



TRIXXO

# General Terms and conditions

*For the posting of temporary employees (Temporary Employment) and job brokering*

*For the provision of migrant workers and job brokering for migrant workers*

*For brokering on behalf of self-employed professionals*

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## Introduction

These are the General Terms and Conditions of **TRIXXO Group** (TRIXXO Uitzend B.V., TRIXXO International B.V., TRIXXO Techniek en Engineering B.V., Ergon Nederland B.V. and TRIXXO ZZP B.V.).

These General Terms and Conditions were filed with the Chamber of Commerce on 27 January 2026. These General Terms and Conditions are also available for download on the website of TRIXXO Group and its affiliated companies.

These General Terms and Conditions are largely based on the General Terms and Conditions for the Provision of Temporary Workers as drawn up by the Dutch Association of Mediation and Temporary Employment Agencies ('NBBU'). In addition, TRIXXO-Group has added its own provisions. The companies referred to herein are all affiliated with the NBBU.

Jongerenuitzendbureau JAM B.V., trading under the names 'JAM', 'JAMwerkt' and 'Jongerenarbeidsmarkt', with its registered office and place of business at Freddy van Riemsdijkweg 28, Eindhoven, is also part of the TRIXXO Group, but applies its own general terms and conditions. For these general terms and conditions, please refer to their website <https://www.jongerenarbeidsmarkt.nl/>.

## Chapter 1: General provisions

### Article 1: Definitions

In these General Terms and Conditions, unless expressly stated otherwise, the following terms shall have the following meanings:

- 1.1. **General Terms and Conditions:** these General Terms and Conditions for the provision of temporary workers ( ) and employment services; for the provision of migrant workers ( ) and employment services for migrant workers; for the mediation of self-employed persons.
- 1.2. **Hirer's remuneration:** the wage and allowances of the Temporary Worker, which are equal (or equivalent) to the wage and allowances granted to comparable employees working in equivalent positions in the service of the Client pursuant to Article 21 of the NBBU Collective Labour Agreement for temporary workers (wage ratio regulation). In order to determine what our Temporary Workers are entitled to, TRIXXO depends, among other things, on the information provided by the Client regarding employment conditions, wage increases, positions and other components.
- 1.3. **TRIXXO Group:** TRIXXO Group consists of various affiliated companies, including:
  - I. **TRIXXO Uitzend B.V.**, a private limited liability company with its registered office and place of business at Emmastraat 2, 4811 AG, Breda , registered with the Chamber of Commerce under number 29041515. TRIXXO Uitzend B.V., which provides temporary workers to a Client to perform work under the Client's management and supervision, other than under an employment contract concluded with the Client.



- II. **Ergon International B.V.**, trading under the names "Ergon International", "TRIXXO International" and "TRIXXO Foreign", a private limited liability company with its registered office and place of business at Castellastraat 26, 6512 EX, Nijmegen, registered with the Chamber of Commerce under number 75786273. Ergon International B.V., which makes temporary workers or migrant workers

to a Client to perform work under the Client's management and supervision, other than under an employment contract concluded with the Client.

- III. **TRIXXO Techniek en Engineering B.V.**, a private limited liability company with its registered office and place of business at Emmastraat 2, 4811 AG, Breda, registered with the Chamber of Commerce under number 32169332. TRIXXO Techniek en Engineering B.V., which makes temporary workers available to a Client to perform work under the Client's management and supervision, other than under an employment contract concluded with the Client.

- IV. **TRIXXO ZPP B.V.**, the private limited liability company with its registered office and place of business at Emmastraat 2, 4811 AG, Breda, registered with the Chamber of Commerce under number 61222550. TRIXXO ZPP B.V., which mediates for self-employed persons on behalf of a Client, not being the Client.

- V. **ERGON Nederland B.V.**, a private limited liability company with its registered office and place of business at Castellastraat 26, 6512 EX, Nijmegen, , registered with the Chamber of Commerce under number 09185706 . ERGON Nederland B.V., which provides temporary workers to a Client to perform work under the Client's management and supervision, other than under an employment contract concluded with the Client.

- 1.4. **NBBU collective labour agreement:** the collective labour agreement for temporary workers that applies to companies that are members of the Dutch Association of Employment Agencies and Temporary Employment Agencies (NBBU).
- 1.5. **Assignment:** the agreement between the Client and TRIXXO-Group setting out the specific conditions under which a Temporary Worker is made available by TRIXXO-Group to the Client to perform work under the Client's management and supervision, in return for payment of the Client rate. Or an employment mediation agreement is concluded between the Client and TRIXXO-Group, against payment of a Fee. Or the Client makes use of the mediation of self-employed persons for the benefit of the Client. These Assignments and specific conditions are laid down in a Placement Confirmation/Assignment Confirmation.
- 1.6. **Placement Confirmation/Assignment Confirmation:** the confirmation of the Assignment containing certain specified conditions, including the personal details of the Temporary Worker, the position, the wage, the Client Rate, the working days and working hours, the terms of employment and the notice period with regard to the Provision of the Temporary Worker.
- 1.7. **Client/Hirer:** any natural or legal person to whom temporary workers are made available by TRIXXO-Group for the purpose of performing work under the direction and supervision of the client, other than under an employment contract concluded with the hirer. Any natural or legal person who has a Temporary Worker perform work under their management and supervision within the framework of an Assignment and/or makes use of the other services (including, but not limited to, the provision of migrant workers or the mediation of self-employed persons) of TRIXXO Group.
- 1.8. **Client rate:**  
the rate owed by the Client to TRIXXO-Group (usually per time unit), excluding surcharges, expense allowances and VAT, for the services of TRIXXO-Group. It includes the costs of labour, including wage costs, payroll tax and social security contributions, as well as a margin for the services provided by TRIXXO-Group. The client rate is at all times exclusive of the retention fee (3.75%) and exclusive of the costs for any transition

and/or fair compensation upon termination of employment of the temporary worker within the meaning of Section 7:673 of the Dutch Civil Code. The Client Rate is calculated per hour, unless otherwise agreed in writing. The Client Rate is determined or changed on the basis of the Hirer's Remuneration, changes or additional information in the Hirer's Remuneration.

The (expected) costs of the temporary worker made available may also change during an assignment, for example due to periodic/initial wage increases, collective labour agreement changes, changes in employer contributions or an increase in the expenses to be incurred and/or provisions to be made by TRIXXO Group for, among other things, sustainable employability, pension or sick leave, TRIXXO Group is entitled to implement the Client Rate as a result of such cost increases.

The above also applies to employment conditions that TRIXXO Group charges to the Client in addition to the hourly rate, such as one-off payments, retention allowances or surcharges on the (gross) hourly wage as a result of compensation for employment conditions in connection with the requirement of equality.

A one-off fee will be charged for recruitment and selection.

- 1.9. **Provision:** the employment of a Temporary Worker within the framework of an Assignment.
- 1.10. **Temporary employment clause:** the written provision in the employment contract between TRIXXO-Group and the Temporary Worker, stating that the employment contract ends by operation of law because the Provision of the Temporary Worker by TRIXXO-Group to the Client has been terminated at the Client's request (Section 7:691(2) of the Dutch Civil Code).
- 1.11. **Temporary Employment Agreement:** the special employment contract as referred to in Article 7:690 of the Dutch Civil Code between the Temporary Worker and TRIXXO-Group, whereby the Temporary Worker is made available by TRIXXO-Group to the Client to perform work under the Client's management and supervision.
- 1.12. **Temporary Worker:** any natural person who is employed by TRIXXO-Group or has entered into a Temporary Employment Agreement as referred to in Section 7:690 of the Dutch Civil Code with TRIXXO-Group in order to perform work for a third party under the direction and supervision of that third party.
- 1.13. **Employment services:** TRIXXO-Group assisting a Client, a job seeker, or both, in finding temporary workers or employment, respectively, with the aim of establishing a direct contractual employment relationship between the Client and the job seeker.
- 1.14. **Equal pay:**  
 The remuneration and terms of employment to which our temporary workers are entitled are determined by the NBBU Collective Labour Agreement for Temporary Workers, the law and the collective labour agreement and/or terms of employment (Hirer's Remuneration) applicable to the Client.  
 In short, our temporary workers are entitled to terms of employment that are at least equivalent in total (value) to those of the client's own employees who perform the same or equivalent work.  
 In addition, our Temporary Workers are entitled to at least the temporary worker pension, even if the Client has no pension scheme or a less favourable one.

Where these general terms and conditions refer to temporary workers, this means male and female temporary workers, and where they refer to him and/or he, this means him/her or he/she.

## Article 2: Applicability of these terms and conditions

- 2.1. These General Terms and Conditions apply to all offers, quotations, assignments, job placements, mediation assignments from self-employed persons and other agreements with TRIXXO-Group insofar as these relate to the provision of a Temporary Worker to Clients and job placement for Clients, as well

as to the resulting deliveries and services of any nature whatsoever between TRIXXO-Group and the Client, insofar as the parties have not expressly deviated from these terms and conditions in writing.

- 2.2. The Client with whom these General Terms and Conditions have been contracted once is deemed to tacitly agree to their applicability to any subsequent agreement concluded with TRIXXO-Group.
- 2.3. All offers, regardless of the manner in which they are made, are without obligation, unless a term for acceptance is stated in the offer.
- 2.4. The Client's terms and conditions do not apply to agreements with TRIXXO-Group. TRIXXO-Group is therefore not bound by the Client's general terms and conditions insofar as they deviate from these terms and conditions. Agreements that deviate from these General Terms and Conditions only apply if agreed in writing for a single agreement or assignment and do not automatically apply to new agreements or assignments.
- 2.5. These General Terms and Conditions may be unilaterally amended or supplemented by TRIXXO-Group at any time. The amended General Terms and Conditions will then also apply to agreements already concluded, subject to a period of one month after written notification of the amendment.

