



General Purchase Conditions Healthcare ZJCN

Article 1 DEFINITIONS

The following definitions apply to these general purchase conditions for healthcare:

1. Professional errors: shortcomings, such as mistakes, oversights, negligence, omissions or incorrect advice which a skilled and diligent professional should avoid under the given circumstances and assuming normal levels of alertness and professional knowledge, and standard professional practices.
2. Professional: a natural person who carries out a medical, paramedical, psychosocial or psychotherapeutic, pharmaceutical or nursing profession, or a related profession designated by general administrative order.
3. Decree: the BES Healthcare Insurance Decree.
4. Day: calendar day.
5. Institution: an organization that has committed itself with the ZJCN to provide treatment, nursing or care.
6. Agreement: the written agreement between ZJCN and the healthcare provider to which these general purchasing conditions apply.
7. Party: ZJCN or the healthcare provider, depending on the context.
8. Insured person: the person who, under the BES Healthcare Insurance Decree and any further regulations based on the Decree, is entitled to the care described in the Decree and under further regulations based on the Decree, or otherwise to reimbursement of the costs of said care.
9. Independent professional: a professional who does not provide care through an institution.
10. Working day: calendar day, excluding weekends and generally recognized public holidays.
11. Care: any care provided by the healthcare provider to the insured person under article 6 of the BES Healthcare Insurance Decree and subject to any further regulations based on the Decree.
12. Healthcare provider: an institution or a natural or legal person further specified in the agreement,

providing care as referred to in article 6 of the Decree and with whom an agreement has been concluded.

13. Healthcare Portal: the ZJCN information system for managing insured persons, referrals and bills.

14. ZJCN: the BES Healthcare Insurance Office, being that part of the National Office for the Caribbean Netherlands (RCN) in charge of implementing the Decree on behalf of the Minister of Health, Welfare and Sport.

Article 2 SCOPE OF APPLICATION

1. These general purchase conditions for healthcare are applicable to agreements between ZJCN and the healthcare provider.
2. In the event of any conflict or difference in interpretation between any provision of these general purchasing conditions and any provision of the agreement concluded with the healthcare provider, the provision of the agreement will prevail.
3. If any provisions of the agreement or of the general purchase conditions prove to be invalid, lose their legal validity and/or are annulled by the court, they will be replaced by provisions that are binding and/or valid and that reflect the intention of the invalid provisions as closely as possible. The other provisions will remain in full force and effect. The substitute provisions will in no way affect the purpose and scope of these general purchase conditions or those of the agreement.
4. If due to changes occurring after the agreement has been entered into and/or during the term of the agreement, for instance in laws and regulations, the content of the agreement cannot reasonably and fairly be kept unchanged, the parties will consult with each other to determine to what extent the agreement needs to be amended.

Article 3 HEALTHCARE

1. The healthcare provider will provide care as described in the agreement, with due observance of the (administrative) conditions stated therein.
2. The healthcare provider will provide said care to insured persons under his or her own professional responsibility, in accordance with the generally accepted standards of responsible and adequate care that apply for the relevant discipline.
3. Unless otherwise agreed, the independent professional will provide care to the insured persons personally and at his or her own risk.
4. The healthcare provider guarantees that, insofar as required by law:
 - a. the professionals providing care are legally authorized to do so;
 - b. the professional is exempted from the prohibition as referred to in article 3 of the BES Decree Restricting the Establishment of Medical Professionals (in Dutch: Besluit beperking vestiging medische beroepsbeoefenaren BES, cited as the BES Medical Practice Decree).
5. The healthcare provider will be responsible and liable for any acts and omissions by any and all persons and/or professionals who work for him, whether on his payroll or not. The healthcare provider will ensure that these persons will continue to have the knowledge and skills necessary in order to provide proper care.
6. The healthcare provider will ensure that the services to be provided by it or on its behalf (i) meet the requirements laid down in the agreement and (ii) are performed in a professional manner. The healthcare provider will indemnify ZJCN against any claims from third parties relating to the provision or non-provision of healthcare.
7. The healthcare provider may only refuse to provide care or stop providing ongoing care if there are compelling reasons related to personal circumstances affecting an insured person. The healthcare provider will promptly consult with ZJCN if it foresees that continued care cannot be guaranteed after the current care has ended.
8. The healthcare provider will guarantee the continuity of the care provided to the insured persons and will begin providing care as soon as possible.

