

General Terms and Conditions of Purchase - Achmea (2025)

Table of Contents

1	Definitions	1
2	General agreements	2
3	Performance requirements	2
4	Screening and deployment of Employees	3
5	Security	3
6	Fees	3
7	Intellectual Property Rights	4
8	Confidentiality	4
9	Data	4
10	Personal Data	5
11	Audits	5
12	Locations and Subcontractors	5
13	Right of use	5
14	Liability	5
15	Assignment	5
16	Termination	5
17	Exit	6
18	Deployment of workers under Achmea's direction and supervision	6
19	Workers Allocation by Intermediaries Act (Waadi)	6
20	Delivery and ownership of Goods	6
21	Surviving provisions	7
22	Additional definitions	7
23	Use of Licensed Software	7
24	Software quality	7
25	Acceptance	7
26	Maintenance and support	8
27	Escrow	8
28	Security of ICT Environments and Achmea Data and continuity	8
29	AI as part of the Performance	8

1 Definitions

- 1.1 Achmea: Achmea B.V. or one of its Divisions with which the Supplier enters into the Agreement.
- 1.2 Achmea Data: all data shared by the Achmea Group with Supplier or generated through the use of the Performance.
- 1.3 Achmea Group: Achmea B.V. and its Divisions collectively.
- 1.4 Taxes: all taxes, levies, and social security contributions related to the Performance.
- 1.5 Contact Person: the contact person on behalf of Achmea.
- 1.6 Goods: items as referred to in Article 3:2 of the Dutch Civil Code (Burgerlijk Wetboek).
- 1.7 IP Rights: all possible intellectual property rights, including copyrights and database rights.
- 1.8 Supplier: the party entering into the Agreement with Achmea.
- 1.9 Employee: a person deployed by Supplier for the Performance.
- 1.10 Additional Work: activities that were unforeseeable and not originally included in the Agreement.
- 1.11 Division: any affiliate, subsidiary and/or group company of Achmea B.V., as meant in Articles 2:24a and 2:24b of the Dutch Civil Code.
- 1.12 Agreement: the agreement to which these General Terms and Conditions of Purchase apply.
- 1.13 Performance: all services and/or deliveries of Goods to be provided by Supplier in accordance with the Agreement.
- 1.14 Screening: investigation into an Employee's employment history prior to deployment at Achmea because these individuals (a) gain access to Achmea Data and/or (b) independently gain access to an Achmea location, the systems, or networks of the Achmea Group.
- 1.15 Confidential Information: all information not yet lawfully known to the public regarding the existence and content of the Agreement, the company, structure, systems, business activities, employees, (potential) customers, know-how, trade secrets, personal data, Achmea Data, all knowledge acquired by people, systems, algorithms and AI models (input and output), usage data, metadata, and all other information that can reasonably be considered confidential.

2 General agreements

- 2.1 Changes to the Agreement are only valid if signed by both parties.
- 2.2 Waiver of rights is only valid if this follows from a signed statement.
- 2.3 Supplier may only use trade names and trademarks of the Achmea Group for marketing purposes with written permission.
- 2.4 The Agreement is governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
- 2.5 Any and all disputes between parties shall only be submitted to the competent court in Amsterdam, the Netherlands.

3 Performance requirements

- 3.1 Supplier complies with the following requirements:
 - a) the industry standards and norms customary in Supplier's business;
 - b) laws and regulations and administrative rules relevant to the Performance;
 - c) regulations and directions provided by Achmea;
 - d) Achmea's General Code of Conduct, available at https://www.achmea.nl/duurzaamheid?sc_lang=en.
- 3.2 Achmea expects Supplier to contribute to Achmea's ambition for sustainable business, as outlined in the Supplier Code of Conduct, available at https://www.achmea.nl/leveranciers/inkoopproces?sc_lang=en.
- 3.3 Supplier cooperates upon request with investigations conducted by the Achmea Group in the context of applicable laws and regulations. For example, regarding (inter)national sanctions, prevention of money laundering, financing of terrorism, and investigation into the Ultimate Beneficial Owner(s) of Supplier. In this context, Supplier promptly reports relevant changes to the Contact Person.
- 3.4 Supplier delivers the Performance in such a way that Achmea can continuously comply with applicable laws and regulations, insofar as this can reasonably be required.

