

General Terms and Conditions for Treatment Agreements

Article 1: Definitions

The following terms below are defined for the purpose of these Terms and Conditions:

- 1.1 *Debtor*: Any person or entity, with the exclusion of (para) medical care providers providing treatment or care at the instruction of or through the Hospital, with whom the Hospital enters into an agreement in relation to the provision of Hospital Services to the Patient. Debtors include but are not limited to (social) health insurance companies.
- 1.2 *Hospital*: All locations, including any branch (outpatient clinic) or office,¹ of the Stichting Algemeen Ziekenhuis Sint Maarten, a foundation established in accordance with the laws of Sint Maarten, trading under the name Sint Maarten Medical Center (abbreviated 'SMMC') and/or Sint Maarten General Hospital (abbreviated 'SMGH'). Hospital also includes any (independent) medical specialists admitted to the Hospital based on a written agreement with the Hospital and/or care providers employed or engaged by the Hospital, insofar as these medical specialists and/or care providers provide Hospital Services inside the Hospital.
- 1.3 *Hospital Services*: Services, including but not limited to hospitalization, day treatment, emergency care, outpatient treatment or consultation, paramedical consultations or treatment, hospitalized care, examinations and all other services, whether or not specialized, provided by or on behalf of the Hospital to Patients, as well as all related services or activities in the Hospital, with the exception of medical laboratory services provided inside the Hospital by Sint Maarten Laboratory Services (SLS).
- 1.4 *Other Services*: Other services provided by or through the Hospital to the Patient in addition to the Treatment Agreement.²
- 1.5 *Patient*: Any individual who receives or is entitled to receive Hospital Services under a Treatment Agreement and/or his/her legal representative.
- 1.6 *Treatment Agreement*: Any agreement entered into between a Patient and the Hospital for the provision of Hospital Services.

Article 2: General

Mission

- 2.1 The Hospital operates under a mission to provide high-quality, accessible, affordable, and friendly hospital care in the best interest of Patients, close to home.

Establishment and availability of General Terms and Conditions

¹ These General Terms and Conditions also apply to the care provided in the Hospital locations in Saba and St. Eustatius

² These services include, but are not limited to, the provision of services that may be offered to a patient such as the lease of a telephone or tablet, the delivery of special meals, the provision of parking or lodging facilities, as well as final care or an autopsy.

- 2.2 These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") have been duly established by resolution of the Hospital's Board of Directors and have been approved by the Hospital's Supervisory Council.
- 2.3 These Terms and Conditions are deposited at Court in First Instance of Sint Maarten and the Chamber of Commerce and Industry and are available at the service desk and on the Hospital's website at www.smgh.sx. Additionally, a copy of these Terms and Conditions shall be provided upon request directed to the secretary of the Board of Directors via info@smmc.sx.³

Organization

- 2.4 The Hospital operates under the trade name Sint Maarten Medical Center (abbreviated 'SMMC') until the new Hospital building is taken into use and shall as of that moment operate under the trade name Sint Maarten General Hospital (abbreviated 'SMGH').
- 2.5 The Hospital is 100% shareholder of Sint Maarten Medical Center Pharmacy N.V., active under the trade name Cay Hill Pharmacy. The Sint Maarten Medical Center Pharmacy N.V. also operates as the hospital pharmacy (in Dutch 'ziekenhuisapotheek').

Patient Bill of Rights and Code of Conduct

- 2.6 A Patient Bill of Rights has been established. This Bill is available at the service desk and is published on the Hospital's website at www.smgh.sx. Additionally, a copy shall be provided upon request directed to the secretary of the Board of Directors via info@smmc.sx.⁴
- 2.7 A Code of Conduct applies within the Hospital. All Patients and those individuals that accompany or visit Patients in the Hospital must adhere to this Code of Conduct. The Code of Conduct is available at the service desk and on the Hospital's website at www.smgh.sx. Additionally, a copy shall be provided upon request directed to the secretary of the Board of Directors via info@smmc.sx.⁵
- 2.8 The Hospital may decline access to individuals visiting or accompanying a Patient or have these individuals removed from Hospital premises in case of troublesome and/or harmful conduct that impedes the orderly operation of the hospital, that is bothersome or harmful to the health or well-being of Patients, care providers and/or staff.

