

## General Terms and Conditions of Salarisjobs

### 1. Definitions.

The General Terms and Conditions will be defined in:

- 1.1 General Terms and Conditions : The current terms and conditions of the contractor.
- 1.2 Client : The party that gives the task to the Contractor's counterparty in the task Agreement.
- 1.3 Contractor : The Salarisjobs-entity as described in the Agreement.
- 1.4 Agreement : The agreement(s) between the Client and Contractor, whereby the Contractor undertakes to perform work towards the Client.
- 1.5 Party : Client or Contractor.
- 1.6 Parties : Client and Contractor.

### 2. Applicability.

- 2.1. These General Terms and Conditions apply to all offers and quotations made by or on the part of the Contractor, all assignments to be carried out by or on the part of the Contractor, the Agreement and other/related/ensuing agreement(s), activities and services, as well as all (legal) acts performed in the context of the aforementioned.
- 2.2. The applicability of any (general) terms and conditions of the Client, whatever they are called and whatever form they may take, is explicitly excluded. By accepting an offer or quotation made by or on the part of the Contractor, by giving an order, by entering into an Agreement with the Contractor, or by having work carried out or accepted by or on the part of the Contractor and/or services, the Client unconditionally accepts that these General Terms and Conditions apply and that the applicability of other (general) conditions as referred to in this article is excluded, and the Client waives the applicability of such other (general) requirements.
- 2.3. Deviating clauses, additions, changes and other further agreements are only valid if they have been agreed in writing between the Client and the Contractor and are only applicable for the relevant Agreement to supplement and/or deviate from which they have been agreed.
- 2.4. The Client and the Contractor declare that they agree that only these General Terms and Conditions will also apply to subsequent quotations, Tasks and Agreements between them.
- 2.5. These General Terms and Conditions also apply if the Contractor makes use of third parties.

### 3. Realization of the Agreement.

- 3.1. Any quotation or (other) offer made by or on the part of the Contractor, in whatever form, is without obligation and is not binding on the Contractor, unless the Parties have explicitly agreed otherwise in writing. Obvious mistakes or errors in the quotation and/or in other communications from the Contractor are not binding on the Contractor. Quotations or offers are valid for a maximum of 90 (ninety) days, unless stated otherwise, and not automatically for future and/or follow-up assignments.
- 3.2. The Agreement is formed by a (basic) agreement (possibly with appendices) or partial agreement(s) respectively and these General Terms and Conditions and is concluded at the moment that the (basic) agreement(s) and partial agreement(s) signed by the Contractor and the Client returned by the Contractor. If the (basic/partial) agreement is not signed and returned, the Contractor reserves the right to deploy its (personnel) capacity elsewhere. The (basic/partial) agreement is based on the information provided by the Client to the Contractor at the time. The (basic) agreement or partial agreement(s) are deemed to correctly and completely represent the agreements between the Parties.

- 3.3. If the assignment has been given verbally, or if the (basic/partial) agreement is not - signed - has been returned, the Agreement will be deemed to have been concluded subject to the applicability of these General Terms and Conditions when the Contractor has started the execution of the assignment with the consent of the Client.
- 3.4. The Agreement supersedes and replaces all previous proposals, correspondence, agreements or other communication, whether made in writing or orally.
- 3.5. The Agreement is entered into for an indefinite period, unless it follows from the content, nature or scope of the agreed assignment that it has been entered into for a specified period.