### Article 3: Conclusion of the Assignment

- 3.1. The Assignment is concluded by offer and acceptance. In any case, the Assignment is deemed to have been concluded by the actual Provision of Temporary Worker(s) to the Client. A Placement Confirmation sent by TRIXXO-Group to the Client also constitutes the conclusion of the Assignment.
- 3.2. The specific conditions are included in the Placement Confirmation. In any case, the Placement Confirmation states the duration of the provision of the Temporary Worker and, if this is not yet clear in advance, an estimate that is as accurate as possible.
- 3.3. If the Temporary Employment Clause applies to the Temporary Employment Agreement, TRIXXO-Group and the Client are not required to observe a notice period if they wish to terminate the Assignment (prematurely), unless otherwise agreed in writing. For the sake of good order, we would like to draw the Client's attention to the mandatory notice period of 10 calendar days when a secondment has already lasted more than 26 weeks of work. The costs related to this notice period and the agreed notice periods with regard to a secondment are at the expense of the client. The foregoing applies without prejudice unless otherwise agreed in writing.
- 3.4. If the Temporary Employment Clause does not apply to the Temporary Employment Agreement, the Assignment shall only end upon expiry of the agreed duration of the Secondment, unless otherwise agreed in writing. If the client fails to comply with the agreed duration of the Assignment as referred to in this article, TRIXXO-Group shall be entitled to charge the agreed rate to the client during this period. The costs related to the agreed duration of the secondment shall be borne by the client. The foregoing shall apply without prejudice unless otherwise agreed in writing.
- 3.5. Any change or addition to the Placement Confirmation shall only take effect after it has been confirmed in writing by TRIXXO-Group.

#### Article 4: Method of invoicing

- 4.1. Unless otherwise agreed, TRIXXO-Group's invoices are based on the completed timesheet approved by the Client, as well as the Client rate and any additional surcharges, retention fees and (un)expenses. The Client Rate is calculated based on the hours worked by the Temporary Worker and the other hours, surcharges or allowances charged by TRIXXO-Group on the basis of these terms and conditions, the assignment (confirmation) and/or other agreement. Breaks are paid to the Temporary Worker and charged to the client if the client's own staff are also entitled to payment for breaks. Unless otherwise specified elsewhere in these terms and conditions, the assignment (confirmation) or other agreement, the rate is not calculated on the basis of hours not worked by the Temporary Worker as a result of illness, public holiday(s), holiday, special leave (in accordance with the TRIXXO Group's standard regulations) and/or statutory leave as referred to in the Work and Care Act, or unauthorised absence of the Temporary Worker.
- 4.2. The Client is responsible for the correct, timely and complete completion and approval of the time sheet. Approval takes place by means of a (digital) signature on the timesheet, unless otherwise agreed. Timesheets (hours worked) will be submitted and/or approved by the Client in a timely manner, at the latest one week after the end of the week worked. If the Client does not approve or submit the timesheets within one calendar month, the hours will be charged as submitted by the Temporary Worker to TRIXXO-Group. The Client is liable for any damage suffered by TRIXXO-Group if the Client fails to properly fulfil the obligations set out in this paragraph.
- 4.3. In the event of a discrepancy between the time sheets submitted to TRIXXO-Group and the data retained by the Client, the time sheets submitted to TRIXXO-Group shall be deemed correct, unless the Client proves otherwise.
- 4.4. If the Temporary Worker disputes the time sheet data, TRIXXO-Group may invoice the number of hours worked and other costs according to the Temporary Worker's statement, unless the Client proves that the time sheet used by the Client is correct.
- 4.5. If the Client fails to comply with the provisions of paragraph 2 of this article, TRIXXO-Group may decide to invoice the Client on the basis of the facts and circumstances known to it. TRIXXO-Group will not do so until reasonable consultation with the Client has taken place.
- 4.6. If, after the Temporary Worker has arrived at the workplace, the Client makes use of their labour for less than three hours, the Client is obliged to pay the Client rate for at least three hours per call if:
- a working time of less than 15 hours per week has been agreed and the working hours have not been specified;
  - there is an on-call contract pursuant to Section 7:628a of the Dutch Civil Code.
- 4.7. TRIXXO-Group offers the Client the option of transferring 25% of the amount excluding VAT to the G-account, quoting the invoice number. TRIXXO-Group offers this 'G-account service' to all Clients as additional security in connection with the Chain Liability Act (WKA). Within the framework of the Chain Liability Act, the Client can also request a recent Statement of Payment Behaviour for Payroll Tax and Turnover Tax from the Tax and Customs Administration.
- 4.8. At TRIXXO Group's first request, the Client will provide TRIXXO Group with written authorisation to debit the amounts of the invoices from the Client's bank account by direct debit within the agreed term. The parties will use a SEPA authorisation form for this purpose.



#### Article 5: Terms of payment

- 5.1. The Client is obliged at all times to pay any invoice submitted by TRIXXO-Group within fourteen calendar days of the invoice date, without any deduction, discount or set-off.
- 5.2. In the event of non-payment, late payment or incomplete payment by the Client of any amount owed by it, the Client shall be in default by operation of law from the due date of the invoice in question. From that moment on, the Client will also owe default interest equal to the statutory commercial interest rate pursuant to Section 6:119a of the Dutch Civil Code on the invoice amount to TRIXXO Group.
- 5.3 The (digital) invoice serves as full proof of the interest owed from the day on which the interest calculation begins. The Client is not permitted to suspend payment or set off without the express written consent of TRIXXO-Group.
- 5.4. Only direct payments to TRIXXO-Group shall be deemed to have discharged the Client.
- 5.5. Direct payment or the provision of advances by the Client to the Temporary Worker is not permitted, regardless of the reason why or the manner in which this is done. Such payments and provisions do not concern TRIXXO-Group and do not constitute grounds for any debt repayment or set-off.
- 5.6. If the Client disputes an invoice, this must be communicated in writing by the Client to TRIXXO-Group within fourteen days of the date of dispatch of the invoice in question to the contact person within TRIXXO-Group AND accounts receivable management, via the email address known to them and for accounts receivable management: <debiteuren@trixxo.nl> , on pain of forfeiting the right to dispute. TRIXXO-Group will not accept disputes by telephone. A dispute of the invoice does not suspend the Client's payment obligation.
- 5.7. All costs, both in and out of court, including the costs of legal assistance, which TRIXXO-Group has to incur as a result of the Client's failure to meet its payment obligations Client shall be borne by the Client. TRIXXO-Group's extrajudicial collection costs, calculated on the amount to be collected, shall be set at a minimum of €500.00 and at least 15% of the principal sum.
- 5.8. If an Order or agreement has been entered into with more than one Client, which Clients belong to the same group of companies, all Clients are jointly and severally liable for the obligations under this article, regardless of the name on the invoice.
- 5.9. If, in the opinion of TRIXXO-Group, the financial position and/or payment behaviour of the Client gives cause to do so, the Client is obliged, at the first written request of TRIXXO-Group, to:
  - provide authorisation for direct debit as referred to in Article 4(8) of these terms and conditions; and/or
  - provide an advance payment; and/or
  - provide adequate security for the fulfilment of its obligations towards TRIXXO-Group, for example by means of a bank guarantee or pledge.

The extent of the security and/or advance payment requested must be proportionate to the extent of the Client's obligations in question.

- 5.10. If the Client fails to comply with a request from TRIXXO-Group as referred to in the previous paragraph, or if a collection attempt fails, the Client will be in default by operation of law without the need for a notice of default. If the Client fails to pay an invoice on time or is in default, TRIXXO-Group is entitled to suspend the performance of its obligations under the Placement Confirmation or to terminate the Placement Confirmation immediately in whole or in part, without TRIXXO-Group being liable to pay compensation to the Client. All claims of TRIXXO-Group shall become immediately due and payable as a result of the termination.
- 5.11. Factoring, credit insurance and assignment of receivables

1. Factoring  
TRIXXO Group uses factoring for its claims against the Client. Factoring only applies to those invoices that explicitly state that factoring applies. Invoices that do not contain such a statement remain the property of TRIXXO Group and are not assigned or pledged to the factoring company (hereinafter: the "Factor"). TRIXXO-Group reserves the right at all times to initiate or cancel factoring.
2. Assignment of claims  
TRIXXO-Group hereby assigns to the Factor, which assignment is accepted by the Factor, all current and future claims against the Client arising from the invoices to which factoring applies, within the meaning of Article 3:94 of the Civil Code.
3. Notification and payment  
The Client will be informed in writing of the assignment of the invoices in question. After this notification, the Client will only be authorised to make payments to the Factor to the bank account designated by the Factor.
4. Credit insurance  
TRIXXO-Group's claims against the Client that are covered by factoring are insured with a recognised credit insurer against the risk of non-payment, insolvency and/or bankruptcy of the Client, insofar as and for as long as the credit insurer provides cover for this. The payment terms granted by TRIXXO-Group are always subject to the express reservation of a positive credit assessment and/or cover by the User's credit insurer. If the credit insurer refuses or withdraws, in whole or in part, to cover the Client concerned, or if there are objective indications that the Client's creditworthiness is at risk, TRIXXO-Group reserves the right, without prior notice of default, to adjust the contractually agreed payment terms within the limits of Dutch law. In that case, TRIXXO-Group may demand advance payment or sufficient security before proceeding with (further) service provision. The Client acknowledges that such an adjustment cannot justify suspension or termination of the agreement and undertakes to strictly comply with the adjusted payment terms.
5. Cooperation by the Client  
The Client undertakes to provide all cooperation reasonably necessary for the implementation of this clause, including acknowledging the assignment and following the Factor's payment instructions.