Advance Directive

- 2.9 While the Hospital takes every precaution, invasive procedures carry risks that may result in a patient being temporarily unable to make medical decisions. Patients, and particularly those with elevated risks, are strongly encouraged to discuss their wishes with their treating physician before their medical

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procedure. Putting your preferences in writing – such as an advance directive (*‘wilsverklaring’*) regarding resuscitation or specific treatments – ensures your voice is known and respected.

Complaints and Compliments

- 2.10 A Patient can, if he/she is not satisfied with the care received or the manner in which he/she has been treated, submit a complaint with the Hospital complaint officer via complaints@smmc.sx⁶ or by completing and submitting a complaint form at the service desk. The Complaint Regulation and a Complaint form can be downloaded from the Hospital’s website (www.smgh.sx) and are available at the service desk. The Complaints Procedure can also be requested from the complaints officer via complaints@smmc.sx. By submitting a complaint and sharing their experiences, a Patient enables the Hospital to enhance its care and services, thereby better serving Patients in the future.
- 2.11 A Patient can also, if he/she is satisfied with the care and treatment received, submit a compliment. Compliments can be submitted via the Hospital’s website (www.smgh.sx), the service desk or by emailing to info@smmc.sx.⁷

Article 3: Applicability

- 3.1 These Terms and Conditions enter into force on August 1st, 2026, and apply to all new and, upon re-establishment in accordance with Article 6, continued Treatment Agreements between the Patient and the Hospital and between Debtors and the Hospital, in relation to the provision of Hospital Services.
- 3.2 Any deviation from these Terms and Conditions shall be valid only if explicitly agreed upon in writing.
- 3.3 Should any uncertainty or lack of clarity exist concerning the interpretation of one or more provisions of these General Terms and Conditions, the interpretation shall take place as much as possible "in the spirit" of these provisions. The original Dutch text prevails.
- 3.4 Should any provision of these Terms and Conditions be declared null and void or invalid by the competent court of law, the remaining provisions shall remain in full force and effect.
- 3.5 If the competent court of law declares any provision wholly or partially void or unenforceable, then the Hospital reserves the right to amend the affected provision while preserving the essence of the original Terms and Conditions.

Article 4: Identification

- 4.1 Each Patient must always be able to identify himself at the first request of the Hospital with a legally recognized and valid proof of identity. In case a Patient is incapacitated (in Dutch *‘wilsonbekwaam’*)

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and is accompanied by a (legal) representative, then the (legal) representative must also show a legally recognized and valid proof of identity upon first request.

- 4.2 In case an incapacitated (in Dutch '*wilsonbekwaam*') Patient has his/her own proof of identity, then the Patient must comply with the identification requirement by adding it to the (legal) representative's proof of identity.
- 4.3 Failure to provide identification may result in suspension of the Treatment Agreement unless it is for acute care to be provided.

Article 5: Contact information

- 5.1 The Hospital contacts Patients using the contact details provided by them, including their home and email address and/or (mobile) telephone number. These contact details may be used, for example, for making, confirming and changing appointments, sending patient satisfaction surveys and, where applicable, sending invoices and payment reminders. The lawful bases for these processing activities, as well as the other purposes for which the Hospital processes personal data, are set out in Article 12.
- 5.2 Patients and Debtors must promptly notify the Hospital of any changes to their contact information, including their address upon relocation. Timely notification of any changes remains their ongoing responsibility. Failure to do so may lead to delays or errors in correspondence and billing, at the expense and risk of the Patient.
- 5.3 In the event of registration and admission, the Hospital requests Patients to provide details of a legal representative as referred to in Article 7:465 of the Civil Code and may additionally request the Patient to provide details of a Contact Person. A Contact Person acts as the Hospital's primary point of contact for non-medical, operational communications in cases where the Patient is temporarily unreachable or unable to communicate. The designation of a Contact Person does not affect the statutory representation regime of Article 7:465 of the Civil Code: if a Patient is unable to reasonably assess his or her interests in this respect, the Hospital shall consult with the legal representative in accordance with the order of priority set out in Article 7:465 of the Civil Code, regardless of who has been designated as Contact Person within the meaning of this article.
- 5.4 Changes to the contact details of the legal representative and the Contact Person must be communicated by the Patient to the Hospital. The Hospital shall not be liable to the Patient for any delay in communication that directly results from the failure to communicate such changes.

