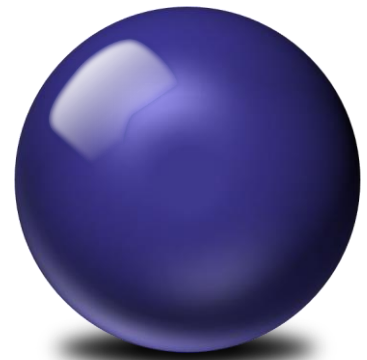


ADHICS

General Terms and Conditions

Rev. July 2023

TRBA-ADHICS-OI-01-F-05-00-2022



● RESTRICTED / داخلي



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1. General

- 1.1. As laid down in its statutes, TRBA provides technical services in the form of audits and measurements.
- 1.2. The customer shall accept TRBA's General Terms and Conditions of this document and schedule of fees valid at the time of order placement. Deviating terms and conditions of business of individual customers cannot be recognized as a matter of principle.
- 1.3. Ancillary agreement promises and other statements by TRBA employees or officially authorized experts called in by the latter shall only be considered binding if expressly confirmed by TRBA.
- 1.4. As the certificate of conformity of a company system does not extend to the goods produced or services provided by the organization, it therefore cannot be used together with them or in such a way as to lead third parties to believe that they are certified. This shall also apply to any amendments to this clause.
- 1.5. TRBA will carry out its controls to assess conformity of the system by means of audits performed using the sampling method. The issue of the certificate, therefore, does not necessarily involve assessment of each single system element or aspect of process, or each single activity performed by the involved personnel.
- 1.6. During the whole period of validity of the certificate/statement, the organization undertakes to comply with all legally binding requirements, such as local regulations or local laws and all standards applicable to its services as applicable per DoH ADHICS STANDARD and Certification rules assertion.
- 1.7. The certificate/validation and verification only concern the conformity of the system assertion with the reference standard document and does not therefore require TRBA to issue a declaration/certificate or verify the Organization's respect of the above requirements. The Organization, therefore, is solely responsible for legislative conformity and TRBA declines all related liability or guarantee duty.

2. Contractual performance

- 2.1. TRBA shall perform the contractual services and/or prepare expert reports in accordance with the established state of the art and unless otherwise agreed in writing in the manner customary at TRBA.



2.2. The scope of contractual activities to be performed by TRBA shall be defined in writing on placement of order.

3. Deadlines, delayed performance, impossibility of performance

3.1. The deadlines for contractual performance quoted by TRBA shall be binding only if this has been explicitly agreed upon in writing.

4. Liability

4.1. The warranty by TRBA only covers contractual services for which it has been explicitly commissioned.

4.2. TRBA shall only assume liability for guaranteed quality of ADHICS Certification that is conducted based on sampling method.

5. Terms of payment and prices

5.1. Services shall be billed in accordance with the fees outlined in the schedule of services and prices agreed with DoH and valid at the time of contract conclusion. In the absence of a valid schedule of services and prices, contractual provisions must be agreed on a case-by-case basis.

5.2. TRBA will issue invoices and payments must be made in full prior to the commencement of the audit. Otherwise, Audit reports and/or Certificate issuance will be kept on hold for a period as agreed between DoH and TASNEEF, after the period the conducted audit will be considered as cancelled with required notifications to the concerned entity.

5.3. Confirmation of future audit schedules for facilities with outstanding payments will be contingent upon the full payment of the new invoice and the resolution of the pending audit invoices.

5.4. The generation of new contracts or invoices including revisions and changes as stipulated in the provisions of the contract will be communicated to the concerned Organization prior to its execution.



- 5.5. Any clarifications to invoices must be made in writing to TRBA within a 7-day period after receipt of invoice, and reasons stated.
- 5.6. Any cancellation or suspension or postponement requests of audit schedules might be eligible to be invoiced as a planned audit, with a fee, based on the below terms and conditions.
 - 5.6.1. 50% overall cost or 0.5 Man Days cost will be chargeable (whichever is minimum) to the facilities wherein Basic and transitional controls or only Basic controls are applicable.
 - 5.6.2. 50% overall cost or 1 Man Days cost will be chargeable (whichever is minimum) to the facilities wherein, Basic, transitional, and advanced controls are applicable.
- 5.7. Advance payments may be requested covering services to be rendered may be made out. The receipt of an invoice does not mean that the order has been billed completely by TRBA.
- 5.8. All additional invoices (Extra audits and/or any other required subsequent audits) must also be paid within 10 calendar days from the receipt of the additional invoice.