#### Article 6: Termination

- 6.1. If a party fails to fulfil its obligations under the order, the other party shall be entitled, in addition to the provisions of the Order Confirmation, to terminate the agreement in whole or in part by means of a registered letter without recourse to legal proceedings. The termination will only take place after the party in default has been given written notice of default and has been offered a reasonable period of time to remedy the shortcoming, and no remedy has been provided.
- 6.2. Furthermore, one party is entitled, without any reminder or notice of default being required, to terminate the agreement in whole or in part extrajudicially by means of a registered letter with immediate effect if:
  - the other party applies for (provisional) suspension of payments or is granted (provisional) suspension of payments;
  - the other party applies for its own bankruptcy or is declared bankrupt;
  - the other party's business is liquidated;
  - the other party ceases its current business;

- a substantial part of the other party's assets is seized through no fault of one party, or if the other party can otherwise no longer be considered capable of fulfilling its obligations under the agreement.
- 6.3. If, at the time of termination, the Client has already received services in performance of the agreement, it may only terminate the agreement in part, and only for that part that has not yet been performed by or on behalf of TRIXXO-Group.
- 6.4. If the temporary worker has been made available under a temporary employment clause for at least 26 weeks, the Client shall be subject to a notice period of at least 10 calendar days. The hours that the temporary worker would normally have worked during these 10 calendar days will be charged to the Client in full.
- 6.5. Amounts that TRIXXO-Group has invoiced to the Client prior to the termination in connection with what it has already performed in execution of the agreement remain payable by the Client and become immediately due and payable at the time of termination.
- 6.6. If the Client wishes to terminate the provision of the Temporary Worker who is working on the basis of the Temporary Employment Agreement for a fixed or indefinite period (i.e. without a Temporary Employment Clause) prematurely, the Client shall owe TRIXXO-Group an immediately payable compensation. This compensation amounts to 100% of the most recent Client rate applicable to the Temporary Worker concerned, multiplied by the number of hours agreed in the Assignment, located in the period from the moment of premature termination to the moment of expiry of the Assignment as initially agreed. In any case, the notice period will be at least six months.
- The Secondment shall end by operation of law if and as soon as TRIXXO-Group can no longer make the Temporary Worker available because the Temporary Employment Contract has ended and/or this Temporary Employment Contract is not subsequently continued for the same Client.
- 6.7. If between the Temporary Worker and TRIXXO Group the Temporary Employment Clause applies, the provision of the Temporary Worker at the request of the Client at the moment that the Temporary Worker reports that he is unable to perform the work. To the extent necessary
- , the Client shall be deemed to have made this request. The Client shall confirm this request in writing to TRIXXO-Group upon request.

#### Article 7: Liability

- 7.1. Subject to mandatory provisions of law and with due observance of the general standards of reasonableness and fairness, TRIXXO-Group shall not be liable for any compensation for damage of any kind, direct or indirect, suffered by the Temporary Worker, the Client or to property or persons at or belonging to the Client or a third party, in connection with an agreement, including damage arising as a result of:
- the provision of the Temporary Worker by TRIXXO-Group to the Client, even if it transpires that the Temporary Worker does not meet the requirements set by the Client.
  - unilateral termination of the Temporary Employment Agreement by the Temporary Worker.
  - the actions or omissions of the Temporary Worker, the Client itself or a third party, including the entering into of commitments by the Temporary Worker.
  - the Client lending the Temporary Worker to a third party without the written consent of TRIXXO-Group.

- the transfer of all or part of the temporary workers or migrant workers to a place of employment other than that agreed in the placement confirmation or outside the Netherlands without the written consent of TRIXXO-Group.

7.2. Any liability of TRIXXO-Group for any direct damage is in any case limited per event to:

- the amount paid out by TRIXXO-Group's insurance, or;
- if TRIXXO-Group is not insured for the damage in question or the insurance does not pay out (in full), the amount invoiced by TRIXXO-Group. If the amount charged depends on a time factor, the liability is limited to the amount charged by TRIXXO-Group to the Client in the month prior to the damage report in relation to that specific assignment. In the absence of a previous month, the decisive factor shall be what TRIXXO-Group would have charged or did charge the Client in the month in which the event causing the damage occurred, in accordance with the agreement.

7.3. TRIXXO-Group's liability for indirect damage, including lost profit, lost savings, damage due to business interruption, fines, damage due to loss or damage to data and damage to reputation, is excluded in all cases.

7.4. The Client is obliged to take out adequate, comprehensive liability insurance for all direct and indirect damage as referred to in paragraphs 1 to 3 of this article. At the request of TRIXXO-Group, the Client shall provide proof of insurance.

7.5. In any case, the Client shall indemnify TRIXXO-Group against any claims by the Temporary Worker or third parties for compensation for damage as referred to in paragraph 1 of this article suffered by that Temporary Worker or third parties.

7.6. The limitations of liability included in paragraphs 1 and 2 of this article shall lapse in the event of intent or gross negligence on the part of TRIXXO-Group and/or its managerial staff.

7.7. TRIXXO Group shall at all times be entitled, if and insofar as possible, to remedy any damage suffered by the Client. This also includes the right of TRIXXO Group to take measures to prevent or limit any damage.

#### Article 8: Force majeure

8.1. In the event of force majeure on the part of TRIXXO-Group, its obligations under the assignment/agreement will be suspended for as long as the force majeure situation continues. Force majeure is understood to mean any circumstance beyond the control of TRIXXO-Group that permanently or temporarily prevents the fulfilment of the assignment/agreement and which, neither by law nor according to standards of reasonableness and fairness, should be at its risk.

8.2. As soon as a force majeure situation as referred to in paragraph 1 of this article arises at TRIXXO-Group, it will notify the Client thereof.

8.3. Insofar as not already included, force majeure shall also be understood to mean: strikes, occupations, blockades, embargoes, government measures, war, revolution and/or any similar situation, power failures, disruptions in electronic communication lines, fire, explosion and other calamities, water damage, flooding, earthquakes and other natural disasters, as well as widespread illness of an epidemiological nature among personnel.

8.4. As long as the force majeure situation persists, the obligations of TRIXXO Group will be suspended. However, this suspension will not apply to obligations that are not affected by the force majeure and to obligations that arose before the force majeure situation occurred.



- 8.5. If the force majeure situation has lasted for three months, or as soon as it is certain that the force majeure situation will last longer than three months, each of the parties is entitled to terminate the assignment/agreement prematurely without observing any notice period. Even after such termination of the assignment/agreement, the Client is obliged to pay TRIXXO-Group relating to the period prior to the force majeure situation.
- 8.6. During the force majeure situation, TRIXXO-Group is not obliged to compensate any damage suffered by or at the Client or towards third parties, nor is it obliged to do so after termination of the agreement as referred to in paragraph 5 of this article.

#### Article 9: Labour disputes

- 9.1 If problems arise between the Client and the Temporary Worker, the Client shall immediately inform TRIXXO-Group thereof. The Client and TRIXXO-Group can then determine in consultation which measures can and must reasonably be taken.
- 9.2 If the reason for termination is a dispute with the Temporary Worker or a conflict situation, the Client must inform TRIXXO-Group of this in good time. TRIXXO-Group will then investigate whether the dispute or conflict situation can be resolved.

#### Article 10: Privacy

- 10.1 In the context of the performance of the Assignment and the Provision of Services, personal data is regularly exchanged and processed. The data must be treated confidentially and the parties are obliged to treat this data in accordance with the applicable (European) privacy laws and regulations (General Data Protection Regulation ("GDPR")).
- 10.2 Unless otherwise agreed in writing, the personal data provided by TRIXXO-Group remains the property of TRIXXO-Group. Unless otherwise agreed in writing, the Client shall only process this data in accordance with written instructions from TRIXXO Group. At TRIXXO Group's first request, the Client shall return the personal data to TRIXXO Group, unless any legal obligations prevent this.
- 10.3 Depending on the responsibilities and working methods, the parties will make agreements in accordance with the GDPR and related privacy legislation regarding, among other things, the nature and purpose of the processing, data security, data breaches, the rights of data subjects and retention periods. In the event of joint responsibility for processing, TRIXXO-Group and the Client shall make further agreements on, among other things, the exercise of the rights of data subjects and the duty to provide information. These agreements shall be laid down in a mutual arrangement.
- 10.4 The Client guarantees that the personal data provided by TRIXXO Group will not be processed by third parties, unless otherwise agreed in writing. Furthermore, the Client guarantees that the personal data provided will not be stored outside the European Union, nor will it be accessible from outside the European Union.
- 10.5 In the event of the loss of personal data by the Client, or the loss of access to and/or unauthorised access by a third party, the Client shall immediately notify TRIXXO-Group and cooperate fully and free of charge to comply with the obligations under the GDPR.
- 10.6 Privacy laws and regulations set limits on what personal data may be provided by TRIXXO-Group to third parties, including the Client. TRIXXO-Group will not provide any personal data to the Client if this is not permitted under applicable (European) legislation and/or is not strictly necessary for the performance of the agreement with the Client, and will, if the Client makes such a

request, inform the Client of this. The Client is aware of this, accepts this and will not submit any requests for personal data to TRIXXO-Group if it knows that TRIXXO-Group is not permitted to provide this data.

- 10.7. Unless otherwise agreed in writing, TRIXXO-Group will provide the personal data required by the Client in the context of the Provision of the Temporary Worker via the secure customer portal.
- 10.8. The Client guarantees that it will treat the personal data confidentially and that it will not provide any personal data to TRIXXO-Group or to third parties that it is not permitted to provide under the above-mentioned or related legislation. If TRIXXO-Group becomes aware of the fact or concludes that such data has nevertheless been provided, TRIXXO-Group is entitled to immediately remove this data from its files.
- 10.9. The Client guarantees that anyone working on its behalf, regardless of whether they are an employee of the Client or a third party, who works with and/or has access to personal data provided by TRIXXO-Group is bound in writing to a confidentiality obligation. Furthermore, the Client guarantees that the personal data provided by TRIXXO-Group will not be viewed and/or accessed more often than is strictly necessary for the performance of the agreed work.
- 10.10. The Client is liable and indemnifies TRIXXO-Group for any damage or other disadvantage resulting from the Client's failure to comply with its obligations under the provisions of or pursuant to the GDPR and related (European) privacy regulations, and more specifically the regulations referred to in this article.
- 10.11. The Client has taken note of and accepts the privacy statement as set out on the TRIXXO Group website.

#### Article 11: Confidentiality

- 11.1. TRIXXO-Group and the Client shall not disclose to third parties any confidential information from or about the other party, its activities and relationships, which has come to their knowledge as a result of an offer, quotation, Placement Confirmation or other agreements. This is unless – and then only to the extent that – disclosure of that information is necessary for the proper performance of the agreement or they are under a legal obligation to disclose it.
- 11.2. At the Client's request, TRIXXO-Group will oblige the Temporary Worker to maintain confidentiality regarding everything that becomes known or apparent to him in the course of his work, unless the Temporary Worker has a legal obligation to disclose such information.
- 11.3. The Client is free to directly oblige the Temporary Worker to maintain confidentiality. The Client shall inform TRIXXO-Group of its intention to do so and provide TRIXXO-Group with a copy of the relevant provisions.
- 11.4. TRIXXO-Group is not liable for any fine, penalty or damage suffered by the Client as a result of a breach of the duty of confidentiality by the Temporary Worker. TRIXXO-Group will not deduct this fine or penalty from the wages unless this is based on a wage garnishment.