- 3.5 Supplier sufficiently informs itself about relevant information, objectives, and feasibility of the Performance within the frameworks indicated by Achmea. In case of uncertainty, Supplier consults Achmea in a timely manner.
- 3.6 Parties keep each other informed of developments and (intended) changes (e.g., in laws and regulations) that may be relevant to the execution of the Performance. If Supplier has reason to believe it cannot perform as agreed, for example due to an intended change or because Achmea fails to meet its obligations adequately, it informs the Contact Person immediately. If Supplier fails to do so, it cannot later invoke that circumstance.
- 3.7 Supplier may not suspend the Performance.
- 3.8 Supplier does not damage the reputation of the Achmea Group and informs the Contact Person immediately if this could be the case.
- 3.9 Supplier holds certifications customary in its industry and provides recent copies and assurance statements upon request.
- 3.10 All Goods provided by Achmea for use in the Performance remain the property of Achmea or third parties and may be reclaimed by Achmea at any time. Supplier stores these Goods separately and labels them as property of Achmea.

4 Screening and deployment of Employees

- 4.1 The Screening meets at least the agreements made with Achmea. Upon request, Supplier provides within 14 days a report of factual findings by a chartered accountant or another statement accepted by Achmea, showing compliance with Screening obligations. If Supplier fails to do so, parties will consult on the situation. After consultation, Achmea may impose a fine of €500 per violation per Employee.
- 4.2 Upon Achmea's request, Supplier replaces an Employee if reasonably deemed necessary by Achmea.
- 4.3 In case of replacement, Supplier ensures the new Employee meets Achmea's suitability requirements at minimum. Supplier prevents delays in the Performance or costs for Achmea due to the replacement.

5 Security

- 5.1 Supplier ensures appropriate technical and organizational measures to safeguard the security of the Performance. Supplier guarantees that the Performance meets the IT security agreements.
- 5.2 Supplier informs the Contact Person immediately and no later than within 24 hours of service interruptions, critical vulnerabilities, security incidents, data breaches, and other incidents with potentially serious consequences for Achmea Group or Supplier's continuity. Supplier reports data breaches to the Contact Person and to datalek@achmea.nl.
- 5.3 If Supplier is legally required to report an incident to a supervisory authority that (also) concerns Achmea, Achmea and Supplier will consult on how to proceed.

6 Fees

- 6.1 Agreed fees include all costs (excluding VAT), including travel and accommodation expenses, and cannot be changed unilaterally.
- 6.2 Achmea only reimburses Supplier for Additional Work if agreed in writing in advance.
- 6.3 Within 30 days after the Performance is delivered, Supplier sends an invoice with PO number, WBS element or cost center in the correct format to facturen@achmea.nl.
- 6.4 Achmea pays undisputed invoices within 30 days. If Achmea disputes part of an invoice, Supplier sends new invoices for the undisputed and disputed amounts. Payment obligation for the disputed part is suspended until an agreement is reached. After a reminder has been sent and payment remains outstanding, Supplier may charge a maximum of 4% annual interest on undisputed invoices.
- 6.5 Supplier and/or its subcontractor pays legally owed Taxes and wages timely and in full. Upon request, Supplier immediately provides a statement from a chartered accountant or the Tax Authority confirming this. If Achmea reasonably suspects non-compliance, it may suspend 50% of the fees until the statement is received. Supplier indemnifies Achmea against consequences of non-compliance with this clause.

- 6.6 Upon termination of the Agreement, Supplier immediately refunds advance payments.
- 6.7 Supplier invoices no later than 1 year after the Performance is delivered. After that, Supplier's right to claim compensation expires.

7 Intellectual Property Rights

- 7.1 Supplier guarantees that Achmea does not infringe third-party IP Rights through the use of the Performance. Supplier indemnifies Achmea against claims from third parties regarding alleged infringement of IP Rights. Parties inform each other of claims due to IP Rights infringements by third parties and, if necessary, coordinate the content and approach of the defense. If the intended use of the Performance does infringe third-party IP Rights, Supplier is obliged to end the infringement as soon as possible and ensure, at no cost, that Achmea can continue to use the Performance without loss of functionality.
- 7.2 Only if Supplier creates a bespoke deliverable specifically for Achmea as part of the Performance, Achmea shall be the owner of the IP Rights to that deliverable. To the extent these IP Rights are not already legally vested in Achmea, Supplier hereby unconditionally and without limitation transfers the IP Rights to the deliverable to Achmea in advance, which Achmea hereby accepts in advance. If further transfer actions are required, Supplier shall cooperate free of charge. If the deliverable contains components to which Supplier and/or third parties retain rights, Supplier ensures that Achmea may irrevocably, globally, and perpetually use the deliverable in line with its intended purpose, modify it and transfer it to third parties. Upon request of Achmea, Supplier provides all relevant materials, files, and source codes of the bespoke deliverable. Supplier then also waives—where possible—any moral rights related to the deliverable.

