and information provision play a role in this respect. If you are unhappy with the services, please do not hesitate to get in touch with your contact at ArboNed. Do you or your employee wish to file an official complaint? You can read our complaints procedure at arboNed.nl/klachtprocedure.

Financial aspects

Meetings with ArboNed must be cancelled by the employer, irrespective of the recovery date, no later than 24 hours in advance. If the meeting is cancelled at shorter notice or is not cancelled at all, the costs thereof will be charged to you.

To ensure effective absence management, the company doctor can or must, in accordance with guidelines, consult with the regular health care provider, request a previous medical record or engage other professionals. You will be charged for the associated costs.

We calculate that part of the payment due to us based on the number of your employees in the first instance on the basis of the number of employees you entered on the engagement form. If the number of your employees changes and you notify us of this within one month of the change –preferably by means of our Vandaag absence portal – we will settle our fee at the end of the current contract year.

We request that you send us a copy of the aggregate payroll accounts for the past year, authenticated by an auditor, in any case at the beginning of each calendar year and no later than 1 March. We use this for calculating the fee due for the year ahead. The number of employees as at the effective date of the contract renewal is decisive here. Settlement with the employer will take place on the basis of the up-to-date figures. In the unlikely event that you do not provide us with the required information after having been sent a reminder, we have the right to increase the last-known number of employees by a maximum of 25% by way of penalty. Receiving the correct number of employees is not only important for correct invoicing, but also for the accuracy of your absence reports.

If on the basis of our data the calculated owed fee differs by more than 5% from the total fee already invoiced for the calendar year in question, we may settle the difference.

Should we doubt the accuracy of the data, we reserve the right to verify or have the data verified and, if the information is incorrect or incomplete, to charge the correct rates and fees retrospectively, to recoup the verification costs from you and to terminate the agreement. If the occupational health and safety service contract is terminated, there will be no longer any entitlement to occupational health and safety services from the date of termination for both cases of illness arising before the date of termination and cases of illness arising after the date of termination. Any activities carried out by ArboNed after the termination of the occupational health and safety service contract will be invoiced in accordance with ArboNed's most recent list of rates.

Additional terms of cooperation for clients insured against sick pay

Are you insured against sick pay? In that case, you have to personally inform the insurer of the sickness notification, unless stipulated otherwise by their policy conditions. Different arrangements may also apply to the passing on of sickness and recovery notifications to ArboNed and the insurer. Please consult your insurer's policy conditions.

If the contract with ArboNed is linked to an absence insurance policy, a so-called combined package, the aforementioned provisions regarding the notification of employee numbers do not apply. The conditions of the linked sickness absence insurance with regard to duration, renewal and termination apply to the contract with ArboNed. At the end of the contract, conversion to another linked product of ArboNed and the sickness absence insurer is possible if there is no ongoing sickness absence.

Agreement

These terms of cooperation form, as an addendum, an integral part of the contract that your organisation has concluded directly with ArboNed B.V. or via your sickness absence insurer with ArboNed as a service provider. This means that the agreement complies with the minimum requirements imposed by the legislature on the agreement in connection with the statutory safety net scheme included in the Working Conditions Act as of 1 July 2017, [the so-called basic contract](#).

Insofar as these terms of cooperation are in conflict with ArboNed's general terms and conditions, these terms of cooperation will take precedence.

For approval

Name of organisation

Name

Position

Place

Date