9. If a medical referral and/or approval for treatment is required in order to provide care, such a referral or approval will remain valid for no longer than 12 months.

Article 4 QUALITY AND EFFICIENCY

1. The healthcare provider will act in accordance with the statutory provisions on healthcare provision, including, insofar as they apply to the healthcare provider, the rules laid down by or pursuant to Title 7, Section 5 of Book 7 of the BES Civil Code (the medical treatment agreement), the BES Healthcare Institutions Act, the BES Medical Practice Decree and/or any other legislation and regulations that may have come into force.
2. The healthcare provider will provide responsible care, applying state-of-the-art and modern practices, in accordance with the most recent applicable guidelines, standards and protocols and with a patient-oriented approach, except insofar as any deviation may be required in the interest of good patient care.
3. When providing and prescribing care, the healthcare provider will also be guided by considerations of efficiency, including, in any case regarding the quality of care, the interests of the insured person and cost of care. The healthcare provider will not provide or prescribe care that would lead to unnecessary costs or that would be needlessly complex.
4. The healthcare provider must be proficient in at least one of the following languages: Dutch, English, Papiamentu or Spanish.
5. The healthcare provider will ensure that patients and practice data are kept and processed in accordance with the Personal Data Protection Act BES and in a proper and careful manner.
6. The healthcare provider is obliged to notify ZJCN immediately of any measures imposed by a disciplinary court or by the Health Care and Youth Inspectorate, also if an objection or appeal has been lodged. Failure to report such a measure provides grounds for termination of the agreement.

Article 5 COMPLAINTS PROCEDURE

The healthcare provider will ensure that there is an adequate procedure for resolving complaints about the behavior of either the healthcare provider or

that of persons working at its healthcare institution towards an insured person, in accordance with the BES Healthcare Institutions Act. The healthcare provider will inform the insured person orally and/or in writing of the existence of the complaints procedure and will also implement the procedure.

**Article 6 VERIFICATIONS
 ELIGIBILITY FOR INSURANCE**

1. At the first request for care, the healthcare provider will establish the insured person's identity and obtain his or her identity number before providing the requested care and will use the Healthcare Portal, at each request for care, to verify the person's eligibility for insurance before providing the requested care.
- 2 The healthcare provider must make use of two-factor authentication (TFA) to gain access to the Healthcare Portal. Access is provided via an authentication token. For that purpose, the healthcare provider must use the Mobile PASS+ application.
3. The healthcare provider's contact persons must request access from ZJCN. Only a limited number of contact persons per healthcare provider can be granted access.
4. The healthcare provider will report to ZJCN any change in the contact persons who possess an authentication token.
5. If after consulting the insured person's records, the healthcare provider is convinced that the insured person is eligible for care, but afterwards it turns out that at the time of the treatment the person was no longer insured with ZJCN, ZJCN will nevertheless pay the bill for the care provided. In such cases, the healthcare provider will be informed in writing as soon as possible that the person in question is no longer insured with ZJCN. Any subsequent bills for treatment provided to that person after the date of the written notification will not be paid.

Article 7 PRACTICE ADDRESS

The agreement applies to the practice based at the address stated as the healthcare provider's practice address in the agreement. Under the agreement, healthcare may be provided from a different/new practice address only after consultation with and

having obtained written permission from ZJCN.

**Article 8 PROVIDING INFORMATION TO
 INSURED PERSONS**

1. The healthcare provider will provide the insured persons with information on the care it provides, the associated services and rates (as well as any deductibles), the waiting times and whether the healthcare provider has a healthcare provision agreement with ZJCN.
2. The healthcare provider will inform the insured orally and/or in writing about the methods used, the complaints procedure and the opening hours. This information will be provided to the insured person at the first visit.
3. ZJCN will ensure that the insured persons receive information about their rights and any changes to these, the procedures used by ZJCN and other relevant information.
4. Prior to providing care, the healthcare provider will advise the insured person to ask ZJCN about the insured person's entitlement to said care or to reimbursement of its costs.

Article 9 SUBSTITUTION

1. The independent professional will guarantee continuity of care for the insured persons and will be entitled to appoint a substitute in the event of his temporary absence, for example due to illness or for training.
2. The independent professional will inform the insured persons of his being substituted, providing them with the name(s) and address(es) of his substitute(s).
3. A period of substitution may last no longer than one uninterrupted year. ZJCN must be notified in writing in case any such period will exceed two months.
4. For the purposes of the agreement, without prejudice to the personal responsibility and liability of the substitute, the actions of the substitute will be deemed to have been performed by the independent professional, unless the independent professional and ZJCN have agreed otherwise in writing.