#### Article 12: Applicable law and competent court

- 12.1. These General Terms and Conditions, Assignments, Placement Confirmations and/or other agreements are governed by Dutch law.
- 12.2. All disputes arising from or related to a legal relationship between the parties to which these General Terms and Conditions apply will in the first instance be settled exclusively by the court in the district in

which TRIXXO-Group is established, unless the law prescribes otherwise. The parties shall only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

#### Article 13: Final provisions

- 13.1. TRIXXO Group is entitled to transfer its rights and obligations under an agreement to a third party. Unless otherwise agreed in writing, the Client is not permitted to transfer its rights and obligations under the agreement to a third party.
- 13.2. If any provision of these terms and conditions is or becomes invalid or void, the remaining provisions of these terms and conditions and the assignment will remain in full force and effect, and the parties will consult with each other to agree on new provisions to replace the invalid or void provisions, taking into account as much as possible the purpose and intent of the invalid or void provision.

## **Chapter 2: Terms and Conditions for the Provision of Temporary Agency Workers or Migrant Workers to Clients as described in Section 7:690 of the Dutch Civil Code**

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#### Article 14: The provision of Temporary Agency Workers

- 14.1 The Temporary Employment Agreement pursuant to Article 7:690 of the Dutch Civil Code is entered into between the Temporary Worker and TRIXXO-Group. The NBBU collective labour agreement for Temporary Workers applies to the Temporary Employment Agreement. There is no employment contract between the Client and the Temporary Worker.
- 14.2 When Temporary Workers are provided by TRIXXO-Group to the Client, the Temporary Worker will in fact work under the direction and supervision of the Client. The Client will exercise the same care as it would towards its own employees. As the formal employer, TRIXXO-Group has no insight into the workplace and the work to be performed. The Client must therefore ensure a safe working environment and provide guidance and supervision to the Temporary Worker.  
formal employer, TRIXXO-Group has no insight into the workplace and the work to be performed. The Client must therefore ensure a safe working environment and provide management and supervision for the Temporary Worker.
- 14.3 Without the written consent of TRIXXO-Group, the Client shall not in turn lend the Temporary Worker it has hired to a third party to work under the latter's management and supervision. A violation of this paragraph will entitle TRIXXO-Group to immediately terminate the secondment of the Temporary Worker and/or the agreement, as well as to charge the Client for all resulting or related damage. In that case, the Client will fully compensate TRIXXO-Group.
- 14.4 The employment of the Temporary Worker abroad by a Client based in the Netherlands is only possible if this has been agreed in writing with TRIXXO-Group. In addition, the Temporary Worker must agree to this and it is only possible for a limited period of time and under the strict management and supervision of the Dutch Client.

Article 15: Content, duration and termination of the Assignment and the Secondment(s)

- 15.1. The Placement Confirmation shall specify the specific conditions under which the Temporary Worker is made available to the Client. The assignment of the Temporary Worker to the Client is entered into for a fixed period (the start and end of the assignment can be determined objectively) or for an indefinite period (the end of the assignment cannot be determined objectively).
- 15.2. The Client shall inform TRIXXO-Group of the intended duration, (weekly or at least monthly) scope of work and times of the Provision, on the basis of which TRIXXO-Group can determine the nature and duration of the agreement with the Temporary Worker.
- 15.3. If, after the Temporary Worker has arrived at the workplace, the Client makes use of their labour for less than three hours, the Client is obliged to pay the Client rate for at least three hours per call if:
- a working time of less than 15 hours per week has been agreed and the working hours have not been specified; or
  - there is an on-call contract pursuant to Section 7:628a of the Dutch Civil Code.
- 15.4. If a Temporary Worker has already been called up but, due to special circumstances on the part of the Client, is unable to perform the work or the working hours are adjusted, the Client shall notify TRIXXO-Group of this at least four days (96 hours) before the work was due to commence. If the Client fails to do so and the Temporary Worker has an on-call contract pursuant to Section 7:628a of the Dutch Civil Code, the Client will owe the Client Rate for the number of hours relating to the original call, including the working hours.
- 15.5. If the Temporary Worker has an on-call contract pursuant to Section 7:628a of the Dutch Civil Code, TRIXXO-Group is obliged to make the Temporary Worker an offer for a fixed amount of work, including continued payment of wages, after twelve months, whereby the fixed amount of work is at least equal to the average amount of work in the preceding twelve-month period. If the offer is accepted by the Temporary Worker, the Client rate will be calculated on the basis of at least the agreed fixed working hours and not on the basis of the actual number of hours worked.
- 15.6. The cooperation agreement cannot be terminated as long as Temporary Workers are made available to the Client.
- 15.7. The temporary assignment as referred to in Article 15.1 cannot be terminated prematurely. If the Client nevertheless wishes to do so, the assignment may only be terminated prematurely on condition that the payment obligations relating to the assignment continue until the expiry of the agreed duration of the assignment. TRIXXO-Group is then entitled to (continue to) charge the client rate to the Client until the agreed duration of the assignment, in accordance with the usual or expected work pattern of the Temporary Worker, unless TRIXXO-Group and the Client have made different agreements in writing.
- 15.8. TRIXXO-Group and the Client shall agree in the assignment on the notice period for secondment for an indefinite period as referred to in Article 15.1 . In doing so, account shall be taken of the TRIXXO-Group's obligations to continue to pay wages to the Temporary Worker. If no notice period has been agreed, the notice period referred to in Article 6 of the general terms and conditions shall apply.
- 15.9. If the Placement Confirmation provides for the Temporary Employment Clause, TRIXXO-Group, the Temporary Worker and/or the Client shall not be required to observe a notice period if they wish to terminate the Assignment prematurely and the Temporary Worker has not yet worked for the Client



for more than 26 weeks, unless otherwise agreed in writing. If the Temporary Worker has worked for the Client for more than 26 weeks, the Client is subject to a notice period of ten calendar days.

- 15.10. If the Client, without the knowledge of TRIXXO-Group, has played a role in the allocation process or the recruitment and selection of the Temporary Worker, as a result of which the temporary employment contract is converted into a payroll contract, the client rate will be retroactively adjusted and the Client will provide all information necessary for drawing up the payroll agreement and related remuneration for the employee. The client is then obliged to continue to pay the client rate for the duration of the payroll agreement, as agreed between TRIXXO-Group and the Temporary Worker. The Client may offer the Temporary Worker an employment contract in order to terminate the ongoing payment obligation. If the assignment is to be terminated, TRIXXO-Group will endeavour to terminate the payroll agreement and

or to redeploy the temporary worker, in which case all additional costs will be charged to the Client.

- 15.11. In connection with its notification obligation towards the Temporary Worker, TRIXXO-Group may request the Client to indicate at least one month before the end of the fixed-term Temporary Employment Contract whether it intends to continue the Secondment. The Client is then obliged to indicate within three days whether it wishes to continue the Assignment. Failure to inform TRIXXO-Group in a timely or correct manner will result in the Client being obliged to reimburse TRIXXO-Group in full for the costs associated with the compensation pursuant to Section 7:668 of the Dutch Civil Code.

Article 16: The Client rate, (hourly) remuneration and other fees

- 16.1. The Client owes the Client rate to TRIXXO-Group for the provision of the Temporary Worker, unless otherwise agreed. The Client Rate owed by the Client to TRIXXO-Group is calculated on the basis of the hours to which TRIXXO-Group is entitled under the Assignment and/or these General Terms and Conditions and is always calculated on the basis of at least the hours actually worked by the Temporary Worker. The Client Rate is multiplied by the surcharges and increased by the expense allowances that TRIXXO-Group owes to the Temporary Worker, as well as by the retention fee. VAT is charged on the Client Rate, the surcharges, the retention fee and the expense allowances.
- 16.2. The Client Rate is directly proportional to the wage owed to the Temporary Worker in accordance with the NBBU Collective Labour Agreement, legislation and regulations, and the Hirer's Remuneration. The wage and allowances of the Temporary Worker are determined in advance of the Secondment and, if necessary, during the Secondment in accordance with the Hirer's Remuneration and the principle of 'equal pay'. The Client is obliged to state the Hirer's Remuneration in the Assignment. In any case, the wages and allowances of the Temporary Worker must be equal (or equivalent) to the wages and allowances granted to comparable employees working in equivalent positions in the service of the Client. If it is the client's policy to determine the starting wage in part on the basis of experience in a virtually identical position, this also applies to the temporary agency worker. In any case, upon return to the same client or to a client in the same collective labour agreement area in a virtually identical position, the previous wage scale will be used as a basis for the wage scale, taking into account the temporary agency worker's work experience.

The rate stated in the Assignment (confirmation) is the rate for normal hours, i.e. the hours paid at 100% of the applicable salary. If the Temporary Worker is entitled to a supplement or allowance on top of this salary, the rate will be proportionally higher. The stated rate includes: the components as included in the rate proposals, rate sheet or other written agreements. If the above components are unclear or disputed by TRIXXO Group, only 100% of the applicable salary will be included in the Client rate.

The costs of additional or other employment conditions, including expense allowances, any compensation for better employment conditions offered by the client and the costs of compulsory training or training requested by the client are not included in the stated rate and will therefore be charged separately

charged separately and increased by the applicable payroll tax, contributions, other employer's costs and the applicable margin.

The separate charge is made in accordance with the following principles:

- as hours worked, as applicable at the client's premises and/or training days and/or;
- as a surcharge/allowance on the gross hourly wage, such as compensation owed to the Temporary Worker for, among other things, individual holiday days in excess of the statutory minimum or pension and/or;
- as a one-off or spread-out payment or payment on a claim basis (such as a one-off payment, profit distribution or expense allowance).

