

## GENERAL TERMS AND CONDITIONS

### Article 1. Definitions

These general terms and conditions apply to B.V. Doctor Nancy Anthone, general practitioner, and all affiliated organizations.

Treatment agreement: all agreements concluded by B.V. Doctor Nancy Anthone, general practitioner with a client concerning treatment.

Client: the other party to B.V. Doctor Nancy Anthone, general practitioner when entering into the treatment agreement.

Treatment: all medical and aesthetic treatments performed by B.V. Doctor Nancy Anthone, GP.

Commitment to effort: B.V. doctor Nancy Anthone, general practitioner will make every effort to the best of her knowledge and ability to achieve the result that is desirable for the client in the execution of the treatment, whereby no guarantee can be given that the intended result of the treatment will actually be achieved or that an undisturbed course of treatment and healing will take place. Complications can always occur, such as infection, bruising, tissue death and numbness of the skin. Absolute symmetry cannot be guaranteed when performing treatment. Sometimes it is necessary to perform additional treatment to obtain a good final result. This additional treatment may entail extra costs for you as a client.

### Article 2. General terms and conditions

These general terms and conditions apply to all services and treatments offered by B.V. Doctor Nancy Anthone, general practitioner. They also apply to the conclusion and execution of all agreements between the parties. The general terms and conditions are published on the website and are also available in the practice. By merely making use of the services and/or the website of B.V. Doctor Nancy Anthone, general practitioner, the client agrees to the applicability of these general terms and conditions.

These general terms and conditions take precedence over any conflicting or contrary terms and conditions of the client.

B.V. Doctor Nancy Anthone, general practitioner, reserves the right to amend these general terms and conditions. Amendments also apply to agreements already entered into. The most recent version of these general terms and conditions always applies.

### Article 3. Proposals (offers) for a treatment agreement

All proposals are valid for one month from the date they are made, unless an alternative period for acceptance is stated in the proposal. The price mentioned in the proposal includes VAT. Each client has a statutory period of reflection of at least 14 days, between the time of the treatment proposal and the actual execution of the treatment agreement.

#### Article 4. Treatment agreement

An agreement with B.V. Doctor Nancy Anthone, general practitioner comes into effect after the client accepts a proposal for treatment and B.V. Doctor Nancy Anthone, general practitioner has indicated that she will perform the treatment. The agreement is established through the receipt of a confirmation e-mail, the online booking of an appointment and/or the deposit of a deposit.

B.V. Doctor Nancy Anthone, general practitioner reserves the right to advance or cancel scheduled appointments. The client will be notified by email or telephone. This cannot give rise to any compensation on the part of B.V. Doctor Nancy Anthone, general practitioner, in any way whatsoever.

B.V. Doctor Nancy Anthone, general practitioner, has the right to have certain activities performed by third parties if and insofar as required for the proper execution of the agreement. B.V. Doctor Nancy Anthone, general practitioner, does not need to obtain the client's permission for this.

Each client must always be able to identify himself at the first request of B.V. Doctor Nancy Anthone, general practitioner, by means of a legally recognized form of identification. If a client is unable to produce such proof of identity upon request, B.V. Doctor Nancy Anthone, general practitioner, is entitled to suspend the treatment agreement.

Modification of the treatment agreement:

1. If, prior to or during the execution of the agreement, it appears that for a proper execution it is necessary to modify or supplement the treatment to be provided, the parties will timely and in mutual consultation modify the treatment agreement accordingly.
2. If the change or supplement to the agreement has financial consequences, B.V. Doctor Nancy Anthone, general practitioner will inform the client about this before implementing the changes.

#### Article 5. Advance payment

The client is due an advance payment worth 10% of the total amount of the treatment, with a minimum of €500 in the case of an FUE, or an otherwise agreed amount, for the treatment. After confirming the agreement, a payment request will follow via email for this purpose. The price of the requested advance payment includes VAT. Payment of the advance must be made within 15 days of entering into the treatment agreement. Advance payments can be made via bank transfer or cash/bank debit on site.

Failure to pay within the 15 days will result in cancellation of the appointment. The cancellation will be notified by phone or email.

A deposit will not be returned under any circumstances. The client retains the option of treatment. In case of rescheduling of a treatment, the already paid deposit will be transferred to a new appointment.