8 Confidentiality

- 8.1 Parties use Confidential Information solely for the execution of the Agreement and keep it confidential.
- 8.2 A party may only share Confidential Information with third parties with prior written consent from the other party. Disclosing Confidential Information to AI systems/models that can learn from provided input data or use connections to other systems or the internet also falls under this prohibition.
- 8.3 Parties take all reasonable measures to ensure confidentiality of the Confidential Information, including agreeing on confidentiality with employees and other service providers.
- 8.4 A confidentiality obligation does not apply to information that:
 - a) has become publicly known without breach of a confidentiality obligation;
 - b) has been disclosed because a party is legally required to do so due to laws or regulations, an investigation by a competent supervisory authority, a court ruling, or a decision through alternative dispute resolution;
 - c) was demonstrably already known to the receiving party before being disclosed by the disclosing party or was demonstrably independently developed by the receiving party.
- 8.5 The receiving party shall, upon request of the disclosing party, provide and/or destroy all Confidential Information, unless a legal provision prevents this. Upon termination of the Agreement, Supplier shall provide all Achmea Data to Achmea and subsequently destroy all Achmea Data in accordance with industry practice. Supplier shall provide proof of destruction upon Achmea's request.
- 8.6 If Supplier breaches this article, parties shall consult on the situation. After consultation, Achmea may impose a fine of €25,000 per violation.

9 Data

- 9.1 Supplier shall immediately inform the Contact Person if a third party requests access to or delivery of Achmea Data. Supplier shall only cooperate if legally required to do so and shall only provide the required data. If legally permitted, Supplier shall inform the Contact Person of such disclosure.
- 9.2 If Supplier provides personal data to Achmea, Supplier guarantees that the data is accurate, complete, current, and lawfully obtained, that data subjects have been properly informed in advance where necessary, and—if required—valid and demonstrable consent has been obtained.

- 9.3 Implementing functionalities in websites or apps that may share personal data or other Achmea Data with third parties requires Achmea's prior written consent.

10 Personal Data

- 10.1 Achmea indemnifies Supplier and Supplier indemnifies Achmea against the consequences of non-compliance with laws and regulations regarding the processing of personal data by Achmea and Supplier respectively.
- 10.2 Parties assist each other in complying with data subjects' rights.
- 10.3 Supplier shall not transfer Achmea's personal data to, or make it accessible from, a location outside the European Economic Area (EEA), nor allow third parties to do so.

11 Audits

- 11.1 Achmea may have an (internal or external) auditor conduct an investigation related to the Agreement, and Supplier shall cooperate.
- 11.2 Achmea shall announce an audit in advance if reasonably possible.
- 11.3 Supplier shall also cooperate with investigations by supervisory authorities of the Achmea Group.

12 Locations and Subcontractors

- 12.1 Supplier shall inform Achmea in advance and in a timely manner if it intends to change an agreed location.
- 12.2 Engaging or changing subcontractors is only permitted with Achmea's written consent.
- 12.3 Supplier ensures that subcontractors, including freelancers (ZZP'ers), comply with all relevant provisions of the Agreement.

13 Right of use

- 13.1 Achmea may allow Achmea B.V. or another Division and, if necessary to provide services to Achmea, its service providers to use the Performance.
- 13.2 The provisions in the Agreement and these General Terms and Conditions of Purchase are also made for the benefit of Achmea B.V. and its Divisions that use the Performance. They therefore also have the right to invoke the Agreement and these General Terms and Conditions of Purchase against Supplier. This constitutes a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code.
- 13.3 If a business activity and/or a Division of Achmea B.V. is transferred to a third party, this third party may continue to use the Performance under the terms of the Agreement for up to 12 months after the transfer.

14 Liability

- 14.1 A party's liability is limited to €2,000,000 (two million euros) per contract year. This limitation does not apply to indemnifications, breaches of confidentiality, breaches of agreements relating to personal data, intent or gross negligence, and death or injury.
- 14.2 If Supplier has to pay a fine, Achmea is entitled to compensation for actual damages exceeding the fine.
- 14.3 Supplier maintains sufficient insurance coverage for potential damages to Achmea. Upon request, Supplier provides the Contact Person with a copy of the insurance certificate.
- 14.4 Articles 6:89, 7:23, and 7:761 of the Dutch Civil Code do not apply.