16.3. The Temporary Worker is entitled to Equal Pay. This means that

- the total essential terms and conditions of employment\* of the Temporary Worker must be at least equivalent to the total essential terms and conditions of employment of the employee employed by the client in an equal (or equivalent) position; and;
- the total non-essential terms and conditions of employment\*\* must be at least equivalent to the total non-essential terms and conditions of employment of the employee employed by the client in a similar position; and;
- the total of the essential and non-essential terms and conditions of employment must be at least equivalent to the total terms and conditions of employment of the employee employed by the client in an equivalent position.

\* essential terms and conditions of employment:

- the wage, primary and secondary employment conditions and other allowances;
- working hours, including overtime, rest periods, night work, breaks, the duration of holidays and working on public holidays

\*\*non-essential terms and conditions of employment: all terms and conditions of employment that do not fall under essential terms and conditions of employment, including pension

In order to enable TRIXXO-Group to determine at least equivalent terms and conditions of employment and the associated rates, the Client shall, as also stipulated in Section 12a of the Labour Allocation by Intermediaries Act, provide all necessary information regarding the level of the position to be filled by the Temporary Worker, the corresponding salary scale (taking into account relevant work experience) and the terms and conditions of employment, in a timely manner prior to the commencement of the Assignment and furthermore at the first

request of TRIXXO-Group and in the manner specified by TRIXXO-Group.-Group, all necessary information regarding the level of the position to be performed by the Temporary Worker, the corresponding salary scale (taking into account relevant work experience) and the terms and conditions of employment of the Client's employees with similar positions.

The position and/or terms of employment of the Temporary Worker may be adjusted during the assignment if the Temporary Worker is reasonably entitled to such an adjustment on the basis of legislation and regulations, the collective labour agreement or the collective labour agreement and/or terms of employment of the Client. If the adjustment results in higher remuneration and/or the granting of more terms of employment, TRIXXO-Group will adjust the remuneration and/or other terms of employment of the Temporary Worker accordingly, with retroactive effect where necessary.

TRIXXO-Group shall, with due observance of the provisions of this article, ensure the remuneration of the Temporary Worker and the payment of any payroll taxes due. Wages and allowances are paid gross, unless TRIXXO-Group can make use of the specific exemptions included in the Wage Tax Act 1964 for the tax-free payment of an expense allowance and can meet the conditions for specific exemption.

If TRIXXO-Group is dependent on the client for the implementation of the applicable conditions and/or proof thereof, the client shall ensure that he and/or the Temporary Worker, prior to payment, provide TRIXXO-Group with the necessary information and, where necessary, the originals of underlying supporting documents, or if this is not reasonably possible – TRIXXO-Group and the Tax and Customs Administration access to the necessary information and supporting documents. In the latter case, the client shall retain the information and underlying supporting documents for 7 years after the end of the calendar year in which the Temporary Worker worked for him.

The Client shall not pay any allowances or make any other provisions to the Temporary Worker without the consent of TRIXXO-Group. If, despite the above provisions, the Client nevertheless pays allowances or makes provisions to the Temporary Worker, the Client shall be responsible for paying all payroll taxes due on those allowances or provisions. The Client is therefore jointly and severally liable for the payments/benefits in kind made and shall consequently compensate TRIXXO-Group for all damage suffered by TRIXXO-Group as a result of the fact that payroll taxes are due on allowances and benefits in kind as a result of the Client's failure to comply with the aforementioned obligations and indemnifies TRIXXO-Group against claims from the Temporary Worker or third parties, including the Tax Authorities, in this regard.

The hirer's remuneration includes the following components:

- only the applicable period wage in the scale (taking into account relevant work experience and/or work history (or youth scales);
- the applicable reduction in working hours. This can be compensated in time and/or money, at the discretion of TRIXXO Group;
- all allowances (for example, but not limited to: overtime, irregular hours, public holidays, shifted hours, shift work and working in physically demanding conditions related to the nature of the

work (including working in low or high temperatures, working with hazardous substances or dirty work));

- initial salary increase from the same date and to the same extent as at the client;
- all expense allowances, both net and gross; travel expenses, accommodation expenses and other expenses necessary for the performance of the job;
- periodic payments;
- compensation for travel hours or travel time related to the work
- Home working allowance
- One-off payments
- End-of-year bonus
- Working hours and rest periods
- Pension
- Leave arrangements:
  - Holiday pay/holiday allowance
  - Holiday entitlement
  - Provisions for working on public holidays
- Continued payment of wages in the event of:
  - Incapacity for work
  - Special/extraordinary leave
  - Maternity and/or childbirth leave
  - Parental leave
  - Care leave
- Bonus and/or commission scheme
- All other conditions necessary for determining equivalent remuneration

16.4. The remuneration and related employment conditions of the Temporary Worker are determined with due observance of the applicable collective labour agreement, legislation and regulations, and the information provided by the Client regarding the applicable employment conditions and any additional agreements made with the Temporary Worker. In the event of a change in the employment conditions, the client must immediately notify TRIXXO-Group. If it appears that the wage has been incorrectly determined in accordance with the information provided above, TRIXXO-Group is entitled to correct the client rate retroactively and charge your organisation accordingly.

16.5. If the Temporary Worker cannot be classified within the Client's job classification system, the Temporary Worker's remuneration will be determined on the basis of discussions held by TRIXXO-Group with the Temporary Worker and the Client. This will include consideration of the skills required to perform the job, the responsibilities, experience, level of education and virtually equivalent work experience. The wage and allowances of the Temporary Worker must in any case be equal to the wage and allowances granted to comparable employees working in equivalent positions in the service of the Client



16.6. TRIXXO Group is entitled to adjust or increase the Client's rate, including the rates for separately charged employment conditions and other costs, during the term of the Assignment:

- As a result of (expected) changes to the NBBU collective labour agreement, the collective labour agreement obligations and/or employment conditions, pension scheme or the wages regulated therein (Hirer's remuneration) applicable to the Client
- As a result of (expected) changes in or as a consequence of legislation and regulations, including changes in or as a consequence of social and tax legislation and regulations, case law or any binding regulation
- As a result of a (periodic or initial) wage increase and/or (one-off) compulsory payment arising from the NBBU collective labour agreement, the collective labour agreement applicable to the Client and/or employment conditions regulations, legislation and regulations and/or any binding regulations
- As a result of an increase in the expenses to be incurred and/or provisions to be made by TRIXXO Group for, among other things, sustainable employability, pension or sick leave and other general costs.

The aforementioned changes will be passed on to the Client with effect from the date of those changes (i.e. retroactively where necessary) and will be payable by the Client accordingly, even if these changes occur during the term of an Assignment.

If net expense allowances are charged to the Client, these will only increase if the relevant expense allowance actually increases or if there is no longer a specific exemption.

In addition, TRIXXO-Group is entitled to increase its rates annually in week 1 based on the CBS index CAO hourly wages including special remuneration for personnel in the business services sector (SBI = 2008-M-N business services).

16.6. Any adjustment to the Client rate will be communicated to the Client by TRIXXO-Group as soon as possible.

16.7. The Client rate will be invoiced digitally to the Client on a weekly basis.

If the Temporary Worker is replaced by another Temporary Worker, the hourly remuneration for that other Temporary Worker will be redetermined in accordance with the Hirer's remuneration and the Client Rate will be adjusted accordingly (and, where necessary, with retroactive effect).

16.9 If TRIXXO-Group has deviated in writing from the provisions of this article in a quotation, rate sheet, price proposal, cooperation agreement, (assignment) confirmation or other agreement, the provisions of this article will continue to apply insofar as no written deviation has been made.

#### Article 17: Replacement and availability

17.1 TRIXXO-Group is entitled to offer the Client a replacement Temporary Worker during the term of the Assignment, for example if the temporary worker is no longer able to perform the work, or in connection with a reorganisation or redeployment obligation. The client rate will then be re-determined. The Client may only reject such an offer on reasonable grounds. At TRIXXO-Group's first request, the Client shall confirm these grounds in writing.

17.2 TRIXXO-Group shall not be in breach of its obligations towards the Client and shall not be liable for – nor obliged to compensate – any damage suffered by the Client if, for whatever reason, TRIXXO-Group is unable to provide a (replacement) Temporary Worker, or at least not in the manner and to the extent agreed between the parties in the Assignment – or subsequently.

#### Article 18: Client's obligation to provide information

18.1 The Client shall inform TRIXXO-Group in a timely, accurate and complete manner of the terms of employment/wage components of the hirer's remuneration as referred to in Article 16 of these general terms and conditions pursuant to Article 12a of the Labour Allocation by Intermediaries Act, so that TRIXXO-Group can determine the wage of the Temporary Worker.

The Client declares that it is familiar with the provisions of the Sham Arrangements Act, on the basis of which the client is jointly and severally liable for providing the correct information and the associated payment of the correct wage to the employee/temporary worker.

If at any time it appears that the information received by TRIXXO-Group from the client is not (entirely) correct and/or complete, or is insufficient for the position actually performed by the Temporary Worker, the client shall provide TRIXXO-Group with the correct and complete information upon first request and in the manner specified by TRIXXO-Group.

18.2 If the wage and other allowances of the Temporary Worker cannot be determined in accordance with the hirer's remuneration, they will be determined on the basis of discussions conducted by TRIXXO-Group with the Client and the Temporary Worker. When determining the wage, TRIXXO-Group wishes to take into account the Temporary Worker's level of education and experience and the skills required to perform the job.

18.3 TRIXXO Group is entitled to retroactively adjust the Client rate and charge the Client if it appears that (one of) the components referred to in Article 16, paragraph 3, have been determined incompletely or incorrectly, as well as costs incurred as a result of late payment of the applicable terms and conditions of employment.

#### Article 19: Civil chain liability for wages

19.1. In addition to TRIXXO-Group, the Client is jointly and severally liable to the Temporary Worker for the payment of the wages owed to the Temporary Worker, unless the Client qualifies as not culpable with regard to any underpayment.

19.2. In order to demonstrate that it is not at fault, the Client must in any case inform TRIXXO-Group in a timely, accurate and complete manner of the wage components of the hirer's remuneration in accordance with Article 16(3).