#### Article 6. Cancellation and rescheduling of appointments

An appointment can be cancelled or rescheduled by the client up to 6 weeks before the treatment, provided that there is a demonstrable good reason and in mutual agreement with B.V. Doctor Nancy Anthone, general practitioner. Only in case of mutual agreement and written confirmation thereof,

no payment will be charged. When the treatment is cancelled on less than 6 weeks notice, when no written mutual agreement was reached or when no one shows up on the day of the treatment, this is considered as culpable negligence. In case of culpable negligence for an FUE, the full amount of payment will be charged. In the event of culpable negligence for a laser, injectables or skin enhancement treatment, an amount of 25 percent of the applicable rate will be charged.

B.V. Doctor Nancy Anthone, general practitioner, will charge the client 35 euros if consultation appointments are cancelled 24 hours or less in advance.

In the absence of proof to the contrary, the records of B.V. Doctor Nancy Anthone, general practitioner, serve as full evidence that such an appointment was made. In the event that clients, who have obtained the right to a treatment agreement through a voucher, are absent, the right to treatment will lapse without any refund of the costs of obtaining the voucher.

#### Article 7. Force Majeure

B.V. doctor Nancy Anthone, general practitioner accepts no liability whatsoever when unable to fulfill its obligations due to force majeure or extraneous cause. If the force majeure is only temporary in nature, B.V. Doctor Nancy Anthone, GP will still endeavor to fulfil the contractual obligations from the moment that this is reasonably possible again. If this period lasts longer than three months, both parties have the right to dissolve the agreement, without any obligation to pay compensation. If B.V. Doctor Nancy Anthone, general practitioner, has already partially fulfilled its obligations at the time the force majeure occurs, it is entitled to invoice the part already fulfilled separately. The same applies if B.V. doctor Nancy Anthone, general practitioner, can only partially fulfill her obligations. The client is then obliged to pay this invoice as if it were a separate treatment. However, this provision does not apply if the part of the treatment that has already been executed or can be executed has no independent value.

#### Article 8. Confidentiality

Both parties are bound to secrecy of all confidential information that they, within the framework of their agreement, have obtained from each other or from another source. Information is considered confidential if B.V. Doctor Nancy Anthone, general practitioner and or the client have so determined or if this follows from the nature of the information.

B.V. doctor Nancy Anthone, general practitioner, collects and processes the personal data of the client in accordance with the applicable Belgian legislation.

When entering into the agreement, the client automatically agrees that photographs and/or videos may be taken before, during and after treatment. If the client does not want a photo and/or video to be published, this must be explicitly reported by the client.

#### Article 9. Complaints

B.V. Doctor Nancy Anthone, general practitioner, undertakes to inform the client of possible problems and complications in the consent form. The client must read this form carefully and complete it to the best of his/her knowledge. All services requested by the client are provided under the client's own responsibility and at the client's sole risk.

B.V. doctor Nancy Anthone, general practitioner assumes a mere obligation of effort and not an obligation of result. The treatments will be carried out to the best of our knowledge and ability. B.V. doctor Nancy Anthone, general practitioner is not liable for not achieving the result the client intended, there is no refund for this. Absolute symmetry cannot be guaranteed when performing any treatment. Sometimes it is necessary to perform an additional treatment to obtain a good end result. This additional treatment may entail extra costs for you as a client.

Before entering into the agreement, the client must inform B.V. Doctor Nancy Anthone, general practitioner, of any specific problems that may affect the treatment. The client has the duty to provide all requested and necessary information that B.V. Doctor Nancy Anthone, GP needs for the proper execution of the agreement. If the information provided in the consent form has changed on the day of treatment, the client must inform B.V. Doctor Nancy Anthone, general practitioner. B.V. Doctor Nancy Anthone, GP is not responsible or liable for the result if incorrect information was provided.

Complaints about the treatment should be reported by the client to B.V. Doctor Nancy Anthone, GP immediately upon discovery. In such cases the client will be summoned by B.V. Doctor Nancy Anthone, general practitioner for a check-up appointment at short notice.

B.V. Doctor Nancy Anthone, general practitioner is insured for its professional liability. The liability of B.V. Doctor Nancy Anthone, GP, is limited to the amount of the payment made by the insurer. B.V. doctor Nancy Anthone, general practitioner, informs the client that a higher insurance can be taken out for his specific treatment, the object of the treatment agreement, if an additional premium is paid. If this is not done, the client is deemed to consider the ordinary insurance of B.V. Doctor Nancy Anthone, general practitioner, sufficient and accepts that the compensation for the damage he suffers as a result of a professional error of B.V. Doctor Nancy Anthone, general practitioner, will be limited to the amount for which B.V. Doctor Nancy Anthone, general practitioner, is insured through his professional liability insurance. B.V. Doctor Nancy Anthone, general practitioner, is never liable for consequential loss, except in the case of gross negligence or intent. In the event of unintentional damage incurred in the practice or on the premises of the practice, this is covered by the civil liability insurance. The liability of B.V. Doctor Nancy Anthone, general practitioner, is again limited to the amount paid out by the insurer. B.V. Doctor Nancy Anthone, general practitioner, is not liable for compensation for damages arising from an insurance policy, such as travel insurance. B.V. Doctor Nancy Anthone, general practitioner, is also not liable for the compensation of damage suffered by the client in the context of the exercise of his profession, such as missed workdays and/or being late for work.