#### **4. Cooperation by the Client.**

- 4.1. The Client must ensure that all information, data and documents, which the Contractor considers necessary for the correct and timely performance of the Agreement, are made available to the Contractor in time and in the form and manner desired by the Contractor. The Client is responsible for ensuring that all information, data and documents made available to the Contractor are correct, complete and reliable, even if they originate through or from third parties.
- 4.2. The Client must ensure that the Contractor is immediately informed of the facts and circumstances that may be important in connection with the correct performance of the Agreement.
- 4.3. The Client must ensure that the Contractor is provided with those facilities that in the opinion of the Contractor are necessary or useful to execute the Agreement and that meet all (legal) requirements imposed on it. Regarding (computer) facilities made available, the Client is obliged to ensure continuity, among other things - but not exclusively - by means of adequate back-up, security and virus control procedures.
- 4.4. Unless the nature of the assignment dictates otherwise, the Client will deploy or have deployed the personnel deemed necessary by the Contractor in order to enable the Contractor to perform the work. If specific personnel are required, this will be agreed and recorded in the Agreement. Client must ensure that the personnel referred to here have the right skills and experience to be able to perform the work.
- 4.5. If the Client does not (sufficiently or on time) fulfil its obligations under the Agreement, including, but not limited to - obligations regarding the provision of information, data and documents and/or the provision of facilities and/or personnel, Salarisjobs has the right to suspend the execution of the Agreement and/or to charge the resulting additional costs and additional fees to the Client.

#### **5. Implementation by the Contractor.**

- 5.1. All activities on the part of the Contractor are carried out based on a best-efforts obligation, unless explicitly agreed otherwise in writing.
- 5.2. All activities on the part of the Contractor are carried out to the best of its knowledge and ability in accordance with the requirements of good workmanship.
- 5.3. The Contractor determines the approach and by which employee(s) the Agreement will be performed but considers the requirements made known by the Client as much as possible. If (an) employee(s) is mentioned by name in the (basic and/or partial) agreement, the Contractor will make every effort to ensure that the employee(s) concerned during the entire term of the Agreement remains available for the performance of the work. Despite the foregoing, the Contractor has the right to replace such employees - as much as possible in consultation with the Client.
- 5.4. If the Contractor, at the request or with the consent of the Client, performs activities that fall outside the content or scope of the agreed activities ('additional work'), then these activities will be reimbursed by the Client in accordance with the agreed rates and, in the absence thereof, in accordance with the Contractor's usual rates. If the Contractor is obliged by virtue of its (legal)

duty of care to perform additional work, it is entitled to charge this to the Client, even if the Client has not explicitly given its prior consent for the performance of the additional work.

- 5.5. If the Client wishes to involve third parties in the execution of the Agreement, it will only do so after having reached agreement on this with the Contractor, as the direct or indirect involvement of a third party in the execution of the Agreement can have a significant influence on the possibilities of the Contractor to correctly implement the Agreement.

## **6. Confidentiality and personal data.**

- 6.1. The parties are bound to secrecy against third parties regarding details, data and information of a confidential nature to which they can inspect each other, about which confidentiality has been imposed on them and/or the confidential nature of which they know or should be aware of, unless any legal provision, regulation of competent authorities or other (professional) rule obliges them to disclose this. The parties can grant each other prior written exemption from this.
- 6.2. Data and information of a confidential nature includes in any case, - but not exclusively - information regarding prices, processes, working methods, trade secrets, reports, advice, internal affairs and personal data.
- 6.3. The parties are not entitled to use the data and information of a confidential nature that is made available to them for a purpose other than that for which it was obtained, unless: (1) to that extent as provided otherwise in these General Terms and Conditions, (2) with the prior written consent of the other Party or (3) when a Party is acting for itself in any disciplinary, civil or criminal proceeding where this may be relevant.
- 6.4. The parties will impose their obligations based on this article on their employee(s), as well as on third parties to be engaged by them.
- 6.5. If not considered to conflict with the provisions of this article, the Contractor is entitled to state in broad terms the activities performed to (potential) customers of the Contractor and only as an indication of the Contractor's experience.
- 6.6. If applicable, the Client will, at the Contractor's request, cooperate in concluding an agreement as referred to in Article 28 of the General Data Protection Regulation (processor agreement) for the execution of processing of personal data by the Contractor on behalf of the Client, which is offered on the part of the Contractor. All this to that extent as an agreement existing between the Parties does not already qualify as such an agreement.
- 6.7. In the event of processing of personal data as referred to in the previous paragraph, the Client guarantees to the Contractor that the content, use and or processing of the personal data takes place in accordance with the applicable laws and regulations, is not unlawful and does not infringe to any right of a third party.