Article 10 REPLACEMENT

1. The healthcare provider may temporarily or permanently replace persons charged with the performance of the agreement only as an exception and with prior permission from ZJCN. ZJCN will not refuse its permission on unreasonable grounds and may grant it subject to conditions. The rates applicable to the original persons may not be increased upon their replacement.
2. If ZJCN requires the replacement of any persons charged with the performance of the agreement, deeming this necessary or desirable in the interest of the proper performance of the agreement, the healthcare provider will comply. The rate charged for a person replacing another may not be higher than that established in the agreement for the person being replaced.
3. If any persons charged with the performance of the agreement are replaced, the healthcare provider will make other persons available who are at least equivalent to those to be replaced in terms of their expertise, training and experience, or who otherwise meet the requirements agreed by the parties with regard to such persons.

Article 11 INSPECTIONS

1. ZJCN is entitled to periodically and incidentally carry out inspections to monitor the quality, legality and effectiveness of the care provided, without prejudice to the healthcare provider's obligations under Article 3.
2. ZJCN is entitled to engage specialized third parties for the inspections referred to in paragraph 1.
3. The healthcare provider is obliged to cooperate with an inspection as referred to in the first paragraph. To this end, the healthcare provider will provide ZJCN with the information and documents ZJCN may require.
4. If an inspection reveals that the healthcare provider has failed to fulfil one or more of its obligations under the agreement and/or has wrongly billed ZJCN for care, ZJCN may hold the healthcare provider accountable.
5. Depending on the seriousness and severity of the established fact as referred to in the previous paragraph, ZJCN may, after having heard the healthcare provider, consider taking one or more of the following steps:

- issuing a warning;
 - recovering the bills/costs that have been deemed unlawful and/or settling these with outstanding or future bills/costs. The timeframe within which the recovery can be made will be in accordance with the provisions of the BES Civil Code;
 - canceling the agreement.
 - reporting the matter to the Public Prosecutor's Office if structural irregularities and/or fraud are found.
6. The amount to be recovered or settled may be increased by statutory interest.
 7. ZJCN may also conduct inspections in accordance with paragraph 1 with respect to bills already paid.
 8. The healthcare provider will not charge the insured person for care which after inspection was shown not to qualify for reimbursement, if the insured person had legitimately and justifiably been given the expectation that the care did indeed qualify for reimbursement.

Article 12 FINANCIAL REPORTING

1. Healthcare providers whose rates are payable in advance are required to prepare an annual report in accordance with the applicable legal requirements as well as the GAAP or IFRS financial reporting guidelines.
2. If the healthcare provider receives any subsidies, donations or legacies during the current year, these will be recorded in the income statement and annual report and will be referred to as subsidies and/or donations and/or legacies as a separate line item. These items will be assessed separately with regard to the final bill.
3. ZJCN may request the healthcare provider's annual reports at any time. The healthcare provider will be obliged to provide this information each year before August 1.

Article 13 PROGRESS REPORT

The healthcare provider will report to ZJCN on the progress of his work, with the frequency as in the manner as provided in the agreement or as ZJCN may deem necessary.

Article 14 NOTIFICATIONS

1. Any notifications, including promises and (supplementary) agreements, by one of the parties

to the other that are relevant for the performance of the agreement will only be binding to the parties if made or confirmed in writing by an authorized person.

2. "Written" also means "electronically," provided that:

- a. the notification is accessible to the addressee
- b. the authenticity of the notification is sufficiently ensured, and
- c. the identity of the notifier can be sufficiently established.

Article 15 CONFIDENTIALITY

1. The healthcare provider shall not disclose in any way any information obtained in the performance of the agreement which it knows or should know to be confidential, except insofar as the healthcare provider may be required to do so pursuant to a legal requirement or court ruling.

2. The healthcare provider will require its staff to comply with this obligation of confidentiality and shall ensure their compliance.

3. The healthcare provider may not in any way disclose to third parties the results of the care provided nor provide any information on said care to third parties unless expressly authorized by ZJCN to do so. ZJCN may grant such an authorization subject to conditions.