#### Article 10. Payment

Payment of the balance must be made within the period agreed upon with the client by B.V. Doctor Nancy Anthone, general practitioner, in the currency in which the invoice was made.

In the event that the client is unable to pay, the claims of B.V. Doctor Nancy Anthone, general practitioner, and the obligations of the client to B.V. Doctor Nancy Anthone, general practitioner, shall be immediately due and payable.

Payment for treatment must be made in part in advance by means of an advance payment. Payment of the advance must be made within 15 days of the entering into the treatment agreement. Advance payments can be made by bank transfer or cash/bankcontact on site.

The remaining amount must be paid by bank contact or cash on the day of treatment, prior to the treatment, or at least one week before the treatment by bank transfer to the account of B.V. Dr. Nancy Anthone, general practitioner, unless otherwise agreed upon and confirmed in writing. Only after payment has been received will actual treatment be started. If B.V. Doctor Nancy Anthone has not received the full amount of the payment by the date of the appointment set for treatment, the client will be put in default, without any notice. Without any notice or formal notice, interest will be charged on the outstanding amount, in addition to the balance due, from the day after the treatment appointment. This interest is charged monthly and is calculated as 1/12th of the outstanding balance + 3 percent. Each month started counts as a full month.

In addition, all costs arising from the recovery of the outstanding debt, both judicial and extrajudicial, must be borne by the client.

B.V. doctor Nancy Anthone, general practitioner reserves the right to change the rates of the price list without further notice. The new rates will apply from the time of announcement. However, prices of current treatments remain valid. The same applies to quotations, however, only as long as the quotation is valid. If the client responds after the indicated quotation date, the client automatically agrees to the new price.

#### Article 10. Day of treatment

Prior to the appointment, Dr Nancy Anthone will forward a form to the client. The client should read it thoroughly. This form contains essential information about the possible complications and instructions regarding the pre- and post-treatment care. B.V. Doctor Nancy Anthone, GP is not responsible or liable for the outcome if the instructions are not followed correctly.

The client has been adequately informed by B.V. Doctor Nancy Anthone, GP about the purpose and limitations of the treatment as well as the inconveniences. Any additional questions should be asked before the start of the treatment.

The client commits to be present on time at the appointment made, preferably fifteen minutes in advance, and informs B.V. Doctor Nancy Anthone, general practitioner if he/she could not be present on time. If the client shows up more than 15 minutes after the scheduled appointment without notice, B.V. Doctor Nancy Anthone, general practitioner, has the right to adjust, curtail or not carry out the treatment and still charge the full cost of the treatment.

The client can be accompanied by a maximum of one person, who must wait in the room provided during the treatment.

Doctor Nancy Anthone, general practitioner, reserves the right to charge for any damage to materials or infrastructure.

In accordance with Belgian law, pets are strictly prohibited in working areas where medical treatment is performed.

B.V. Doctor Nancy Anthone, general practitioner is not liable for the loss, theft or damage of personal property brought into the practice by the contractor.

#### Article 11. Relationships with third parties

B.V. doctor Nancy Anthone, general practitioner has the right to engage third parties to perform certain actions. B.V. doctor Nancy Anthone, general practitioner does not need to obtain permission from the client for this. These third parties will be selected with the utmost care in order to achieve a good quality of execution.

#### Article 12. General

No one can transfer his or her rights and/or obligations arising from these general terms and conditions or agreements to a third party without the consent of the other party.

If any provision of these terms and conditions should be wholly or partially in conflict with a statutory provision, and therefore void, the remainder of these terms and conditions will remain in full force. If necessary, the parties will jointly agree on a new provision that is in line with the purpose of the invalid provision. The possible nullity of one of the clauses of these general terms and conditions does not affect the validity of the other clauses.

This agreement is governed by Belgian law. Any dispute regarding the interpretation or execution of a contract and regarding our invoices falls under the exclusive jurisdiction of the judicial district of Antwerp, unless otherwise provided by mandatory law.