## **7. Intellectual property rights.**

- 7.1. The Contractor reserves all intellectual property rights (including in any case - but not exclusively - copyrights, drawing and model rights, trade name rights, trademark rights, patent rights, database rights, domain names, trade secrets and know-how) with regard to products (of the mind) which Contractor uses or has used and/or develops and/or has developed, whether or not in the context of the performance of the Agreement, and in respect of which Contractor has or can enforce the intellectual property rights. Products (of the mind) include - but are not limited to - documents, reports, advice, files, software (developed and/or to be used on the part of the Contractor), (system) designs, working methods, knowledge, know-how, texts, agreements, overviews, lists, data (files), selections, rankings, formats, logos, brands, other image and/or sound material and other (spiritual) products on the part of the Contractor, all this in the broadest sense of the word.
- 7.2. All (mental) products provided to the Client (for inspection) as referred to in this article are exclusively intended to be used by the Client in the context of the performance of the Agreement

and may not be reproduced by the Client, whether involving third parties, made public or brought to the attention of third parties or otherwise exploited, unless the Contractor has given explicit prior written permission for this.

- 7.3. The Client is not permitted to remove or change any indication regarding intellectual property rights on products of the Contractor. The Client acknowledges the Contractor's intellectual property rights and guarantees that it will not do or omit anything that infringes these intellectual property rights, invalidates these rights and/or endangers the ownership of these intellectual property rights.
- 7.4. To that extent as any intellectual property right arises within the framework of the Agreement and so far as this is vested in part or in part with the Client, the said (partial) intellectual property right will be transferred to the Contractor free of charge at the Contractor's first request and the Client will grant the Contractor full support and cooperation to obtain and use said intellectual property right, as well as - at the expense of the Contractor - to fulfil all formalities necessary for the realization of registration of such rights.
- 7.5. The Contractor reserves the right to use the knowledge gained through the performance of the Agreement for other purposes, so far as no confidential information is disclosed to third parties.
- 7.6. The Contractor will keep a work file regarding the Agreement containing copies of relevant documents, which is the property of the Contractor.
- 7.7. In the event of premature termination of the Agreement, the foregoing applies.

## **8. Expenses.**

- 8.1. The rates are stated in the Agreement or otherwise communicated in writing by the Contractor to the Client. The rates are in principle fixed for an Agreement with a term of less than 6 (six) months, unless otherwise specified in these General Terms and Conditions.
- 8.2. The contractor is entitled to increase rates annually on the first (1st) January due to wage increases, seniority and inflation, the latter in accordance with the consumer price index of Statistics Netherlands. The Contractor will communicate rate increases to the Client in writing in advance.
- 8.3. If, after the conclusion of the Agreement, but before it has been fully performed, rate-determining factors such as - but not limited to - legal provisions, binding regulations, government measures, wages and/or prices undergo a change, then the Contractor is entitled to charge previously agreed rates accordingly to fit.
- 8.4. If during the performance of the Agreement the position of a worker changes in the sense that this position corresponds to activities that are classified lower, the rates will remain unchanged.
- 8.5. The Contractor's rates are exclusive of expenses (including - but not limited to - travel and accommodation costs) of the Contractor and exclusive of invoices from third parties engaged by the Contractor.
- 8.6. All rates are exclusive of turnover tax and other levies that may be imposed by the government.

## **9. Payment.**

- 9.1. Payment by the Client must be made within 30 (thirty) days after the invoice date, unless otherwise agreed in writing.
- 9.2. Payment by the Client must be made in the currency indicated on the Contractor's invoice, by means of a transfer to a bank account to be designated by the Contractor.
- 9.3. Client is not entitled to any suspension, withholding, deduction and discount or set-off.