15 Assignment

- 15.1 The Agreement may only be assigned to a third party with Achmea's written consent.
- 15.2 Supplier shall inform the Contact Person as soon as possible in the event of a merger, acquisition, legal demerger or operational division of Supplier, or a significant change in control of Supplier. Parties may then negotiate any necessary changes to the Agreement.
- 15.3 Achmea may assign its rights and obligations under the Agreement to Achmea B.V. or another Division, to a third party acquiring a business activity for which the Performance is delivered, or in the event of outsourcing a business process. The Contact Person will inform Supplier of this as soon as possible.

16 Termination

- 16.1 Achmea may terminate (opzeggen) the Agreement without cause with a notice period of 60 days, unless a different period is agreed in the Agreement, without owing any compensation due to the termination.
- 16.2 A party may immediately terminate the Agreement (in whole or in part) if:
- a) the other party has been declared bankrupt;
 - b) the other party has been granted suspension of payments;
 - c) the other party has requested its own dissolution.
- 16.3 Achmea may immediately terminate the Agreement (in whole or in part), without owing any compensation due to the termination, if:
- a) Achmea reasonably determines that it can no longer continue doing business with Supplier, for example due to applicable (inter)national sanctions laws or regulations;
 - b) a supervisory authority has raised objections to the continuation or execution of the Agreement and the parties have not been able to resolve these objections within one month.

17 Exit

- 17.1 Upon termination of the Agreement, insolvency, liquidation, or cessation of Supplier's business activities, Supplier shall cooperate in a smooth termination or transition of the Performance to Achmea or a third party. The Agreement remains applicable during this period.
- 17.2 Parties shall make reasonable exit arrangements that ensure continuity of the Performance and prevent impact on customers of the Achmea Group. This includes arrangements regarding access, recovery, and return of data used in the execution of the Performance in an easily accessible format.

18 Deployment of workers under Achmea's direction and supervision

- 18.1 When providing workers, Supplier shall:
- a) ensure that no payroll construction is involved;
 - b) deploy workers with whom it has an employment contract;
 - c) comply with the applicable collective labor agreement and other employment conditions;
 - d) timely request from Achmea the information needed to determine the worker's employment conditions;
 - e) record all employment-related agreements of the worker in a clear and accessible manner;
 - f) immediately notify the Contact Person in writing if it expects not to be able to pay the salary of a worker deployed at Achmea (on time);
 - g) ensure that an Achmea-approved subcontractor only provides workers with whom it has an employment contract.
- 18.2 Supplier indemnifies Achmea against consequences of non-compliance by Supplier or subcontractor with the Dutch Workers Allocation by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs or Waadi) or any other laws or regulations regarding the deployment or provision of workers.

19 Workers Allocation by Intermediaries Act (Waadi)

- 19.1 Supplier complies with the obligations under the Waadi.
- 19.2 Supplier registers with the Dutch Chamber of Commerce prior to commencing work and provides Achmea with an extract showing this registration.
- 19.3 Supplier guarantees that workers comply with identification requirements before being deployed at Achmea.
- 19.4 Supplier guarantees that changes in registration are communicated to the Contact Person as soon as possible.

20 Delivery and ownership of Goods

- 20.1 This article applies if Supplier delivers Goods to Achmea.
- 20.2 Achmea becomes the owner of the Goods once they have been delivered at the agreed location and accepted. Until ownership is transferred, the Goods remain at Supplier's risk.

- 20.3 Achmea may inspect the Goods upon delivery. Supplier shall promptly collect rejected Goods and, at Achmea's discretion, replace or credit them.
- 20.4 Supplier is obliged to test the Goods prior to delivery and ensure they are operational. Supplier shall collect packaging materials free of charge upon request.
- 20.5 If a defect occurs within the normal lifespan, the Goods are deemed not to comply with the Agreement, unless Supplier proves the defect is due to normal wear and tear or an error by Achmea.
- 20.6 Supplier shall be able and willing to maintain and repair the Goods during their normal lifespan.

21 Surviving provisions

- 21.1 Provisions that by their nature should remain in effect after ending of the Agreement shall remain in force, including the provisions on liability, indemnifications, personal data, IP Rights, confidentiality, informing about AI functionality, applicable law, competent court, and escrow.

Software and ICT Services

The following articles apply only if Supplier provides software and/or ICT services to Achmea as part of the Performance.

22 Additional definitions

- 22.1 Software: software made available to Achmea by Supplier, including ICT Environment and Licensed Software, embedded components, documentation, updates and Versions, as described in the Agreement.
- 22.2 Licensed Software: software without an ICT Environment.
- 22.3 ICT Environment: an environment of hardware and software components, including Infrastructure-, Platform-, and Software-as-a-Service.
- 22.4 Version: a modified version of the Software.