19.3. TRIXXO-Group is obliged towards the Client to remunerate the Temporary Worker in accordance with the applicable laws and regulations, including the NBBU collective labour agreement for Temporary Workers.

19.4. If the Client wishes to obtain further information about the Temporary Worker's terms and conditions of employment in the context of chain liability for wages, it shall consult with TRIXXO-Group in this regard.

19.5. The Client shall refrain from requesting information that is not related to or connected with the Temporary Worker's wages. TRIXXO Group reserves the right to provide anonymised information to the Client. The Client is obliged to maintain confidentiality with regard to the information obtained concerning the Temporary Worker.

#### Article 20: Entering into a (direct) employment relationship between the Client and the Temporary Worker

20.1. If the Client wishes to enter into a direct employment contract or other type of employment relationship with a Temporary Worker made available or to be made available to it by TRIXXO-Group, it shall immediately notify TRIXXO-Group thereof in writing. The parties shall then enter into consultation to discuss the Client's wishes. As a starting point, the Client shall owe TRIXXO-Group reasonable compensation for the services provided by TRIXXO-Group in connection with the provision,

recruitment and/or training of the Temporary Worker, in accordance with the provisions of Section 9a(2) of the Labour Allocation by Intermediaries Act intermediaries. If the Client fails to report this and it subsequently transpires that the Contractor has entered into a relationship with the temporary worker within six months of the last working day of the last assignment, whereby the transfer period of 1800 hours has not yet been met, either directly or through affiliated companies

relationship of any kind with the temporary agency worker, the Contractor shall owe the Temporary Employment Agency compensation in accordance with this Article 20.6.

20.2. Other types of employment relationship as referred to in this article include:

- appointment as a civil servant or freelancer;
- the contract for services;
- contracting of work;
- the secondment of the Temporary Worker to the Client by a third party (e.g. another temporary employment agency) for the same or other work.
- the Temporary Worker entering into an employment relationship with a third party, whereby the Client and that third party are affiliated within a group (as referred to in Section 2:24b of the Dutch Civil Code) or one is a subsidiary of the other (as referred to in Section 2:24a of the Dutch Civil Code).

20.3. The Client will not enter into an employment relationship with the Temporary Worker if and insofar as the Temporary Worker cannot legally terminate or has not terminated the employment contract with TRIXXO-Group, and if and insofar as the Client cannot legally terminate or has not terminated the Assignment with TRIXXO-Group.

20.4. The Client shall inform TRIXXO-Group in writing of its intention to enter into an employment relationship with the Temporary Worker before implementing that intention.

20.5. The Client is prohibited from persuading Temporary Workers to enter into an employment contract or any other type of employment relationship with another company with the intention of hiring the Temporary Workers through that other company.

20.6. If the Client or affiliated companies enter into an employment contract or other type of employment relationship with the Temporary Worker within six months after the end of their most recent Assignment (regardless of whether this was based on a fixed-term or permanent Assignment) to the Client, they will owe TRIXXO-Group a fee calculated in accordance with the calculation for a temporary worker takeover:  $(1800 - \text{hours worked}) \times \text{hourly rate (including the retention fee)} \times 26\%$ . This applies both in the event that the Client has approached the Temporary Worker for this purpose – directly or through third parties – and in the event that the Temporary Worker has applied for a position with the Client – directly or through third parties.

20.7. If a (potential) Client initially came into contact with a (prospective) Temporary Worker through the intervention of TRIXXO Group, for example because they were introduced to them by TRIXXO Group, and that (potential) Client enters into an employment contract or another type of employment relationship with another company with that (prospective) Temporary Worker without the Secondment being established, that potential Client will owe compensation as calculated in accordance with the calculations of a recruitment and selection fee: gross annual salary including holiday pay  $\times 26\%$ .

20.8. If the Client enters into an employment contract or another type of employment relationship with another company with a Temporary Worker from the TRIXXO Group without meeting the above condition, the Client will at all times owe compensation equal to the compensation owed under Article 20(7), excluding VAT.

#### Article 21: Selection of Temporary Workers

- 21.1. The Temporary Worker is selected by TRIXXO-Group on the basis of his qualities and skills on the one hand and the job requirements specified by the Client on the other.
- 21.2. Requirements that are not relevant to the position and that (may) lead to direct or indirect discrimination, including those related to race, religion, gender and/or disability, may not be imposed by the Client. In any case, these requirements will not be honoured by TRIXXO-Group, unless they are set in the context of a legally permitted target group policy to promote equal participation in the labour market.
- 21.3. If a Temporary Worker does not meet the job requirements set by the Client, the Client has the right to notify TRIXXO-Group of this within 4 hours of the start of the work. In that case, the Client is obliged to pay TRIXXO-Group at least the wage owed to the Temporary Worker, plus the employer's share of social security contributions and premium levies and the obligations arising from the NBBU collective labour agreement.
- 21.4. TRIXXO-Group may make the Temporary Worker available to multiple Clients.
- 21.5. During the term of the agreement, TRIXXO-Group is entitled to propose a replacement for the Temporary Worker, for example if the Temporary Worker is no longer able to perform the work, or in connection with a reorganisation or redeployment obligation. The Client rate will then be re-determined.
- 21.6 If there is or may be successive employership, the Client shall provide TRIXXO-Group with accurate and complete information about the Temporary Worker's (direct or indirect) employment history with the Client. If the Client fails to do so, the resulting unforeseen costs and any damage will be charged to the Client. If the information shows that TRIXXO-Group can be regarded as a successive employer, as referred to in Article 15 of the NBBU collective labour agreement, TRIXXO-Group may withdraw the offer before the start of the temporary employment.

#### Article 22: Client's duty of care and indemnification towards TRIXXO-Group

- 22.1. The Client is aware that, pursuant to Article 7:658 of the Dutch Civil Code and the applicable health and safety legislation, it has an obligation to ensure a safe workplace for the Temporary Worker. The Client shall provide the Temporary Worker with specific instructions to prevent the Temporary Worker from suffering damage in the performance of his work. The Client shall also provide the Temporary Worker with personal protective equipment to the extent necessary and under the same conditions as apply at the Client's premises. If the necessary equipment is provided by TRIXXO-Group, TRIXXO-Group shall be entitled to charge the Client for the associated costs.
- 22.2. Before the Secondment commences, the Client shall provide the Temporary Worker and TRIXXO-Group with the necessary information about the required professional qualifications of the Temporary worker, the completed health and safety checklists, as well as the Risk Inventory and Evaluation (RI&E), containing the specific characteristics of the workplace to be occupied. The temporary worker must be given sufficient opportunity to familiarise themselves with the contents before work can commence.



- 22.3. The Client is liable to the Temporary Worker and TRIXXO Group for and is therefore obliged to compensate the Temporary Worker for any damage suffered in the performance of his work, unless the damage is largely the result of intent or deliberate recklessness on the part of the Temporary Worker, all with due observance of the provisions of Article 7.
- 22.4. If the Temporary Worker sustains such injury in the performance of his work that it results in death, the Client shall be obliged, in accordance with Article 6:108 of the Dutch Civil Code, to compensate the persons referred to in that article and TRIXXO-Group for the damage suffered by the persons referred to persons, unless the damage is largely the result of intent or deliberate recklessness on the part of the Temporary Worker, all with due observance of the provisions of Article 7.
- 22.5. If the Temporary Worker suffers an accident at work or an occupational disease, the Client shall immediately notify the competent authorities and ensure that a report is drawn up without delay, in which the circumstances of the accident are recorded in such a way that it can be determined with a reasonable degree of certainty to what extent the accident was the result of insufficient measures having been taken to prevent such an accident at work or occupational disease.
- 22.6. The Client fully indemnifies TRIXXO-Group against any claims made against TRIXXO-Group due to the Client's failure to comply with the obligations set out in this article and will fully reimburse TRIXXO-Group for any legal costs incurred in this regard. The Client grants TRIXXO-Group the authority to assign its claims referred to in this article to the directly interested party or parties.
- 22.7. The Client is obliged to take out adequate, comprehensive liability insurance for all direct and indirect damage as referred to in this article.

#### Article 23: Scope of work, working hours and training

- 23.1. The working hours, working time and rest periods of the Temporary Worker are the same as those customary at the Client, unless otherwise agreed in writing. The Client guarantees that the working time and rest and working hours of the Temporary Worker comply with the legal requirements. The Client shall ensure that the Temporary Worker does not exceed the legally permitted working hours.
- 23.2. The Client must ensure that the agreed scope of work, i.e. the number of hours that the Temporary Worker works per period, is not exceeded.
- 23.3. If the Temporary Worker requires training or work instructions for the performance of the Assignment, the hours spent by the Temporary Worker on this training will be charged to the Client as hours worked, unless otherwise agreed in writing.

#### Article 24: Identification and personal data

- 24.1. TRIXXO Group processes the personal data of Temporary Workers employed by the Client primarily (I) for the performance of the (temporary employment) agreement agreed with the temporary workers, (ii) in order to comply with legal (tax) obligations, (III) to establish and maintain a business relationship with the Client, (IV) to inform Temporary Workers about new opportunities, (V) for normal internal use within TRIXXO-Group, such as for financial administration and accounting, legal purposes and management functions, and (VI) to settle and represent legal claims and litigation and to comply with court rulings and other legal obligations and regulations. TRIXXO Group processes special categories of personal data only if this is necessary to comply with its legal obligations, with the express consent of the data subject, or if this is otherwise permitted by or pursuant to the law. TRIXXO

Group may pass on the personal data obtained from the Client if this is necessary for the performance of the Assignment, or if TRIXXO Group has a reasonable interest in doing so and/or the data subject has given their consent and/or TRIXXO Group is legally obliged to do so. This data may be passed on to other entities of TRIXXO-Group, to applicants, business partners, and subcontractors (e.g.

data processors) that provide services on its behalf, government agencies, and in all other cases in which TRIXXO-Group may be obliged to do so, for example by a court ruling to that effect.

24.2. At the start of the Secondment of a Temporary Worker, the Client shall establish the identity of the Temporary Worker on the basis of the original identity document. The Client shall carefully check the original identity document of the Temporary Worker for authenticity and validity. The Client shall organise its administration in such a way that the identity of the Temporary Worker can be demonstrated.