- 9.4. If the term referred to under 9.1 is exceeded, the Client will be in default by operation of law after having been reminded by the Contractor at least once to pay within a reasonable period. In that case, from the date on which the amount due has become due and payable until the time of payment, the Client owes the statutory commercial interest due. In addition, all costs of collection, after the Client is in default, both judicial and extrajudicial, will be borne by the Client. The extrajudicial costs are calculated in accordance with the Decree on compensation for extrajudicial collection costs, at least set at a minimum 15% of the principal sum and interest, with a minimum of € 250, without prejudice to the Contractor's right to pay the actual extrajudicial costs that exceed this amount to claim. The legal costs include the full costs incurred by the Contractor, even if these exceed the statutory liquidation rate.
- 9.5. Only payments to the Contractor or to a legal entity that has been authorized by the Contractor to collect the amounts owed referred to in this article on its behalf, have a liberating effect. Payments to the worker made available by the Contractor or the provision of advances to the said worker are not permitted.
- 9.6. If the financial position and/or payment history of the Client gives cause to do so in the opinion of the Contractor, the Contractor is entitled to require the Client to immediately provide (additional) security in a form to be determined by the Contractor and/or to make an advance. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to its other rights, to immediately suspend the further performance of the Agreement and all that the Client owes the Contractor for whatever reason is immediately due and payable. If the Contractor suffers damage as a result of the suspension of the Agreement and or incurs additional costs as a result, this will be borne by the Client. The Contractor is not liable for damage suffered by the Client as a result of this suspension.
- 9.7. If the Contractor executes an Agreement on behalf of several Clients, then these Clients are jointly and severally liable for payment of the full invoice amount.

## **10. Complaints.**

- 10.1. Complaints regarding the work performed and/or the invoice amount must be submitted in writing within 30 (thirty) days after the dispatch date of the documents or information about which the Client complains, or within 30 (thirty) days after the discovery of the alleged defect, if the Client proves that it could not reasonably have discovered the alleged defect earlier, to be made known to the Contractor.
- 10.2. Complaints as referred to in the first paragraph do not suspend the Client's payment obligation. The Client is under no circumstances entitled to postpone payment based on a complaint relating to a particular service or to refuse other services from the Contractor to which the complaint does not relate.
- 10.3. In the event of a justified complaint, the Client only has the choice between adjusting the fee charged, improving or re-performing the rejected work free of charge or not performing the Agreement (anymore) in whole or in part against a refund in proportion to the amount charged by Client has already paid a fee.

## **11. Delivery time.**

- 11.1. If the Client owes an advance payment or should it provide the information and/or materials required for the execution, the period within which the work must be completed does not start before the full payment has been received by the Contractor, or the information and/or materials have been made available to it in full.
- 11.2. Because the duration of the Agreement can be influenced by all kinds of factors, such as the quality of the information provided by the Client and the cooperation that is provided, the periods within which the work must be completed can only be regarded as strict deadlines if this is expressly in writing made an agreement.

11.3. Unless it has been established that execution is permanently impossible, the Agreement cannot be dissolved by the Client due to the term being exceeded, unless the Contractor also fails to perform the Agreement within a reasonable term notified to it in writing after the agreed delivery term has expired. Subsequently, dissolution is permitted in accordance with Article 265 of Book 6 of the Dutch Civil Code.

## **12. Termination.**

12.1. Parties can terminate the Agreement at any time (in the interim) by registered letter with due observance of a notice period of 1 (one) month, unless otherwise agreed in writing in the Agreement.

12.2. If the Client has terminated (prematurely), the Contractor is entitled to compensation for the loss of capacity that has resulted from on its side and can be made plausible as well as additional costs that it must reasonably incur as a result of the early termination of the Agreement (such as costs related to subcontracting), unless and so far as the cancellation is based on facts and circumstances that can be attributed to the Contractor. If the Contractor has terminated (prematurely), the Client is entitled to the cooperation of the Contractor in the transfer of activities to third parties, unless and so far as the cancellation is based on facts and circumstances that can be attributed to the Client.

12.3. In all cases of (premature) termination, the Contractor retains the right to payment of the invoices for work performed by it up to that point, whereby the provisional results of the work performed up to that point will be made available to the Client subject to reservation. So far as the transfer of the work entails additional costs for the Contractor, these will be charged to the Client.