4. Upon termination of the agreement, the healthcare provider will immediately, at ZJCN's first request, provide ZJCN with the information it has in its possession in connection with the performance of the agreement, with the exception of any information which it is required to keep pursuant to law and/or regulations and/or in accordance with the generally accepted professional rules that apply to the healthcare provider.

5. In the agreement, ZJCN may stipulate a fine for breaches of confidentiality. Payment of such an immediately due and payable fine will be without prejudice to the healthcare provider's obligation to compensate for any damage resulting from the breach.

Article 16 PRIVACY

1. To ensure the protection of those involved, the parties will carry out their activities—including processing data in the context of the agreement—

subject to the regulations laid down by or pursuant to the BES Personal Data Protection Act.

2. The parties will take appropriate organizational and technical measures to securely exchange personal data and confidential information.

3. When processing personal data, the healthcare provider will also take into account the written instructions of ZJCN, unless applicable legal provisions require otherwise.

4. Whenever sensitive information is sent by e-mail between healthcare providers themselves or between the healthcare provider and ZJCN, the healthcare provider will only make use of the Healthcare E-mail (Zorgmail).

5. ZJCN commits to making the Healthcare E-mail available.

Article 17 BILLING: SUBMISSION REQUIREMENTS

1. The healthcare provider will charge the costs of the care it has provided by submitting a bill to ZJCN in accordance with the rates provided in the agreement.

2. Deadline for (re)submitting bills:

a. The healthcare provider must submit the bills to ZJCN within twenty (20) working days, and at any rate no later than sixty (60) working days, after the end of the calendar month during which the care was provided. If an invoice is not received on time, ZJCN will not be obligated to pay the invoice and the healthcare provider will be deemed to have waived its right to payment.

b. If care provided in the Netherlands was billed through a DBC (Diagnosis Treatment Combination, by its Dutch acronym), the healthcare provider must submit the bill to ZJCN within six (6) months after the end of that specific treatment.

3. The healthcare provider will be responsible for paying any taxes on its own business operations. Any corrections made by the Tax Authority which affect the healthcare provider (including interest and fines) cannot be passed on to ZJCN.

4. The healthcare provider will charge the insured person for any deductible owed by the insured person, unless the parties agree otherwise.

5. The healthcare provider will submit its bills in accordance with the most recent version of the BES Healthcare Insurance Office Declaration Manual

(see Appendix).

6. Within twenty (20) days, ZJCN will provide the healthcare provider with a statement of payments for the bills submitted. The statement of payments will indicate the collectible sum and, if applicable, a specification of the services or sums on the bill which have been rejected or corrected. The healthcare provider will be responsible for re-submitting any bills rejected by ZJCN. The healthcare provider must do so before the deadline referred to in paragraph 2.

7. The parties will inform each other without delay of any bill-processing irregularities, including delays. When circumstances lead or could lead to a substantial delay in the submission or settlement of bills, the parties will work out a suitable solution among themselves.

8. The healthcare provider will not charge the insured person for any care provided pursuant to the Decree or to any additional regulations based on the Decree, with the exception of any deductibles owed by the insured person in accordance with the Decree and/or the additional regulations.

9. If the healthcare provider outsources part of the care to a third party, the healthcare provider itself will settle the costs thereof with that healthcare provider.

Article 18 RIGHT TO PAYMENT OF BILLS

1. The healthcare provider is entitled to be paid by ZJCN for bills (re)submitted in connection with care provided in accordance with an agreement.

2. The healthcare provider is not entitled to be paid by ZJCN for a bill if or insofar as:

- a. the person to whom care was provided is not an insured person in accordance with the Decree;
- b. the insured person is entitled to neither the care provided nor to reimbursement of its costs from ZJCN;
- c. the insured person owes a deductible which has not been deducted from the bill;
- d. the bill does not reflect the rates provided in the agreement;
- e. the bill was not submitted in accordance with the provisions of article 17 paragraph 5;
- f. the invoice was submitted after the deadline referred to in article 17 paragraph 2.

g. fraud is involved;

h. the care was already paid for.

Article 19 PAYMENT

1. A bill submitted in accordance with Article 17, paragraph 5 and deemed accurate by ZJCN will be paid within twenty (25) working days of the bill's date of receipt, provided that it is in accordance with the provisions of the agreement.

2. ZJCN may suspend the payment of bills if it discovers a shortcoming in the way the healthcare provider performs the agreement, including consistently submitting unwarranted bills.

3. ZJCN may suspend the payment of a bill or a part thereof on which there is no agreement between the parties. ZJCN may only do so if it has reasonable doubts about the correctness of the bill in question.