Article 6: Establishment of Treatment Agreement

- 6.1 A Treatment Agreement is established when the Patient explicitly or implicitly instructs the Hospital to perform a medical treatment or related services within the scope of the Hospital's activities, and the Hospital agrees to perform these services.
- 6.2 For treatments requiring an advance appointment, a Treatment Agreement is deemed established when a Patient has scheduled an appointment.

- 6.3 The Treatment Agreement can by law be concluded by another person on behalf of the Patient. In the case of a minor under the age of 12, the parent or legal representative enters into the treatment agreement. If the minor Patient is older than 12 years, a Treatment Agreement is in principle concluded exclusively with the consent of both the minor and the parents or legal representative(s). In the case of an incapacitated (in Dutch '*wilsonbekwaam*') Patient, the legal representative enters into the agreement on behalf of the Patient.
- 6.4 In cases of emergency care, the Treatment Agreement is established when the Patient is transferred to the Hospital by ambulance personnel or when the Patient reports at the reception desk of the Hospital's Emergency Room.
- 6.5 Unless explicitly agreed upon otherwise in the Treatment Agreement, the Patient also instructs the Hospital, when entering into a Treatment Agreement, to provide the customary end-of-life care in the event of death within the Hospital. The preceding sentence does not apply if the immediate family of the Patient as described in the last sentence of Article 7:465 paragraph 3 of the Civil Code informs the Hospital within 3 (three) hours after the death of the Patient that they have made other arrangements themselves. The services provided by or on behalf of the Hospital as end-of-life care will be charged separately at the rates applicable at that time.
- 6.6 By entering into a Treatment Agreement, the Patient acknowledges that he/she shall comply with the Code of Conduct.
- 6.7 By entering into the Treatment Agreement, the Patient agrees to provide access to his electronic medical record to healthcare providers, both inside and outside the Hospital, to the extent necessary for the provision of optimal care.
- 6.8 The Treatment Agreement remains in effect until the treatment is completed and/or the Treatment Agreement is terminated in accordance with Clause 8 of these Terms and Conditions or Article 7:460 of the Civil Code.

Article 7: Informed consent, right to refuse treatment and right to seek a second opinion

- 7.1 The Hospital shall, in principle, inform the Patient clearly, and in writing if requested, about the intended examination and the proposed treatment and about developments regarding the examination, the treatment and the patient's state of health. The patient shall, to the best of his/her knowledge, provide the Hospital with the information and cooperation it reasonably requires for the performance of the Treatment Agreement.
- 7.2 Acceptance of Hospital Services following the provision of information by the Hospital as described in the 1st paragraph, constitutes informed consent. This includes, but is not limited to, routine procedures or treatments such physical examinations, administration of medication, diagnostic imaging and use of local anesthesia.
- 7.3 Patients have the right to refuse treatment.
- 7.4 Patients have the right to seek a second opinion at their discretion. The Hospital is not bound by, nor required to act in accordance with, the findings or recommendations of the second opinion.

Article 8: Termination or suspension of Treatment Agreement

- 8.1 The Treatment Agreement may be suspended or terminated by the Hospital, or a new treatment agreement may be refused if
- the Patient behaves or has behaved so inappropriately or improperly towards the Hospital, its staff, employees or volunteers and/or towards fellow Patients or their visitors that the situation becomes or has become unworkable, the provision of assistance to others threatens to be jeopardized or has been jeopardized or the relationship of trust is irreparably disrupted.
 - the Patient has not fulfilled his/her payment obligation on time. An exception to this applies to acute care.
- 8.2 Termination of the Treatment Agreement can take place at any time unilaterally by the Patient or by mutual consent.