12.4. The Contractor has the right to terminate the Agreement with immediate effect if:

- Client is unable to pay its debts;
- Client is in danger of being granted a moratorium or has been granted a moratorium;
- Client is in danger of becoming or has become bankrupt;
- a curator, administrator or liquidator has been appointed for the Client;
- Client has debt restructuring;
- Client ceases or intends to discontinue its business activities in whole or in part;
- an executory attachment is levied on the goods of the Client or it otherwise loses its free management;
- The Contractor considers the occurrence of one of the circumstances with the Client to be plausible;
- (other) circumstances arise that are of such a nature that fulfilment of the Agreement is impossible, a situation has arisen that justifies immediate termination by the Contractor or if fulfilment cannot reasonably be required of the Contractor.

12.5. Upon termination of the Agreement, all claims of the Contractor on the Client are immediately due and payable.

12.6. Upon termination of the Agreement or at the first request of the other Party, each of the Parties must immediately hand over to that other Party all goods, items and documents in its possession that belong to the other Party.

## **13. Liability and Indemnity.**

13.1. The Contractor will perform its activities to the best of its ability and thereby observe the care that can be expected from the Contractor. The Contractor and third parties used or engaged by the



Contractor are not liable for damage caused by the application or use of the result of the activities performed by or on the part of the Contractor.

- 13.2. Only the Salary Jobs entity specified in the Agreement can be held liable.
- 13.3. Any liability on the part of the Contractor is limited to the amount that is paid out under the professional liability insurance taken out by the Contractor, plus the amount that is part of the Contractor's own risk.
- 13.4. If and so far, for whatever reason, the Contractor's liability insurer does not pay out, the Contractor's liability is excluded or limited in accordance with the following paragraphs.
- 13.5. The Contractor is not liable for the consequences of incorrect and/or incomplete information provided by or on the part of the Client or due to the late provision of information, even if this inaccuracy, incompleteness or late provision was or should have been known to the Contractor. The Client is fully liable regarding damage, changes to work or additional work resulting from incorrect, incomplete or late information.
- 13.6. The Contractor is only liable for direct damage demonstrated by the Client, or damage that results directly from acts or omissions that can be attributed to the Contractor, and then only for alternative compensation, i.e. compensation of the value of the non-performance, for which in cases where the maximum of one of the amounts as laid down in sub a, sub b, sub c of this article applies:
  - sub a In the case of a consultancy assignment, the Contractor is liable up to a maximum of the amount of the fee that the Contractor has received in the context of the relevant assignment. In the case of a consultancy assignment with a lead time longer than 6 (six) months, a limitation of the liability referred to here applies to a maximum of the fee that the Contractor has received in the context of the relevant assignment over the last 6 (six) months.
  - sub b In the case of a payroll tax advice assignment, the Contractor is liable up to a maximum of three times the amount of the fee for the assignment in question.
  - sub c In the event of an assignment for salary processing, administrative secondment or outsourcing activities, the Contractor is liable up to a maximum of the amount of the fee that the Contractor has received in the context of the relevant assignment. In the case of an assignment with a longer lead time of more than 6 (six) months, a limitation of the liability referred to here applies to a maximum of the fee that the Contractor has received for its work in the last 6 (six) months of the assignment.
- 13.7. The Contractor's liability is excluded for: indirect damage, consequential damage, loss of turnover and/or profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers or suppliers of the Client, damage related to the use of the Client. goods, materials or software prescribed to the Contractor, damage related to the engagement of suppliers prescribed by the Client to the Contractor, damage caused by third parties engaged or workers made available by or on the part of the Contractor, damage and costs arising from ( administrative) fines, for example - but not exclusively - by the Dutch Data Protection Authority and damage related to mutilation, destruction or loss of data or documents and all other forms of damage for whatever reason.
- 13.8. If the limitation of liability as set out in this article does not stand in law, then the total liability of the Contractor, for any damage whatsoever, will be limited to an amount of € 100,000 (one hundred thousand euros).
- 13.9. The limitations and exclusions of liability set out in this article will lapse if and so far as the proven damage is the result of intent or equivalent gross negligence or wilful recklessness on the part of the Contractor or if and so far as any mandatory (inter) national law or regulation does not permit such limitation or exclusion.