4. ZJCN is not obliged to make any payment to the healthcare provider before a (corrected) bill has been approved.

5. Late or non-payment of a bill by ZJCN on the grounds of a suspected substantive inaccuracy thereof or in case that the billed services were deemed defective does not entitle the healthcare provider to suspend or terminate care activities.

Article 20 VISITING HEALTHCARE PROVIDER

1. In order to provide care as agreed, the healthcare provider will visit the island in question as often as stated in the agreement. Unless otherwise agreed, the visiting healthcare provider will make use of the medical equipment, medications and bandaging materials on site at the practice.

2. The healthcare provider will receive compensation for the costs incurred by him, other than the costs of the care provided. Costs incurred on islands for which no agreements regarding visiting specialists have been made are not eligible for reimbursement.

3. For treatment and consultations, the healthcare provider will take the agreed or usual time in accordance with the applicable professional guidelines. If the appointments cannot be completely handled in one day, an overnight stay and any flight rebooking costs may be billed.

4. If multiple islands are visited, only the costs of the most efficient route will be eligible for reimbursement.

Article 21 INDEMNIFICATION

1. The healthcare provider will indemnify ZJCN against all liability towards the insured persons and other third parties with respect to the care that was provided, or that was not provided in a timely manner, in the context of the Decree by or on behalf of the healthcare provider.
2. All obligations with regard to the healthcare provider's personnel, including those by virtue of tax and social insurance legislation, will be borne by the healthcare provider. The care provider will indemnify ZJCN against any and all liability in this regard.

Article 22 INSURANCE

1. The healthcare provider will obtain and maintain appropriate insurance in accordance with generally accepted standards, in any case providing coverage of the risks in connection with professional liability (arising from professional errors).
2. At the request of ZJCN, the healthcare provider will immediately submit (a certified copy of) the policies and proofs of payment of premiums with regard to the insurance policies referred to in the first paragraph or a statement from the insurer regarding the existence of these insurance policies and the payment of the premium. The insurance premiums to be paid by the healthcare provider are deemed to be included in the agreed prices and rates.

Article 23 EXCHANGE OF INFORMATION BETWEEN THE PARTIES

1. The parties are mutually obliged to provide each other with such information as is reasonably required by the other party for the proper performance of the agreement.
2. ZJCN and the healthcare provider will exchange information using the insured persons' ID numbers.

Article 24 DURATION AND END OF THE AGREEMENT

1. The agreement has been concluded for a limited time. It will commence and end on the dates provided in the agreement.
2. If after the expiry of the term referred to in the

first paragraph no new agreement is concluded, but the parties are still in negotiations and the factual relationship is still ongoing, their relationship during these negotiations will be governed by the provisions of the agreement, unless ZJCN has canceled the agreement or has indicated that it does not wish for the factual relationship to continue.

3. The agreement will be cancelled by law, without a written notice of termination being required:
 - a. by mutual consent;
 - b. as soon as one of the parties does not meet or no longer meets the definitions referred to in Article 1;
 - c. in case the healthcare provider is a natural person: if the period of substitution exceeds one year, unless otherwise agreed with ZJCN;
 - d. in case the healthcare provider is a natural person: due to the death of the healthcare provider;
 - e. if any of the parties is granted suspension of payments or is declared bankrupt;
4. ZJCN may terminate the agreement effective immediately, without incurring liability for any damages and/or costs, if:
 - a. a transfer of shares, conversion, break-up or merger results in a substantial change in the control of the legal entity (in case the healthcare provider is a legal entity);
 - b. the healthcare provider transfers its business or part of it, unless ZJCN has agreed to the transfer;
 - c. the healthcare provider is guilty of fraud;
 - d. a disciplinary measure has been imposed on the healthcare provider;
 - e. one or more of the healthcare provider's assets have been seized, or the healthcare provider has filed for suspension of payment or bankruptcy;
 - f. the healthcare provider ceases to do business or the legal entity is dissolved;
 - g. the healthcare provider is otherwise no longer deemed able to meet its obligations under the agreement.
5. The provisions of the preceding paragraphs are without prejudice to the parties' right to dissolve the agreement in whole or in part by registered letter or terminate it out of court due to a shortcoming in the performance of an obligation, unless it concerns a shortcoming that, in view of its

unusual nature or minor significance, does not justify the agreement's dissolution.