Article 9: Cancellation of appointments

- 9.1 If the Patient is unable to keep an appointment for consultation or medical treatment, he/she must cancel the appointment at least 24 (twenty-four) hours in advance, except in cases of force majeure.
- 9.2 If the Patient does not cancel a scheduled appointment 24 hours in advance, then the Hospital may charge the Patient the rate of the scheduled consultation or treatment.
- 9.3 In the absence of evidence to the contrary, the Hospital's records shall constitute full proof that such an appointment was made or cancelled.

Article 10: Payment*General*

- 10.1 The Patient owes the Hospital the rate for medical treatment provided by the Hospital, based on the rates set by the Hospital insofar as these are not paid directly by the Patient's health insurer based on Sint Maarten's applicable (social) health insurance laws or based on a valid agreement between the Hospital and the Patient's insurer.
- 10.2 Fees for services provided inside the Hospital by Sint Maarten Laboratory Services (SLS) or by (physician) consultants⁸ as well as fees for services provided outside the Hospital by non-staff physicians⁹ are not owed to the Hospital and will be billed by the respective care providers, either

⁸ Care providers who are affiliated with another healthcare provider. When, due to a Patient's condition, the Patient is for example unable to visit this psychiatrist in his own practice, and the care is provided inside the Hospital, then the Patient shall not be billed for these services by the Hospital, but by the external care provider.

⁹ Physicians who are admitted to the Hospital on the basis of an admission agreement but also have a practice outside the Hospital. The services provided outside of the Hospital will not be billed by the Hospital, only the services provided inside the Hospital shall be billed by and owed to the Hospital.



directly to the Patient or to their medical insurance provider. Similarly, medication dispensed by the Cay Hill Pharmacy upon discharge is not part of the Hospital Services and will be billed separately.

- 10.3 The Patient owes the Hospital the rate for Other Services, based on the rates set by the relevant service provider.

Insurance

- 10.4 The Patient must provide with accurate and up-to-date insurance details upon their first visit and whenever requested by the Hospital or immediately following any changes.
- 10.5 If required by the insurer, the Patient must obtain and provide authorization before any treatment is given.
- 10.6 The Patient remains personally end-responsible for full payment of the Hospital's bills in the event the health insurer refuses authorization, denies coverage or enters into a reimbursement dispute.
- 10.7 The Patient authorizes the Hospital to request payment on his/her behalf of the treatment from the health insurer or insurance company. Before the treatment, the Patient provides the hospital with the necessary accurate insurance information. The Hospital will endeavor, insofar as a Patient is insured with an insurance company with which it has concluded an agreement, to obtain payment for the treatment and care provided to the Patient from the Patient's health insurer to the extent reasonably possible. Upon receipt of the reimbursement from the insurance company, the Hospital settles the amounts received by deducting them from what the Patient owes to the Hospital on account of the treatment or care provided.
- 10.8 The Patient authorizes the Hospital to release any medical information necessary to process related health insurance claims directly to the Patient's health insurer and/or its legitimate agents.

Advance payment, deposit security

- 10.9 Subject to exclusion by or pursuant to the law, the Hospital may, if there is reasonable cause to do so, request the Patient to pay in advance, to make a reasonable deposit or to provide security before the Hospital Services are provided. In any case, the hospital may ask for a reasonable deposit or advance payment in advance:
- a. if the Patient is not or only partially insured for the costs of the treatment or care or Other Services to be provided;
 - b. if case a personal contribution or deductible applies based on relevant laws or regulations or agreement between the Hospital and the Patient's insurance provider;
 - c. if the Patient wishes to receive treatment or care that falls in whole or in part outside the insurance package applicable to that Patient;
 - d. if the Hospital has not (yet) concluded a contract with the health insurer for the treatment or care in question. This also applies if the treatment is no longer covered by the existing agreements with the health insurer.
- 10.10 Any advance or deposit payment made shall be deducted from the final invoice after termination or conclusion of the treatment or care.

10.11 If the Patient is unwilling or unable to pay in advance, make a deposit or provide security, the Hospital can postpone or refrain from providing the requested services, unless – subject to the assessment of the responsible physician – the Patient is in need of acute care.