- 13.10. Unless compliance by the Contractor is already permanently impossible, any liability on the part of the Contractor only arises if the Client immediately gives the Contractor written notice of default, whereby a reasonable term is set for the remediation of the shortcoming, and the Contractor continues to fail attributable in the performance of its obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that the Contractor is given the opportunity to respond adequately.
- 13.11. The Client will fully indemnify the Contractor and companies and/or entities and/or persons belonging to the Contractor's group against any damage, claims, proceedings, sanctions and other costs on the part of the Contractor, to the group of Contractor-owned companies and/or entities and (other) third parties, including explicitly - but not exclusively - regulators, employees, customers and suppliers, based on, arising from or in connection with the implementation, violation and/or non-compliance by The Client and/or its affiliated legal entities or persons under legislation and regulations and/or the Agreement and/or these General Terms and Conditions. This obligation of the Client applies without restrictions, regardless of what is stipulated in this respect in the Agreement, general or other conditions, whether - implicitly or explicitly - and without prejudice to the (own) liability of the Client.
- 13.12. The Client will take out adequate insurance to cover the indemnities and liabilities resting on it under the Agreement. In particular - but not exclusively - the Client will provide adequate, comprehensive liability insurance for all direct and indirect damage for which the Client can be held liable.

#### **14. Expiration period.**

So far as not provided otherwise in the Agreement, rights of action and other powers of the Client on any account whatsoever concerning the Contractor will in any case lapse after the expiration of 1 (one) year from the moment at which a fact occurs that the Client has these rights and/or can exercise powers against the Contractor.

#### **15. Force of the majority**

- 15.1. If the Contractor is not (fully) able to fulfil its obligations under the Agreement as a result of a situation of force majeure, the (relevant) obligations of the Contractor will be suspended if the force majeure situation continues. The parties will determine in mutual consultation what a reasonable extension of time is to still carry out the work.
- 15.2. There is an urgent situation if (further) performance of the Agreement is wholly or partially impossible for the Contractor, whether temporarily, as a result of a cause or event that the Contractor cannot reasonably prevent, or which is wholly or partly beyond the control of the Contractor. The Contractor is, even if that cause or event was foreseeable at the time of entering into the Agreement, as well as - more generally - if shortcomings cannot be attributed to the Contractor because they are not due to its fault, nor under the law, the agreement whether generally accepted views are for its account. Examples of force majeure situations include (but are not limited to): illnesses, quarantines and/or outages, of whatever nature or extent, that are the result of the (occurrence of) an outbreak of a natural disaster, such as an epidemic or pandemic can spread widely (including for example - but not exclusively - the corona virus), strikes, lockout or company occupation, force majeure or delayed or non-delivery of suppliers, (transport, energy, ICT, etc.) failures, inadequacy of goods, equipment, software or materials from suppliers, the use of which is prescribed by the Client to the Contractor, government measures, riots, (armed) conflicts, natural disasters, seasonal influences, etc., even if these difficulties occur with third parties involved by the Contractor in the performance of the Agreement.
- 15.3. If the force majeure situation continues for more than 3 (three) months, the Contractor is entitled to dissolve the Agreement by means of a written statement to the Client, without prejudice to the rights accruing to the Contractor under the Agreement.
- 15.4. In the event of force majeure, shortcomings in the performance of the Contract cannot be attributed to the Contractor, the Client is not entitled to dissolution, nor the right to subsequently



refuse the provision of services by the Contractor, nor the right to cancel its (payment) obligations towards the Contractor. Suspend, as well as no claim to any compensation in any form or of any kind.