24.3. The Client and TRIXXO-Group shall treat all personal data of temporary workers that has come to their knowledge in the context of the Provision confidentially and process it in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant legislation.

24.4 The Client is responsible for ensuring that it only provides personal data to TRIXXO-Group or requests it from TRIXXO-Group if and insofar as the Client is entitled to provide or request it on the basis of the GDPR.

24.5. In the event of a data breach involving the loss or unlawful processing of personal data of the Temporary Workers made available to the Client by TRIXXO-Group, the Client is obliged to report this to the Data Protection Authority and TRIXXO-Group. If necessary, TRIXXO-Group will inform the Temporary Worker concerned.

24.6. The Client indemnifies TRIXXO-Group against all claims by candidates, employees, workers of the Client or other third parties against TRIXXO-Group in connection with a violation by the Client of the GDPR and other privacy legislation and reimburses the associated costs incurred by TRIXXO-Group.

#### Article 25: Prevention of unlawful discrimination

The Client is not permitted to make any unlawful distinctions, in particular on the basis of religion, belief, political affiliation, gender, race or any other grounds, with regard to the Temporary Worker. The Client indemnifies TRIXXO-Group against any consequences of any unlawful distinctions made by them.

#### Article 26: Company car and business closure

26.1. If the Client intends to provide the Temporary Worker with a car, the Client shall immediately notify TRIXXO-Group thereof. Only in consultation with TRIXXO-Group may the Client agree with the Temporary Worker that the car may be used for private purposes, so that TRIXXO-Group can take this into account in the payroll tax. If the Client fails to do so, it shall be liable be liable for any resulting damage, costs and (tax) consequences incurred by TRIXXO-Group.

26.2. If a company closure or compulsory day off occurs during the Assignment, the Client shall inform TRIXXO-Group of this when entering into the agreement or, in any case, as soon as these are known for the following year, so that TRIXXO-Group can take this into account when determining the terms of employment. If the Client fails to do so, it shall owe TRIXXO-Group the number of hours as agreed in the Placement Confirmation, multiplied by the most recent Client rate applicable during the company closure or mandatory day off.

#### Article 28: Position and working hours

- 28.1. Upon the Assignment, the Client shall provide the job title, including a description of the job to be performed by the Temporary Worker. If at any time it appears that this description does not correspond to the job actually performed, the Client shall immediately provide TRIXXO-Group with an appropriate job description. The job may be adjusted during the Assignment if the Temporary Worker can reasonably claim other terms of employment on the basis of good employment practices or (future) legislation and regulations, the collective labour agreement for Temporary Workers or case law. In that case, TRIXXO-Group is entitled to revise the client rate. In addition, the Client is fully liable in the event that the Client does not fully or timely communicate changes in wages, terms of employment or job descriptions to TRIXXO-Group.
- 28.2. Overtime is defined as work performed in excess of the normal working hours per day, per week or per month in the relevant sector, or the number of hours specified in the regulations or schedule.
- 28.3. The Temporary Worker's holidays and leave are arranged in accordance with the law and the collective labour agreement. The public holiday reserves, holiday pay reserves and short-term absence reserves are paid to the Temporary Worker in accordance with the applicable laws and regulations and the NBBU collective labour agreement conditions.

#### Article 29: Provision of items

- 29.1. The Client is not permitted to make items available to the Temporary Worker without the written consent of TRIXXO-Group, which may also be used for private purposes, such as, but not limited to, a (lease) car, telephone or tools. TRIXXO-Group may impose further conditions on the written permission and the Client is obliged to comply with these conditions and to prevent TRIXXO-Group from suffering any disadvantage as a result of the Client making the items available to the Temporary Worker.
- 29.2. If the Client acts in contravention of the above provisions or is in default, all resulting damages, costs and (tax) consequences, in the broadest sense of the word, will be entirely at the expense and risk of the Client. The Client will indemnify TRIXXO-Group in this regard.
- 29.3. The Client shall compensate the Temporary Worker for any damage suffered as a result of damage to or loss of any property belonging to him that was used in the context of the work assigned.

### **Chapter 3: Conditions for job placement**

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#### Article 30: Applicability of general provisions

The provisions contained in Chapter 1 of these General Terms and Conditions, more specifically Articles 1, 2, 3 and 5 to 13, Article 24 and Article 25, apply mutatis mutandis to the employment agency agreement between TRIXXO-Group and the Client.

#### Article 31: Fees and content of the employment agency agreement

- 31.1. The remuneration owed by the Client to TRIXXO-Group may consist of either a fixed amount agreed in advance or a percentage agreed in advance of the full-time gross annual salary offered to the job seeker, plus holiday allowance.
- 31.2. Unless otherwise agreed in writing, the fee referred to in paragraph 1 of this article is only payable if the employment mediation has resulted in an employment contract or other type of employment relationship as referred to in Article 20, paragraph 2, with a job seeker selected by TRIXXO-Group. The

fee is also payable if the job seeker selected by TRIXXO-Group performs work for the Client in another manner, for example through secondment.

31.3. The specific conditions on the basis of which TRIXXO-Group carries out the job placement are included in the Assignment.

31.4. Any pro memoria items will be charged on the basis of subsequent calculation.

#### Article 32: Entering into an employment relationship between the Client and the job seeker

If, during the term of the job placement assignment or within twelve months of its termination, the Client itself enters into an employment contract or a collaboration as referred to in Article 20 with a job seeker selected by TRIXXO-Group, it shall immediately owe TRIXXO-Group the agreed fee. In the event of a breach or non-compliance with this provision, the Client shall owe TRIXXO-Group an amount equal to the remuneration due under Article 31(1)

excluding VAT. This does not affect TRIXXO Group's right to claim full compensation.

#### Article 33: Selection of job seekers

33.1. The job seeker is selected by TRIXXO Group on the one hand on the basis of the requirements provided by the Client to TRIXXO Group regarding the job seeker's qualities and skills and the information provided regarding the nature of the position, and on the other hand on the basis of the qualities and skills of the job seeker known to TRIXXO Group.

33.2. The Client may not impose any requirements that are not relevant to the position when providing requirements and information regarding the desired candidate and the nature of the position as referred to in the previous paragraph of this article. In any case, these requirements will not be honoured by TRIXXO Group, unless they are set in the context of a legally permitted target group policy to promote equal participation in the labour market.

## Chapter 4: Conditions for mediating self-employed persons

#### Article 34: Definitions for the mediation of self-employed persons

In this section of the general terms and conditions, the following definitions apply:

34.1 **Intermediary/Mediator:** the natural or legal person whose business activity consists of mediation, not being the client of the self-employed person.

34.2 **Client:** the natural or legal person who uses the services of the intermediary.

34.3 **Self-employed person without personnel (self-employed person):** the natural person who, pursuant to a contract for services or a contract for work, performs work for his own account, at his own risk and under his own responsibility and not under the direction and supervision of a third party, or performs work through the company of which he owns at least half of the shares or such a number that he cannot be dismissed by the shareholders' meeting against his will.

34.4 **Third:** the natural or legal person who is not an intermediary, client or self-employed person, who has a direct or indirect legal relationship with one of the aforementioned parties.

34.5 **Mediation:** bringing together and/or facilitating two or more parties who enter into a contract for services or a contract for work with each other and who have entered into a mediation agreement with the intermediary for this purpose.

**34.6 Mediation agreement:** the (written) agreement between the client and the intermediary in which the specific conditions and circumstances, including the type of service provided by the intermediary, under which the self-employed person will be mediated to the client are laid down.

#### Article 35: Applicability of these terms and conditions

- 35.1 These terms and conditions apply to every offer made by the intermediary to the client and to every mediation agreement between the intermediary and the client to which the intermediary has declared these terms and conditions, as well as to the resulting deliveries and services of any nature whatsoever between the intermediary and the client, insofar as the parties have not expressly deviated from these terms and conditions in writing.
- 35.2 These terms and conditions apply to every offer made by the intermediary to the self-employed person and to every agency agreement or service provision between the intermediary and the self-employed person.
- 35.3 The client with whom a contract has been concluded on these terms and conditions is deemed to tacitly agree to the applicability of these terms and conditions to any agreement subsequently concluded with the intermediary.
- 35.4 All offers, regardless of how they are made, are without obligation.
- 35.5 The intermediary is not bound by the client's general terms and conditions insofar as they deviate from these terms and conditions.
- 35.6 The client's terms and conditions do not apply to agreements with TRIXXO-Group. TRIXXO-Group is therefore not bound by the client's general terms and conditions insofar as they deviate from these terms and conditions. Agreements that deviate from these General Terms and Conditions only apply if agreed in writing for a single agreement or assignment and do not automatically apply to new agreements or assignments.
- 35.7 These general terms and conditions may be amended or supplemented at any time. The amended general terms and conditions will then also apply to the agency agreement already entered into, subject to a period of one month after written notification of the amendment.

#### Article 36: Method of invoicing

- 36.1 The fee payable by the client to the intermediary for the services provided consists of a predetermined amount or percentage or is charged periodically, as agreed in the intermediary agreement.
- 36.2 If the intermediary provides invoicing services, it must be clearly recognisable from the invoice that this is done on behalf of the self-employed person hired by the client. Payments to the self-employed person for the purpose of the client's accounts payable management must be clearly recognisable as being made on behalf of the client.
- 36.3 If the remuneration owed by the client to the intermediary for the services provided is (partly) dependent on the number of hours worked by the self-employed person, the client is
- is responsible for providing the correct, timely and complete documents proving this, unless otherwise agreed.
- 36.4 If the client fails to comply with the provisions of paragraph 3 of this article or if the intermediary has reasonable grounds to doubt the accuracy or completeness of this time accounting, the intermediary may decide to invoice the client on the basis of the facts and circumstances known to him. The intermediary will



not do so until reasonable consultation has taken place with the client, during which the client has been able to demonstrate that the time accounting is correct.

36.5 At the intermediary's first request, the client shall provide the intermediary with written authorisation to debit the amounts of the invoices from the client's bank account by direct debit within the agreed term.

The parties shall use a SEPA authorisation form for this purpose.