6. Access to Information

- 6.1. The Organization shall provide TRBA with all the assistance required to allow it to perform its conformance assessments, including provision of the documentation concerning the System/Process, Personnel involved, for which certification is required and all relative records. The Organization is also to allow safe access to all the areas where activities relevant to the subject of the certificate/statement are performed.
- 6.2. All the acts (documents, letters, communications, etc.) relating to the system/Process assertion certification activities shall be regarded as confidential. Access to and consultation of documents relating to the certificate/statement are reserved to the purposes involved in the certification process and to the organization in question.
- 6.3. If any information concerning the organization shall be disclosed due to legal obligations, TRBA shall inform the organization accordingly.
- 6.4. TRBA shall not be liable for any losses due to the provision of false, misleading, or incomplete documented information or documents provided or due to the acts or omissions of any other person other than TRBA. TRBA cannot guarantee the accuracy or correctness of third-party information used to execute the Service.



7. Obligation to maintain confidentiality, copyright, data protection.

- 7.1. TRBA shall have the right to copy and file any written documents submitted for perusal which are important for performance of the audit.
- 7.2. In as far as patients' information, such as diagnosis, test results, and other information necessary within the scope of contractual performance, TRBA shall grant the healthcare provider a confidential and non-transferable right of use of any document collected.
- 7.3. Evidence in documented or electronic means will be retained for a duration established for compliance monitoring from DoH.
- 7.4. TRBA, its employees, and the experts called in by TRBA shall not, without authorization, disclose or turn to use any business or company circumstances of which they become cognizant of during their activities.
- 7.5. TRBA shall process and use personal data for audit purposes only. To this end, TRBA will also use automated data processing systems.
- 7.6. To meet the data protection requirement, TRBA has taken technical and organizational measures to ensure the security of its data and data processing operations. The employees engaged in data processing are expected to observe all data protection regulations strictly.

8. Place of jurisdiction, place of performance, applicable law

- 8.1. The place of jurisdiction for the assertion of claims by both contractual partners shall be the Abu Dhabi courts.
- 8.2. The place of performance for any obligations arising out of the contract shall be Abu Dhabi.
- 8.3. The contractual relationship and all legal relations arising therefrom shall be exclusively governed by UAE Law.

9. Scope of application and miscellaneous



9.1. These General Terms and Conditions of ADHICS Certification shall apply to healthcare Providers, Insurance companies, Brokers, Pharmacies, and all facilities of Abu Dhabi under the scope of ADHICS approved by DOH unless explicitly agreed upon otherwise.

10. Compliances and Code of Business Conduct

10.1. With respect to the contractual relationship between the Organization and TRBA, the Organization undertakes to refrain from any conduct which may be inconsistent with the Ethical Code and Code of Conduct of TRBA. Failing this, TRBA is entitled to terminate the contractual relationship and report to regulatory authorities.

10.2. The Organization, in the relationship with TRBA, guarantees to refrain from any kind of behavior that may incur risk of entry in legal proceedings for crimes or offences, whose commission may lead to the enforcement of the laws.

10.3. The Organization also acknowledges, in case of non-fulfilment of the foregoing, the right of TRBA to unilaterally withdraw from the contract/agreement even if there is any work in progress situation, or to early terminate the contract/agreement. It's up to TRBA to choose between the two applicable mandatory alternatives and in both cases a registered letter will be sent with a brief sum up of the circumstances or of the legal procedures proving the failure in following the requirements of the applicable mandatory legislation.

10.4. In the light of the above, it is forbidden to all employees and co-operators to:

10.4.1. Receive any kind of commission, percentage, or benefits of any possible kind.

10.4.2. Start or/and maintaining any kind of business relationship with Organizations that could cause conflict of interests with their task and/or function covered on behalf of TRBA.

10.4.3. No gifts, travel tickets or any other kind of benefits or money shall be offered or given to an employee or a contracted auditor that may go beyond ordinary courtesy in a business relationship.

10.5. The Organization also undertakes not to:

10.5.1. Pay any commission, percentage, or other benefits to any of TRBA's employees and/or other of TRBA's contractors.

10.5.2. Enter any business relationship with any of TRBA's employees and/or other of TRBA's contractors, that may cause a conflict of interest for those employees and contractors in performing their duties for TRBA.

10.6. The Organization declares to have read and fully understood the "Ethical Code" published by TRBA and available in the TRBA Website.



11. Limits to the certificate and responsibility

11.1 The issue and maintenance of ADHICS management system certification constitutes neither a declaration nor a guarantee by TRBA that the organization respects legal obligations and requirements.

11.2 Consequently, the organization is and remains solely responsible, towards both itself, regulatory and third parties, for the correct performance of its activities and for conformity of its activities and processes with applicable legislation and with the expectations of its customers and other interested parties, and it undertakes to indemnify TRBA and its employees and auxiliaries from any third party complaints, actions or claims connected with the activities performed by TRBA deriving from this contract.

11.3 In the event of a failure definitively ascertained by TRBA due to errors or omissions in the performance of the activities deriving from the contract, TRBA will not be liable financially.

11.4 Any breach of the foregoing principles by the Organization shall give TRBA the right to terminate the Contract for cause, while keeping the right to claim damages.

11.5 The customer declares that all data provided by him to TRBA auditors / employees are correct and that he bears full responsibility towards any party or person who is harmed as a result of providing incorrect data or information.