23 Use of Licensed Software

- 23.1 Supplier grants Achmea an irrevocable, worldwide, perpetual right to use the Licensed Software.
- 23.2 Achmea may make copies of the Licensed Software and use them on separate systems for: production, testing, development/configuration, acceptance, business continuity, backup, and disaster recovery.
- 23.3 Achmea may modify, replicate, disassemble, or decompile the Licensed Software if necessary for interoperability with other software or if Supplier does not provide support.

24 Software quality

- 24.1 Supplier will test the Software prior to delivery and only make it available if it complies with the Agreement.
- 24.2 Supplier guarantees that for one year after acceptance by Achmea the Software continues to comply with the Agreement and contains no material design or programming errors, viruses, or other undesirable elements, and cannot be disabled remotely.
- 24.3 Within this year, Supplier shall repair all defects within a reasonable period of time.
- 24.4 If Licensed Software is not repaired within this period, Achmea can have it repaired by a third party at Supplier's expense.
- 24.5 Supplier shall provide Achmea with up-to-date, complete, and understandable documentation in Dutch or English regarding the features and functionalities of the Software.

25 Acceptance

- 25.1 Achmea may conduct an acceptance test to verify whether the Software complies with the Agreement.
- 25.2 Acceptance of the Software occurs through written confirmation by Achmea.

- 25.3 If Achmea does not accept the Software, Supplier shall, at Achmea's discretion: (i) remedy the defects free of charge within a reasonable period, or (ii) refund the fees paid by Achmea for the Software.

26 Maintenance and support

- 26.1 If the Performance includes maintenance, Supplier shall timely provide new Versions, maintaining the agreed functionality and without requiring Achmea to incur significant costs to be able to use those Versions.
- 26.2 If the Performance includes maintenance, Licensed Software shall remain compatible with both the latest and the previous major version of the operating system for which it was developed.
- 26.3 Maintenance of ICT Environments shall only take place during pre-agreed timeframes.

27 Escrow

- 27.1 At Achmea's request, Supplier shall deposit the Software's source code with an independent escrow agent under customary conditions. Additional agreements may be made if necessary.
- 27.2 At the time of signing the escrow agreement, Supplier will grant, also on behalf of its licensors where necessary, a perpetual right to use the Software and its source code.
- 27.3 After release from escrow, Achmea may use, modify, improve, maintain, and copy the Software and source code without restriction for the benefit of the Achmea Group.
- 27.4 Supplier guarantees that the Version of the Software held in escrow corresponds to the Version used by Achmea.

28 Security of ICT Environments and Achmea Data and continuity

- 28.1 Supplier shall continuously implement appropriate technical and organizational measures to secure and protect physical locations, ICT Environments, Achmea Data, and backups against unauthorized or unlawful access or processing, accidental loss, destruction or damage.
- 28.2 Supplier shall continuously implement appropriate continuity measures. In the event of an incident, Supplier cannot invoke force majeure if the incident could have been prevented by taking appropriate continuity measures.
- 28.3 Supplier shall make backups of Achmea Data at an appropriate frequency.
- 28.4 Supplier shall enable Achmea to store Achmea Data in a format of Achmea's choosing to create its own backups.
- 28.5 Supplier shall investigate vulnerabilities in ICT services and their root causes and implement appropriate mitigating measures.

29 AI as part of the Performance

- 29.1 This article applies if artificial intelligence (AI), as defined in the EU Artificial Intelligence Act (AI Act), is part of the Performance.
- 29.2 Supplier and the AI systems used shall continuously comply with the AI Act and any other relevant laws and regulations. Supplier indemnifies Achmea against consequences of non-compliance.
- 29.3 Parties shall describe in the Agreement what the AI system does and make additional arrangements if necessary to comply with laws and regulations.
- 29.4 Supplier shall inform the Contact Person in writing in advance before applying a new AI functionality or making material changes to functionalities or risks.
- 29.5 Supplier does not grant AI systems that are part of the Performance access to Confidential Information without Achmea's written consent.
- 29.6 At Achmea's request, Supplier shall provide the information reasonably required by Achmea regarding the operation, underlying logic, training data used, limitations, and risks of the AI system. Information provided in this context shall not be considered Confidential Information.
- 29.7 Supplier shall ensure that the AI system has no connections to other systems or the internet, unless explicitly described in the Agreement.
- 29.8 Supplier shall not use Achmea Data or instructions provided by Achmea to the AI systems for further development of AI models or systems, unless explicitly agreed in the Agreement.