6. If due to force majeure one of the parties is unable to fulfill its obligations under the agreement, the other party will have the right to dissolve the agreement out of court, in whole or in part, by registered letter, with due observance of a reasonable term, without incurring liability for any damages, although not within 10 working days from the date of the force-majeure event.

7. Force majeure does not include, in any case: lack of staff, strikes, illness of staff, shortage of raw materials, transport issues, late delivery or unsuitability of items required for the performance of the work, liquidity or solvency problems on the part of the healthcare provider or deficiencies of third parties engaged by the healthcare provider.

8. The healthcare provider and ZJCN will be entitled to terminate the agreement prematurely, subject to three months' advance written notice.

9. Any obligations which by their very nature are intended to continue after the end of the agreement will continue to exist thereafter.

10. If the agreement ends or is terminated, the healthcare provider will ensure the continuity of the care provided to the insured persons.

Article 25 TRANSFER OF THE RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT

1. The parties may not transfer the rights and obligations arising from the agreement to any third party without the other party's consent. The parties will not withhold their consent without reasonable grounds. The parties may grant said consent subject to conditions.

2. The first paragraph does not apply to the establishment of limited rights, such as liens.

Article 26 CONDITIONS OF EMPLOYMENT

1. When providing care to insured persons, the healthcare provider will comply with the applicable laws and regulations on employment conditions, as well as with the Collective Labor Agreement that applies to the healthcare provider and its employees.

2. The healthcare provider will impose the obligations arising from the previous paragraph on

all parties with whom it enters into any agreements to provide care to insured persons and will also stipulate that such parties must subsequently impose all of these obligations on any other parties with whom they in turn enter into agreements for the provision of care.

Article 27 BRIBERY AND CONFLICTS OF INTEREST

1. The parties will not offer to each other, nor to any third parties, nor request, accept or agree to receive from each other or from third parties, either for themselves or for any other party, any gift, reward, compensation or benefit of any kind that may be construed as illegal. Doing so may constitute grounds for full or partial termination of the agreement.

2. If it becomes known that a member of ZJCN's staff fulfills an ancillary position with the healthcare provider, whether paid or unpaid, or did so at the time of the negotiations to enter into the agreement, and ZJCN had not been informed of this before the agreement was entered into, ZJCN may terminate the agreement with immediate effect without notice of default and without incurring liability for any damages.

Article 28 RIGHT OF AMENDMENT

1. ZJCN is authorized to amend the general purchase conditions for healthcare.

2. Any amendments to the general purchasing conditions for healthcare as referred to in the previous paragraph will be announced thirty days before the amendment comes into effect.

3. After being notified of an amendment to the general purchase conditions for healthcare, the healthcare provider will be entitled to prematurely terminate the agreement, subject to a three-month notice period. If the healthcare provider does not exercise the aforementioned right within thirty days after the general terms and conditions for healthcare have been made known, the right to prematurely terminate the agreement will lapse and the healthcare provider will be deemed to have agreed to the applicability of the amended general terms and conditions for healthcare.

Article 29 DISPUTES

1. These general purchase conditions for healthcare and all agreements to which they apply are governed by civil law. The BES laws shall apply.
2. A dispute will be deemed to exist if one of the parties informs the other party thereof by registered mail, stating the reasons.
3. In each dispute in relation to the agreement, the parties will try to reach, in mutual consultation, an agreement that is acceptable to both parties, within a period of three (3) months after one of the parties has notified the other of the dispute in accordance with paragraph 2 of this article.
4. If the parties cannot reach an acceptable settlement within the stipulated period in accordance with paragraph 3 of this article, the dispute will be submitted to the judge in civil cases of the Court of First Instance of Bonaire, Sint Eustatius and Saba, seated in Bonaire. In case of an urgent matter, one of the parties may initiate preliminary injunction proceedings.

Article 30 FINAL PROVISIONS

1. The general terms and conditions of the healthcare provider do not apply to the agreement.
2. The healthcare provider will never use ZJCN's name or logo in advertising or in other communications (including press releases), will neither implicitly nor explicitly mention the assignment and will refrain from disclosing the names of any employees of ZJCN, without ZJCN's explicit written consent.
3. The healthcare provider cannot derive from the agreement any rights to be granted a follow-up assignment.
4. Any provisions that by their very nature are intended to continue after the agreement has ended will remain in effect.

Appendix: ZJCN Declaration Manual

Kralendijk, November 17th, 2020