36.6 Rate changes resulting from changes in legislation and regulations will be implemented immediately.

#### Article 37: Terms of payment

37.1 The client shall ensure that the intermediary's invoices, including invoices for invoicing services, are paid within 14 days of the invoice date without any deductions, discounts or set-offs.

37.2 If the client disputes an invoice, this must be communicated in writing by the client to the intermediary within eight days of the invoice date, on pain of forfeiting the right to dispute. A dispute of the invoice does not suspend the client's payment obligation.

37.3 In the event of non-payment, late payment or incomplete payment by the Client of any amount owed by it, the Client shall be in default by operation of law from the due date of the invoice in question. From that moment on, the Client will also owe default interest equal to the statutory commercial interest rate pursuant to Section 6:119a of the Dutch Civil Code on the invoice amount to TRIXXO-Group.

The (digital) invoice serves as full proof of the interest owed from the day on which the interest calculation begins. The Client is not permitted to suspend payment or set off without the express written consent of TRIXXO-Group.

37.4 All costs, both in and out of court, including the costs of legal assistance, incurred by the intermediary as a result of the client's failure to meet its payment obligations, shall be borne by the client. The intermediary's extrajudicial collection costs, calculated on the amount to be collected, are set at a minimum of €500.00 and at least 15% of the principal sum.

37.5 If, in the opinion of the intermediary, the client's financial position and/or payment behaviour gives cause to do so, the client is obliged, at the intermediary's first written request, to:

- provide authorisation for direct debit as referred to in Article 36(5) of these terms and conditions; and/or
- provide an advance payment; and/or
- provide adequate security for the fulfilment of the obligations towards the intermediary, for example by means of a bank guarantee or pledge.

The extent of the security and/or advance payment requested shall be proportionate to the extent of the client's obligations in question.

37.6 If the client fails to comply with a request from the intermediary as referred to in the previous paragraph, or if a collection attempt fails, the client will be in default by operation of law without notice of default being required.

37.7 If the client is in default, the intermediary is entitled to suspend the performance of its obligations under the intermediary agreement or to terminate the intermediary agreement immediately in whole or in part, without the intermediary being liable to pay compensation to the client. All claims of the intermediary shall become immediately due and payable as a result of the termination. However, if the remuneration owed by the client to the intermediary depends on the contract for services/contract for work between the self-employed person mediated by the intermediary and the client, the payment obligations shall continue for the duration of the contract for services/contract for work.

Article 38: Termination

38.1 If one party fails to fulfil its obligations under the mediation agreement, the other party is entitled – in addition to the provisions of the mediation agreement – to terminate the mediation agreement in whole or in part by means of a registered letter. The termination shall only take place after the party in default has been given written notice of default and has been offered a reasonable period of time to remedy the shortcoming and has failed to do so.

38.2 Furthermore, one party is entitled, without any reminder or notice of default being required, to terminate the mediation agreement in whole or in part by means of a registered letter with immediate effect if:

- the other party applies for (provisional) suspension of payments or is granted (provisional) suspension of payments;
- the other party applies for its own bankruptcy or is declared bankrupt;
- the other party's business is liquidated;
- the other party ceases its current business or a significant part thereof;
- a substantial part of the other party's assets is seized through no fault of one party, or if the other party can otherwise no longer be considered capable of fulfilling its obligations under the mediation agreement.

38.3 If, at the time of termination, the client had already received services in performance of the agency agreement, it may only terminate the agency agreement in part, and only for that part that has not yet been performed by or on behalf of the intermediary.

38.4 Amounts invoiced by the intermediary to the client prior to the termination, or amounts that the client will owe to the intermediary during the ongoing term of the contract for services/contract for work between the self-employed person mediated by the intermediary and the client, remain payable by the client to the intermediary without prejudice and become immediately due and payable at the time of termination. If the future amounts cannot be estimated with certainty, the intermediary may choose to continue to invoice the client periodically, in accordance with the client's ongoing post-contractual obligations.

Article 39: Liability

39.1 The intermediary is never liable for:

- a. Damage of any kind caused by the actions and/or omissions of the self-employed person mediated by the intermediary;
- b. Indirect or consequential damage such as lost profits and missed savings;
- c. Damage resulting from bogus self-employment of any kind.

39.2 The intermediary shall only be liable in the event of a failure to perform the intermediary agreement where this failure is the direct result of a lack of care on the part of the intermediary that could reasonably be expected of the intermediary, or in the event of gross negligence or intent on the part of the intermediary.

39.3 The intermediary has the right, if and insofar as possible, to remedy the consequences of any failure within a reasonable period of time.

39.4 Any liability for damage on the part of the intermediary is limited per event to:

- a. The amount paid out by the intermediary's insurance, or;
- b. If the intermediary is not insured or the insurance does not pay out (in full), a maximum of the amount of the remuneration received by the intermediary for his services over the last three months, as referred to in Article 36(1).

39.5 The client indemnifies the intermediary against claims from third parties, including reasonable legal costs, that are in any way related to the intermediary's services to the client.

Article 40: Force majeure

- 40.1 In the event of force majeure on the part of the intermediary, his obligations under the intermediary agreement will be suspended for as long as the force majeure situation continues. Force majeure is understood to mean any circumstance beyond the intermediary's control that permanently or temporarily prevents the
- permanently or temporarily prevents the fulfilment of the intermediary agreement and which, neither by law nor according to standards of reasonableness and fairness, should be at his risk.
- 40.2 As soon as a situation of force majeure as referred to in paragraph 1 of this article arises at the intermediary, he shall notify the client thereof.
- 40.3 Insofar as not already included, force majeure shall also be understood to mean: strikes, occupations, blockades, embargoes, government measures, war, revolution and/or any similar situation, power failures, disruptions in electronic communication lines, fire, explosion and other calamities, water damage, flooding, earthquakes and other natural disasters, as well as widespread disease of an epidemiological nature.
- 40.4 As long as the force majeure situation persists, the intermediary's obligations will be suspended. However, this suspension will not apply to obligations that are not affected by the force majeure and that arose before the force majeure situation occurred.
- 40.5 If the force majeure situation has lasted for three months, or as soon as it is certain that the force majeure situation will last longer than three months, each of the parties is entitled to terminate the mediation agreement prematurely without observing any notice period. Even after such termination of the mediation agreement, the client shall remain obliged to pay the intermediary the fees owed by him to the intermediary in respect of the period prior to the force majeure situation.
- 40.6 During the force majeure situation, the intermediary is not obliged to compensate the client for any damage, nor is he obliged to do so after termination of the mediation agreement as referred to in paragraph 5 of this article.

Article 41: Confidentiality

- 41.1 The intermediary and the client shall not disclose to third parties any confidential information from or about the other party, its activities and relationships, which has come to their knowledge as a result of an offer or intermediary agreement. This is unless – and then only insofar as – disclosure of that information is necessary for the proper performance of the intermediary agreement or they are under a legal obligation to disclose it.
- 41.2 The intermediary shall not be liable for any fine, penalty or damage suffered by the client as a result of a breach of confidentiality by the self-employed person.

Article 42: Applicable law and competent court

- 42.1 These general terms and conditions and intermediary agreements are governed by Dutch law.
- 42.2 All disputes arising from or related to the legal relationship between the parties shall in the first instance be settled exclusively by the court within the district where the intermediary is established, unless the law prescribes otherwise.

Article 43: Content and conclusion of the mediation agreement

- 43.1 The mediation agreement is concluded by written acceptance by the client, or at the moment that a self-employed person nominated by the intermediary enters into a contract for services or a contract for work, or enters into another legal relationship as referred to in Article 44(5). The intermediary is not a party to the contract for services/contract for work with regard to the performance of the work as agreed in that contract.
- 43.2 The (written) intermediary agreement sets out the specific terms and conditions under which the self-employed person is referred to the client, as well as the type of service provided by the intermediary.
- 43.3 Any amendment or addition to the mediation agreement shall only take effect after it has been confirmed in writing by the intermediary.

Article 44: Mediation Procedure

- 44.1 The intermediary provides its intermediary services on the one hand on the basis of the wishes provided by the client to the intermediary regarding the qualities and skills of the self-employed person and information provided by the client regarding the nature of the assignment and, on the other hand, on the basis of the qualities and skills of the self-employed person known to the intermediary. And vice versa, if applicable.
- 44.2 Requirements that are not necessary for the performance of the assignment and that may lead to direct or indirect discrimination, including on the basis of race, age and gender, may not be imposed by the client. In any case, these requirements will not be honoured by the intermediary.
- 44.3 The client shall inform the intermediary in writing if the client and the self-employed person enter into a contract for services/contract for work, if the self-employed person has been rejected for the assignment or if another employment relationship is entered into.
- 44.4 Even if the client enters into a contract for services/contract for work or another employment relationship with the self-employed person within twelve months of the termination of the intermediary agreement, or within twelve months of the self-employed person being introduced to the client by the intermediary, enters into a contract for services/contract for work or another employment relationship with the self-employed person, the client shall owe the intermediary the (agreed) fee as referred to in Article 36(1).
- 44.5 The term 'other employment relationship' as referred to in these general terms and conditions shall in any case be understood to mean:
- an employment contract pursuant to Article 7:610 of the Dutch Civil Code;
  - appointment as a civil servant;
  - the hiring of a worker who has been made available.

Article 45: Personal data

- 45.1 The intermediary and the client shall treat all personal data provided to them in the context of the mediation agreement as confidential and shall process it in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant (privacy) legislation.
- 45.2 Depending on their responsibilities and working methods, the parties shall make agreements in accordance with the GDPR and related (privacy) legislation concerning, among other things, data breaches.

Article 46: Final provisions

46.1 If any provision of these terms and conditions is or becomes invalid or void, the remaining provisions of these terms and conditions will remain in full force and effect and the parties will consult with each other in order to agree on new provisions to replace the invalid or void provisions, taking into account as much as possible the purpose and scope of the invalid or void provision.

46.2 The intermediary is entitled to transfer its rights and obligations under an intermediary agreement to a third party. Unless otherwise agreed in writing, the client is not permitted to transfer its rights and obligations under the intermediary agreement to a third party.