Invoicing, payment terms

10.12 Subject to exclusion by or pursuant to the law, the Hospital can, in the situations referred to in Clause 10.9 of these Terms and Conditions and when a Patient has received treatment or care that is not or only partially covered by his/her medical insurance, present the Patient with a preliminary invoice, which needs to be settled prior to discharge.

10.13 Subject to exclusion by or pursuant to the law, the Hospital can send a final invoice for treatment and care provided to the Patient as soon as possible, but no later than two months after the conclusion of the treatment in question. Payment is due within 30 (thirty days) after the invoice date.

10.14 Objections to the amount of an invoice do not suspend the Patient's obligation to pay it within the specified term.

10.15 The Hospital may at any time, and subject to its full discretion, propose a payment plan to the Patient and, if accepted by the Patient, formalize this in a written agreement.

Refund of deposits

10.16 If an advance payment or deposit was made that exceeds the actual charges as stated in the final invoice, then the difference will be refunded to the Patient.

Default

10.17 If the Patient has not paid the Hospital's invoice within the payment term stated on the invoice, or not in accordance with the payment terms agreed upon in a payment agreement, he/she will be in default without further notice of default being required. After the expiry of that period, the Hospital will send the Patient a payment reminder and give him/her the opportunity to pay within 14 (fourteen) days of the date of the payment reminder.

10.18 If the invoice from the Hospital has not been paid or has not been paid in full, or if the agreed upon payment is not (fully) made after the second payment term has been issued, the Patient shall be liable for all reasonable costs incurred by the Hospital in collecting outstanding amounts, whether through judicial or extrajudicial means. The Hospital may in such case also charge the Patient the statutory interest on the unpaid part of the invoice from the moment the initial payment term has expired until the date full payment has been received.

10.19 If the Hospital's invoice has not been paid or has not been paid in full, or if the agreed upon payment is not (fully) made after the second payment term has been issued, this will also result in all outstanding claims of the Hospital against the Patient, despite any stipulations or agreements to the contrary, becoming immediately due and payable.

10.20 If the Hospital uses third parties such as collection agencies in the context of the collection of claims against the Patient, or transfers such claims to such third parties, the Hospital is entitled to provide the Patient billing data known to it to these third parties.

No set-off

10.21 The Patient cannot invoke set-off if the Patient's counterclaim is disputed by the Hospital on good grounds.

Article 11: Rates and Fees

- 11.1 The Hospital reserves the right to change the rates and fees at any time without prior notice unless legally established rates and fees apply.
- 11.2 The Hospital's rates and fees are subject to indexation and change. Upon request, the Hospital shall provide a Patient with a rate or price indication for a specific Hospital Service. Such request is to be submitted to info@smmc.sx.¹⁰
- 11.3 A Patient will be charged based on the rates and fees that are in effect at the time the medical treatment or service was performed.

Article 12: Privacy and Data Protection

- 12.1 The Hospital processes all personal data, including medical data (data concerning health), in accordance with the National Ordinance on the Protection of Personal Data (in Dutch: Landsverordening bescherming persoonsgegevens) and other applicable laws and regulations regarding data protection and healthcare. In doing so, the principles of lawfulness, purpose limitation, data minimization, accuracy, and security are strictly observed. The Hospital takes appropriate technical and organizational measures (including in the electronic patient record) to safeguard the confidentiality and integrity of this data.
- 12.2 The Hospital processes personal data only on the basis of a legal ground (such as the performance of the Treatment Agreement, a legal obligation, or vital interests) and for the following purposes: medical diagnosis and treatment, continuity and coordination of care, billing, settlement with health insurers, internal hospital administration (such as planning and communication), quality assurance, patient satisfaction surveys, complaint management, fraud prevention, and statutory (public) reporting obligations.
- 12.3 All personal data is subject to medical professional secrecy. The Hospital does not provide data to third parties without prior consent, unless this is necessary for treatment or the provision of care (such as in the case of referrals, laboratories, or pharmacies), for payment processing by engaged processors, or to comply with a legal obligation or a binding governmental order. The Hospital informs the Patient

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in advance of the transfer of medical information to third parties, unless providing such information in advance would delay or frustrate the performance of the treatment or the provision of emergency care. In that event, the Patient is informed afterwards as soon as possible.