- 15.5 If the Contractor has already partially fulfilled its obligations on the commencement of the force majeure, or can only partially fulfil its obligations, then it is entitled to invoice separately for the already delivered or the service that can be delivered and the Client is obliged to pay this invoice as if it concerned a separate agreement.

## **16. Contract takeover.**

- 16.1 The Client is not permitted to transfer (any obligation under) the Agreement to third parties unless the Contractor explicitly agrees to this in writing. The contractor is entitled to attach conditions to this permission. The Client undertakes in any case to impose all relevant (payment) obligations under the Agreement on the third party in that case. The Client will always remain jointly and severally liable in addition to this third party for the obligations under the Agreement unless the Parties explicitly agree otherwise in writing.
- 16.2 In the event of a contract takeover, the Client indemnifies the Contractor against all claims from third parties that may arise as a result of a failure to (fully), timely or correctly fulfil any obligation by the Client under the Agreement.
- 16.3 The Contractor is entitled to have the Agreement (partially) performed by a third party or to have it exercised (certain rights and obligations) by a third party or to transfer it to a third party. The Contractor will inform the Client of this. The Client agrees in advance to this execution/exercise by or transfer to a third party.

## **17. Independency.**

The Contractor must adhere to the relevant independence regulations of national and international regulators. In order to enable the Contractor to comply with the relevant independence regulations, the Client is obliged to inform the Contractor in a timely manner, correctly and completely about the legal structure and control relationships of (the group to which) the Client (belongs), all financial and other interests and participations of the Client, as well as of all other (financial) partnerships concerning its company or organization, all this in the broadest sense of the word.

## **18. Identificatie.**

If the Contractor is legally obliged to identify the Client or its board members and/or other officers to be determined, the Client will cooperate with this at the Contractor's first request. Cooperation may include - but not exclusively - the provision of (certified) extracts of the registrations in the Trade Register, copies of identity documents and other information and documents that can reasonably be required.

## **19. Miscellaneous.**

- 19.1. Failure to immediately enforce any right or authority of the Contractor will not affect or limit the rights and powers of the Contractor under the Agreement. Waiver of any right of any provision or condition in the Agreement, including these General Terms and Conditions, will only be effective if expressly made in writing.
- 19.2. Should any provision of these General Terms and Conditions be null and void, be annulled, or (subsequently) prove to be invalid or non-binding, then that provision will be replaced by a valid provision that is in line with the original provision as much as possible and the other provisions remain fully applicable.
- 19.3. If and so far as any provision of the Agreement, including these General Terms and Conditions, cannot be invoked on the grounds of reasonableness and fairness or the unreasonably

burdensome nature, the relevant provision will in any case be as similar as possible regarding content and scope. Meaning, so that it can be invoked.

- 19.4. The provisions of the Agreement, including these General Terms and Conditions, of which it is expressly or tacitly intended that they remain in force even after termination of the Agreement, will remain in force afterwards and both remain binding on the Parties. Regarding these General Terms and Conditions, this will apply in particular - but not exclusively - to provisions regarding confidentiality, intellectual property, liability and indemnification.
- 19.5. In the event that these General Terms and Conditions and the (basic/partial) agreement contain conflicting conditions, the conditions included in the (basic/partial) agreement will apply.
- 19.6. The Contractor has the right to unilaterally amend or supplement these General Terms and Conditions. The client declares to agree in advance with any changes or additions. The changes or additions take effect at the time to be announced by the Contractor. If no effective date has been communicated, the changes or additions will take effect as soon as they have been communicated to the Client.

## **20. Applicable law and choice of forum.**

- 20.1. Dutch law applies to every legal act, agreement as well as these General Terms and Conditions between the Client and the Contractor.
- 20.2. Unless the Parties explicitly agree otherwise in writing, all disputes relating to legal acts and agreements between the Client and the Contractor, as well as these General Terms and Conditions, will be settled by the competent court in the district of Rotterdam.

The most recent version of these General Terms and Conditions as found on the Salarisjobs website ([www.salarisjobs.nl](http://www.salarisjobs.nl)) will apply.

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