- 12.4 In accordance with the law, the Patient has the right to access, correction of, and a copy of his or her personal data. A complete overview of these rights and of the manner in which the Hospital handles privacy matters can be found in the Hospital's Privacy Statement.
- 12.5 The Hospital uses camera surveillance systems on its premises in the legitimate interest of ensuring the safety and protection of staff, employees, suppliers, Patients, visitors, guests, and property. Cameras are installed only in publicly accessible or operational areas and are explicitly excluded from patient rooms, consultation areas, restrooms, or other spaces where a high expectation of privacy exists. Data subjects are informed of the presence of camera surveillance by means of clearly visible signage at the entrances of the Hospital's premises and buildings.
- 12.6 The personal data processed through video recordings, which may also include special categories of personal data, are processed exclusively for security, incident prevention, and investigation purposes, in accordance with applicable privacy and data protection laws. Access to recorded material is strictly limited to authorized Hospital personnel and, where necessary, to law enforcement or other competent authorities. Recordings are not provided to third parties, except where legally required or justified under applicable privacy and data protection laws.
- 12.7 All recordings are treated with the utmost confidentiality, in accordance with medical professional secrecy obligations and data protection requirements, and are retained only for as long as necessary to achieve the purposes stated above, after which they are securely deleted or anonymized. The Hospital takes appropriate technical and organizational measures to safeguard the integrity and confidentiality of the recordings. By entering the Hospital's premises, Patients acknowledge and accept the use of camera surveillance as described in this Article.
- 12.8 The confidentiality obligation set out in this Article shall continue to apply after termination or expiry of the Treatment Agreement, in accordance with applicable law.

Article 13: Liability

- 13.1 The Hospital shall not be liable for (among other things) damage, loss or theft of the Patient's personal property unless the Patient has suffered property damage due to proven fault or negligence (in Dutch '*schuld of nalatigheid*') on the part of the Hospital.
- 13.2 The Patient may hold the Hospital liable for damage resulting from medical treatment provided by the Hospital. Every liability claim must be submitted in writing and addressed to the Board of Directors of the Hospital. Upon receipt of such a claim, the Hospital shall notify its professional liability insurer, which shall subsequently investigate whether the Hospital is liable and, if liability is established, to what extent the damages will be compensated. The Patient undertakes to cooperate reasonably with the investigation to be conducted by this insurer. The Hospital may request the Patient to consent to the provision of personal data to the insurer, insofar as this is necessary to investigate the validity of

the claim and/or the extent of the damages. If the Patient refuses to grant this consent, this may result in such an investigation possibly being incapable of being carried out and may lead to the rejection of liability.

Article 14: Amendments to these General Terms and Conditions

- 14.1 The Hospital reserves the right to change or modify these Terms and Conditions at any time. Reasonable efforts will be made to notify Patients of changes or modifications.
- 14.2 Changes or modifications will apply to existing Treatment Agreements unless the Hospital specifies otherwise.
- 14.3 If a Patient does not wish to accept a change that relates to a Treatment Agreement and/or agreement to provide Other Services entered into by him/her, he/she may terminate the agreement with the Hospital in writing with effect from the date on which the amendment takes effect. The written notice of termination must be received by the Hospital before the effective date of the amendment.

Article 15: Applicable law and competent court

- 15.1 All Treatment Agreements and any other agreements arising from or relating to these Terms and Conditions are, insofar as they are executed in Sint Maarten, exclusively subject to Sint Maarten law. Any disputes that may arise between the Hospital and the Patient will be submitted to the exclusive jurisdiction of the competent court in Sint Maarten and are subject to appeal.
 - 15.2 Insofar as a Treatment Agreement and any agreement arising from or related to these Terms and Conditions is executed in Saba or St. Eustatius, then these are subject to the law of the Caribbean Netherlands. Any disputes that may arise between the Hospital and the Patient from such agreement will be submitted to the competent court in Saba or St. Eustatius respectively and are subject to appeal.
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